

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012



KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

I. Call Meeting to Order

II. Citizen Comment Period With City Council

1. City Council Workshop - January 16, 2012
~ *Amelia Sanchez, City Secretary*
2. City Council Regular Meeting - January 17, 2012
~ *Amelia Sanchez, City Secretary*

III. Citizen Comment Period With City Council

KYLE CITY COUNCIL MEETING

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IV. Presentations

3. Recognition of Employee of the Month for the Month of January
~ *Lanny Lambert, City Manager*

Raquel Garcia
Grants Administrator
Employee of the Month for January



KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

IV. Presentations, cont...

4. Report on the United States Conference of Mayors 80th Winter Meeting including Exhibits, Events, and Sessions held on January 18-20, 2011 in Washington, DC
~ *Lucy Johnson, Mayor*

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

V. Proclamations

5. Proclamation of the City of Kyle Declaring the month of February as "Black History Month" in the City of Kyle
~ *Lucy Johnson, Mayor*

CITY OF KYLE



City Council Proclamation

WHEREAS, The City of Kyle takes pride in its African-American heritage, which represents the full spectrum of history from enslaved people of the Antebellum period to the courageous Freedmen who settled in the area; and from the early merchants of Kyle to those who have served in public careers; and

WHEREAS, The City of Kyle encourages the preservation of our African-American history and applauds the efforts of groups such as the Hays County Historical Commission, as well as individuals such as Ollie Giles and Winton Porterfield, in preserving Kyle's African-American Cemetery; and

WHEREAS, The City of Kyle commemorates today the founding of the Sledge Chapel Baptist Church in 1886 by Reverend Dilwortham as the only surviving African American Church in Kyle with a long and significant history; and

WHEREAS, The City of Kyle appreciates the many significant contributions made to the city by civic-minded individuals such as Mattie Broadfoot, the first African-American Councilwoman, James Adkins, the first African-American Mayor, and Esther Flicks, the first African-American Planning and Zoning Commissioner and a dedicated member of the Lions Club; and

WHEREAS, In the words of Reverend Martin Luther King Jr., "Everybody can be great, because everybody can serve." Reverend King traveled over six million miles and spoke over twenty-five hundred times, appearing wherever there was injustice, protest, and a need to take action; and

WHEREAS, The NAACP, the nation's oldest civil rights organization, has changed America's history despite the threat of violence and intimidation. For more than ninety five years, the NAACP built a grass-roots membership and persevered on the collective courage of thousands of people of all races, nationalities and faiths united on one premise—that all men and women are created equal; and

WHEREAS, the 2012 theme for Black History Month is "Black Women in American: Culture and History" and honors African American women and the myriad of roles they played in the shaping of our nation. The theme, chosen by the Association for the Study of African American Life and History urges all Americans to study and reflect on the value of their contribution to the nation; and

NOW, THEREFORE I, Lucy Johnson, Mayor of Kyle, do hereby proclaim that the month of February should be celebrated as

"Black History Month"

in appreciation of the many achievements of Kyle's African-American community and in celebration of the 2012 national theme commemorating "Black Women in American: Culture and History", and commemorating African American women and the many important contributions they have made to our community and our nation.

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

V. Proclamations, cont...

6. Proclamation of the City of Kyle, Texas Recognizing the "Storm Response Team" for their Efforts during the January 25, 2012 storm in the City of Kyle, Texas
~ *Lucy Johnson, Mayor*

CITY OF KYLE



City Council Proclamation

WHEREAS, The City of Kyle experienced an extreme rainfall event on the early morning of Wednesday, January 25th, 2012, delivering over 6 inches of rain to most parts of the city, and;

WHEREAS, The majority of this rain fell over a three-hour period and required city crews to be activated to respond to raising water that could have threatened lives and property of our citizens, and;

WHEREAS, City Crews were called out beginning at approximately 2 a.m. to address roadways that had become impassable due to the heavy rain, and;

WHEREAS, The rapid, focused and highly effect response by the City's Public Works crews, Kyle Police Department and the Kyle Fire Department prevented potential loss of life and property by managing the rising water when possible, and by blocking access to low water crossings before motorist could inadvertently drive into it; and;

WHEREAS, Public Works Crews worked through the early morning hours in extremely adverse conditions to secure the integrity of the City's water and wastewater systems, saving the city thousands of dollars in repairs and keeping Kyle's citizens safe from rising water; and;

WHEREAS, The work of these crews prevented any emergency rescues to occur in the City of Kyle and also allowed the Kyle Police Department and Kyle Fire Department to assist in rescues in other parts of Hays County and the surrounding area; and

WHEREAS, Parks and Recreation crews assisted with removal of storm debris from public streets, rights of ways, drainage areas, and parks to ensure the safety of our citizens and reduce inconveniences caused by the storm to our residents;

NOW, THEREFORE I, Lucy Johnson, Mayor of Kyle, do hereby proclaim *February 7th, 2012* as

"City of Kyle, Storm Response Team Appreciation Day"

in Kyle and call on all residents to thank these City crews, and their families who were without their loved ones during this highly stressful time, for their work and dedication in serving our City.

KYLE CITY COUNCIL MEETING

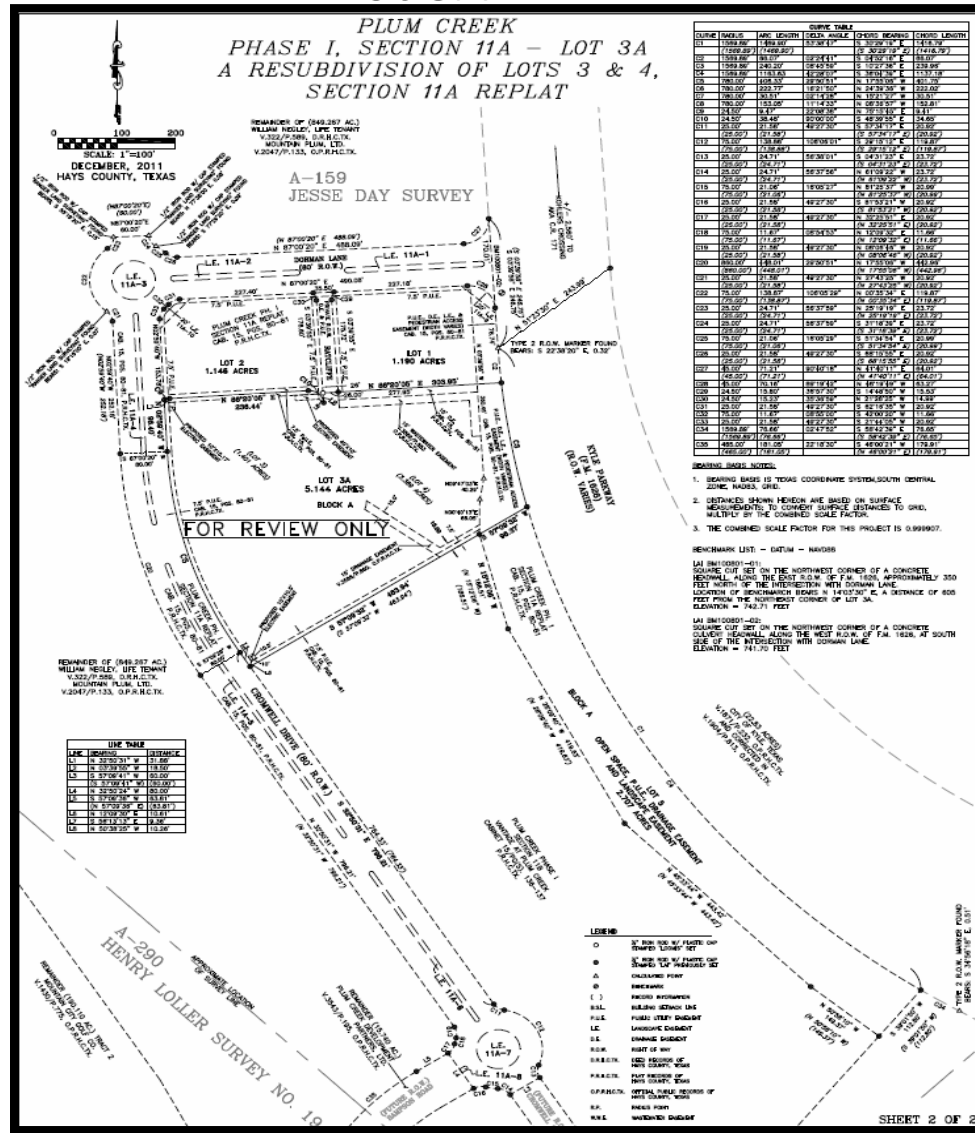
FEBRUARY 7, 2012

VI. Consent

7. Plum Creek Phase 1 Section 11A - Lot 3A Resubdivision of Lots 3 and 4, Section 11A
Replat 5.144 acres; 1 Lot
Location: Lots 3 and 4 of the Plum Creek Phase 1 Section 11A
Applicant: Mountain Plum, Ltd.
Agent: Lawrence Hanrahan, P.E., Hanrahan and Pritchard Engineering, Inc.
~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 6-0 to approve the plat.

Item #7 -Plum Creek Phase 1-
Section 11A-
Lot 3A



KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VI. Consent, cont...

8. Consider a request by SCC Kyle Partners, LTD. for a 30 day postponement for a request for a landscape variance and conditional use permit at 5754 Kyle Parkway
~ *Sofia Nelson, Director of Planning*

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VI. Consent, cont...

9. Authorize award and execution of Purchase Order to B.S. Cartage, INC., dba JV ENVIRONMENTAL SERVICES, of Austin, Texas, in an amount not to exceed \$5,070.00 to purchase for 1,000 20" mulch erosion control socks for installation along Plum Creek within Steeplechase Park in fulfillment of Task 6.3 of the Section 319(h) NPS Water Pollution Management Program Grant
~ Raquel Garcia, Grants Administrator



used this quote for

JV Environmental Services
Helping your business GROW!

JV Environmental Svcs. 3600 F.M. 973 North Austin, TX 78725 Tel: 512.927.1977 Info@jvdir.com

QUOTE

DATE:	EXPIRES ON:
City Of Kyle 520 E. Ranch Road 150 Kyle, TX 78640 Phone: (512) 262-3024 ex.4004 Fax: (512) 262-3403	Project: Unknown Location: 1700 Lehman Road Kyle, TX 78640 Est. Start: TBA

Dear Mr. Christian,

Thank you for your quote request. Please review the information below and contact us should you have any questions or if we need to refine numbers.

Product / Service		Delivered
12" Mulch Sock	PER LF	\$2.42
QTY= 500 LF	500 LF	\$1,210.00
20" Mulch Sock	PER LF	\$5.07
QTY= 500 LF	500 LF	\$2,535.00
1" x 2" x 24" Wooden Stakes	EA	\$0.30
QTY= 500 PC	300	\$90.00
3/8" x 48" Rebar Stakes	EA	\$1.40
QTY= 500 PC	300	\$420.00

** can install for 8.70 per LF*

Terms & Conditions

Please take note that proofing of this quote is your responsibility; while we take every precaution to check for mistakes, there are some things that can be overlooked or information that can be confused. Due to job details that only the contractors, engineers or architects may be aware of J.V. Environmental Services will not be responsible, after the return of quotes with your signature, for any errors, omissions, etc., overlooked by the customer. In many cases our products can be returned- however if you order a special mix or product that we do not carry on site then the customer will be responsible for the purchase of that product. If an incorrect product is delivered due to customer error, then the customer will be responsible for all delivery fees.

This is your chance to catch any errors in the event that we did not. Please make sure to carefully check your materials, labor/install fees (if requested), measurements and your order to make sure we have the correct size, materials and quantities. We appreciate your business and in order to keep your costs down and to insure that you receive your products on time we ask that you carefully read your quote, initial it and return it as soon as possible. We must have the quote initiated prior to filling your order. Please call (512) 927-1977 or email info@jvdir.com with any questions or concerns.

Thank you for the opportunity to earn your business. If you wish to discuss the items in this quote please call us directly.

Quotes are subject to the terms and conditions listed above. Quotes MUST be signed and returned prior to the commencement of the project.

Quotes are to be signed and returned via fax or email to:
Email: Info@jvdir.com or Fax: (512) 927-1014

BY: _____

(Signature) (Date)

(Print Name)

(Title)



C-3 Environmental Specialties, LP
 132 Nell Deane Blvd
 Schertz, Texas 78154
**SBE/HUB/DBE/MBE
 CERTIFIED**

Proposal

Proposal Date: 11/18/2011
 Proposal #: 183
 Project:
 Location: Kyle

210-653-7801 (phone)
 210-650-3306 (fax)
 nathan@c3environmental.com

Plans: Qeys

Qty	UOM	Description	Rate	Total
500.00	EA	Delivery	250.00	250.00
	LF	12" Mulch Erosion Control Logs	6.75	3,375.00
		OR		
500.00	LF	20" Mulch Erosion Control Logs	9.75	4,875.00
500.00	EA	2' #4 Re-bar	0.98	490.00
		Notes: Cost of material only. A two week lead time will be needed to order this material. sales tax	8.25%	0.00
Total				\$8,990.00

- Quantities are subject to change based on field measurements
- Location of underground utilities shall be identified to C-3 prior to installation
- Payment terms: Net 30
- Pricing held for 45 days from date of proposal
- General contractor or owner will supply water and meter
- Terms and conditions of this agreement are subject to AIA standards and should be included if converted to a contract
- Prices for all items listed above are for install only and excludes maintenance, watering, clearing and removal
- Background check fees are not apart of bid and will be additional if required once awarded.
- Rock trenching ADD \$850.00 a day and safety caps ADD .30 LF

Total **\$8,990.00**

Thank you for the opportunity to quote.

Respectfully submitted,
 Nathaniel Urias

ACCEPTANCE SIGNATURE _____

COMPANY NAME _____

DATE _____

11/18/11

City of Kyle Mail - mulch filled wattles quote from WhiteCap



Warren Christian <wchristian@cityofkyle.com>

mulch filled wattles quote from WhiteCap

1 message

Dewitt, James [HDS - WC] <JimDeWitt2@whitecap.net>
To: wchristian@cityofkyle.com
Cc: "McMahan, Cole B [HDS]" <ColeMcMahan@whitecap.net>

Fri, Nov 18, 2011 at 1:29 PM

Warren,

Thanks for the opportunity to quote you on the following products.

500' - 12" x 25' Mulch filled wattles @ \$5.65/ft (allow up to 2 weeks for delivery)
or
500' - 18" x 25' Mulch filled wattles @ \$7.99/ft (allow up to 2 weeks for delivery)

CHEAPER OPTION

12" x 10' Aspen filled wattles @ \$21.35ea (allow 1-2 days for delivery)
20" x 10' Aspen filled wattles @ \$37.35ea (allow 1-2 days for delivery)

#4 x 24" rebar @ \$0.786ea

Thanks

JIM DEWITT
ACCOUNT MANAGER
HD SUPPLY/WHITECAP
AUSTIN, TEXAS STORE # 713
MOBILE PH: 512-845-6400
E-FAX: 877-844-4953
E-MAIL: jamesdewitt@whitecap.net

6820

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: February 7, 2012
CONTACT CITY DEPARTMENT: Public Works
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT: Authorize award and execution of a Purchase Order to B.S. CARTAGE, INC., DBA JV ENVIRONMENTAL SERVICES of Austin, Texas in an amount not to exceed \$5,070.00 to purchase 1,000 20" mulch erosion control socks for the Spring Branch Retrofit Project.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to B.S. Cartage, Inc., dba JV Environmental Services will require expenditure of funds from the TCEQ Grant managed by the Public Works Department.

