

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012



KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

I. Call Meeting to Order

I. Approval of Minutes

1. City Council Regular Meeting - November 6, 2012
~ Amelia Sanchez, City Secretary
2. City Council Special Called Meeting - November 7, 2012, 6:00 p.m.
~ Amelia Sanchez, City Secretary

III. Citizen Comment Period With City Council

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

IV. Presentations

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

Harper Wilder, Director of Public Works

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

IV. Presentations

4. Presentation of Kyle Chamber of Commerce Quarterly Report for Reporting Period July 2012 through September 2012
~ *Ray Hernandez, Executive Director of Kyle Area Chamber of Commerce & Visitor's Bureau*

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING PLUM CREEK PHASE 1 SECTION 1H SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

~ Steven Widacki, P. E., City Engineer

PLUM CREEK PHASE 1 SECTION 1H HAYS COUNTY, TEXAS FINAL PLAT



ENGINEER CONTROL, ROAD AND
CONCRETE DIMENSIONS ARE
GIVEN. REST OF DIM. OF A.S. ARE
AS SHOWN.
ALL DIMENSIONS
ARE IN FEET AND INCHES
UNLESS OTHERWISE
SPECIFIED.
CONCRETE SHALL BE
AS SPECIFIED.
ALL DIMENSIONS
ARE IN FEET AND INCHES
UNLESS OTHERWISE
SPECIFIED.



- LEGEND**
- LOT FRONT FEET
 - LOT FRONT WITH GAS CAP FRONT
 - LOT FRONT WITH GAS/SEWER, CAP FRONT
 - ◇ LOT FRONT WITH GAS ONLY
 - CALCULATED FRONT
 - FRONT SIDE A SIDE FRONT
 - SIDE FRONT WITH SIDE FRONT
 - ◆ SIDE FRONT/SEWER, FRONT LOCATION
 - FRONT SIDE/SEWER
 - R.L. WATER EASEMENT
 - R.L. WATER EASEMENT
 - R.L. SERVICE EASEMENT
 - R.L. PUBLIC UTILITY EASEMENT
 - R.L. LANDSCAPE EASEMENT
 - R.L. SERVICE EASEMENT

REMARKS: ALL
DIMENSIONS SET IN BASE OF GAS CAP FRONT
AND SERVICE EASEMENT
DIMENSIONS SET IN
BASE OF GAS CAP FRONT
AND SERVICE EASEMENT

NO.	BEARING	LENGTH	BEARING
101	N 89° 32' 24" W	201.86	N 89° 32' 24" W
102	N 89° 32' 24" W	114.81	(N 89° 32' 24" W) 114.81
103	N 89° 32' 24" W	121.05	(N 89° 32' 24" W) 121.05
104	N 89° 32' 24" W	118.12	(N 89° 32' 24" W) 118.12
105	N 89° 32' 24" W	31.33	(N 89° 32' 24" W) 31.33
106	N 89° 32' 24" W	103.00	(N 89° 32' 24" W) 103.00
107	N 89° 32' 24" W	80.07	(N 89° 32' 24" W) 80.07
108	N 89° 32' 24" W	80.05	(N 89° 32' 24" W) 80.05
109	N 89° 32' 24" W	112.17	(N 89° 32' 24" W) 112.17
110	N 89° 32' 24" W	103.57	(N 89° 32' 24" W) 103.57
111	N 89° 32' 24" W	22.82	(N 89° 32' 24" W) 22.82
112	N 89° 32' 24" W	26.04	(N 89° 32' 24" W) 26.04
113	N 89° 32' 24" W	27.32	(N 89° 32' 24" W) 27.32
114	N 89° 32' 24" W	22.70	(N 89° 32' 24" W) 22.70
115	N 89° 32' 24" W	22.88	(N 89° 32' 24" W) 22.88
116	N 89° 32' 24" W	13.30	(N 89° 32' 24" W) 13.30
117	N 89° 32' 24" W	13.30	(N 89° 32' 24" W) 13.30
118	N 89° 32' 24" W	80.30	(N 89° 32' 24" W) 80.30
119	N 89° 32' 24" W	11.02	(N 89° 32' 24" W) 11.02
120	N 89° 32' 24" W	5.48	(N 89° 32' 24" W) 5.48
121	N 89° 32' 24" W	18.78	(N 89° 32' 24" W) 18.78
122	N 89° 32' 24" W	25.43	(N 89° 32' 24" W) 25.43

NO.	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH
101	N 89° 32' 24" W	201.86	N 89° 32' 24" W	114.81	N 89° 32' 24" W	121.05	N 89° 32' 24" W	118.12	N 89° 32' 24" W	31.33	N 89° 32' 24" W	103.00
102	N 89° 32' 24" W	80.07	N 89° 32' 24" W	80.05	N 89° 32' 24" W	112.17	N 89° 32' 24" W	103.57	N 89° 32' 24" W	22.82	N 89° 32' 24" W	26.04
103	N 89° 32' 24" W	27.32	N 89° 32' 24" W	22.70	N 89° 32' 24" W	22.88	N 89° 32' 24" W	13.30	N 89° 32' 24" W	13.30	N 89° 32' 24" W	80.30
104	N 89° 32' 24" W	11.02	N 89° 32' 24" W	5.48	N 89° 32' 24" W	18.78	N 89° 32' 24" W	25.43	N 89° 32' 24" W	25.43	N 89° 32' 24" W	25.43

ENGINEER'S CERTIFICATE

I, the undersigned, a duly qualified and licensed professional land surveyor in the State of Texas, hereby certify that the above is a true and correct plat of the proposed subdivision of the land shown hereon, and that all dimensions and bearings are correctly set on ground as shown.

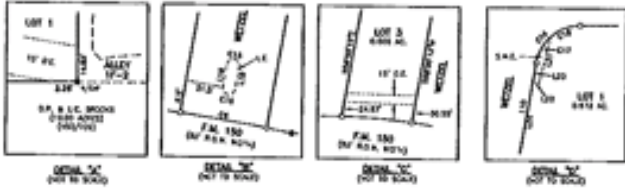
DATED: JULY 21, 2010, HOURS: 10:30 AM
 SIGNATURE: *[Signature]*
 NAME: RICHARD L. WILSON
 PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4481
 OFFICE: 2000 W. 10TH ST., SUITE 100, WACO, TEXAS 76798
 PHONE: (817) 868-1111
 FAX: (817) 868-1112



OWNER'S CERTIFICATE

I, the undersigned, the authorized agent of the owner of the land shown hereon, do hereby certify that the above is a true and correct plat of the proposed subdivision of the land shown hereon, and that all dimensions and bearings are correctly set on ground as shown.

DRAWN BY: *[Signature]*
 CHECKED BY: *[Signature]*
 NAME: [Name]
 TITLE: [Title]
 ADDRESS: [Address]
 CITY: [City]
 STATE: [State]
 ZIP: [ZIP]



OWNER'S CERTIFICATE OF APPROVAL
 APPROVED: [Signature]
 NAME: [Name]
 ADDRESS: [Address]
 CITY: [City]
 STATE: [State]
 ZIP: [ZIP]

PROJECT NO.: 111-111-111
 DRAWING NO.: 111-111-111-111
 DATE: 07/21/10
 SHEET 01 OF 03

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

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

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

7. Authorize award and execution of a Purchase Order to SUPERCIRCUITS, INC., of Austin, Texas in an amount not to exceed \$28,424.01 for the purchase and installation of networking equipment, surveillance equipment, security equipment, and associated hardware including labor costs for use by the Police Department at their new facility
~ *Mark Shellard, Director of Information Technology*



KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

8. Authorize award and execution of a Purchase Order to MONROE COMMUNICATIONS SYSTEMS CORP., DBA THE TELEPHONE CONNECTION of Austin, Texas in an amount not to exceed \$6,732.38 for the purchase and installation of ten (10) telephones and associated hardware including labor costs for use by the Police Department at their new facility
~ *Mark Shellard, Director of Information Technology*



KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

9. Ratify award and execution of a Purchase Order to SOUTHERN COMPUTER WAREHOUSE of Marietta, Georgia, in an amount not to exceed \$6,965.70 for the purchase of ten (10) desktop computers, monitors, and MS Office software for use by the Police Department at their new facility
~ *Mark Shellard, Director of Information Technology*

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

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

~ Jeff Barnett, Chief of Police

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

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

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

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

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

V. Consent, cont...

13. Authorize award and execution of a Purchase Order to ALLEGIANCE POWER SYSTEMS INC., of Lago Vista, Texas in an amount not to exceed \$4,000 to provide generator maintenance services for specified city facilities
~ *Kerry Urbanowicz, Director of Parks and Recreation*