1. City Department::	Public Works
2. Project Name:	Spring Branch Retrofit Project
3. Budget/Accounting Code(s):	410-710-53146
4. Funding Source:	Grant Funds
5. Current Appropriation:	\$ 5,100.00
6. Unencumbered Balance:	\$ 5,100.00
7. Amount of This Action:	<u>\$(5,070.00)</u>
8. Remaining Balance:	<u>\$ 30.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this purchase in the amount of \$5,070.00 is provided from the TCEQ grant award managed by the Public Works Department.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VI. Consent, cont...

10. Approval and Authorization of the City Manager to Execute a contract for EMS Services between City of Kyle and San Marcos Hays County EMS, per the 2011 Bid for EMS Services; Providing for the continuation of EMS services through 2014 with the following monthly payments of: Twenty Two Thousand Eight Hundred Twenty Three Dollars and Eighty Three Cents (\$22,823.83) per month for Emergency Services provided to the City's residents pursuant to this Agreement from January 2012 to September 2012, Twenty Six Thousand Five Hundred Five Dollars and Thirty Three cents (\$26,505.33) October 2012 to September 2013, and Twenty Thousand Nine Hundred Ten Dollars and Seventeen Cents (\$20,910.17) October 2013 to September 2014

~ James Earp, Assistant City Manager

**CITY OF KYLE
100 W CENTER ST
P. O. BOX 40
KYLE, TX 78640-0040**

EMERGENCY SERVICE AGREEMENT

RECITALS

1. WHEREAS, the City of Kyle ("the City"), is a Texas municipal corporation seeking to contract for emergency medical service to the incorporated areas and areas comprising the ETJ of the City.
2. WHEREAS, the SAN MARCOS-HAYS COUNTY EMS, INC. ("SMHC EMS"), is a non-profit corporation, organized under the laws of the State of Texas, is authorized to do business in Texas, and exists for the purposes of providing emergency medical care and ambulance service.

THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I.
PURPOSE OF THE AGREEMENT**

The purpose of this Agreement ("Agreement") is to state the terms and conditions under which SMHC EMS will furnish emergency medical care and ambulance services to the City in the region determined by the map or plat at Exhibit "A", attached hereto and incorporated by reference into this Agreement, and as may become reasonable and necessary under Section III of this Agreement. It is understood by the parties hereto that SMHC EMS may have entered into certain reciprocal contracts with other Central Texas emergency medical service organizations and providers to provide mutual assistance outside of their respective boundaries under certain extraordinary conditions. Nothing herein shall abrogate the terms of those contracts.

**II.
SERVICES PROVIDED**

SMHC EMS shall furnish to the City emergency medical care and ambulance services as follows and pursuant to the terms and conditions set forth below:

- A. To provide emergency medical care services (hereinafter referred to as "services") to persons located within the boundaries of the City as depicted on the map attached hereto as Exhibit "A".
- B. To provide such services continuously, twenty four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year.

- C. To provide personnel trained and certified by the Texas Department of State Health Services(DSHS), in accordance with State law and DSHS regulations as they exist or as they may be amended, to perform the services required under this Agreement. SMHC EMS shall make available to the City on reasonable request documentation reflecting that all personnel providing medical care services possess current licenses and/or certifications with DSHS for the provision of emergency medical services.
- D. SMHC EMS, in performing the services under this Agreement, shall provide all equipment, supplies and vehicles necessary to provide for such services. Two ambulances licensed at the MICU level by DSHS will be stationed within the City.. At a minimum, such services shall consist of at least two fully-staffed and equipped vehicles and crews ready for deployment at all times during the term of this Agreement, and SMHC EMS agrees to retain such personnel and alternate vehicles sufficient to comply with this obligation. SMHC EMS shall provide or arrange for reasonable housing for the ambulances and/or ambulance personnel while such personnel are on duty. SMHC EMS shall notify the City of the locations where EMS equipment and/or personnel are stationed. The City and SMHC EMS agree that SMHC EMS shall station a crew at the City of Kyle Fire/EMS building located at 150 Bunton Lane and a crew in the Miller-Whitaker Fire Station locted at 105 Moore Avenue. In connection with SMHC EMS's use of the City's facility, SMHC EMS agrees to procure liability and property and casualty insurance in amounts reasonably necessary to cover any losses arising from SMHC EMS's use of said facility, including all equipment located at said facility belonging to SMHC EMS.
- E. SMHC EMS shall provide, in the performance of services: (1) Licensed and/or certified drivers trained in emergency vehicle operation, (2) communications personnel capable of performing the operations required to fulfill the purpose of this Agreement, and (3) necessary communications equipment not provided by the City. SMHC EMS shall provide such other equipment as is necessary to operate and provide emergency medical services to the City's residents utilizing at least two fully staffed and equipped vehicles, including medical supplies, staff facilities, uniforms, and such other related materials and equipment. The City shall provide for SMHC EMS's use, the Fire/EMS station located at 150 Bunton Lane during the term of this Agreement.
- F. SMHC EMS agrees to perform or have performed adequate periodic maintenance and/or repairs to vehicles and equipment used in rendering the services provided under this Agreement to insure safe and proper operation of said vehicles and equipment. Such periodic maintenance shall be documented by the person(s) performing the maintenance, which shall include preventative maintenance as is reasonable and/or as suggested by the manufacturer of such vehicles and equipment.
- G. SMHC EMS will have the sole responsibility of paying the salaries and all other expenses relating to each of its employees, including insurance coverage as specified in Section XII of this Agreement. SMHC EMS shall be solely responsible for deducting and withholding such amounts from its employees' paychecks as is necessary to comply with

all state and federal laws and regulations. The parties agree that in no event shall the City be responsible for any fines, penalties or other money claims or damages resulting from SMHC EMS's employment practices. SMHC EMS shall also provide Workers' Compensation insurance coverage for its employees meeting the statutory limits prescribed by the laws of the State of Texas or such other suitable equivalent coverage that is acceptable to the City and satisfies any applicable rules of the applicable regulatory agencies having jurisdiction over such matters. SMHC EMS shall not discriminate in its hiring practices, and shall comply with all applicable provisions of federal, state and local laws and regulations that prohibit discrimination.

- H. SMHC EMS shall provide such community education to the residents of the City as is reasonable to advise such residents of the emergency services and other health services provided by SMHC EMS. Such community education shall be provided under the direction and control of SMHC EMS's personnel.
- I. SMHC EMS shall not contract with other entities to provide emergency services to areas outside the City in a manner that diminishes the level of EMS services to the City's residents. The City understands and agrees that SMHC EMS will be providing EMS services to other areas outside the City and the City will not object to such services so long as such services do not compromise or detrimentally affect the quality of the emergency medical services provided to the City's residents.

**III.
COOPERATION WITH OTHER PROVIDERS**

SMHC EMS agrees that it shall provide mutual assistance, as that term is ordinarily defined in emergency medical services trade practice, to adjoining EMS systems, as reasonable and necessary. Any such agreements shall be in written form and shall state the respective parties' obligations, rights, duties and liabilities. SMHC EMS shall make available to the City all mutual aid/mutual assistance agreements with third parties to the City for its review and inspection upon reasonable advance notice. SMHC EMS shall advise the City in writing should it enter into additional mutual aid/mutual assistance agreements subsequent to the commencement date of this Agreement. Any standby and/or special events coverage provided by SMHC EMS and requested by third parties shall be paid for by the third-party requestor and not from funds provided by the City.

**IV.
EMPLOYEES OF SMHC EMS**

It is agreed and understood by the parties hereto that any services performed by SMHC EMS shall be performed under the terms of this Agreement and for such purposes SMHC EMS is and shall be an independent contractor. For purposes of this Agreement, all personnel utilized by SMHC EMS in performing the services set forth in this Agreement will be considered to be employees of SMHC EMS and will at all times be subject to the direct and

sole supervision and control of SMHC EMS. Under no circumstance shall either party to this Agreement be deemed an employee of the other, nor shall either party act as an agent for the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed either expressly or implied a joint venture or partnership, it being understood this Agreement constitutes an arms-length contractual relationship between the parties, and nothing more. SMHC EMS shall be solely and completely responsible for the provision of emergency medical services to the City's residents and shall exercise its sole discretion in the selection and manner of employment of all persons providing emergency medical services, (including SMHC EMS's Medical Director) pursuant to this Agreement. Current employees and officers of the City shall not be eligible to serve as officers or employees of SMHC EMS.

**V.
COMPLIANCE WITH ALL APPLICABLE
STATUTES, ORDINANCES AND REGULATIONS**

SMHC EMS hereby represents and warrants that at all times during the term of this Agreement (including any renewal terms) it will remain in compliance with the applicable provisions of Chapter 773, Texas Health and Safety Code as amended or as may be amended in the future, and all such other state and federal laws, codes, regulations, rules and ordinances that may be applicable to the services contemplated herein. Should SMHC EMS be notified and/or determine that it is in violation of any such statutory provision, regulation, rule or ordinance by an official agency or political subdivision having jurisdiction over such matters, SMHC EMS shall advise the City of such alleged violation and thereafter SMHC EMS shall immediately take such actions necessary to correct or cure such alleged violation(s). In no event shall such violation continue for a period exceeding thirty (30) days. SMHC EMS agrees that it shall be solely responsible for monitoring compliance with state and federal laws, rules and regulations pertaining to the delivery of emergency medical services. SMHC EMS shall report to the City any remedial measures undertaken to cure any such violations of law. Should SMHC EMS be unable or refuse to take action necessary to comply with any provision of any applicable state or federal law, rule or regulation, or to cure any alleged violation within thirty (30) days of notice, then in such event the City, at its sole option, may terminate this Agreement effective on the date the City gives written notice to SMHC EMS of such termination. SMHC EMS further represents that it is duly organized and validly existing in good standing under the laws of the State of Texas, is duly authorized and licensed and/or certified by the Texas Department of State Health Services to provide emergency services, and has the power and authority to transact the business and perform the services contemplated by this Agreement within the territory comprising the City.

**VI.
TERM**

The term of this Agreement shall commence on January 31, 2012, and shall continue in full force and effect through **September 30, 2014**, such date being the end of EMS's current fiscal year. The Agreement shall be renewed and extended by the City at its sole option for an additional period of one (1) year unless earlier terminated by written notice from either party in accordance

with the terms of this Agreement or by the failure of the City to budget and make available appropriations sufficient to fund its obligations as referenced herein. Notwithstanding the foregoing, in the absence of such termination, and if the parties fail to enter a renewal of this Agreement or a new Agreement on or before September 30, 2014, the parties hereby agree that this Agreement will continue on a month-to-month basis at a cost of \$20,910.17 (so long as the City has made available sufficient appropriations therefore) to avoid a lapse of emergency service in the City, until such time as the parties either renew or terminate this Agreement. During any month-to-month continuation of this Agreement following the expiration of the term, the parties shall honor and abide by the provisions and conditions of this Agreement.

VII. TERMINATION OF AGREEMENT

- A. Except as provided in section V., during the term of this Agreement including any renewal terms either party to this Agreement shall be entitled to terminate this Agreement with or without cause by giving the non-terminating party ninety (90) days written notice of its intention to do so. In such an event, the obligations of the parties pursuant to terms of this Agreement shall terminate on the 90th day after the non-terminating party receives such written notice. Should the term of this Agreement be extended on a month-to-month basis following the expiration of any annual term as contemplated in section VI above, either party to this Agreement shall be entitled to terminate this Agreement upon thirty (30) days written notice during such month-to-month extension.

- B. If this Agreement is terminated by the City, or SMHC EMS terminates its services or dissolves or otherwise ceases to provide EMS services, SMHC EMS agrees at least fifteen (15) days prior to such termination to prepare and deliver to the City an itemized inventory of equipment and facilities, belonging to the City. Furthermore, SMHC EMS shall provide reasonable cooperation to representatives of the City and/or to third-party emergency services vendors who have contracted with the City to take over the provision of emergency services to residents of the City. It is the intention of the City and SMHC EMS that they will collectively work to assure continuous delivery of emergency services during any transition period prior to the termination of this Agreement.

- C. In the event SMHC EMS terminates the provision of emergency services or dissolves as a business entity, SMHC EMS shall provide the City with a financial accounting of SMHC EMS's financial condition, including income statement and balance sheet, accounts payable and receivable, so as to fairly reflect its financial condition on the date of termination.

VIII. EMS RATES

During the term of this Agreement and any renewal term(s) SMHC EMS shall charge rates for EMS services to residents of the City according to a rate schedule established by SMHC EMS.

Such rates shall not be greater than One Hundred Fifty Percent (150%) of the average of the rates charged by other EMS providers in Hays County and the Counties adjacent thereto for like or similar services.

**IX.
COMPENSATION**

- A. For the services, herein, agreed be performed by SMHC EMS during each month during the initial term of this Agreement, the City shall pay SMHC EMS the sum of Twenty Two Thousand Eight Hundred Twenty Three Dollars and Eighty Three Cents (\$ 22,823.83) per month for emergency services provided to the City's residents pursuant to this Agreement from **January 2012 to September 2012, Twenty Six Thousand Five Hundred Five Dollars and Thirty Three cents (\$26,505.33) October 2012 to September 2013, and Twenty Thousand Nine Hundred Ten Dollars and Seventeen Cents (\$20,910.17) October 2013 to September 2014.** The monthly payment shall represent the City's sole financial obligation to SMHC EMS in exchange for services, unless the City's governing body votes to approve additional compensation to SMHC EMS.
- B. Said disbursements shall be made by the City after SMHC EMS provides the City with a monthly invoice and reports outlining calls and billing to the service area.
- C. The City shall be obligated to pay such funds to SMHC EMS from budgeted and available revenues during the then current fiscal year; it being intended that nothing in this Agreement shall be construed to constitute an illegal debt of the City.
- D. The City, at its sole discretion, may make monthly payments to SMHC EMS for more than the designated amount per month from budgeted and available revenues, should the governing board of the City determine that exigent circumstances exist which warrant the payment of additional sums for the services rendered by SMHC EMS.

**X.
BUDGET**

- A. On or before May 31st of the year next following the commencement date of this Agreement, SMHC EMS shall submit an annual budget to the City for its consideration. SMHC EMS shall develop an official budget to provide for reasonable and necessary EMS services within the boundaries shown by Exhibit "A", specifically excluding any expenditures proposed pursuant to any reciprocal contracts with other EMS agencies mentioned in Section I above. Such budget shall also set itemized anticipated revenues and expenditures from all sources. The City, in reviewing such annual proposed budget, shall determine whether the proposed annual expenditures are reasonable and necessary expenditures for the performance of services warranting a renewal of this Agreement, and shall communicate any concerns regarding such budget to SMHC EMS in writing.

**XI.
REPORTS**

- A. SMHC EMS shall submit to the City a monthly report showing its financial condition and the monthly expenditures for the preceding month. The financial report shall be certified by SMHC EMS's chief financial officer and shall affirm all expenditures were made in compliance with the annual budget.
- B. SMHC EMS shall also submit to the City a monthly report on activities of SMHC EMS showing the nature of emergency services provided by SMHC EMS during the preceding month in furtherance of this Agreement. Such reports shall, as a minimum contain the following information:
1. Number of calls per ambulance unit
 2. Number of patient transports
 3. Number of patient contacts without transport
 4. Response times
 5. Minutes from all meetings of SMHC EMS's Board of Directors (Official) following approval
 6. Copies of any amendments to SMHC EMS's Articles of Incorporation, amendments to its By-Laws (or enabling legislation for public proposers) and amendments to all policies regarding the provision of emergency services.

SMHC EMS shall keep current and shall make available to the City for its inspection upon reasonable advance notice, its organizational documents including, if applicable, its Articles of Incorporation, bylaws, policies and procedures, corporate minutes and financial books and records. Nothing herein, however, shall require SMHC EMS to produce confidential medical records or other records protected from disclosure by law.

- C. SMHC EMS agrees to provide the City an audit prepared by a Certified Public Accountant, the City of San Marcos and/or Hays County showing the financial position of SMHC EMS for every fiscal year in which this Agreement is in effect, including all renewals. The Audit shall be presented to the City within sixty (60) days following receipt and approval by SMHC EMS's Board, but in no event later than three months following receipt by SMHC EMS's Board whether approved or not.

**XII.
INDEMNITY**

The City shall not be liable or responsible for and shall be saved and TO THE EXTENT ALLOWED BY LAW, held harmless by SMHC EMS and SMHC EMS agrees to indemnify the City, its boardmembers, officers, agents and employees, whether sued in their official or individual capacities, from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs and

attorneys fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the services performed under this Agreement. Such indemnity shall apply where the claims, losses, damages, causes of action arise in whole or in part from the negligence, intentional acts or willful and wanton acts of SMHC EMS or its board members, employees, agents, and representatives. This indemnity shall survive and extend beyond the termination of this Agreement.

XIII. INSURANCE

- A. SMHC EMS shall purchase Workers' Compensation insurance with benefits afforded under the laws of the state per Article II Section G and a general liability insurance policy that names SMHC EMS as named insured, so as to provide SMHC EMS and its board members and employees with general liability insurance coverage against claims and damages for injury or death of any person or persons and for damage to or loss of property arising out of or attributable directly or indirectly to the operations or performance of emergency services pursuant to this Agreement. Said insurance coverage shall be in the minimum amount of Two Million Dollars (\$2,000,000.00), issued by an insurance company authorized to do business in Texas, and shall include a clause in such policy to the effect that the policy shall not be cancelled or reduced, restricted or limited until at least ten (10) days after the City and each named insured under the policy has received written notice thereof. SMHC EMS shall provide the City with notice of any changes, reductions and or cancellations of such coverage within ten (10) days of its receipt of any notices from its insurers, SMHC EMS shall not cause said insurance to be cancelled nor permit said insurance to lapse during the term or any extended term or renewal of this Agreement. If SMHC EMS fails to maintain the aforementioned insurance, or fails to secure and maintain the required endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by CITY is an alternative to other remedies the CITY may have, and is not the exclusive remedy for failure of SMHC EMS to maintain said insurance.
- B. In addition to the above referenced general liability policy, SMHC EMS shall purchase a policy covering vehicular liability and collision for all ambulances operated by SMHC EMS, to perform services under this Agreement, a policy providing property casualty coverage of accidental injury to volunteers of SMHC EMS, and a policy covering errors and omissions and excess errors and omissions committed by the employees, officers, agents or lawful volunteers of SMHC EMS. All such policies may be purchased separately or in combination at the discretion of SMHC EMS. All future policies shall be comparable in coverage and monetary limits to the coverage in effect at the time this Agreement takes effect.
- C. SMHC EMS shall furnish the City with copies of all policies of insurance secured in compliance with this Article XII.

XIV.

Dispute Resolution Process

- A. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").
- B. The aggrieved party shall notify the responding party of the dispute, by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding party shall attend said meeting or respond to the writing as soon as is practicable but in no event later than five (5) business days.
- C. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem(s), the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the disputed issue(s).
- D. If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to a writing, which, with the approval of their respective governing boards, shall constitute an amendment to this Agreement with respect to the subject matter of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matters other than the subject matter submitted to the Dispute Resolution Process.
- E. If the Parties are unable to reach a resolution of the dispute within a reasonable time following the meeting contemplated by section C above, either party may pursue such legal and equitable remedies as are available to them under Texas law.

XV.

MISCELLANEOUS

- A. **ASSIGNMENT.** This Agreement may not be assigned by any party unless the non-assigning party consents in writing to such assignment.
- B. **PARTIES BOUND.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in office, administrators, legal representatives, and assigns where permitted by this Agreement.
- C. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- D. **ENFORCEABILITY.** Neither the execution and delivery of this Agreement, nor the consummation of any of the services and transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene or materially conflict with any provisions of law, statute or regulation to which SMHC EMS is subject to or any judgment, license order or permit applicable to SMHC EMS, or any indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument to which SMHC EMS is a part or by which SMHC EMS may be bound.
- E. **FULL DISCLOSURE.** There is not material fact that SMHC EMS has not disclosed to the City which could have a material adverse effect on SMHC EMS's ability to perform its obligations and duties under this Agreement.
- F. **COSTS OF ENFORCEMENT.** If either the City or SMHC EMS institutes any proceeding against the other to enforce its rights pursuant to this Agreement, the reasonable costs incurred by the prevailing party, including, but not limited to, reasonable attorney's fees, expenses, consultant and expert fees, or other costs incurred shall be paid by the non-prevailing party. The extent to which attorneys' fees and/or costs are "reasonable" shall be determined by the Court or adjudicating body.
- G. **NOTICE OF LITIGATION.** Each party shall notify the other within five (5) business days of either party first becoming aware of the filing of any litigation by or against such party or of any threatened or pending litigation, claim or other material adversarial action involving such party, which in any way, directly or indirectly, arises under or relates to this Agreement or the performance of either party's obligations hereunder. For purposes of this section, litigation shall mean a legal action brought before a court of competent jurisdiction and/or any administrative agency or regulatory authority with jurisdiction over the parties or the services to be provided hereunder.
- H. **ENTIRETY.** This Agreement, together with the Attachments appended hereto, constitute the entire agreement between the parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Agreement. This Agreement may be amended or supplemented only by an instrument in writing, approved by the parties' respective governing boards and signed by an authorized representative.
- I. **NOTICES.** Any and all notices and demands by any party hereto to the other party, required or desired to be given hereunder, shall be in writing and shall be validly given or made if delivered personally to an authorized representative of the other party, or if sent by overnight delivery service or certified U.S. Mail, return receipt requested.
- J. **No Third Party Beneficiary.** The Parties are entering into this Agreement solely for the benefit of their own corporate entities and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

- K. **LIMITATIONS OF LIABILITY.** Nothing in this Agreement adds to or changes the liability limits and immunities available to governmental entities provided by the Texas Tort Claims Act or other applicable law.

- L. Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, the Agreement shall be mutually amended to make such proper insertion, on application by either Party

**XVI.
VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this Agreement shall be performable in Hays County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**XVII.
ENTIRETY OF AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force or effect. Any representations or modifications concerning this Agreement shall be of no force or effect unless they are set forth in writing, approved by the parties' respective governing boards and signed by the parties' authorized representatives.

This Agreement shall be effective on January 31, 2012, regardless of when executed by the persons signing below.

San Marcos-Hays County EMS, Inc.

By: _____
Commissioner Debbie Ingalsbe
President, Board of Directors

Date: _____

CITY OF KYLE, TEXAS

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: February 7, 2012
CONTACT CITY DEPARTMENT: Office of the City Manager
CONTACT CITY STAFF: James R. Earp, CPM
Assistant City Manager

SUBJECT: Approval and authorization of the City Manager to execute a contract for EMS Services between City of Kyle and San Marcos Hays County EMS, per the 2011 bid for EMS services; providing for the continuation of EMS services through 2014 with the following monthly payments of: Twenty Two Thousand Eight Hundred Twenty Three Dollars and Eighty Three Cents (\$ 22,823.83) per month for emergency services provided to the City's residents pursuant to this Agreement from January 2012 to September 2012, Twenty Six Thousand Five Hundred Five Dollars and Thirty Three cents (\$26,505.33) October 2012 to September 2013, and Twenty Thousand Nine Hundred Ten Dollars and Seventeen Cents (\$20,910.17) October 2013 to September 2014.

CURRENT YEAR FISCAL IMPACT:

This contract with San Marcos Hays County EMS for the first 9-month contract period during FY 2011-12 will require expenditure of budgeted funds from the General Fund. Budget details are as follows:

- | | |
|-------------------------------|----------------------------|
| 1. City Department:: | Office of the City Manager |
| 2. Project Name: | Emergency Medical Services |
| 3. Budget/Accounting Code(s): | 110-156-55312 |
| 4. Funding Source: | General Fund |
| 5. Current Appropriation: | \$ 273,900.00 |
| 6. Unencumbered Balance: | \$ 205,428.51 |
| 7. Amount of This Action: | <u>\$(205,414.47)</u> |
| 8. Remaining Balance: | <u>\$ 14.04</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this service contract in the amount of \$205,414.47 for the 9-month contract period in FY 2011-12 will be provided from funds included in the approved budget for the City's General Fund for emergency medical services.

The funding amounts required for expenditures in subsequent fiscal years will be budgeted in the City's future budgets for the General Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action

11. Presentation and acceptance of City of Kyle's Audit Report for the Fiscal Year Ended September 30, 2011
~ *Dan Shaner, CPA, Partner, Atchley & Associates, Certified Public Accountants*

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action

12. Authorize award and execution of a contract with LINEBARGER GOGGAN BLAIR & SAMPSON, LLP of Austin, Texas to provide collection services for City of Kyle's Municipal court fines and fees
~ *Perwez Moheet, CPA, Director of Finance*

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF HAYS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between City of Kyle, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium and the FIRM shall insure compatibility with CLIENT'S data files and the FIRM shall bear the costs of any necessary data conversion. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than bi-monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003,

(b) thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT; and,

(c) thirty (30%) percent of the total amount collected pursuant to writs of execution filed and served by FIRM on behalf of CLIENT in those cases designated by CLIENT with an original unpaid assessment of not less than two thousand five hundred dollars and no cents (\$2,500.00) all pursuant to section 45.047 of the Texas Code of Criminal Procedure.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective the ____ day of _____, 2012 (the "Effective Date") and shall expire on the ____ day of _____, 2014 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, the CLIENT shall have the option to extend the term of the contract for three (3) additional one-year periods without the necessity of any further action by either party. Thereafter, this agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless either party gives prior notice of termination.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7
Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.04 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

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

EXECUTED ON the _____ day of _____, 2012.

City of Kyle

By: _____
Lucy Johnson, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
F. Duane Force, Partner
For the FIRM

City of Kyle, Texas
 Evaluation Score Tabulation
 RFP #2011-01-PM for Municipal Court Collection Services

Combined Average of Review Committee		Evaluation Factors & Maximum Points Allowed					
	Offeror Qualifications (25 Points)	Collection Procedures (20 Points)	Collection Staffing & Systems (20 Points)	Monthly Activity Reports (15 Points)	Cost/Fee Charged to City (20 Points)	Total Points	
1	Name of Firm Responding						
1	American Municipal Services	17.25	11.00	12.00	11.75	20.00	72.00
2	Credit Service Company	9.50	7.75	11.50	8.00	20.00	56.75
3	Linebarger, Goggan, Blair, Sampson, LLP	23.00	18.25	17.25	14.50	20.00	93.00
4	McCreary, Veselka, Bragg, & Allen, P.C.	19.75	15.00	13.75	10.75	20.00	79.25
5	MSB Government Services	16.50	11.75	12.00	10.50	20.00	70.75
6	Perdue, Brandon, Fielder, Collins & Mott, LLP	21.25	14.50	14.25	12.50	20.00	82.50
7	SC Services	11.25	13.00	10.00	8.75	20.00	63.00

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

13. Authorize award and execution of a Purchase Order to SOUTHERN COMPUTER WAREHOUSE of Marietta, Georgia, (3rd low bidder) in an amount not to exceed \$58,625.71 to purchase sixty (60) desktop computers, twenty five (25) laptop computers, and related equipment and software for the Kyle Public Library

~ Mark Shellard, Director of Information Technology



CITY OF KYLE, TEXAS
INVITATION FOR BID (IFB) NO: 2011-03-PM

Solicitation For: Purchase of Computers, Laptops, Related Computer Equipment, and Software.

Solicitation Number: IFB 2011-03-PM

Date Issued: December 7, 2011

Description: The City of Kyle, Texas is soliciting bids to purchase the following computer equipment and related peripherals for the new Kyle Public Library:

1. Sixty (60) desktop computers,
2. Sixty (60) monitors,
3. Twenty five (25) laptops,
4. Seventy nine (79) copies of Microsoft Office Professional Plus
5. Six (6) copies of Microsoft Office Mac Standard
6. One (1) Wheeled Cart

Bid Submission
Deadline: **Must Be Received By:** December 30, 2011 by 2:00 p.m.

Bid Submission: By Email Send to: pmoheet@cityofkyle.com
By Mail Send to: Mr. Perwez A. Moheet, CPA
Director of Finance
City of Kyle
100 W. Center Street
Kyle, Texas 78640

Bid Opening Date: January 3, 2012 at 9:00 a.m.
Finance Conference Room, Kyle City Hall
100 W. Center Street
Kyle, Texas 78640

Specifications and Other
Bid Requirements: To view the specifications for this solicitation and other bid requirements, please go to <http://www.cityofkyle.com/rfps>

Bid Contact: Andy Alejandro, email: talejandro@cityofkyle.com

Technical Contact: Mark Shellard, email: mshellard@cityofkyle.com

CITY OF KYLE, TEXAS
INVITATION FOR BID (IFB) NO: 2011-03-PM

SPECIFICATIONS AND GENERAL BID REQUIREMENTS

SCOPE:

The City of Kyle, Texas is soliciting bids to purchase the following computer equipment and related peripherals for the new Kyle Public Library. The City is soliciting vendors to provide itemized bids for the following items:

1. Sixty (60) desktop computers,
2. Sixty (60) monitors,
3. Twenty five (25) laptops,
4. Seventy nine (79) copies of Microsoft Office Professional Plus
5. Six (6) copies of Microsoft Office Mac Standard
6. One (1) Wheeled Cart

GENERAL CONDITIONS:

All computer equipment shall be manufacturer's latest model and shall have been manufactured in the current year. All components shall be installed new, unused, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery checklist and shall be ready for operation upon delivery. Equipment offered below the listed specifications will be considered unacceptable.

WARRANTY

Warranty and parts dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and services included. All components, parts, and service are required to provide as a minimum three year unlimited warranty.

DELIVERY

Delivery of all computers, related computer equipment, and software is to be made at the Kyle Public Library or at a location acceptable to and agreed upon by the City's Director of Information Technology.

SPECIFICATIONS

1. Desktop Computers: Fifty four (54), with 2 GHz processor or better, 2 GB ram or Better, 100 gb HDD or better, gigabit Ethernet, must have 4USB ports, Windows 7 Professional, and must include a 3-year warranty.
2. iMac Computers: Six (6) Apple iMac computers with core i5 2.5 GHz

processor or better, 4GB ram or better, 250 gb HDD or better, gigabit Ethernet, 21" monitor or better, and must include a 3-year warranty.

3. Laptops: Twenty five (25) laptops with 15 inch screen or better, 2 GHz processor or better, 2 GB ram or better, 100 gb HDD or better, 802.11 b/g/n, Windows 7 Professional, and must include a 3-year warranty.
4. Monitors: Forty four (44) monitors with 19 inch widescreen, LCD
Ten (10) monitors with 21 inch widescreen, LCD
5. Computer Cart: One (1) wheeled cart capable of holding 30 laptops and keeping them charged.
6. Software: Seventy nine (79) copies of Microsoft Office Professional Plus with academic pricing.

Six (6) copies of Microsoft Office for Mac Standard with Academic pricing.

BID RESPONSE FORMAT:

All response to this Invitation for Bids (IFB) must be on the vendor or firm's letterhead and must include the following minimum information. Incomplete bids submitted will be considered unacceptable and will be rejected.

1. Responder company's name.
2. Physical and mailing address
3. Contact person's name, title, telephone number, and email address.
4. For each of the six (6) bid items, provide:
 - i. Detailed description of the item to include manufacturer or brand name, specifications meeting or exceeding bid requirements, quantity, unit price, extended price, and warranty.
 - ii. Freight or shipping costs.
 - iii. Installation and or set up costs.
 - iv. Delivery date.