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action

14. *(First Reading) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 708 ADOPTED ON SEPTEMBER 5, 2012 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; BY INCREASING THE AMOUNT OF APPROPRIATIONS FOR THE PUBLIC WORKS DEPARTMENT BY APPROPRIATING \$20,000.00 FROM THE FUND BALANCE OF THE CITY'S GENERAL FUND TO PROVIDE FUNDING FOR THE PAYMENT OF EXPENDITURES FOR BUNTON CREEK ROAD REPAIRS AS AUTHORIZED BY CITY COUNCIL ON NOVEMBER 7, 2012.*

~ Perwez A. Moheet, CPA, Director of Finance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 708 ADOPTED ON SEPTEMBER 5, 2012 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; BY INCREASING THE AMOUNT OF APPROPRIATIONS FOR THE PUBLIC WORKS DEPARTMENT BY APPROPRIATING \$20,000.00 FROM THE FUND BALANCE OF THE CITY'S GENERAL FUND TO PROVIDE FUNDING FOR THE PAYMENT OF EXPENDITURES FOR BUNTON CREEK ROAD REPAIRS AS AUTHORIZED BY CITY COUNCIL ON NOVEMBER 7, 2012.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE:

Section 1.0 Amendment to Current Budget. That the appropriations for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013, for the support of the general government of the City of Kyle, Texas, be amended for said term by increasing the amount of appropriations for the Public works Department (Street Maintenance) from the Fund Balance of the City's General Fund to provide adequate funding for the payment of expenditures for the Bunton Creek Road repairs as authorized by City Council on November 7, 2012.

Section 2.0 Approval of Amendment. That the amendment, as shown in words and figures above, is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013.

Section 3.0 Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4.0 Open Meetings. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, LGC.

Section 5.0 Effective Date. This Ordinance shall be in full force and effect from and after the date of its final passage and adoption in accordance with the provisions of applicable state law and the City Charter.

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

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

THE CITY OF KYLE, TEXAS

Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: November 20, 2012
CONTACT CITY DEPARTMENT: Office of the City Manager
CONTACT CITY STAFF: Lanny Lambert, City Manager

SUBJECT: AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 708 ADOPTED ON SEPTEMBER 5, 2012 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; BY INCREASING THE AMOUNT OF APPROPRIATIONS FOR THE PUBLIC WORKS DEPARTMENT BY APPROPRIATING \$20,000.00 FROM THE FUND BALANCE OF THE CITY'S GENERAL FUND TO PROVIDE FUNDING FOR THE PAYMENT OF EXPENDITURES FOR BUNTON CREEK ROAD REPAIRS AS AUTHORIZED BY CITY COUNCIL ON NOVEMBER 7, 2012.

CURRENT YEAR FISCAL IMPACT:

This Budget Amendment will require increasing appropriation for the General Fund expenditures of the Public Works Department (Street Maintenance) by appropriating \$20,000.00 from the Fund Balance of the City's General Fund for the Bunton Creek Road Repair project as follows:

1. City Department:	Public Works (Street Maintenance)
2. Project Name:	Bunton Creek Road Repairs
3. Budget/Accounting Code(s):	110-161-52121
4. Funding Source:	Fund Balance of General Fund
5. Current Appropriation:	\$ 15,000.00
6. Unencumbered Balance:	\$ 15,000.00
7. Amount of This Action:	+ \$ 20,000.00
8. Remaining Balance:	<u>\$ 35,000.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this budget amendment and increased appropriation in the amount of \$20,000.00 will be provided from the Fund Balance of the City's General Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action, cont...

15. Discussion and possible action for selecting a design and authorizing a Purchase Order for the design, installation and software for digital LED marquee and monument in an amount not to exceed \$40,000.00 to replace existing marquee in Mary Kyle Hartson City Square Park
~ *Kerry Urbanowicz, Director of Kyle Parks and Recreation*



Bid

Comments: Thank you for allowing Stewart Signs to provide you with pricing for the above referenced project. We have bid according to the specifications and drawings provided.

Below is a breakdown of our bid.

We acknowledge receipt of Addendum 1

Exterior Double Sided LED Full Color Display and structure

Per specifications attached
20mm
Double Sided
Matrix 56 x 112
Sizes and dimensions per detail on Architectural Drawings

Cost: \$ 43,600.00

All pricing above includes freight & installation
Onsite training is provided
One year warranty for labor is included
Five year warranty for parts labor is included
Sales tax not included

All Inquiries send to

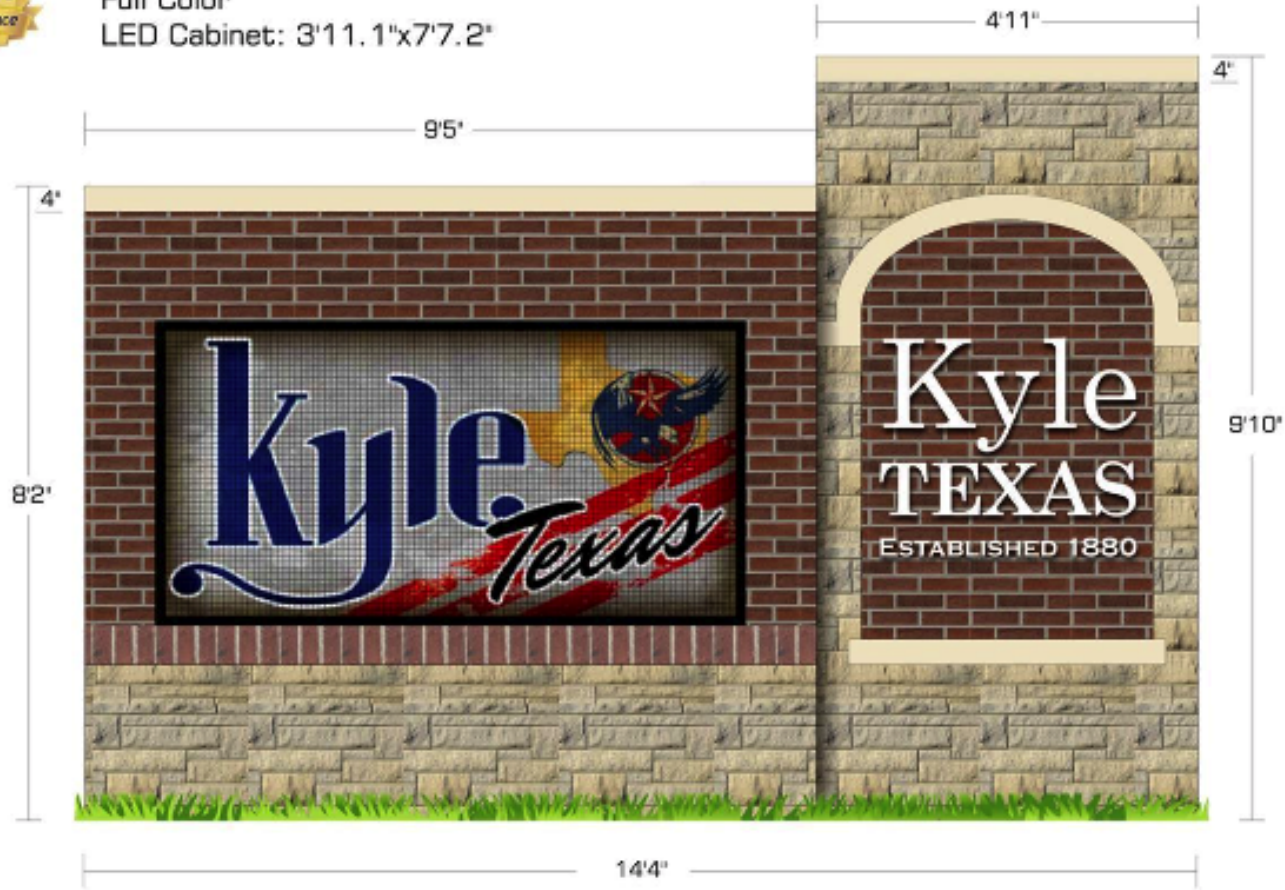
Joe Steler – Senior Project Manager

jsteler@stewartsigns.com

888-237-3928 ext 140 (Direct)



Custom LED 56x112 (20mm)
 Full Color
 LED Cabinet: 3'11.1"x7'7.2"



Stewart
 AMERICA'S PREMIER SIGN COMPANY

PH. 1-800-237-3928 FAX 1-800-485-4280

SK. #777922-1B CUST. #1491296

1/2"=1' 10.16.12 F/JSTEIER -PROPOSAL-

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDERING OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY.

APPROVED AS SHOWN.