CONTACT INFORMATION:

For City's bid requirements and purchasing related information, please contact Andy Alejandro at: talejandro@cityofkyle.com

For technical information related to the computers and specifications, please contact Mark Sheppard at: msbellard@cityofkyle.com and please copy Andy Alejandro at talejandro@cityofkyle.com

City of Kyle, Texas						
Bid Tabulation - Computers for the New Library						
IFB Number: IFB 2011-03-PM						
IFB Issue Date: 12-7-2011						
IFB Closing Date: 12-30-2011 at 2:00 p.m.						
Bid Opening Date: 11-3-2012 at 9:00 a.m.						
Department: Information Technology						
Vendor Name: Southern Comp. Warehse						
City, State: Marietta, Georgia						
HUB/MBE/WBE:						
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	
1.	Desktop computers with 2 GHz processor or better, 2 GB ram or better, gigabit Ethernet, must have 4 USB ports, Windows 7 Professional, and must include a 3-year warranty.	54	Each	\$ 460.55	\$ 24,869.70	
2.	Apple iMac computers with 15 2.5 GHz processor or better, 4 GB ram or better, 250 gb HDD or better, gigabit Ethernet, 21" monitor or better, and must include a 3-year warranty.	6	Each	\$ 1,215.98	\$ 7,295.88	
3.	Laptops with 15-inch screen or better, 2 GHz processor or better, 2 GB ram or better, 100 gb HDD or better, 802.11 b/g/n, Windows 7 Professional, and must include a 3-year warranty.	25	Each	\$ 572.89	\$ 14,322.25	
4.	Monitors with 19-inch widescreen, LCD	44	Each	\$ 93.78	\$ 4,126.32	
	Monitors with 21-inch widescreen, LCD	10	Each	\$ 126.80	\$ 1,268.00	
5.	Wheeled computer cart capable of holding 30 laptops and keeping them charged.	1	Each	\$ 1,404.63	\$ 1,404.63	
6.	Microsoft Office Professional Plus with academic pricing.	79	Each	\$ 63.85	\$ 5,044.15	
7.	Microsoft Office for Mac Standard with academic pricing.	6	Each	\$ 49.13	\$ 294.78	
	Other: Installation/Shipping				\$ -	
Total Bid:					\$ 58,625.71	

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: February 7, 2012
CONTACT CITY DEPARTMENT: Public Library
CONTACT CITY STAFF: Connie Brooks, Director

SUBJECT: Authorize award and execution of a Purchase Order to SOUTHERN COMPUTER WAREHOUSE of Marietta, Georgia, in an amount not to exceed \$58,625.71 to purchase sixty (60) desktop computers, fourteen (14) laptop computers, and related equipment and software for the Kyle Public Library.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to Southern Computer Warehouse will require expenditure of funds from the accumulated Library Donation Fund for the new Kyle Public library.

1. City Department::	Public Library
2. Project Name:	Furniture, Fixtures, and Equipment (FF&E)
3. Budget/Accounting Code(s):	138-677-57111
4. Funding Source:	Library Donations
5. Current Appropriation:	\$ 161,905.90 (Donations)
6. Unencumbered Balance:	\$ 76,372.68
7. Amount of This Action:	<u>\$(58,625.71)</u>
8. Remaining Balance:	<u>\$ 17,746.97</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this purchase in the amount of \$58,625.71 is provided from accumulated donations for the new Kyle Public Library.

ADDITIONAL INFORMATION/COUNCIL ACTION:

The City Council's approval of this item will also authorize staff to apply \$58,625.71 from the Library Donation Fund for this Purchase Order.

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

14. Authorize award and execution of a 12-month service contract with IDS dba TEXAS TANK SERVICES of Tyler, Texas, to provide annual inspection services for the City's elevated and ground water storage tanks in compliance with TCEQ requirements in an amount not to exceed \$3,906.00 with two 12-month extension options in an amount not to exceed \$3,906.00 per extension option, for a total contract amount not to exceed \$11,718.00
~ *Harper Wilder, Director of Public Works*



PURCHASE REQUISITION FORM

VENDOR:

Texas Tank Services
Office Manager
4614 D.C. Drive Suite 2B
Tyler, TX 75701

REQUESTING DEPT:

Public Works
Jason Biemer
Utility Coordinator
512-262-3024 X 4012
512-749-6916

BILL TO:

City of Kyle
Public Works Department
520 E. FM 150
Kyle, TX 78640

Table with 5 columns: VENDOR NO., VENDOR PHONE NUMBER, TERMS, DATE, REQUIRED DELIVERY DATE. Row 1: 903-526-4371, 01/23/2012, 4/23/2012

SHIPPING INSTRUCTIONS

Table with 7 columns: ITEM, QTY, DESCRIPTION OF GOODS/SERVICES, BUDGET AVAIL?, ACCOUNT CODES, UNIT PRICE, AMOUNT. Row 1: 14.00, Performance of annual mandatory water storage tank inspections as required by TCEQ, YES, 310-820-55328, 279.00, 3,906.00

SUBTOTAL: 3,906.00
TAX: Not Applicable N/A
SHIPPING: 0.00
TOTAL: 3,906.00

Handwritten signature
AUTHORIZED SIGNATURE

IMPORTANT: PLEASE CHECK THAT THE BUDGET IS AVAILABLE TO MAKE THIS PURCHASE

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: February 7, 2012
CONTACT CITY DEPARTMENT: Public Works
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT: Authorize award and execution of a 12-month service contract with IDS dba TEXAS TANK SERVICES of Tyler, Texas, to provide annual inspection services for the City's elevated and ground water storage tanks in compliance with TCEQ requirements in an amount not to exceed \$3,906.00 with two 12-month extension options in an amount not to exceed \$3,906.00 per extension option, for a total contract amount not to exceed \$11,718.00.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to IDS dba Texas Tank Services for the first 12-month inspection services contract will require expenditure of funds from the Utility Fund by the Public Works Department. If the two 12-month renewal options are exercised by the City then adequate funding in the future annual budgets of the Public works Department would have to be secured by the Director of the Public Works Department.

1. City Department::	Public Works
2. Project Name:	Water Storage Tank Inspections
3. Budget/Accounting Code(s):	310-820-55328
4. Funding Source:	Utility Fund
5. Current Appropriation:	\$40,000.00
6. Unencumbered Balance:	\$ 6,225.00
7. Amount of This Action:	<u>\$ (3,906.00)</u>
8. Remaining Balance:	<u>\$ 2,319.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this service contract in the amount of \$3,906.00 is provided from the water portion of the Utility Fund managed by the Public Works Department. Funding from future budgets will be required for the two 12-month extension options if the City elects to exercise the options.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

15. A RESOLUTION ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD JOINTLY WITH HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ON MAY 12, 2012, FOR THE PURPOSE OF ELECTING TWO CITY COUNCILMEMBERS, AND A SPECIAL LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF ALCOHOLIC BEVERAGES, INCLUDING MIXED BEVERAGES, BY THE QUALIFIED VOTERS OF THE CITY OF KYLE; ESTABLISHING PAY RATES FOR ELECTION WORKERS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

~ Frank Garza, City Attorney

RESOLUTION NO.

A RESOLUTION ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD JOINTLY WITH HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ON MAY 12, 2012, FOR THE PURPOSE OF ELECTING TWO CITY COUNCILMEMBER'S, AND A SPECIAL LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF ALCOHOLIC BEVERAGES, INCLUDING MIXED BEVERAGES, BY THE QUALIFIED VOTERS OF THE CITY OF KYLE; ESTABLISHING PAY RATES FOR ELECTION WORKERS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR EARLY VOTING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas, specifically Section 22.003 of the Texas Local Government Code, provide that a General Election shall be held annually for the election of City Officers, and

WHEREAS, Senate Bill 100 (82nd Texas Legislature) changed the state's election calendar preventing the Hays County Election Administrator from guaranteeing the availability of sufficient leased voting equipment in May of even number years, thereby requiring Hays Consolidated Independent School District ["HCISD," herein] and City of Kyle to purchase their own equipment to continue to conduct May elections; and

WHEREAS, the registered voters of the City of Kyle submitted a petition having the minimum number of required signatures to the City Secretary to hold a local option election to determine whether or not to permit the legal sale of alcoholic beverages, including mixed beverages within the city limits of Kyle; and

WHEREAS, the City Council is required to order the local option election to be held on the issue set out in the petition in accordance with Chapter 501 of the Texas Election Code; and

WHEREAS, the City Secretary has certified that the number of valid signatures found on the petition are sufficient for submission to the City Council to order the Local Option Election; and

WHEREAS, the laws of the State of Texas further provides the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a resolution and order should be passed ordering said elections and establishing the procedure to be followed in said elections, and designating the voting place for said elections.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:

Section 1. That a General Election is hereby ordered to be held on the uniform election date of Saturday, May 12, 2012, which is at least sixty-two (62) or more days from the date of the

adoption of this order as required by Section 3.005(a) of the Texas Election Code of the State of Texas. The purpose of the election is to elect the following City Officers:

Council Member, Place Five
Council Member, Place Six

Section 2. In accordance with Section 5.02 of the City Charter, a majority vote is required to be elected. In case of any candidate failing to receive a majority vote, a runoff election shall be conducted in accordance with Chapter 2, Subchapter B, Sections 2.021-2.028 of the Texas Election Code.

Section 3. That all independent candidates for the above mentioned offices file their application to become a candidate with the City Secretary, Kyle City Hall, 100 W. Center Street, Kyle, Texas, no earlier than 9:00 a.m. on February 4, 2012 and not later than 5:00 p.m., Monday, March 5, 2012; and that all of said applications shall contain all of the information prescribed by the Secretary of State.

Section 4. That all office holders and candidates file with the City Secretary all appropriate notices and statements required by Title 15 of the Election Code of the State of Texas pertaining to Political Funds Reporting and disclosure.

Section 5. That the order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing to be conducted by the City Secretary at 10:00 a.m., on March 6, 2012 at Kyle City Hall as provided by Section 52.094 of the State Election Code.

Section 6. In response to the legally required petitions for a Local Option Election to legalize the sale of alcoholic beverages, including mixed beverages, a special election shall be held in and throughout the City on Saturday, May 12, 2012. The ballot shall be prepared to permit voting by all qualified voters for or against the legal sale of all alcoholic beverages, including mixed beverages. The official ballot for the Local Option election shall be in substantial conformity to the following:

PROPOSITION

Shall the City of Kyle, permit the legal sale of all alcoholic beverages including mixed beverages.

..... FORAGAINST

Section 7. That the election will be held jointly with Hays Consolidated Independent School District, the election for City Council of the City of Kyle shall be held in the following polling places:

**Kyle City Hall
100 W. Center Street
Kyle, Texas 78640**

**Hays CISD Performing Arts Center
979 Kohler's Crossing
Kyle, Texas 78640**

**Chapa Middle School
3311 Dacy Lane
Kyle, Texas 78640**

Section 8. The polls for said election shall be open from 7:00 a.m. to 7:00 p.m.

Section 9. Early voting shall be conducted in two locations in conjunction with HCISD and optical scan ballots shall be used for early voting by mail. Early voting by personal appearance for the election shall commence on April 30, 2012, at 7:00 a.m. and end at 5:00 p.m. on May 8, 2012. Early voting by personal appearance shall be conducted during the regular business hours each weekday from 8:00 a.m. until 5:00 p.m., except for Monday, April 30, and May 7, 2012 from 7:00 pm to 7:00 pm, and Saturday, May 5, 2012 from 10:00 am to 2:00 pm. Regular business hours are hereby designated as 7:00 a.m. until 7:00 p.m..

Section 10. The early voting election polling places of said City election shall be as follows:

City Early Voting Polling Places

**Kyle City Hall
100 W. Center Street
Kyle, Texas 78640**

**HCISD Central Office
21003 Interstate 35
Kyle, Texas 78640**

Section 11. That all applications for ballot by mail must be applied for no earlier than March 13, 2012 and application must be received no later than the close of business on Friday, May 4, 2012.

Section 12. The City Secretary is hereby authorized and instructed to procure and furnish all necessary election supplies to conduct said election. The Council appoints the City Secretary as the Custodian of Records ("Custodian") and agent to the Council to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period ending not earlier than the sixtieth (60th) day after the Election.

Section 13. The Office of the City Secretary shall perform all duties normally performed in general elections with respect to early voting, giving notice of the election and preparing the official ballots. Pursuant to Section 87.004 of the State Election Code, the Council appoints the City Secretary presiding judge of the early voting ballot board to count and return early voting ballots in accordance with the Texas Election Code.

Section 14. In addition, the presiding judge and alternate judge appointed for each precinct herein for the City of Kyle, conducting the General Municipal Election on Election Day, shall be authorized to appoint a sufficient number of clerks as they may deem necessary to assist them in said election, provided, however, that the number of clerks appointed by said presiding judge for each polling place shall not be less than two, including the alternate judge also serving as a clerk.

Section 15. The election judge serving on Election Day shall be compensated at the rate of \$10.00 per hour; and clerks serving on Election Day shall be compensated at the rate of \$10.00 per hour. No judge or clerk shall be paid for more than one hour of work before the polls open and no period of time subsequent to hours after voting is concluded by all voters and the sufficient materials related are delivered to the appropriate custodian of records for the City of Kyle.

Section 16. Direct recording electronic voting machines shall be used for voting at the foregoing election polling places and direct recording electronic voting machines shall be used for counting the ballots at said election..

Section 17. Notice of the Election, stating in substance the contents of this Order, shall be published one time in the English and Spanish languages, in a newspaper published within the City's territory at least 10 days and no more than 30 days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the City to post notices of the City's meetings no later than the 21st day before the Election, or if the 21st day before the Election falls on a weekend or holiday, on the first business day thereafter. The Mayor shall issue all necessary orders and writs for this election.

Section 18. The same Election Day Ballot Board is hereby designated to canvass the early votes cast by mail and by personal appearance.

Section 19. The following slate of officials and other designated persons are hereby authorized to be present at the City Hall to observe the election counting process:

- a. The Mayor and members of the City Council of the City of Kyle;
- b. Candidates for Mayor and City Council of the City of Kyle;
- c. The Kyle City Secretary or her designated representative.

Section 20. The Council Chambers located in the City Hall Building is hereby established as the Central Counting Station to receive and tabulate votes and ballots cast in said election.

Section 21. The following persons are hereby authorized and approved as persons employed and designated to handle the ballots, operate the tabulating equipment, count the ballots, and be present in the Central Counting Station:

- a. Central Counting Station Presiding Judge
- b. Central Counting Station Manager / City Secretary
- c. Central Counting Station Presiding Election Clerks

Section 22. All resident qualified voters of the City of Kyle shall be permitted to vote for Councilmember's Place #5 and the Local Option Election in the May 12, 2012 election. All residents qualified voters living in District 6 shall be permitted to vote for Councilmember Place #6, in said election. In addition, the election materials as outlined in Section 272.005, Texas

Election Code, shall be printed in both English and Spanish for use at the polling places and for early voting for said election.

Section 23. That the returns of said election be made in accordance with the State Election Code and shall be canvassed by the City Council at a City Council Meeting to be called between May 15-23, 2013.

Section 24. The Mayor is authorized to sign an Order of Election and a Notice of Regular Municipal Election prescribed by the State of Texas on behalf of the City Council. The Notice of Regular Municipal Election shall be published in accordance with the provisions of the Texas Election Code.

Section 25. Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

Section 26. That this resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this ____ day of February, 2012.

Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary

**AGREEMENT BY
THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF KYLE
TO HOLD A JOINT ELECTION IN CERTAIN VOTING
PRECINCTS
ON MAY 12, 2012**

WHEREAS, the Hays Consolidated Independent School District ("Hays CISD") will hold a general election on May 12, 2012, for certain members of the Board of Trustees.

WHEREAS, the City of Kyle ("CITY") will hold a general election for City Council positions within the boundaries of the CITY on May 12, 2012; and,

WHEREAS, Texas Election Code, Chapter 271 authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and,

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

NOW, THEREFORE, Pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Sections 271.002 and 271.003 of the Texas Election Code, the Joint Election Agreement set forth below is entered into by and between the entities acting by and through their respective governing bodies, agree as follows:

1. Hays CISD and the CITY will share polling places during the election on May 12, 2012.
2. Hays CISD and the CITY will appoint the same election officials to preside over the election precinct in which a common election is held.
3. Hays CISD and the CITY will use a HAVA compliant voting system (DREs) in each election precinct in which a common election is held.
4. The expenses of the joint election will be divided equally between the entities having a common election. Expenses will be determined and divided based on each precinct. By way of example, where the entities hold a common election in a precinct, the expenses will be apportioned on-half each. Each entity will jointly bear all expenses for equipment and supplies utilized in its election and will abide by the equipment purchasing and sharing agreement in which both Hays CISD and the CITY have previously entered. In the event either entity cancels its election in accordance with Section 2.053 of the

Election Code, that entity will be responsible only for expenses incurred prior to cancellation.

5. It is agreed that both entities will contract with Hays County Elections Administrator to provide all election services needed for these elections and both entities will first use equipment owned by the entities. Any additional equipment needed will be leased from the county or another vendor and the expenses divided proportionally between Hays CISD and the CITY.
6. Early voting for Hays CISD and the CITY shall be conducted jointly per the election services contract with Hays County Elections Administrator in accordance with Title 7 of the Texas Election Code.
7. Hays CISD and CITY shall each be responsible for obtaining preclearance of their respective elections pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. § 1977, et seq., to the extent this agreement constitutes a change to their voting laws or procedures. In the event either party is denied preclearance, this Agreement shall be of no force or effect.

DATED this the ___ day of _____, 2012.

CITY OF KYLE

BY: _____

ATTEST: _____

DATED this the ___ day of _____, 2012.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BY: _____

ATTEST: _____

THE COUNTY OF HAYS

Elections/Voter Registration
712 S. Stagecoach Trail, Suite 1045
San Marcos, TX 78666-7751



Phone: (512) 393-7310

www.co.hays.tx.us

Joyce A. Cowan
Elections Administrator/Voter Registrar

ESTIMATED COST FOR ELECTION EXPENSES

City of Kyle General Election, May 12, 2012
Based on 3 election day poll and 1 cv site

	Estimate
1. Electronic voting system programming and testing	
A. General	\$ 375.00
2. Rental of voting equipment (Election Day & Early Voting)	
A. General	
a. Number of DREs/eSlate systems	
X rental rate of \$100.00 =	\$ n/a
b. Number of DAUs/Disable Access Units	
X rental rate of \$100.00 =	\$ n/a
c. Number of JBCs/ Judges Booth Comptroller	
X rental rate of \$100.00 =	\$ n/a
3. Election kits and other election supplies	
A. General	\$ 152.00
4. Precinct election judges and clerks	
A. Election Day	\$ 1,170.00
$\frac{9 \text{ number of election judges and clerks}}{1} \times \frac{130.00 \text{ hourly rate (max. \$10.00)}}{1} =$	
B. Early Voting	\$ 1,520.00
$\frac{2 \text{ number of early voting clerks}}{1} \times \frac{760.00 \text{ (8 days)}}{1} =$	
$\frac{2 \text{ number of early voting clerks}}{1} \times \frac{760.00 \text{ (8 days)}}{1} =$	
hourly rate (max. \$10.00)	
5. Election judges/clerk's fee for pickup & delivery of supplies	
A. Election Day	\$ 75.00
$\frac{3 \text{ number of workers}}{1} \times \frac{25.00 \text{ fee (max. \$25.00)}}{1} =$	
6. Early Voting Ballot Board Personnel (\$ 81.121*)	
A. General	\$ 30.00
$\frac{3 \text{ number of workers}}{1} \times \frac{10.00 \text{ hourly rate (\$10.00)}}{1} =$	
7. Central Counting Station Personnel (\$ 81.121*)	
A. General	\$ 25.00
$\frac{1 \text{ number of workers}}{1} \times \frac{25.00 \text{ hourly rate (\$10.00)}}{1} =$	
a. Manager and technical support personnel	\$ 50.00
8. Miscellaneous election costs	
A. General	\$ 350.00
sample ballots, processing payroll, postage, telephone, travel, additional supplies, Training of poll workers...	
9. County Election Services Contract Administrative Fee (\$81.132)	
A. General	\$ 374.70
10. Total Cost of General	\$ 4,121.70

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

16. *(First Reading) AN ORDINANCE ESTABLISHING REGULATIONS FOR THE ISSUANCE OF CITATIONS STEMMING FROM ALLEGED CRIMINAL VIOLATIONS OF ORDINANCE; PROVIDING FOR NOTICE REQUIREMENTS FOR ABATEMENT OF NUISANCES; PROVIDING FOR RULES, STANDARDS, PROCEDURES, AND CRIMINAL PENALTIES; SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE*
~ *Frank Garza, City Attorney*

ORDINANCE NO.

**AN ORDINANCE ESTABLISHING REGULATIONS FOR THE
ISSUANCE OF CITATIONS STEMMING FROM ALLEGED
CRIMINAL VIOLATIONS OF ORDINANCE; PROVIDING FOR
NOTICE REQUIREMENTS FOR ABATEMENT OF NUISANCES;
PROVIDING FOR RULES, STANDARDS, PROCEDURES, AND
CRIMINAL PENALTIES; SEVERABILITY CLAUSE AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Kyle is a Home Rule Municipality; and

WHEREAS, it is the belief of the City Council that it is in the best interest of the City of Kyle in order to fully secure the health, safety and welfare of its citizens additional authority be granted to certain city officials the authority to issue citations for alleged criminal violations of the City's Code of Ordinances.

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

SECTION 1. The following provisions shall be added to the City's Code of Ordinances;

(a) Definitions.

Citation means an ordinance violation notice and notice to appear before the city municipal court, as provided for in this section.

City means the City of Kyle, a home-rule municipality located in Hayes County, Texas.

Person means any individual, association, firm, corporation, governmental agency, political subdivision, or legal entity of any kind.

(b) Administration.

(1) Relation to related laws. A citation issued pursuant to this section does not relate to authority of a peace officer to issue a citation pursuant to V.T.C.A., Code of Criminal Procedure art. 14.06(d) or V.T.C.A., Transportation Code § 543.003.

(2) Authority to issue citations. Pursuant to this section, and the scope of their assigned duties, a citation may be issued of the following individuals so designated by the city council:

- a. Code enforcement officer(s);
- b. Animal control officer(s);
- c. Building inspector(s); and
- d. Any certified peace officer licensed by the State of Texas and employed by the City's Police Department.

(3) Form and content of citation. A citation issued under this section must be in a form approved by the municipal court clerk that includes the following information:

- a. The name, address, date of birth, and/or driver's license number, physical description, and telephone number of the person cited;
- b. The offense for which the person is charged;
- c. The date and location of the offense;
- d. A deadline to contact the municipal court;
- e. A statement requiring the person receiving the citation to appear at municipal court on or before the deadline indicated on the citation;
- f. A statement of the person's promise to respond to the citation, pursuant to V.T.C.A., Code of Criminal Procedure art. 27.14, by the deadline indicated on the citation, including a place for the person cited to provide the person's signature; and
- g. The signature of the person issuing the citation.

(4) *Pleading subsequent to issuance of citation.* All pleas arising from the issuance of a citation under this section shall be made pursuant to V.T.C.A., Code of Criminal Procedure art. 27.14.

(c) *Related offenses and penalty.*

(1) *Ordinance violation of promise to appear.* A person issued a citation, as authorized by this section, commits an offense if the person fails to appear or enter a plea pursuant to subsection (b)(4) on or before the deadline to appear indicated on the citation as authorized by V.T.C.A., Penal Code art. 38.10.

(2) *Interference or obstruction of issuance.* A person commits an offense if the person interferes with or obstructs the issuance of a citation under this section

(3) *Providing false of fictitious name.* A person commits an offense if the person gives a false or fictitious name, address, or other information to an individual authorized to issue a citation under this section

(4) *Penalty.* Each violation under this section is a misdemeanor offense punishable upon conviction by a fine not to exceed \$2,000.00 per offense. Each day shall constitute a separate offense.

SECTION 2. NOTICE TO OWNER TO ABATE

Whenever the existence of nuisance as provided in the City's Code of Ordinances, on any lot or parcel of real estate situated within the corporate limits of the city, shall come to the attention of the City, it shall be the duty of said Code Enforcement Officer, Animal Control Officer, Building Inspector or Kyle Police Officer to prepare a written notice, identifying such property, to be sent to the person, firm or corporation owning or having possession or control of such lot or parcel of real estate, requiring the abatement, within a specified time, of such nuisance. Nuisance abatement shall include but is not limited to removing debris, weeds, brush, rubbish, decaying vegetable matter, removing junked vehicle, removing non conforming building or structure, construction to bring into compliance a building or structure so that it conforms with the building or zoning codes, removing other objectionable, unsightly or unsanitary matter of whatever nature, as the case may be, or by filling in, draining, leveling or otherwise regulating such lot or parcel of real estate, so as to prevent stagnant water standing therein, within ten days from the

date of service of such notice.

SECTION 3. SERVICE OF NOTICE

Such notice as described in Section 2 shall be served by the Code Enforcement Officer, Animal Control Officer, Building Inspector or Kyle Police Officer, by delivering such notice to the person, firm or corporation, or by leaving such notice at his place of residence or business if within the corporate limits of the city, and if a firm or corporation, by service upon any officer, agent or representative authorized by law to accept citation. If the person, firm or corporation to be served with such notice shall reside outside the limits of the city, the posting of a letter addressed to such person, firm or corporation at their post office address, if known, shall be sufficient service of such notice. The Code Enforcement Officer, Animal Control Officer, Building Inspector or Kyle Police Officer serving such notice shall make due return thereof on a copy of such notice, showing date and manner of service.

SECTION 4. ENFORCEMENT OF NOTICE

In the event of failure, neglect or refusal by the owner of any such lot or parcel of real estate to cause such nuisance to be removed or abated in the manner and within the time hereto provided, the Code Enforcement Officer, Animal Control Officer, Building Inspector or Kyle Police Officer shall file a complaint in the Municipal Court of the City of Kyle. For matters that are not Zoning violations, the City Manager, if found to be more expedient, shall file a written report with the City Council, showing due service of the notice herein provided, upon the owner of such property, and describing such property. The City Council, if they are of the opinion that such nuisance is being maintained or continued, shall at once authorize, direct and empower the City Manager without further notice to the owner of such lot or parcel of real estate, to proceed at once to abate such nuisance by grubbing and removing such weeds, brush, debris, rubbish and any other objectionable, unsightly or unsanitary matter of whatever nature, as the case may be, or by filling in, draining, leveling or otherwise regulating such lot or parcel of real estate, so as to prevent stagnant water standing therein, and charge the necessary cost and expense of procuring such work and improvements to the owner of the property.

SECTION 5. SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

SECTION 6. EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage, approval and publication according to law.

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

17. A RESOLUTION OF THE CITY COUNCIL, CITY OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR A CRIMINAL JUSTICE PROGRAM GRANT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF KYLE, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; TO WORK WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO COMPLY WITH GRANT REQUIREMENTS OF THE CRIMINAL JUSTICE PROGRAM GRANT

~ Raquel Garcia, Grants Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, CITY OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR A CRIMINAL JUSTICE PROGRAM GRANT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF KYLE, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; TO WORK WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO COMPLY WITH GRANT REQUIREMENTS OF THE CRIMINAL JUSTICE PROGRAM GRANT

Whereas, the Capital Area of Governments is directed by the Office of the Governor to administer requests for grant applications on behalf of the Criminal Justice Division for Criminal Justice activities and,

Whereas, The Kyle City Council finds it in the best interest of the citizens of Kyle that a Mental Health Officer be an important resource and,

Whereas, The City of Kyle agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Kyle City Council assures that the funds will be returned to the Criminal Justice Division in full and,

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

1. The City Manager is hereby authorized on behalf of the City to execute such applications as are necessary to be made to the Governor's Office Criminal Justice Division to apply for funding under the Criminal Justice Grant Program;
2. If the project is funded, the City Of Kyle will: comply with the grant requirements of the Criminal Justice Division; agree the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant; and, activities will comply with and support the criminal justice planning of the City Of Kyle, Texas.
3. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City Of Kyle.

PASSED AND APPROVED THIS 7TH day of February 2012.

CITY OF KYLE, TEXAS

By: _____
Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

18. A RESOLUTION OF THE CITY COUNCIL, CITY OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR A VIOLENT CRIMES AGAINST WOMEN CRIMINAL JUSTICE AND TRAINING PROJECTS GRANT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF KYLE, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; TO PROVIDE MATCHING FUNDS; TO WORK WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO COMPLY WITH GRANT REQUIREMENTS OF THE VIOLENT CRIMES AGAINST WOMEN CRIMINAL JUSTICE AND TRAINING PROJECTS GRANT
~ *Raquel Garcia, Grants Administrator*

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, CITY OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR A VIOLENT CRIMES AGAINST WOMEN CRIMINAL JUSTICE AND TRAINING PROJECTS GRANT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF KYLE, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; TO PROVIDE MATCHING FUNDS; TO WORK WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO COMPLY WITH GRANT REQUIREMENTS OF THE VIOLENT CRIMES AGAINST WOMEN CRIMINAL JUSTICE AND TRAINING PROJECTS GRANT

Whereas, the Capital Area of Governments is directed by the Office of the Governor to administer requests for grant applications on behalf of the Criminal Justice Division and,

Whereas, The City Of Kyle understands that a 35% cash and/or in-kind cost share is a requirement of the Violent Crimes Against Women Criminal Justice and Training Project Grant and,

Whereas, The Kyle City Council finds it in the best interest of the citizens of Kyle that a Victims Coordinator be an important resource and,

Whereas, The City of Kyle agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Kyle City Council assures that the funds will be returned to the Criminal Justice Division in full and,

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

1. The City Manager is hereby authorized on behalf of the City to execute such applications as are necessary to be made to the Governor's Office Criminal Justice Division to apply for funding under the Violent Crimes Against Women Criminal Justice and Training Projects Grant;
2. The City Of Kyle agrees to provide matching funds through a cash and/or in-kind match in the amount of 35% of total project costs as required by the Violent Crimes Against Women Criminal Justice and Training Projects grant application;
3. If the project is funded, the City Of Kyle will: comply with the grant requirements of the Criminal Justice Division; agree the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant; and, activities will comply with and support the criminal justice planning of the City Of Kyle, Texas.
4. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City Of Kyle.

PASSED AND APPROVED THIS 7TH day of February 2012.

CITY OF KYLE, TEXAS

By: _____
Lucy Johnson, Mayor

ATTEST:

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

19. *(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED CONTROL SIGNS FOR THE ZONING OF TRAFFIC AND RATE OF SPEED THEREIN, ON FM 1626 (KYLE PARKWAY) IN THE CITY LIMITS OF THE CITY OF KYLE; AFFIRMING THE DEFINITION OF SPEEDING AND FIXING A PENALTY THEREFOR; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; DECLARING AN EMERGENCY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF*

~ Steven D. Widacki, P.E., City Engineer

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED CONTROL SIGNS FOR THE ZONING OF TRAFFIC AND RATE OF SPEED THEREIN, ON FM 1626 (KYLE PARKWAY) IN THE CITY LIMITS OF THE CITY OF KYLE; AFFIRMING THE DEFINITION OF SPEEDING AND FIXING A PENALTY THEREFOR; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; DECLARING AN EMERGENCY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

Whereas, after review, inquiry of the public through citizen participation at a public hearing, the City Council has found the speed control signs 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 and traffic engineering criteria as hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of FM 1626 (Kyle Parkway) routed in the City of Kyle, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

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 the traffic and speed control signs are hereby confirmed and ratified by the City Council as follows:

- a) *For Eastbound Traffic on FM 1626 (Kyle Parkway)*, beginning at the west City Limit of the City of Kyle at milepoint 0.355 to milepoint 2.017 (200 feet north of Cromwell Drive), a distance of approximately 1.662 miles, a prima facie maximum speed limit of **60 MPH** (miles per hour); and from milepoint 2.017 (200 feet north of Cromwell Drive) to milepoint 3.019 (at the IH-35 northbound frontage road), a distance of approximately 1.002 miles, a prima facie maximum speed limit of **55 MPH**.
- b) *For Westbound Traffic on FM 1626 (Kyle Parkway)*, beginning at the IH-35 northbound frontage road at milepoint 3.019 to milepoint 2.017 (200 feet north of Cromwell Drive), a distance of approximately 1.002 miles, a prima facie maximum speed limit of **55 MPH**; and from milepoint 2.017 (200 feet north of Cromwell Drive) to the west City Limit of the City of Kyle at milepoint 0.355, a distance of approximately 1.662 miles, a prima facie maximum speed limit of **60 MPH**.