X _____ DATE _____ 1. _____

APPROVED WITH LISTED CHANGES _____ 2. _____

X _____ DATE _____ 3. _____

Custom LED 56x112 (20mm)
 Full Color
 LED Cabinet: 3'11.1"x7'7.2"



Stewart
 AMERICA'S PREMIER SIGN COMPANY

PH. 1-800-237-3928 FAX 1-800-485-4280

SK. #777922-1A CUST. #1491296

1/2"=1' 10.16.12 F/JSTEIER -PROPOSAL-

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL, PAINT, OR LED COLOR. ARTIST'S RENDERING OF BRICKWORK, MASONRY AND LANDSCAPING IS NOT INCLUDED IN THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY.

APPROVED AS SHOWN.

X _____ DATE _____ 1. _____

APPROVED WITH LISTED CHANGES _____ 2. _____

X _____ DATE _____ 3. _____



834 San Remo Blvd., Austin, Texas 78734
Phone (888) 440-2531 Fax (512) 453-1553

PROPOSAL SUBMITTED TO:

Kerry Urbanowicz
Director of Kyle PARD
City of Kyle, Texas
700 Lehman Rd.
Kyle, Texas 78640

Date: October 26, 2012

512-262-3935 office

Automated Display Systems hereby submits our proposal to fabricate, deliver and install an **Electronic Digital Marquee: RFP-2013-03-PARD** per the following specifications:

LED Display Description:

ProCOLOR Model 48112 Full Color LED display
Cabinet size: 4' x 8' 6" Double-sided cabinet
Matrix: 48x112
Number rows: 6 rows of 6" letters
Premium Quality CREE LED lights
LED rated life: 100,000 hours
Brightness: Ultra-bright 9,500 NITS (20% Brighter than 8,000 NITs specified)
Viewing angle: 140 degrees horizontal

ProCOLOR Windows based Graphics software:

Time & Temperature display
Text overlay onto animated graphic feature
Transition effects with "speed" and "hold" time control (feature added to specifications)
Dimming: 100 automatic and manual dimming levels (25% more than 80 levels specified)
Scale to fit into LED resolution feature
Import file feature allowing JPG, AVI, BMP and GIF images
Advance scheduling of messages up to 1 year in advance
Ethernet Wireless Communication (City staff will assist with connection to City Hall)
Onsite software training, web training, and unlimited phone support.

Stone Monument Specifications:

- Overall masonry structure dimension 7'H x 13'L x 2'6"D
- Constructed with stone and brick to continue the development theme of "red brick and hill country limestone". Sawn cap at top of the sign and top of base where the LED sits and coursed in a "Random Ashlars" pattern as exists on the Library and City Hall.
- Built with CMU back-up for structural integrity (Concrete block filled with grout & rebar behind stone and brick)
- Two steel support pipes set in concrete to support LED display
- 18" stone or brick border around the top and bottom of marquee
- 27" brick column on each side of LED sign
- 8" high aluminum letters reading "KYLE TEXAS" with contrasting baked enamel finish
- 6" high aluminum letters reading "ESTABLISHED 1880" with contrasting baked enamel finish
- 21" diameter cast aluminum prismatic "Star" with contrasting baked enamel finish

- Includes the foundation and electrical tie-in. (The city will provide electricity to the foundation)

5 year Factory GOLD Warranty with free factory labor and 2 years on-site service that includes travel and labor costs.

WE HEREBY PROPOSE: To furnish labor and materials in accordance with the above specifications for the sum of **\$36,500** at **7' monument** height. **Option 2** at **8'6" monument** height is **\$38,500**. Payment terms as follows: **NET 30 Invoices unpaid 30 days from date of invoice will be subject to a service charge of 18% per annum.** Automated Display Systems shall retain ownership of the digital marquee and monument structure until the customer has paid the full contract price.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

PURCHASER:

City of Kyle
700 Lehman Rd.
Kyle, Texas 78640

SELLER:

Automated Display Systems, LP
834 San Remo Blvd.
Austin, TX 78734

Signature

Signature

Date

Date

Fax signatures or electronically transmitted signatures will suffice for acknowledgement(s) of the above confirmation. Please return all pages.



Stone Monument Specifications

- Overall masonry structure dimension 8'-6" H x 13L x 2'6"D
- Constructed of Red Brick and Hill Country Limestone
- 18" of Stone or brick border around top and bottom
- 27" brick column on each side of LED sign
- Two steel support pipes set in concrete to support LED display
- 8" High aluminum letters reading "KYLE TEXAS" with Baked Enamel finish
- 6" aluminum letters reading "ESTABLISHED 1880" with Baked Enamel finish
- 21" diameter aluminum ornamental "STAR" with Baked Enamel finish.

LED Display Specifications

- Cabinet size: 4' x 8'6"
- Matrix: 48x112
- Number rows: 6 rows of 6" letters / line
- LED lights: Premium quality CREE LED lights
- LED rated life: 100,000 hours
- Brightness: Ultra-bright 9,500 NITS
- Viewing angle: 140 degrees horizontal
- Dimming: 100 automatic and manual levels
- Ethernet Wireless data transmission
- ProCOLOR Windows based software
- On-site software training and web training
- Free Lifetime Phone support
- 5 years Factory Parts and 2 years on-site labor warranty

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: November 20, 2012
CONTACT CITY DEPARTMENT: Parks & Recreation
CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT: Discussion and possible action for selecting a design and authorizing a Purchase Order for the design, installation and software for digital LED marquee and monument in an amount not to exceed \$40,000.00 to replace existing marquee in Mary Kyle Hartson City Square Park.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to the selected vendor based on the design options (three options) to be reviewed and selected by the City Council will require expenditure of funds from two separate grant funds as follows:

1. City Department:	Parks & Recreation
2. Project Name:	LED Marquee Design & Installation
3. Budget/Accounting Code(s):	410-723-57117 (\$15,000.00)
	410-726-57117 (\$25,000.00)
4. Funding Source:	\$ 15,000.00 Grant from Hays County
	\$ 25,000.00 Grant from P.E.C.
5. Current Appropriation:	\$ 40,000.00
6. Unencumbered Balance:	\$ 40,000.00
7. Amount of This Action:	<u>\$(40,000.00)</u>
8. Remaining Balance:	<u>\$ 0.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for the design and construction of the LED marquee to be installed at the Mary Kyle Hartson City Square Park is from two separate grants. A total of \$25,000.00 will be reimbursed by the Pedernales Electric Cooperative (P.E.C.) and the remaining \$15,000.00 will be provided from the Hays County grant for parks improvements.

The City Council's approval of this item will also authorize staff to (1) appropriate and apply \$15,000.00 from the Hays County Parks Improvement Grant, (2) appropriate and apply \$25,000.00 from the P.E.C. Grant, and (3) incur \$25,000.00 expenditures in advance and then seek reimbursement from P.E.C.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action, cont...

16. Approval of City's Consent to Assignment of Development Agreement Lehman Family Limited Partnership and Lehman Family Trust to Jansen Equipment, Inc. October 2, 2012 Blk. OPR Vol. 4452 Page 613 Hays County, Texas Official Records. 5.692 acres +-
~ *Frank Garza, City Attorney*

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action, cont...

17. Consideration and Possible Action approving an Employment Contract with Julian Grant for a full time City Attorney position to include performing General Corporate Counsel Managing and/or otherwise providing four separate Categories of Service: (1) General Representation (2) Special Projects (3) Litigation (4) Court Prosecution and (5) other legal duties as assigned

~ Frank Garza, City Attorney

**CITY OF KYLE
CITY ATTORNEY AGREEMENT OF EMPLOYMENT**

THIS AGREEMENT is made and entered into by and between the City of Kyle, Texas, hereinafter called "City" and Julian A. Grant, hereinafter called "Attorney" or "Grant", of whom understand as follows:

WHEREAS, Julian A. Grant has accepted an offer of employment as City Attorney of the City of Kyle; and

WHEREAS, City desires to appoint Julian Grant as City Attorney of the City of Kyle as provided by Section 7.10 of the City Charter; and

WHEREAS, the City Council of the City of Kyle desires to clearly establish the terms and conditions of his employment and conditions of his voluntary or involuntary termination; and

WHEREAS, the City Council of the City of Kyle desires to clearly establish the procedures and responsibilities of performance evaluations;

NOW, THEREFORE, in consideration of the mutual covenant herein contained and other good and valuable consideration, it is agreed as follows:

AGREEMENT

1. General

City hereby agrees to engage Julian A. Grant as City Attorney of the City of Kyle, Texas, to perform the functions and duties outlined in Exhibit A, Job Description, which is incorporated herein by reference for all purposes and by the City Code of Ordinances as adopted by the City of Kyle setting out his powers and duties. City Council has appointed Julian Grant as City Attorney for an indefinite term and may remove him at any time subject to the provisions of this agreement. Grant agrees to commence work for the City of Kyle as City Attorney on **December 1, 2012**.