Speed control signs will be erected in their current locations or in locations determined most suitable by the Texas Department of Transportation, giving notice of the prima facie speed limit in effect at all times unless otherwise changed by another traffic control device duly placed, such as a school speed zone or temporary construction speed zone.

Section 6. Traffic Control Speed Signs. The City Council hereby supports and acknowledges that the traffic speed zone signs hereinafter set forth will be placed, installed, and erected at the locations designated, and that each such sign/device be hereafter enforced by the City. The signs shall indicate the prima facie speed limit in the direction facing the sign.

Section 7. Violation and Penalties. That all of the streets of the City of Kyle, and all portions of any such streets, are hereby declared to be public streets and it shall be unlawful for any person to drive or operate a motor vehicle that enters the speed zone identified in this ordinance without observing the prima facie maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. 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, which is named "The Offense of Speeding" and upon conviction thereof, shall be punished by a fine of not less than \$50.00 nor more than \$200.00. That the use of the word "Speeding" shall be sufficient to designate the said offense, and shall mean that a motor vehicle has been driven upon a public street at a greater rate of speed than fixed by City Ordinance for the street and for the zone thereof, that such motor vehicle was so being drive upon, if zoned.

That in prosecutions under this ordinance, for the offense of speeding, the complaint, if in other respects sufficient in form, shall as to the portion thereof seeking to acknowledge the offense, be sufficient if it in substance alleges that the defendant did while driving a motor vehicle in said city commit the offense of "Speeding".

Section 8. 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 9. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, sentence, paragraph or section of this ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. 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 notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, LG Code.

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VII. Consider and Possible Action, cont...

20. Consideration and Possible Action regarding the First Amended and Restated Interlocal Agreement between Hays County and the City of Kyle regarding FM 150
~ *Lanny Lambert, City Manager*

**1st AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND CITY OF KYLE
(FM 150)**

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This ~~1st~~ Amended and Restated Interlocal Agreement (the "Amended Agreement") is entered into as of this _____ day of _____, 2011, by and between Hays County, a political subdivision of the State of Texas (the "County") and the City of Kyle, a political subdivision of the State of Texas (the "City") (collectively, the "Parties"). ~~The original Interlocal Agreement between the Parties and related to this matter, which was executed on or about August 18, 2009, is hereby replaced and restated by this Amended Agreement.~~

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RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

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WHEREAS, the County has entered into a Pass-Through Financing Agreement (with the Texas Department of Transportation ("TxDOT") to construct a southbound frontage road between FM 1626 (Kyle Parkway) and RM 150, including the construction of new ramps and a realignment of RM 150 (collectively, the "RM 150 Project"); and

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WHEREAS, the City desires to participate with the County in the funding of the RM 150 Project; and

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~~**NOW THEREFORE**~~, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

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A.

TERMS AND CONDITIONS

1. Project Description.

1.1 The Project. The RM 150 project consists of the completion improvements on RM 150, east of IH-35 within the project limits depicted in Exhibit "A". Additionally, RM 150 will be realigned to allow the frontage roads between FM 1626 and Yarrington Road to be converted from two-way to one-way operation. The total Project is estimated to be Nine Million, Five-Hundred-Thousand Dollars (\$9,500,000.00 USD) ("Project Costs").

~~Deleted: of the southbound frontage road between FM 1626 (Kyle Parkway) and~~
~~Deleted: including new ramps~~
~~Deleted: \$~~
~~Deleted: 29,892,650~~

1.2 Obligation of TxDOT. TxDOT will be responsible for letting and managing the Project.

2. Party Obligations.

2.1 City Payment. The City shall be obligated to pay ~~Four Million, Five-Hundred-Thousand Dollars (\$4,500,000)~~ as its share of the Project Costs. This payment shall be due on or before sixty (60) days prior to the TxDOT letting of the Project, or within thirty (30) days of the Effective Date of this Amended Agreement, whichever is later. This payment represents the City's contribution of Three Million Dollars (\$3,000,000.00 USD) toward Project construction costs and One Million, Five-Hundred-Thousand Dollars (\$1,500,000.00 USD) toward Right of Way Acquisition on the Project,

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2.2 County Payment. The County shall be responsible for all costs related to the environmental permitting, project design, acquisition of right-of-way, and construction costs for the RM 150 Project (except for the City's obligation to acquire right-of-way for the RM 150 realignment, cited in Section 2.1, above).

Deleted: Additionally, the City shall be responsible for all costs related to the acquisition of right of way needed for the RM 150 realignment as described above. Except for the acquisition of the right-of-way as stated above, the City shall not be obligated to fund any sums above \$5,000,000.

2.3 Pro-Rata Reimbursement. Each Party shall be responsible for an amount that is equal to that Party's pro rata contribution to the Project Costs. The pro rata contribution for the City under this Amended Agreement is 47.37%. The pro rata contribution for the County under this Amended Agreement is 52.63%. If final project costs are less than the Project Costs cited in Section 1.1, above, and the amount a Party has contributed toward total project costs exceeds that Party's pro rata contribution, then that Party shall be reimbursed whatever amount necessary to bring that Party's pro rata contribution back to the percentage cited in this Section.

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2.4 Additional Pro-Rata Contribution. Each Party shall be responsible for an amount that is equal to that Party's pro rata contribution to the Project Costs. The pro rata contribution for the City under this Amended Agreement is 47.37%. The pro rata contribution for the County under this Amended Agreement is 52.63%. If final project costs are more than the Project Costs cited in Section 1.1, above, then the City shall be obligated to pay 47.37% of final project costs, even though that amount exceeds Four Million, Five-Hundred-Thousand Dollars (\$4,500,000 USD). If, at the time of substantial completion of the Project, it is determined that the City owes additional funding under this Section, then the County shall provide written notification of the amount owed in writing, along with a written accounting of the Project expenditures. The City shall pay the difference to the County within Sixty (60) days of such written notification.

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2.5 Removal of Utilities Improvements. The Parties agree that, should the primary landowner associated with right-of-way acquisition for this project not agree to a donation or bargain sale of the right-of-way property, then the specified utility and drainage improvements that would otherwise facilitate development of that landowner's property may be removed from project specifications and the Project Costs may be reduced to reflect that change in specifications.

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B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Amended Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument. Deleted: Agreement
2. **Governing Law.** This Amended Agreement will be governed by the Constitution and laws of the State of Texas. Deleted: Agreement
3. **Successors and Assigns.** The assignment of this Amended Agreement by either Party is prohibited without the prior written consent of the other Party. Deleted: Agreement
4. **Headings.** The captions and headings appearing in this Amended Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation. Deleted: Agreement
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Amended Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Amended Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected. Deleted: Agreement Deleted: Agreement
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Amended Agreement will not be deemed a waiver of any subsequent default or other matter. Deleted: Agreement
7. **Amendments.** This Amended Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties. Deleted: Agreement
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Amended Agreement. Deleted: Agreement
9. **Venue.** All obligations of the Parties are performable in Hays County, Texas and venue for any action arising hereunder will be in Hays County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Amended Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Amended Agreement. Deleted: Agreement Deleted: Agreement

11. Representations. Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Amended Agreement.

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12. Exhibits. All exhibits attached to this Amended Agreement are hereby incorporated in this Amended Agreement as if the same were set forth in full in the body of this Amended Agreement.

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13. Entire Amended Agreement. This Amended Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or Amended Agreements, either verbal or written, between the Parties with respect to such matters.

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14. Term. This Amended Agreement shall automatically terminate if a contract for the Project is not awarded within three (3) years after this Amended Agreement is executed by both parties.

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KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

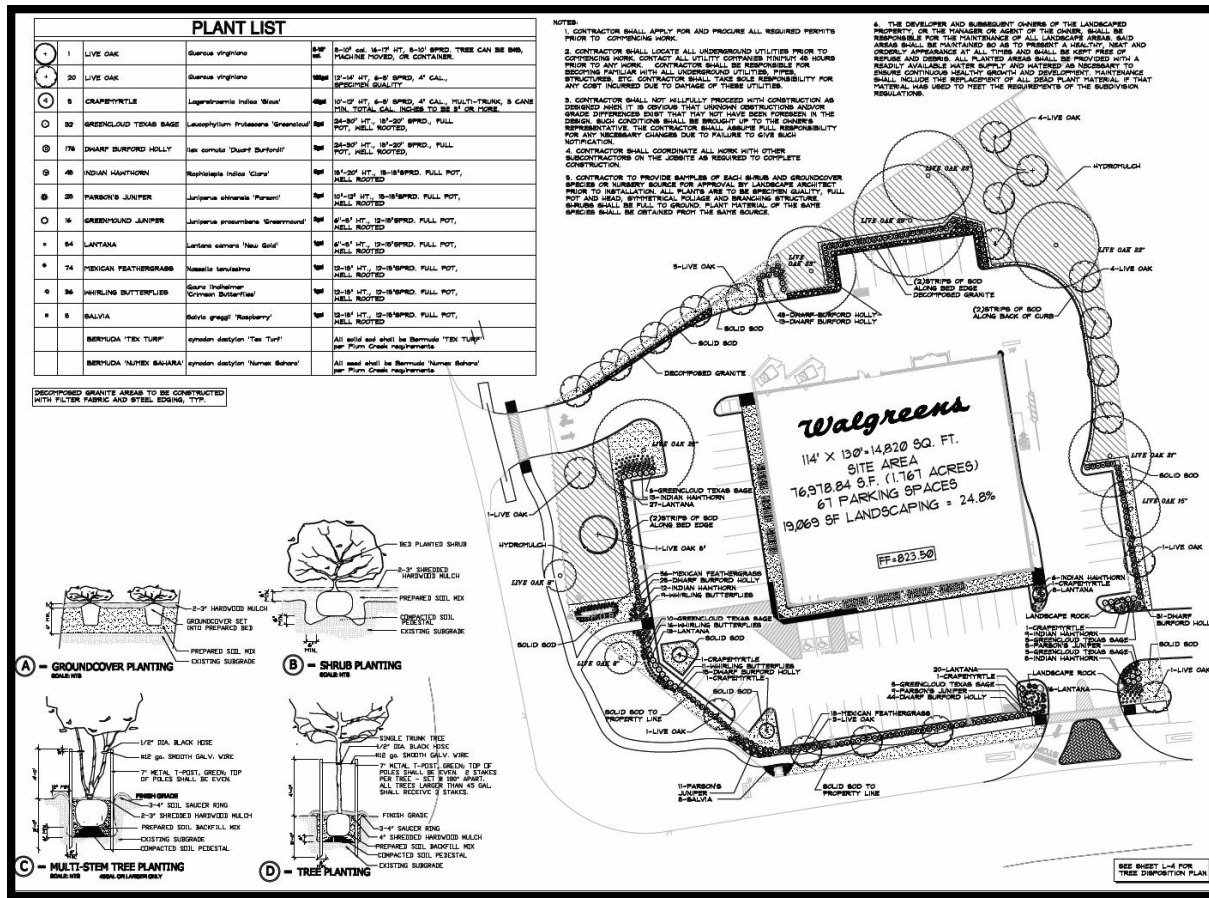
VIII. Planning & Zoning – Site Development Plan

21. Walgreens - Plum Creek (SD-11-014) 1.767 acres; 14,820 square foot building
Located at the corner of FM 2770 and FM 150
Applicant: Nomoland Company, LP
Agent: Travis J. Bousquet, P.E.
~ *Sofia Nelson, Director of Planning*

Planning and Zoning Commission voted 6-0 to approve the Site Plan.

Public Hearing

Item #21 Site Development- Walgreens



KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

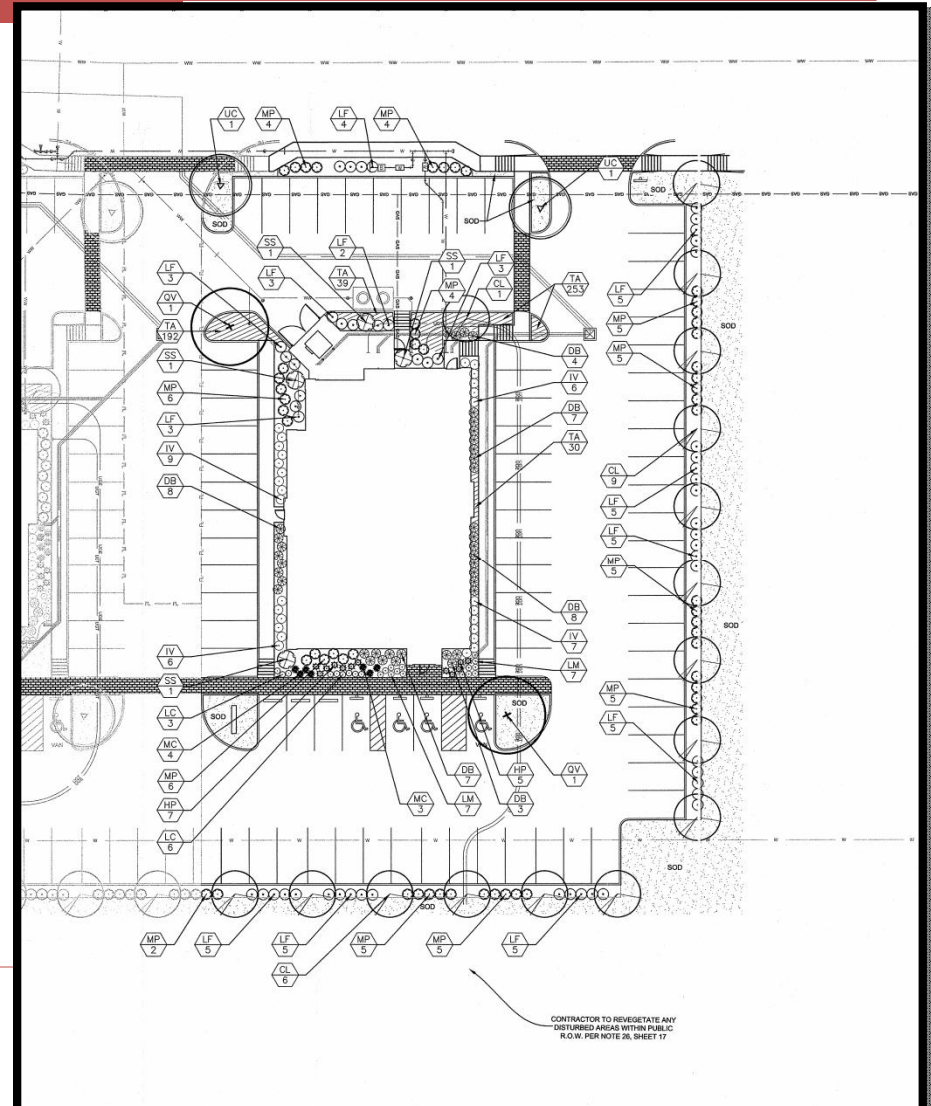
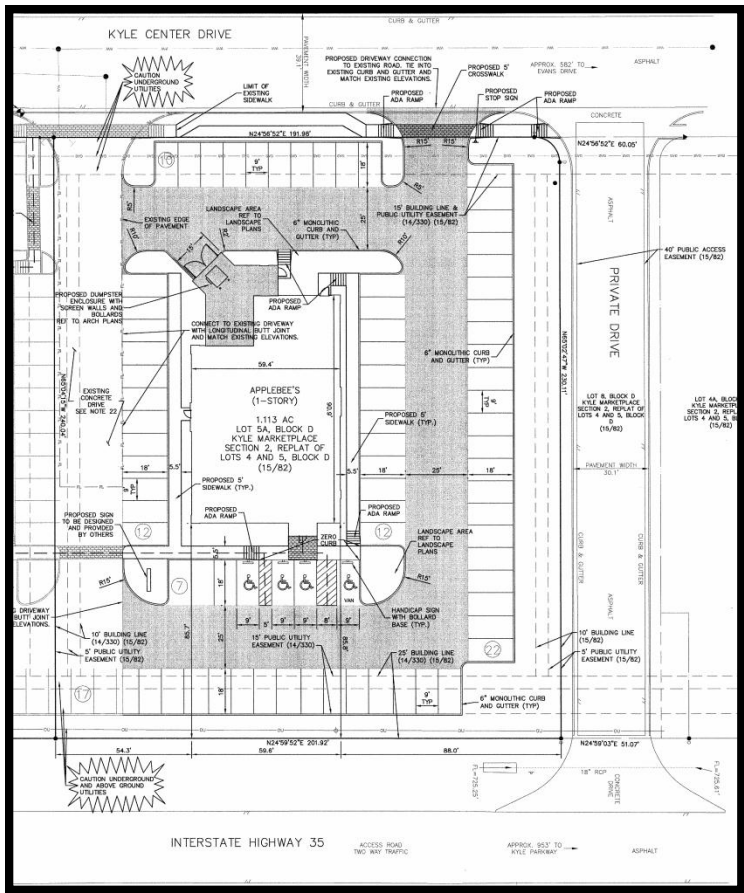
VIII. Planning & Zoning –*Conditional Use Permit/Conditional Use Overlay District*

22. Consider a request by NRP Restaurants (Applebee's) for a Conditional Use Permit to construct a 4,893 square foot building located within the Interstate Highway 35 Corridor District.
1.113 acres; 4,893 square foot building
Located at 5363 Kyle Center Drive
Applicant: NRP Restaurants
~ *Sofia Nelson, Director of Planning*

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

Public Hearing

Item- 22 Conditional Use Permit- Applebee's



CONTRACTOR TO REVEGETATE ANY
DISTURBED AREAS WITHIN PUBLIC
R.O.W. PER NOTE 26, SHEET 17

CUP- Applebee's

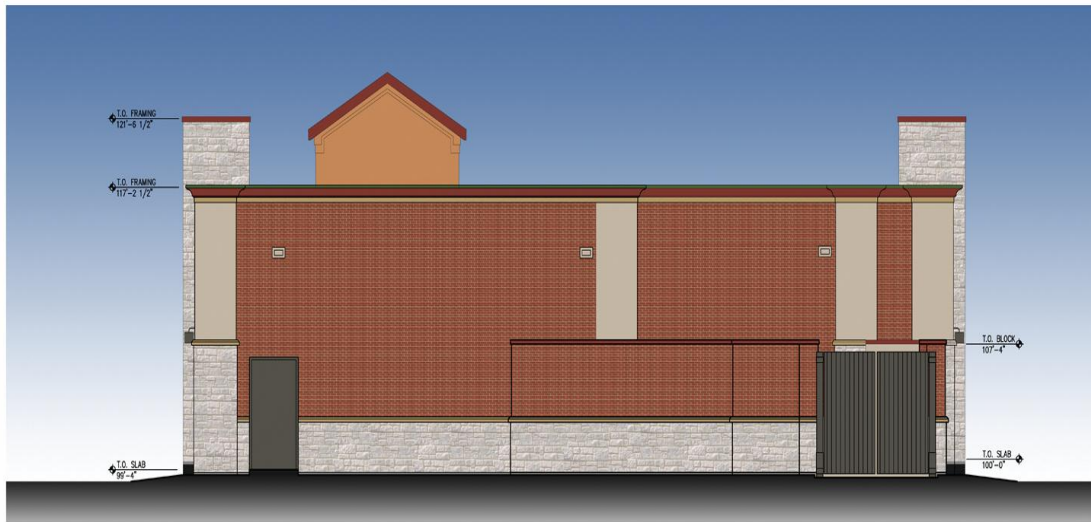


Front Elevation















- STONE** - ST-1 SISTERDALE
 CREAM "OLD GERMAN"
- THIN BRICK** -BR-1-"MEDIUM RED"
 (TO MATCH DEVELOPEMENT STANDARDS)
- EFS**
 - EFS-1 NOMADIC DESERT
 - EFS-2 APPLEBEE'S COLONIAL RED
 - EFS-3 ARMAGNAC
 - EFS-4 BAGUETTE
- EXTERIOR PAINT**
 - EP-1 NOMADIC DESERT
 - EP-2 APPLEBEE'S COLONIAL RED
 - EP-3 URBAN BRONZE
 - EP-4 ARMAGNAC
 - EP-5 BAGUETTE
 - EP-6 GREEN (TO MATCH SIGNAGE)
- STANDING METAL SEAM ROOF**
 - R-1 COLONIAL RED



Left Elevation



Rear Elevation

-  STONE - ST-1 SISTERDALE CREAM "OLD GERMAN"
-  THIN BRICK -BR-1-"MEDIUM RED" (TO MATCH DEVELOPEMENT STANDARDS)
- EIFS
 -  EIFS-1 NOMADIC DESERT
 -  EIFS-2 APPLEBEE'S COLONIAL RED
 -  EIFS-3 ARMAGNAC
 -  EIFS-4 BAGUETTE
- EXTERIOR PAINT
 -  EP-1 NOMADIC DESERT
 -  EP-2 APPLEBEE'S COLONIAL RED
 -  EP-3 URBAN BRONZE
 -  EP-4 ARMAGNAC
 -  EP-5 BAGUETTE
 -  EP-6 GREEN (TO MATCH SIGNAGE)
-  STANDING METAL SEAM ROOF
 -  R-1 COLONIAL RED



Right Elevation

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VIII. Planning & Zoning –*Conditional Use Permit/Conditional Use Overlay District*

23. Consider a request by ACG Texas, LP (IHOP) for a Conditional Use Permit to construct a 4,676 square foot building located within the Interstate Highway 35 Corridor District.
0.850 acres; 4,676 square foot building
Located at 5401 Kyle Center Drive
Applicant: ACG Texas, LP
~ *Sofia Nelson, Director of Planning*

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

Public Hearing

CUP-IHOP













Front Elevation



Left Elevation



-  **STONE** - ST-1 SISTERDALE CREAM "OLD GERMAN"
-  **THIN BRICK** -BR-3-"MEDIUM RED (TO MATCH DEVELOPEMENT STANDARDS)"
- EIFS**
-  EFS-1 PHANTOM BLUE
-  EFS-2 OBELISK (MED. TAN)
-  EFS-3 BRUSHWOOD (DARK TAN)
-  EFS-4 SHIPS AT SEA
-  EFS-5 CLASSIC LIBERTY RED
- METAL PANEL**
-  ACM-1 COPPER PENNY
- STANDING METAL SEAM ROOF**
-  R-1 AWARD BLUE
- METAL REVEAL**
-  MT-1 MATCH BRUSHWOOD

Rear Elevation



Right Elevation

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VIII. Planning & Zoning – Comprehensive Master Plan

24. *(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE TRANSPORTATION MASTER PLAN COMPONENT OF THE COMPREHENSIVE MASTER PLAN TO IDENTIFY BEBEE ROAD AS A MINOR ARTERIAL; PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTERS*






~ Sofia Nelson, Director of Planning



Planning and Zoning Commission voted 6-0 and the Long Range Planning Committee voted 7-0 to approve the update to the Transportation Master Plan to include Bebee Road as a Minor Arterial Road and establish Bebee Road as a moderate priority level roadway in the Comprehensive Master Plan. The Mobility Committee voted 6-0 to update the Transportation Master Plan to identify Bebee Road as a minor arterial roadway. Public Hearing

City of Kyle Transportation Plan 2010 Comprehensive Plan


Legend

Roadway Type Planned


-  Core Linkage Connection
-  Inner Loop Connection
-  Parkway Loop Connection
-  Regional Connector
-  Rural Approachway Connection


-  Dashed Lines: Proposed Pavement
-  Solid Lines: Existing Pavement


Land Use Districts

-  Core Area Transition Community
-  Employment Community
-  Farm Landscape
-  Heritage Community
-  Historic Core Area Transition
-  Mid-Town Community
-  New Settlement Community
-  New Town Community
-  Old Town Community
-  Ranch Landscape
-  Riparian Landscape
-  Sensitive/Sustainable Development
-  Super Regional Node
-  Regional Node
-  Local Node

-  Kyle City Limits

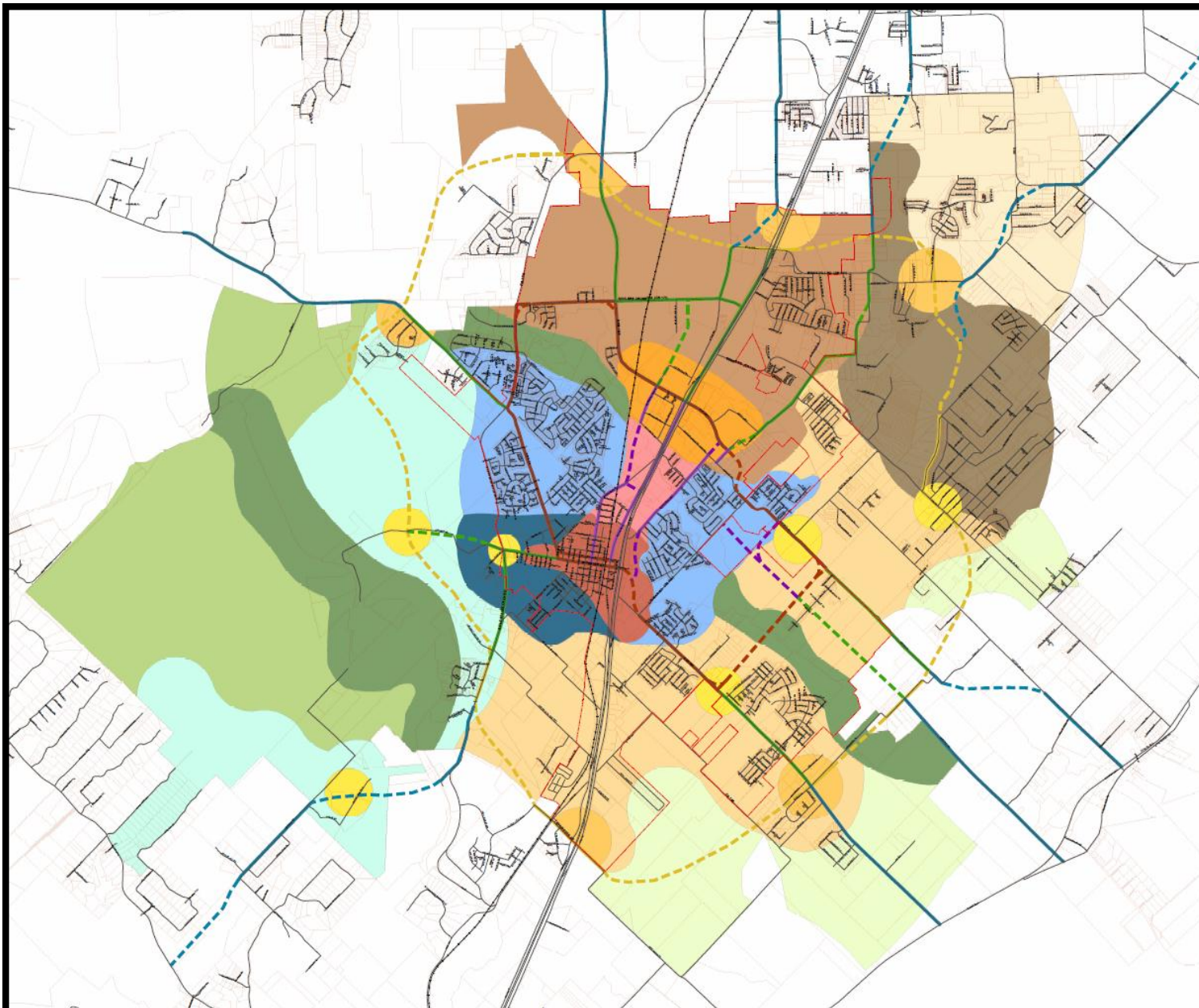
-  Railroad

-  Streets

-  Parcel Lines



Map created February 22, 2011





KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

VIII. Planning & Zoning – *other*

25. *(Public Hearing and First Reading) AN ORDINANCE AMENDING ORDINANCE NO. 311 (PLUM CREEK PLAN UNIT DEVELOPMENT OVERLAY DISTRICT ZONING ORDINANCE) OF THE CITY OF KYLE, TEXAS FOR THE PURPOSE OF AMENDING THE FOLLOWING SECTIONS: ARTICLE 2 PUD DISTRICTS: REGULATIONS AND PERFORMANCE STANDARDS- PART C/ SECTION 5 “R-3” MULTIFAMILY RESIDENTIAL PUD DISTRICT (C) SITE DEVELOPMENT REGULATIONS (3)(d) MAXIMUM HEIGHT: TO AMEND THE MAXIMUM HEIGHT FROM 40 FEET TO 60 FEET AND ESTABLISHING A 25 FOOT COMPATIBILITY SETBACK WHEN ADJACENT TO A R-2 DEVELOPMENT; ARTICLE 2 PUD DISTRICTS: REGULATIONS AND PERFORMANCE STANDARDS- PART C/ SECTION 6- “NC” NEIGHBORHOOD COMMERCIAL PUD DISTRICT (C) SITE DEVELOPMENT REGULATIONS (5)(d) MAXIMUM HEIGHT: TO AMEND THE MAXIMUM HEIGHT FROM 35 FEET TO 50 FEET AND ESTABLISHING A 25 FOOT COMPATIBILITY SETBACK WHEN ADJACENT TO R-2 DEVELOPMENT; ARTICLE 2 PUD DISTRICTS: REGULATIONS AND PERFORMANCE STANDARDS- PART C/ SECTION 8 “MXD” MIXED USE DEVELOPMENT (D) SITE DEVELOPMENT REGULATIONS (6)(d): TO AMEND THE MAXIMUM HEIGHT FROM 3 ½ STORIES OR 50 FEET TO 5 STORIES OR 65 FEET AND ESTABLISHING A 25 FOOT COMPATIBILITY SETBACK WHEN ADJACENT TO R-2 DEVELOPMENT. AUTHORIZING THE CITY SECRETARY TO AMEND THE ORDINANCE 311 OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION DATE; PROVIDING FOR SEVERABILITY; AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED AS OPEN TO THE PUBLIC AS REQUIRED BY LAW*
~ Sofia Nelson, Director of Planning

Public Hearing

Plum Creek Zoning Ordinance- Maximum Height Revisions

R-3-3- Multi-family Development

NC- Neighborhood Commercial

MXD- Mixed Use Development

R-3-3 Multi-family Development

- ❑ A variety of housing types shall be allowed
 - ❑ primarily multi-family dwellings to include the widest range of housing types, as well as highest density in the community

- ❑ Maximum Density- 36 units per acre

Neighborhood Commercial

- Intended to provide for the location of offices and small businesses serving neighborhood community needs.

- Minimum setbacks:
 - Front yard: same as adjacent residential area, but not less than 15 feet.