2. Compensation

- (a) City agrees to pay Attorney an annual salary in the amount of **[REDACTED] thousand dollars (\$??,000)** for his services in installments at the same time as other employees of the City are paid. This salary is inclusive of any other pay authorized by City Personnel Rules. The salary may be amended in such amounts as the City Council may determine by ordinance during the annual City budget process. Health insurance will be provided in the same manner as other employees of the City.
- (b) The City Council agrees to make any necessary budget adjustments to accommodate the compensation as provided herein.
- (c) Grant's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Attorney the sum of **\$200 per month**, as a vehicle allowance. Grant shall

maintain a vehicle during the term of this Agreement, which shall be available for his exclusive and unrestricted use in the performance of his duties hereunder. The Attorney shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

- (d) The City hereby agrees to budget and to pay for travel and subsistence expenses of Attorney for professional and official travel, meetings, and occasions adequate to continue the professional development of Attorney and to adequately pursue necessary official and other functions for City, including but not limited to Texas Municipal League, Texas City Attorney Association and such other national, regional, state, and local governmental groups and committees thereof which Attorney participates. The expenditure for these expenses shall be set by the City Council through the budget process.
- (e) Grant shall be provided a city cell phone or a budgeted monthly amount of \$ ____ per month to reimburse Attorney for maintaining a cell phone that he shall use as necessary for city business.

3. Hours of Work & Additional Personnel

It is recognized and acknowledged by both Attorney and City, that the Office of City Attorney requires employee's undivided attention and devotion of time, energy and effort, to the business of the City within the normal office hours of the City. It is also understood by the parties that Attorney will be considered on duty at other times when the need arises, save and except when Attorney is on official leave, as documented in the same manner as other employees. In furtherance of this condition of employment, Grant shall, when not present in his office, be available and on call, to attend his duties as though he was present. Grant shall, when on official leave status, shall so inform, in writing, the Mayor and City Manager.

4. Termination

- (a) **Involuntary.** In the event of Grant's involuntary separation as City Attorney after the first year of this Agreement, Grant shall be entitled to receive a lump sum cash payment equal to two (2) months base salary plus the value of vacation leave accrued by the City Attorney prior to the termination, provided however, that in the event Grant is terminated because of his arrest, indicted or conviction for a crime of moral turpitude then, in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph. Involuntary separation as used in this paragraph means his discharge or dismissal by the City Council.
- (b) **Voluntary.** Before voluntarily resigning his position, Grant agrees to give the City Council at least thirty (30) days notice in writing of his intention to resign, stating the reasons for his resignation. No severance will be paid upon a voluntary termination.

5. Performance Evaluation

It will be the responsibility of Grant to work with the Mayor and City Manager in the development of specific performance criteria within six months of his appointment date. Once criteria are developed, it shall be presented to the Council for review and approval. The Council shall review and evaluate the performance of the City Attorney at least once annually utilizing the specific performance criteria approved by the Council. This annual review may occur in advance of the adoption of the City annual budget. The Council may increase the base salary and benefits of Grant in such amount and to such extent as the Council may determine is desirable on the basis of the City Attorney's performance in accordance to the performance criteria adopted by Council. At least once every year, the Council shall review the City Attorney's performance in writing.

6. Annual Leave and Holidays

Grant will be provided Annual Leave in the same manner as other employees of the City. Upon termination, voluntary or involuntary, Grant shall be reimbursed his actual Annual Leave balance, in the same manner of payment as other employees of the City. Sick Leave, holidays, leave policies, and other benefits, not otherwise set out in this agreement or ordinance authorizing his employment shall be governed by the City's Personnel Policy.

7. Conflict of Interest Prohibition

The Attorney shall not, during the Term(s) of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City or seeking to do business with the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. Additionally, for so long as this Agreement is in effect, Attorney shall not violate any applicable state or local conflict of interest and anti-nepotism laws, ordinances, or policies.

8 Other Terms and Conditions

- (a) To the fullest extent permitted by law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim or waiver or estoppel on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the City or Employee or any third party; and provided further that City shall not indemnify and hold harmless the City Attorney from and with respect to any claim for liability for which the conduct of the City Attorney is found by the courts to be the grossly negligent or intentionally wrongful conduct.

- (c) In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- (d) This agreement is intended as a full complete expression of, and constitutes the entire agreement between the parties with respect to the subject matter. All prior agreements, promises, representations, terms and conditions, both oral and written, are merged and incorporated into this agreement, and no such oral or written understandings, agreements, promises, representations, terms or conditions not specifically set forth in this agreement shall be binding upon the City and Attorney.
- (e) This Agreement contains the entire agreement between the parties respecting the subject matter. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by the City Council.
- (f) This Agreement shall be construed in accordance with the laws of the State of Texas

EXECUTED in this the _____ day of November 2012.

City of Kyle, Texas

Lucy Johnson
Mayor

City Attorney:

Julian A. Grant
City Attorney

ATTEST:

Amelia Sanchez, City Secretary

Exhibit A



CITY OF KYLE

An Equal Opportunity Employer
JOB DESCRIPTION

Position: ***City Attorney***

Employment Status: **Full-time/Appointed** Department: **Administration** Supervises: **0**
FLSA Status: **Exempt** Reports To: **City Council**

GENERAL STATEMENT:

The City Attorney is appointed and serves at the pleasure of the City Council. The City Attorney serves as legal counsel for the City of Kyle as provided in the City Charter. In this capacity, the City Attorney is available to provide legal advice to and representation of the Mayor, City Council, City Manager, City Secretary, City Directors, City Employees and City Boards and Commissions on issues relating to municipal law, litigation and legal instruments binding the City to financial agreements and obligations. Is also responsible for directing prosecution activities.

ESSENTIAL FUNCTIONS:

- Prosecutes violations in Municipal Court;
- Attends regular and special meetings of City Council and City Boards and Commissions as required to provide legal advice;
- Prepares and reviews correspondence, ordinances, resolutions, contracts, deeds, easements, affidavits, liens, releases, memoranda of law and other legal documents;
- Issues oral and written legal recommendations;
- Represents the City in litigation and/or coordinates the representation of the City by legal specialist or TML-IRP appointed attorney;
- Keeps informed on state and federal legislation, regulations, and judicial decisions affecting the operations of the City. Advises City Council and City Manager on recommended changes required by these decisions;
- Provides legal counsel to the City management team and departments;
- Responds to communications from the public relative to legal matters, city code, etc.;
- Investigates complaints and claims by or against the City;

- Directs prosecution activities and sets policy for handling of misdemeanor cases;
- Attend regular City council meetings twice per month; attends special meetings and work sessions as scheduled; attend meetings of Ethics Review Commission, Charter Review Commission and other Board & Commissions meeting as needed.
- Supervise outside legal counsel approved by the City Council.
- Handle any and all other legal matters assigned by the City Council.

Community Relations

- Attends staff, committee, and Council meetings, participating as warranted.
- Assists and participates in the resolution of conflicts.
- Maintains desired working relationship with City Manager.
- Provides support to other city department programs and/or activities.
- Maintains a professional working relationship with other Federal, State, and local government agencies.
- Reviews all city programs and policies to ensure that desired service levels are provided to the citizens of Kyle and non-citizens within the City of Kyle

OTHER DUTIES AND RESPONSIBILITIES:

- Performs all other duties as duly assigned by the City Manager.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of: City Codes and Charter; legal principles and practices; established precedents and sources of legal reference applicable to City activities; methods of legal research; criminal and civil judicial procedures; and real estate and eminent domain procedures.

Ability to: analyze and apply legal principles and precedents to local government; effectively communicate, both orally and in writing and establish effective working relationships with Mayor, City Council, City Manager, Directors, Commission/Board members, and the general public on legal matters; mediate effectively between conflicting parties; and prepare clear and concise reports.

QUALIFICATIONS, EXPERIENCE AND/OR CERTIFICATION REQUIREMENTS:

Requires a four year college degree and doctorate in Jurisprudence from an accredited law school; experience with Texas law involving municipal law and the Texas Local Government Code with a minimum of five years experience practicing municipal law. Civil Service and Meet & Confer experience. **Must possess or be able to obtain a valid Texas Driver's License and be eligible for coverage under the City of Kyle vehicle insurance provider. Must be bondable in an amount as determined by City Council and/or City Manager.** Must be licensed to practice law in Texas by State Bar of Texas and membership must be in good standing.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent.

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action, cont...

18. Consideration and Possible Action to Approve an Agreement for Legal Services with the Law Offices of Davidson Troilo Ream & Garza, P.C. to perform legal services on an as needed basis in connection with providing legal advice and opinions, prosecuting, defending, or drafting documents on behalf of the City of Kyle, Texas
~ *Lanny Lambert, City Manager*

AGREEMENT FOR LEGAL SERVICES

The Law offices of Davidson Troilo Ream & Garza, P.C. (Law Firm) is hereby contracted to perform legal on an as needed basis in connection with providing legal advice and opinions, prosecuting, defending, or drafting documents on behalf of the CITY OF KYLE, TEXAS (City).