 - Side yard. Five feet, except when a side lot line is abutting a residential lot and then the side yard shall be a minimum of ten feet. The required side yard shall be increased by one-half foot for each foot by which the building height exceeds 20 feet, when the building abuts a residential lot.

 - Rear yard. Ten feet, except when a rear lot line is abutting a residential lot and then the rear yard shall be a minimum of 15 feet.

Mixed Use

- Intended to provide locations for a relatively wide range of small businesses and services which complement the residential development pattern as a convenience to residents

- Minimum setbacks:
 - Front yard: none.
 - Side yard: none.
 - Rear yard: none



AMENDED MASTER PLAN 2011

ORIGINAL MASTER PLAN DATED JULY 1997
 AMENDED MASTER PLAN SEPTEMBER 1999
 AMENDED MASTER PLAN JUNE 17, 2003
 AMENDED MASTER PLAN JULY 5, 2005
 AMENDED MASTER PLAN JULY 7, 2009
 AMENDED MASTER PLAN AUGUST 16, 2009
 AMENDED MASTER PLAN AUGUST 16, 2011

OWNERS:

MOUNTAIN PLUM, LTD.
 939 NE Loop 410 Suite 230
 San Antonio, TX 78217
 Contact Duely Maxwell - 512/829-7234

PLUM CREEK DEVELOPMENT PARTNERS, LTD.
 6001 W. Wilam Cannon
 Building 2, Suite 201
 Austin, TX 78748
 Contact David C. Malm - 512/742-7465

MIDDLETON PROPERTIES, INC.
 P. O. Box 88
 Arrows, MO 63621
 Contact George C. Middleton - 673/548-2808

PLUM CREEK HOMEOWNERS ASSOCIATION
 169 Kitham Circle Suite B
 Kyle, TEXAS 78140
 Contact Dave Brown - 512/219-9227

APPLICANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.
 6001 W. Wilam Cannon
 Building 2, Suite 201
 Austin, TX 78748
 Contact David C. Malm - 512/742-7465

LAND PLANNER:

TBC-PARTNERS, INC
 901 South McPac
 Building 2, Suite 300
 Austin, TX 78748
 Contact Ben Compton - 512/327-1018

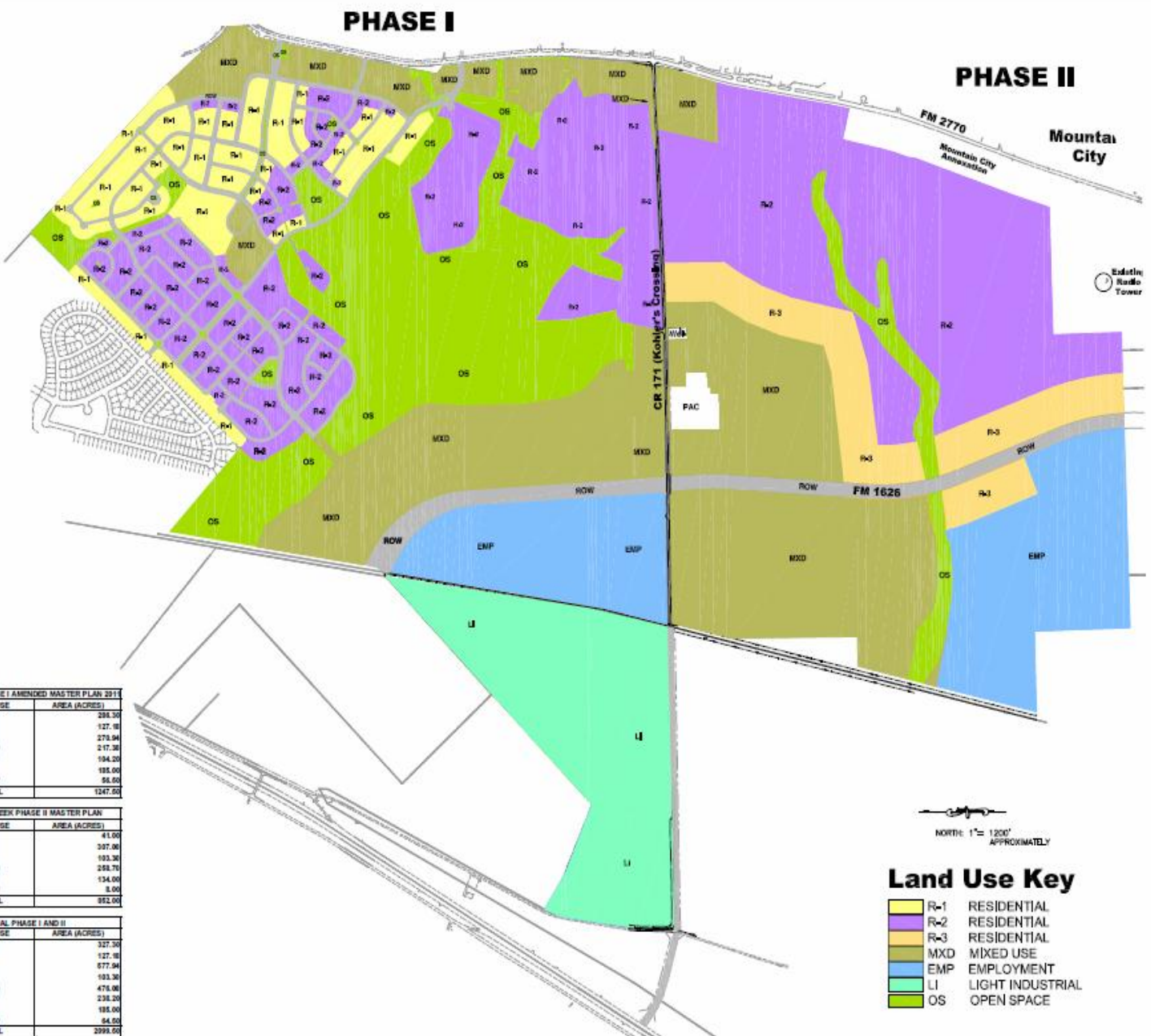
ENGINEER:

AVCOM ENGINEERS, INC.
 13276 Research Blvd. Ste 208
 Austin, TX 78730
 Contact Alan Rhames 512-906-9885

LAND USE	AREA (ACRES)
OS	298.50
R1	127.18
R2	279.94
MXD	217.36
EMP	194.25
LI	185.00
ROW	56.00
TOTAL	1247.00

LAND USE	AREA (ACRES)
OS	41.00
R2	397.00
RD	193.30
MXD	259.70
EMP	134.00
ROW	3.00
TOTAL	932.00

LAND USE	AREA (ACRES)
OS	327.50
R1	127.18
R2	677.94
RD	193.30
MXD	476.06
EMP	238.25
LI	185.00
ROW	54.00
TOTAL	2099.00



Land Use Key

- R-1 RESIDENTIAL
- R-2 RESIDENTIAL
- R-3 RESIDENTIAL
- MXD MIXED USE
- EMP EMPLOYMENT
- LI LIGHT INDUSTRIAL
- OS OPEN SPACE

NORTH: 1" = 1200' APPROXIMATELY



Proposed Revisions

□ R-3-3

Maximum height: ~~40~~ 60 feet. A twenty-five (25) foot compatibility setback shall be required adjacent to and R-2 development within the R-3 use which limits maximum building height to forty (40) feet.

Proposed Revisions

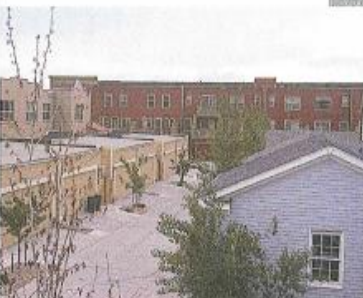
- NC

Maximum height: No building or structure shall be erected, enlarged or structurally altered to exceed ~~35~~ 50 feet in height. A twenty-five (25) foot compatibility setback shall be required adjacent to and R-2 development within the neighborhood commercial (NC) use which limits maximum building height to thirty-five (35) feet.

Proposed Revisions

- MXD

Maximum height: No building or structure shall be erected, enlarged or structurally altered to exceed ~~3 ½ stories~~ 5 stories or ~~50 feet~~ 65 feet. A twenty-five (25) foot compatibility setback shall be required adjacent to and R-2 development within the commercial use which limits maximum building height to 3 ½ stories or fifty (50) feet.



BUILDING HEIGHT
RELATIONSHIP EXHIBIT



NOTE:
A TWENTY FIVE (25) FOOT COMPATIBILITY SET BACK SHALL BE REQUIRED
ADJACENT TO ANY (N) DEVELOPMENT WITHIN THE M2D, B-2, NC, AND
COMMERCIAL USES WHICH LIMITS MAXIMUM BUILDING HEIGHT TO FORTY (40)
FEET.

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

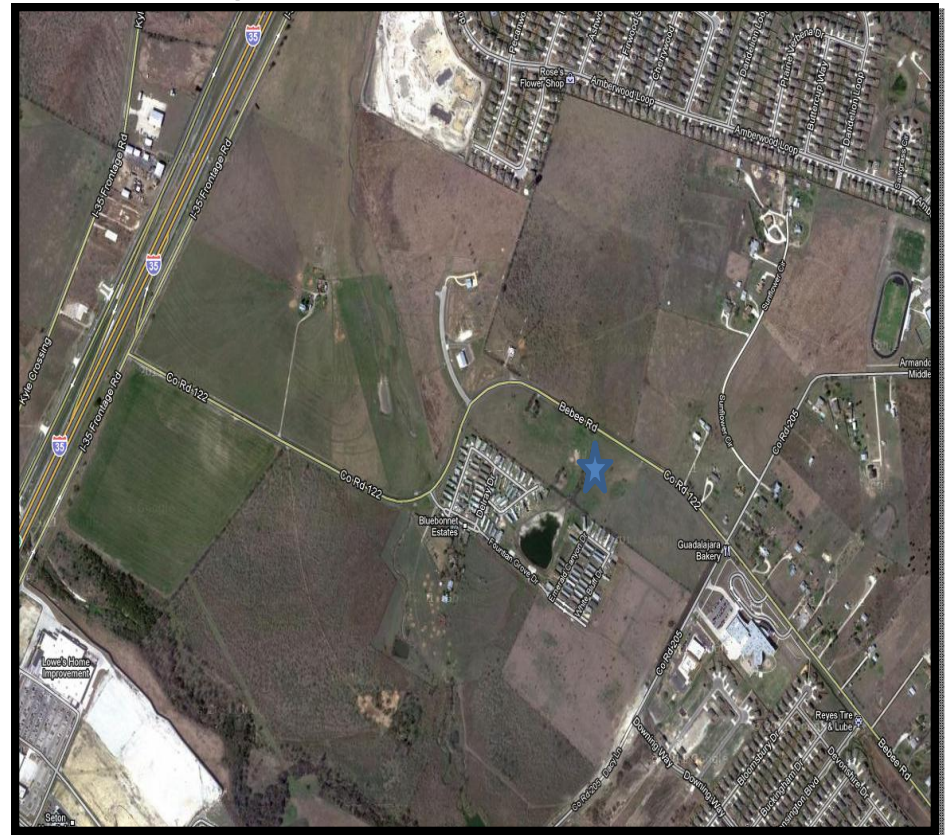
VIII. Planning & Zoning – other

26. *(Second Reading) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING OF 'R-3-3' APARTMENT RESIDENTIAL 3 TO APPROXIMATELY 9.90 ACRES; AND 'R-1-T' RESIDENTIAL TOWNHOME TO APPROXIMATELY 5.45 ACRES ON PROPERTY LOCATED ON THE SOUTHSIDE OF BEBEE ROAD, JUST WEST OF DACY LANE IN HAYS COUNTY, TEXAS. (DACY LANE, LLC. Z-11-012); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW*
~ Sofia Nelson, Director of Planning

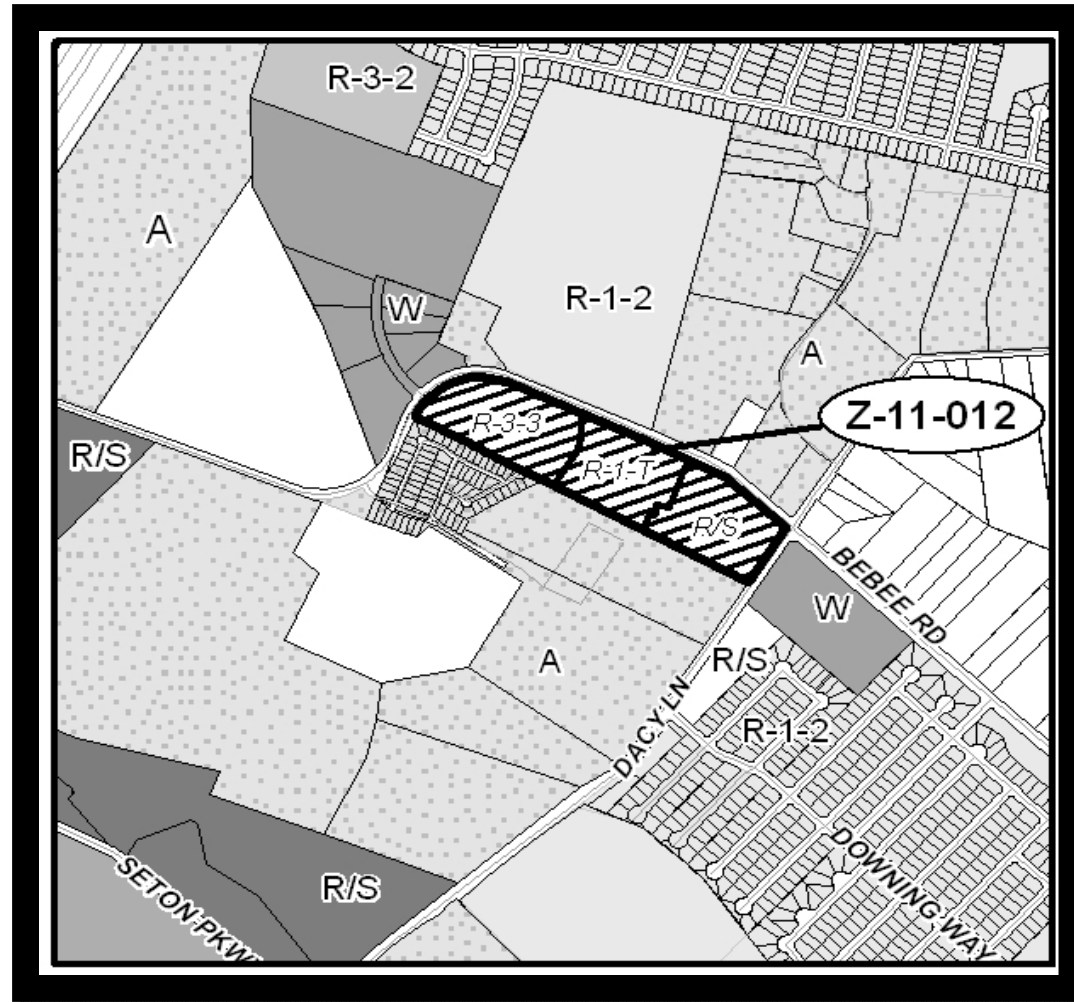
The Planning and Zoning Commission voted 6-0 to recommend approve of the applicant's request to assign original zoning of "RS" Retail Service District to approximately 8.42, and voted 6 - 0 to recommend denial of R-3-3 Apartment Residential 3 to approximately 9.90 acres and R-1-T Residential Townhome to approximately 5.45 acres.

Zoning Request (Z-11-012)

- “ ‘R-3-3’ Apartment Residential 3 to approximately 9.90 acres
- “ ‘R-1-T’ Residential Townhome to approximately 5.45 acres



Zoning Map



KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

IX. City Manager's Report

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

Discussion of Installation of Emergency Panic Buttons at City Hall

KYLE CITY COUNCIL MEETING

FEBRUARY 7, 2012

X. Adjourn