1. The City engages the Law Firm on an as needed basis for general representation, special projects, litigation, and as may be needed, municipal court prosecution. The City Attorney, in consultation with the City Manager, shall direct any work required to be completed.
2. This Agreement shall be effective on December ____, 2012 after being duly approved by the City Council. Agreement may be terminated with ten (10) days notice by either party.
3. Frank Garza will be the lead attorney in the Representation of the City and coordinate all work with the City Attorney. The City may call, write or e-mail Frank Garza whenever the City has any questions about the Representation. Other attorneys from the Law Firm, as listed below, are authorized to participate in the Representation of the City. Legal fees in the Representation will be based on the time spent by authorized attorneys. Hourly rates for services in connection with the Representation, as previously agreed upon between City and Law Firm, are noted for each authorized individual at the following hourly rates:

General Representation and Special Projects:

Frank J. Garza	\$200.00/Hour
Richard O'Neil	\$200.00/Hour
Steve M. Pena	\$175.00/Hour
W. Cody Faulk	\$175.00/Hour

Water Rights

Patrick Lindner	\$250.00/Hour
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Litigation:

Preparation Time – Attorneys	\$200.00/Hour
Court Room Time – Attorneys	\$225.00/Hour

Municipal Court Prosecution (If needed):

Lisa Gonzalez	\$150.00/Hour
Steven M. Pena	\$150.00/Hour
W. Cody Faulk	\$125.00/Hour

Support:

Paralegal/Law Clerk	\$ 65.00/Hour
Copies	.10/per copy
Clerical staff	No Cost
Delivery Expenses	At Cost
Travel Time	1/2 Hourly Rate
Mileage to Meetings	IRS Cost
Electronic Research	\$15/Hour

4. **Non-Compensable Fees:** Fees for the following tasks or activities will not be compensated unless specifically authorized in writing by the City Attorney or City Manager:
 - a. Services that are clerical in nature, such as word processing, regardless of who performs such services or at what rate they are performed (normal, temporary or overtime);
 - b. Repetitive file review;
 - c. Duplicative tasks;
 - d. File or document organization;
 - e. Preparing and processing invoices;
 - f. Responding to audit inquires;
 - g. Conferences involving attorneys, paralegals and other personnel from the firm, which involve routine administrative coordinating or assignment related matters;
 - h. Time spent upon reassignment of a matter to another attorney, in familiarizing that attorney with the file;
 - i. Charges for opening and/or updating files;
 - j. Work performed by or attendance of multiple attorneys, including by not limited to, attendance of multiple attorneys at any meeting or conference;
 - k. Research of relatively routine matters, which should be within the knowledge of experienced attorneys or research in excess of ten (10) hours; and
 - l. Time spent training lawyers on applicable substantive law.
5. The Law Firm agrees that for any extensive legal project assigned that is estimated to cost more than five thousand dollars (\$5,000), Law Firm will provide the City Attorney an estimated budget and time line to complete said work. No work shall commence on said project until Law Firm receives written approval to proceed from the City Attorney or City Manager.
6. City agrees to pay all disbursements reasonably necessary for the proper performance of the legal service performed by the Law Firm and as requested by the City, including without limitation: investigations, expert and other witness fees, court costs, court reporter transcripts and services, courier or messenger services, recording and certifying documents, computer research, long distance telephone charges, fax charges, postage expenses, and copying costs. The City shall not pay for the attendance of more than one attorney of the firm at any meeting or negotiation session, unless approved in advance by the City Manager. Phone calls to the Law Firm from designated City officials will be billed at a tenth of an hour for every six (6) minutes
7. The City may, if unsatisfied with the services for any reason, discharge the Law Firm at any time with ten (10) days written notice; however, it is understood and agreed that the City will pay Law Firm at time of discharge all fees and expenses then due, calculated at hourly rates set forth. Discharge or withdrawal requires written notice mailed or delivered to the contact address contained herein.
8. All invoices for professional services shall be submitted on Law Firm's letterhead and should describe in reasonable detail, the services performed, the time spent, the applicable billing rate and the attorney or legal assistant performing said services. The

City will make payment to the firm within thirty (30) days of its receipt of each invoice. If additional time is needed to make payment, City shall contact principal attorney and notify him of expected date of payment.

9. It is agreed and understood that all files, reports, including documents, legal memoranda and correspondence produced under this Agreement are the property of the City, and upon termination, shall be forwarded to the City, at no expense to the City, as directed by the Mayor or City Manager. A copy of the information may be retained by Law Firm at Law Firm's own expense.
10. All notices or other communications between the parties shall be sent to the following contacts:

City:
City Manager
City Attorney
City of Kyle, Texas
100 W. Center, P.O. Box 40
City of Kyle, Texas 78640
Tel: (512) 262-1010

Law Firm:
Frank J. Garza
Law Offices of Davidson Troilo Ream &
Garza, A Professional Corporation
7500 West IH-10, Suite 800
San Antonio, Texas 78229
Tel: (210) 349-6484

11. It is agreed and understood that Law Firm neither makes nor shall make any guarantee as to the outcome of any litigation or proceeding in court or otherwise. The parties acknowledge reading and reviewing this Agreement and receipt of a signed copy. The parties understand, agree, and accept all of the terms.
12. It is further agreed that the Law Firm shall continue to practice in full accordance with the Texas Rules of Disciplinary Conduct. The Law Firm advises the City that in the event of a conflict of interest in representation of the City and another party, the Law Firm has always interpreted the Rules to require the Law Firm to refrain from representing either party, and has universally followed that interpretation. The City provides legal representation not only for itself, but in some cases, also to its officers, elected or appointed officials, board or commission members, and employees when such persons are acting within the scope of their duties or employment. **Law firm may not represent any person or other entity in any matter or engagement where the City has an interest and the interests of such person or entity actually or potentially conflict with the City's interest.** Immediately upon receipt of an assignment, Law Firm will perform a conflicts check and inform the City Attorney, in writing, of any actual or potential conflict of interest or provide a statement that no conflicts exist. In the event an identified conflict cannot be resolved to the City's Attorney's satisfaction, the City may decline to use the Law Firm. **In the event Law Firm determines there is such a conflict of interest or potential conflict of interest after the Representation commences, he/she must notify the City Attorney, in writing, immediately.**

13. Law Firm acknowledges that it is informed that Texas law prohibits contracts between the City and any local public official, and that that prohibition extends to an officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, it is reasonably foreseeable that an action on the matter would confer an economic benefit on a business entity. Law Firm certifies that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this contract is any officer or employee of City or any of its agencies.
14. All complete and final drafts of agreement(s), documents, legal memoranda, correspondence, reports, information and other data given to, prepared or assembled by Law Firm in furtherance of work performed on behalf of the City, and any other related documents or items, shall become the sole property of the City and shall be delivered to the City, without restriction on future use.. Law Firm may make copies of any and all documents for its files, at its sole cost and expense.

DATED this ____ day of November, 2012.

Mayor Lucy Johnson
City of Kyle, Texas

Frank J. Garza, Partner
Law Offices of Davidson Troilo Ream &
Garza, A Professional Corporation

ATTEST:

City Secretary

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action, cont...

19. Discussion and Adoption of City Council Meetings Master Calendar for 2013
~ *Lanny Lambert, City Manager*

◀ December		~ January 2013 ~					February ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		1 New Year's Day City Offices Closed	2 City Council Meeting	3	4	5	
6	7	8	9	10	11	12	
13	14	15 City Council Meeting	16	17	18	19	
20 Inauguration Day	21 Martin Luther King City Offices Closed	22	23	24	25	26	
27	28	29	30	31	Notes:		

~ February 2013 ~						
← January						March ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 City Council Meeting	6	7	8	9
10	11	12	13	14	15	16
17	18 Presidents' Day City Offices Closed	19 City Council Meeting	20	21	22	23
24	25	26	27	28	Notes:	

~ March 2013 ~						◀ February	April ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
					1	2	
3	4	5 City Council Meeting	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19 City Council Meeting	20	21	22	23	
24	25	26	27	28	29	30	
31	Notes:						

◀ March

~ April 2013 ~

May ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 City Council Meeting	3	4	5	6
7	8	9	10	11	12	13
14	15 Tax Day (Taxes Due)	16 City Council Meeting	17	18	19	20
21	22	23	24	25	26	27
28	29	30	Notes:			

~ May 2013 ~							June ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4	
5	6	7 City Council Meeting	8	9	10	11 City Election Day	
12	13	14	15	16	17	18	
19	20	21 City Council Meeting	22	23	24	25	
26	27 Memorial Day City Offices Closed	28	29	30	31	Notes:	

~ June 2013 ~						
◀ May						July ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 City Council Meeting	5	6	7	8
9	10	11	12	13	14	15
16	17	18 City Council Meeting	19	20	21	22
23	24	25	26	27	28	29
30	Notes:					

~ July 2013 ~

← June

August →

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 City Council Meeting	3	4 Independence Day City Offices Closed	5	6
7	8	9	10	11	12	13
14	15	16 City Council Meeting	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	Notes:		

~ August 2013 ~							September ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				1	2	3	
4	5	6 City Council Meeting	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20 City Council Meeting	21	22	23	24	
25	26	27	28	29	30	31	

~ September 2013 ~

◀ August

October ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day City Offices Closed	3 City Council Meeting	4	5	6	7
8	9	10	11	12	13	14
15	16	17 City Council Meeting	18	19	20	21
22	23	24	25	26	27	28
29	30	Notes:				

~ October 2013 ~							November ▶
◀ September	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 National Night Out	2 City Council Meeting	3	4	5
6	7	8 TML Annual Conference	9 TML Annual Conference	10 TML Annual Conference	11 TML Annual Conference	12	
13	14 Columbus Day City Offices Closed	15 City Council Meeting	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31 Halloween	Notes:		

~ November 2013 ~						
◀ October						December ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 Election Day	6 City Council Meeting	7	8	9
10	11 Veterans' Day City Offices Closed	12	13	14	15	16
17	18	19 City Council Meeting	20	21	22	23
24	25	26	27	28 Thanksgiving City Offices Closed	29 City Offices Closed	30

◀ November

~ December 2013 ~

January ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 City Council Meeting	4	5	6	7
8	9	10	11	12	13	14
15	16	17 City Council Meeting	18	19	20	21
22	23	24 Christmas Eve City Offices Closed	25 Christmas Day City Offices Closed	26	27	28
29	30	31	Notes:			

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action, cont...

20. A RESOLUTION OF THE CITY OF KYLE, TEXAS, SUPPORTING CAPITAL METRO IN ITS PURSUIT OF LEGISLATION TO ALLOW TRANSIT AUTHORITIES TO CREATE LOCAL GOVERNMENT CORPORATIONS AS A VOLUNTARY TOOL TO ALLOW CAPITAL METRO TO PROVIDE PUBLIC TRANSPORTATION SERVICE WITHOUT HAVING TO SUPPLANT A JURISDICTION'S EXISTING SALES TAX

~ Jerry Hendrix, Director of Community Development

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, SUPPORTING CAPITAL METRO IN ITS PURSUIT OF LEGISLATION TO ALLOW TRANSIT AUTHORITIES TO CREATE LOCAL GOVERNMENT CORPORATIONS AS A VOLUNTARY TOOL TO ALLOW CAPITAL METRO TO PROVIDE PUBLIC TRANSPORTATION SERVICE WITHOUT HAVING TO SUPPLANT A JURISDICTION'S EXISTING SALES TAX.

Whereas, the 2010 Census adjustments changed the City of Kyle from a designation of rural to urban, effectively limiting public transportation funding support from the State; and

Whereas, this designation also places the City of Kyle in a transit district currently serviced by Capital Metro; and,

Whereas, traffic congestion costs our region, both people and businesses, time and money, and diminishes our quality of life, and;

Whereas, high-capacity transit has a key role to play in improving mobility in Central Texas by providing reliable alternatives to single-occupancy vehicles, and;

Whereas, Capital Metro in partnership with Capital Area Metropolitan Planning Organization (CAMPO) has been researching possible tools to improve regional public transportation and determine funding sources for regional plans, and:

Whereas, Capital Metro is seeking support from jurisdictions outside its service area as they seek legislative action to create local government corporations (LGC). The City sees LGC as an important means to help provide a seamless regional transportation network, and;

Whereas, Local Government Corporations (LGC) is a voluntary tool being considered along with others to meet the goal of Capital Metro to provide regional service and one of the goals of the non-member communities to have a voice in public transportation decision making through an appointed board of directors, and:

Whereas, a LGC does not create a new funding source but will allow Capital Metro to use designated federal funds in partnership with a jurisdictions general fund, 4b sales tax, private sector or other nonprofit organization funding.

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

The City of Kyle supports Capital Metro in its pursuit of legislation that allows transit authorities to create local government corporations, a voluntary tool that would allow Capital Metro to provide public transportation service without having to supplant a jurisdiction's existing sales tax.

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

Section 2. Authorization. The City Manager is hereby authorized to work with other jurisdictions and Capital Metro to explore alternative funding sources and mechanisms for public transportation in Kyle.

Section 3. Future Budget Amendment. Through the approval of this Resolution, the City Council does hereby acknowledge and agree that this item does not specifically impact the *FY20012-13 City of Kyle Annual Operating Budget*; and that no budget amendment is required for this item.

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

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

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

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

ATTEST:

THE CITY OF KYLE, TEXAS

Amelia Sanches, City Secretary

Lucy Johnson, Mayor

City of Kyle Resolution No. _____

Recommendations for Addressing the Capital
Metro Service Area / Urbanized Area
Disconnect as it relates to Regional Transit
Funding

Three Ways to Go...Maybe More

- Service Expansion Policy
- Direct Recipient
- Sub-recipient

Hopefully after a successful legislative session...

- Local Government Corporations

The Capital Metro Service Expansion Policy allows CMTA to provide service through an interlocal agreement between the jurisdiction and the CMTA. The jurisdiction would pay the cost of service, with a credit given to the jurisdiction for 5307 eligible expenses.

A jurisdiction would be able to receive 5307 funds from FTA for eligible expenses. Like CMTA, the jurisdiction would be fully responsible for the management of the funds, assuming all responsibility for compliance and local match.

The jurisdiction may contract directly with a service provider and seek reimbursement for the federal portion of 5307 eligible expenses through CMTA. CMTA will make available to the sub-recipient the CMTA negotiated rates with its contracted service providers.

A local government corporation is a separate and independent corporate entity formed by a municipality or county to act on behalf of the local government. The LGC has the powers and privileges of a transportation & nonprofit corporation:

- buy, assemble, and sell land.
- accept tax-deductible donations, including monetary and land grants.
- issue bonds with city or county credit upon approval by the governing body.

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VI. Consider and Possible Action, cont...

21. Discussion of Street Bond Issue
~ *Brad Pickett, Council Member District 3*

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VII. City Manager's Report

22. Update on Various Capital Improvement Projects, Road Projects, Building Program, and/or General Operational Activities
~ *Lanny Lambert, City Manager*
- **Discuss 2013 Legislative Priorities**

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VIII. Staff Report

23. Staff presentation of the Parks and Recreation Department Annual Activity Report
~ *Kerry Urbanowicz, Director of Parks and Recreation*

FY2012 Highlights

- Opened Lake Kyle
- Mowed over 3400 acres
- Trimmed over 1400 miles
- Spent over 69 hours removing graffiti
- Spent over 1,900 Maintenance man hours above duties
- New Program – Adult Men’s Flag Football
- Open Swim Pool Patrons = 21,913 with total Kyle Pool guests = 51,813
- 82,798 Daily Recreational Program Participants

FY2012 Highlights (con't)

- No new Special Events last year
- Total participants in Special Events & Community Activities = 28,636
- Total Recreation and Special Event Participants = 111,434
- Lake Kyle daily guests = 11,139
- Facility Rental Guests = 42,791 (279 reservations)
- Grand total number of daily PARD users =
154,224

FY2012 Highlights (con't)

- Economic Impact = \$414,765
- Facebook Friends = 1991
- Top Website pages =
 - Pool
 - Lake Kyle
 - Sports Leagues
- Total Website Hits = 59,825 (163/day)
- 5,970 hours of community service donated to the PARD
- Continued exceeding safety and training goals and stayed under expense budget while reaching revenue budget

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

VIII. Staff Report

24. Present City of Kyle's Financial Performance Report (unaudited) for the 4th Quarter Ending September 30, 2012
~ *Perwez A. Moheet, CPA, Director of Finance*



Financial Performance Report
For 12-Months Ending 9-30-2012

City Council Meeting
November 20, 2012



Financial Performance Report For 12-Months Ending 9-30-2012

Presentation Overview

- Background Information
- Presentation Covers Operating Funds:
 - General Fund
 - Utility Fund
- Fund Balances
- Debt Position
- Investments



Financial Performance Report For 12-Months Ending 9-30-2012

Background Information

- Report Period: October 1, 2011 to September 30, 2012
- Unaudited Financial Information
- 29 Separate Accounting Funds Being Utilized
- A “Fund” is defined as a separate fiscal and accounting entity with a set of accounts (ledger) established to account for specific program activities including revenue and associated expenditures. For example, General Fund, Utility Fund CIP Fund, Grant Fund, etc.
- Fund Summary Budget Status Reports Provided



Financial Performance Highlights For 12-Months Ending 9-30-2012

ALL FUNDS SUMMARY - CITYWIDE

	3-Month Period At 12-31-2011*	6-Month Period At 3-31-2012*	9-Month Period At 6-30-2012*	12-Month Period At 9-30-2012*
Beginning Balance	\$ 21,179,447	\$ 21,179,447	\$ 21,179,447	\$ 21,179,447
Total Revenue & Transfers-In	\$ 7,399,774	\$ 16,787,871	\$ 24,144,557	\$ 30,851,106
Total Expenditures & Transfers-Out	\$ 6,801,633	\$ 15,941,625	\$ 21,529,847	\$ 30,324,084
Sources In Excess of Uses	\$ 598,141	\$ 846,246	\$ 2,614,709	\$ 527,022
Ending Balance	\$ 21,777,588	\$ 22,025,693	\$ 23,794,157	\$ 21,706,468

*Unaudited Financial Information for FY 2011-12



Financial Performance Highlights For 12-Months Ending 9-30-2012

GENERAL FUND

	FY 2009-10 At 9-30-2010	FY 2010-11 At 9-30-2011	FY 2011-12 Approved Budget	Year to Date w/Encumbrance*
~Beginning Balance	\$ 3,185,580	\$ 2,413,465	\$ 3,247,759	\$ 3,247,759
Total Revenue & Transfers-In	\$ 10,890,282	\$ 12,553,216	\$ 12,485,163	\$ 13,357,258
Total Expenditures & Transfers-Out	\$ 11,662,397	\$ 11,724,578	\$ 12,674,999**	\$ 11,821,262
Ending Balance	\$ 2,413,465	\$ 3,247,759	\$ 3,057,923	\$ 4,783,755

Notes: *Unaudited Financial Information for FY 2011-12

**Includes Encumbrances Rolled-Over from Prior Year

~Community Development and Recreation Fund Activities Merged With General Fund



Financial Performance Highlights For 12-Months Ending 9-30-2012

GENERAL FUND

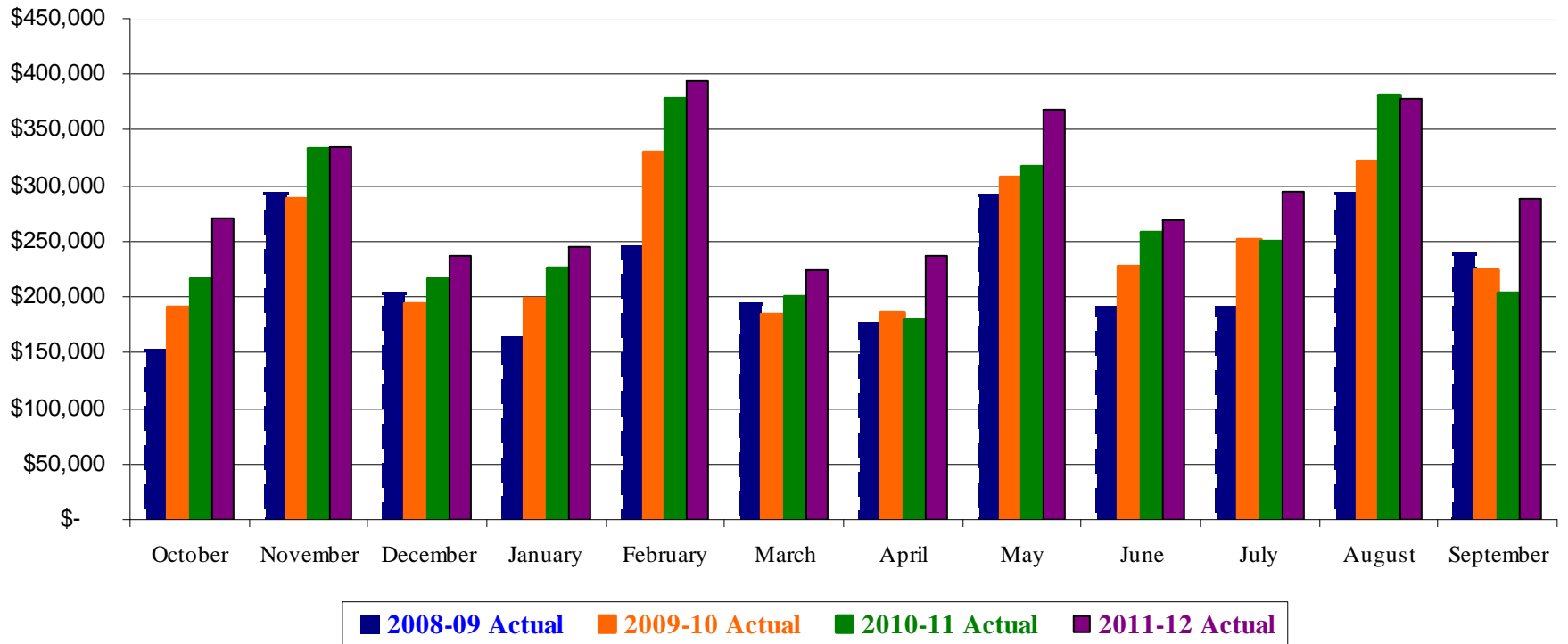
Revenue & Transfers-In:

- Revenue & Transfers-In Totaled \$13,357,258 or 107.0% of Approved Budget for the Year
 - Property Tax Receipts (M&O Portion) \$ 3,386,409 or 104.4%
 - Sales Tax Receipts \$ 3,540,287 or 107.1%
 - Charges for Services \$ 1,975,749 or 103.6%
 - Municipal Court Fines \$ 805,779 or 146.2%
 - Community Development \$ 598,841 or 113.2%
 - Recreation Programs \$ 272,445 or 99.1%
- Transfers-in From Utility Operating Fund Totaled \$1,635,000 or 100.0% of Budget



Financial Performance Highlights For 12-Months Ending 9-30-2012

**City Sales & Use Tax Collection By Month
Fiscal Years 2009 - 2012**





Financial Performance Highlights For 12-Months Ending 9-30-2012

GENERAL FUND

Expenditures & Transfers-Out:

- Expenditures & Transfers-Out Totaled \$11,821,262 or 93.3% of Amended Budget for the Year
 - Administration \$ 1,180,738 or 96.4%
 - Community Development \$ 905,884 or 95.4%
 - Financial Services \$ 765,812 or 95.2%
 - Parks & Recreation \$ 1,619,176 or 89.5%
 - Public Library \$ 375,691 or 97.1%
 - Police \$ 3,849,061 or 95.4%
 - Public Works (Street Maint.) \$ 486,597 or 76.2%
 - Solid Waste Services \$ 1,596,217 or 98.4%
- Detailed Fund Summary Budget Status Report is Provided



Financial Performance Highlights For 12-Months Ending 9-30-2012

UTILITY OPERATING FUND

	FY 2009-10 At 9-30-2010	FY 2010-11 At 9-30-2011	FY 2011-12 Approved Budget	Year to Date w/Encumbrance*
~Beginning Balance	\$ 6,749,063	\$ 4,915,538	\$ 3,428,628	\$ 3,428,628
Total Revenue & Transfers-In	\$ 6,122,847	\$ 7,968,909	\$ 9,066,650	\$ 9,728,150
Total Expenditures & Transfers-Out	\$ 8,364,831	\$ 8,852,892	\$ 11,252,560***	\$ 10,310,404
Ending Balance	\$ 4,915,538**	\$ 3,428,628**	\$ 1,242,718	\$ 2,846,375

Notes: *Unaudited Financial Information for FY 2011-12

**Net of Prior Period Adjustments

***Includes Encumbrances Rolled-Over From Prior Year

~Unrestricted Net Asset Basis



Financial Performance Highlights For 12-Months Ending 9-30-2012

UTILITY OPERATING FUND

Revenue & Transfers-In:

- Revenue Totaled \$9,728,150 or 107.3% of Approved Budget
 - Water Sales \$ 5,544,424 or 104.1%
 - Water Service Charges \$ 453,551 or 141.4%
 - Wastewater Volume Charge \$ 3,552,958 or 107.8%
 - Wastewater Service Charges \$ 82,330 or 221.9%
- No Transfers-In From Other City Funds



Financial Performance Highlights For 12-Months Ending 9-30-2012

UTILITY OPERATING FUND

Expenditures & Transfers-Out:

- Expenditures & Transfers-Out Totaled \$10,310,404 or 91.6% of Approved Budget for the Year
 - Administration \$ 757,108 or 87.2%
 - Water Supply \$ 3,518,408 or 95.7%
 - Water Operations \$ 1,085,208 or 83.7%
 - Wastewater Operations \$ 1,920,481 or 81.3%
 - Utility Billing & Collections \$ 416,013 or 95.6%
- Transfers-Out to the General Fund and Debt Service Funds Totaled \$2,578,793 or 100.0% of Budget
- Detailed Fund Summary Budget Status Report is Provided



Financial Performance Highlights For 12-Months Ending 9-30-2012

Item	Fund Number	Name of Fund/Title	Unaudited Fund Balance
1	110	General Fund	\$ 4,783,754.84
2	115	Road Improvement Fund	-
3	127	Transportation Fund	(154,454.43)
4	131	Police Forfeiture Fund	22,819.17
5	132	Police Special Revenue Fund	6,820.68
6	133	Court Special Revenue Fund	135,085.14
7	135	Hotel Occupancy Tax Fund	58,089.38
8	136	Economic Development Fund	(87,362.55)
9	138	Library Building Fund	7,191.86
10	151	General Debt Service I&S Fund	288,540.20
11	152	SIB (State Infrastructure Loan) I&S Fund	(0.88)
12	171	CIP Current Projects Fund	-
13	172	CIP Park Development Fund	61,998.37
14	182	2007 CO Road Improvement Fund	899,356.06
15	184	2008 CO Bond Fund - CIP	4,758,220.67
16	185	2009 Tax Notes Fund	831,614.53
17	187	2010 CO Library Building Fund	66,895.88
18	310	Utility Operating Fund	2,846,374.60
19	331	Water CIP Operating Revenue Fund	224,166.95
20	332	CIP Water Impact Fee Fund	(874,510.90)
21	341	Sewer CIP Operating Revenue Fund	162,500.00
22	342	Sewer CIP Impact Fee Fund	7,406,735.44
23	410	General Government Grant Funds	9,763.20
24	411	Water Reuse Feasibility Study	(3,738.66)
25	412	Train Depot Renovation - Donate	170,200.00
26	450	Public, Education & Government Fund	17,871.99
27	610	Structural Demolition Services	(326.62)
28	810	OPEB/Deferred Comp Fund	68,862.92
29	999	Pooled Cash Fund - Operating	-
Total All Fund Balance (Unaudited):			<u>\$ 21,706,467.84</u>



Financial Performance Highlights For 12-Months Ending 9-30-2012

DEBT POSITION BY FUNDING SOURCE

1. General Fund:	\$ 36,073,072	52.89%
2. Tax Increment Financing:	\$ 26,036,913	38.17%
3. Utility Operating Fund:	\$ 5,960,206	8.74%
4. Hotel Tax Fund:	<u>\$ 137,760</u>	<u>0.20%</u>
Total:	<u>\$ 68,207,951*</u>	<u>100.00%</u>

*Excludes Interest Payable on Outstanding Debt Principal



Financial Performance Highlights For 12-Months Ending 9-30-2012

TOTAL DEBT: PRINCIPAL & INTEREST

	Principal	Interest	Total Principal & Interest
Certificate of Obligation, Series 2002	\$ 225,000	\$ 8,213	\$ 233,213
Certificate of Obligation, Series 2003	\$ 300,000	\$ 11,040	\$ 311,040
Certificate of Obligation, Series 2007	\$ 8,645,000	\$ 3,041,800	\$ 11,686,800
Certificate of Obligation, Series 2008	\$ 20,915,000	\$ 12,456,563	\$ 33,371,563
State Infrastructure Bond Loan II	\$ 12,462,951	\$ 5,291,804	\$ 17,754,755
Limited Tax Notes, Series 2009	\$ 3,360,000	\$ 221,334	\$ 3,581,334
General Obligation Refunding Bonds, Series 2009	\$ 14,635,000	\$ 4,262,644	\$ 18,897,644
Certificate of Obligation, Series 2010	\$ 4,290,000	\$ 1,628,525	\$ 5,918,525
General Obligations Refunding Bonds, Series 2011	\$ 3,375,000	\$ 709,808	\$ 4,084,808
TOTAL:	\$ 68,207,951	\$ 27,631,731	\$ 98,839,682



Financial Performance Highlights For 12-Months Ending 9-30-2012

INVESTMENTS BY FUNDING SOURCE

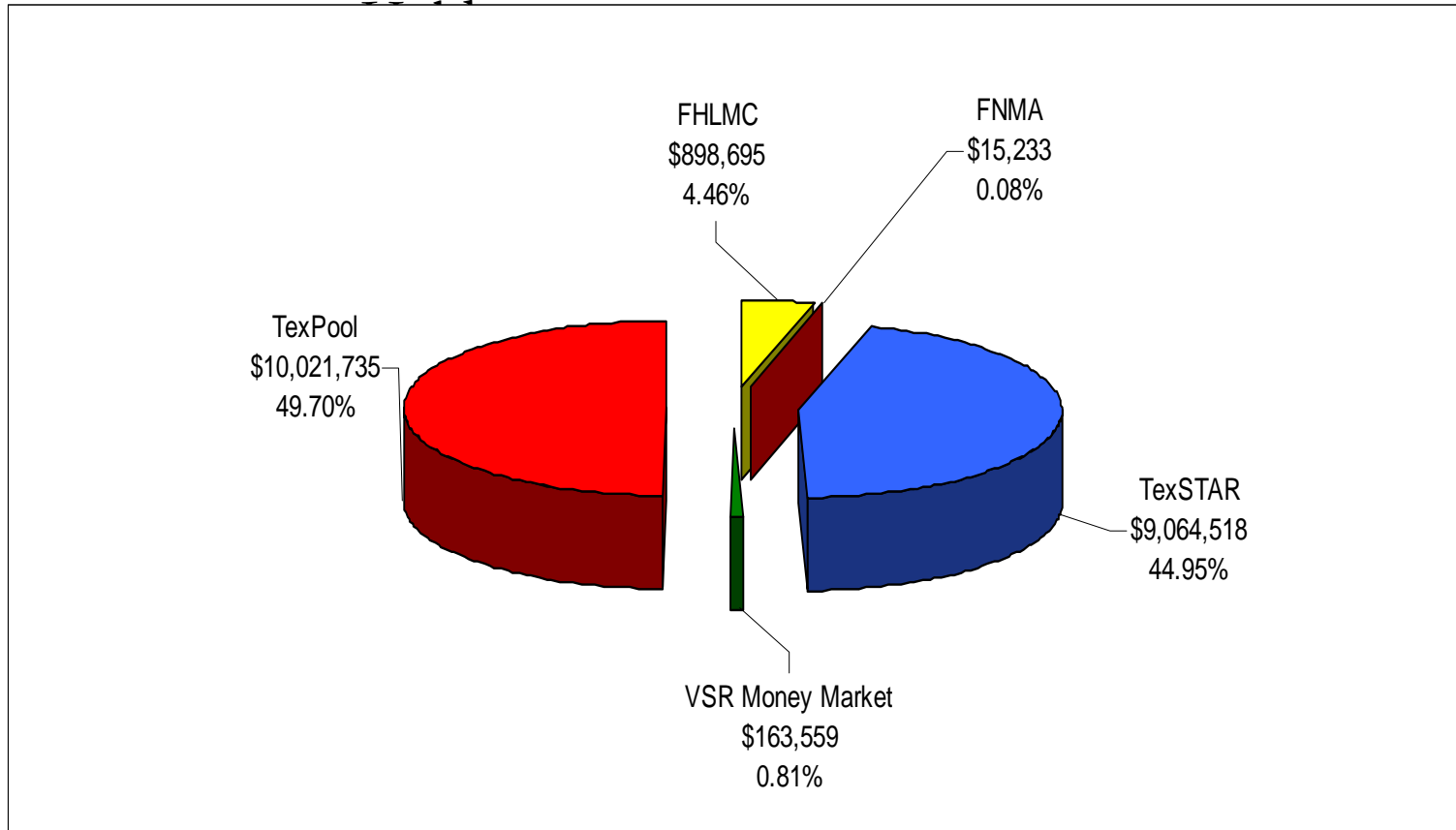
1. Debt Proceeds:	\$ 7,400,025	36.70%
2. Utility Fund:	\$ 7,743,568	38.40%
3. General Fund:	\$ 3,936,377	19.52%
4. Debt Service Fund:	\$ 933,797	4.64%
5. Other:	<u>\$ 149,973</u>	<u>0.74%</u>
Total:	<u>\$20,163,740</u>	<u>100.00%</u>

- Year to Date Investment Earnings Totaled \$85,474.26



Financial Performance Highlights For 12-Months Ending 9-30-2012

Market Value of Investments





Financial Performance Highlights For 12-Months Ending 9-30-2012

QUESTIONS / COMMENTS

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

IX. Executive Session

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

26. Convene into Executive Session pursuant to Tex. Gov't. Code, § 551.074 to deliberate the evaluation, performance and employment of the City Manager

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

X. Executive Session, cont...

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

28. Reconvene into Public Session and take action as appropriate regarding the evaluation, performance and employment of the City Manager

KYLE CITY COUNCIL MEETING

NOVEMBER 20TH, 2012

XI. Adjourn
