

CITY OF KYLE



Notice of Regular City Council Meeting

KYLE CITY HALL
100 W. Center Street

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on 5/14/2013, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 9th day of May, 2013 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Regular Meeting - May 7, 2013 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

III. Citizen Comment Period With City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak must sign in before the meeting begins at the Kyle City Hall. Speakers may be provided with an opportunity to speak during this time period, and they must observe the three-minute time limit.

IV. Presentation

2. The Kyle City Council will recognize Council Member Brad Pickett for his dedication and service to the City of Kyle ~ *Lucy Johnson, Mayor*

 [Attachments](#)

3. Recognition of outgoing Public Works and Service Committee member Kelly Hoag for the selfless work and dedication for the citizens of Kyle ~ *David Wilson, Council Member District 4*

 [Attachments](#)

4. Recognition of outgoing Economic Development & Tourism Committee members Ross Wood and Vicki Rubsam for their leadership and dedication to the City of Kyle ~ *Diane Hervol, Mayor Pro Tem*

 [Attachments](#)

5. Presentation regarding Rock the Porch: A Public Art Initiative from Plum Creek ~ *Kelsey Kemper, PR, Plum Creek*

 [Attachments](#)

6. Recognition of the 3rd Graduating Class of the Kyle Citizen's Police Academy ~
Jeff Barnett, Chief of Police

- *Michele Christie*
- *Eric Gordon Sr.*
- *Zulema Ibarra*
- *James (Jim) Kasee*
- *Lora Kasee*
- *Janis Sills*
- *Jeffery Swietek*
- *David Wintermute*
- *Stanley Zygmunt*
- *Olga Hernandez*
- *Edgar Rodrigues*

 [Attachments](#)

7. Presentation of Kyle Leadership Academy Certifications ~ *Jerry Hendrix,*
Director of Community Development

- *Kelly Hoag - Level 2*
- *Dallas Lee - Level 3*
- *Richard Rominger - Level 3*

 [Attachments](#)

V. Proclamations

8. Proclamation of the City of Kyle, Texas Proclaiming the week of May 12 - 18,
2013 as "Police Week" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

 [Attachments](#)

9. Proclamation of the City of Kyle recognizing May 27, 2013 as "Memorial Day" in
the City of Kyle, Texas ~ *David Wilson, Council Member District 4*

 [Attachments](#)

VI. Consent Agenda

10. *(Second Reading)* Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

11. Authorize award and execution of a Purchase Order to PYRO ENGINEERING, INC of Bethpage, New York, in an amount not to exceed \$15,000.00 to provide materials and labor for the July 4th Independence Day Celebration fireworks show ~ *Kerry Urbanowicz, Director of Parks and Recreation*

 [Attachments](#)

12. Authorize award and execution of a Purchase Order to HINES POOL and SPA of Austin, TX, in an amount not to exceed \$11,500 to supply chemicals for use at the Kyle Public Pool ~ *Kerry Urbanowicz, Director of Parks & Recreation*

 [Attachments](#)

13. A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT ENTERED IN BY FANGGLE/Q4 MOBILE AND THE CITY OF KYLE, TEXAS, TO ALLOW THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A MOBILE APP FOR THE KYLE PUBLIC LIBRARY; AS A PARTICIPANT IN THE MOBILE SOLUTIONS GRANT PROGRAM THROUGH THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION ~ *Joshua Moreno, Grants Administrator*

 [Attachments](#)

14. Ratify award and execution of a Purchase Order issued to SIGN CRAFTERS, INC., of San Marcos, Texas, in an amount not to exceed \$4,950.00 to remove old reflective vinyl signage and install new signage on ten marked police vehicles ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

VII. Consider and Possible Action

15. A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 11, 2013, GENERAL ELECTION OF THE CITY OF KYLE, TEXAS ~ *Frank Garza, City Attorney*

 [Attachments](#)

16. A RESOLUTION BY THE CITY COUNCIL OF CITY OF KYLE, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION HELD MAY 11, 2013, AND CONTAINING PROVISIONS NECESSARY AND INCIDENTAL THERETO ~ *Frank Garza, City Attorney*

 [Attachments](#)

17. AN ORDINANCE OF THE CITY OF KYLE, TEXAS, CALLING A RUNOFF ELECTION ON SATURDAY, JUNE 1, 2013, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER AT LARGE, POSITION THREE; PROVIDING FOR EARLY VOTING AND FOR NOTICE OF THE ELECTION;

AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION
~ *Frank Garza, City Attorney*

 [Attachments](#)

18. *(First Reading)* APPROVE AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 50, "UTILITIES" OF THE CITY'S CODE OF ORDINANCES BY ADDING SECTIONS 50-1 TO 50-8, WHICH PROHIBITS ANY PERSON OR ENTITY FROM USING THE STREETS, ALLEYS, AND PUBLIC GROUNDS OF THE CITY EXCEPT AS AUTHORIZED BY THE CITY OR BY STATE LAW; FIXING THE STREET RENTAL FEES TO BE PAID BY SUCH PERSONS TO THE CITY PURSUANT TO THE TEXAS TAX CODE; PROVIDING PENALTIES FOR VIOLATION; PROVIDING FOR A SAVINGS CLAUSE; AND CONTAINING OTHER TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER. ~ *Frank Garza, City Attorney*

- Public Hearing

 [Attachments](#)

19. *(First Reading)* AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ("CITY") APPROVING IMPLEMENTATION OF THE FEBRUARY 11, 2013 INTERIM RATE ADJUSTMENT FILING PURSUANT TO THE TEXAS UTILITIES CODE § 104.301 OF TEXAS GAS SERVICE COMPANY, A DIVISION OF ONEOK, INC. ("TGS" OR "COMPANY"); AND DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE ~ *Jerry Hendrix, Director of Community Development*

- Public Hearing

 [Attachments](#)

20. A RESOLUTION OF THE CITY COUNCIL, OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, BULLETPROOF VEST PARTNERSHIP (BVP), FOR THE FY2013 APPLICATION FUNDING PERIOD ~ *Joshua Moreno, Grants Administrator*

 [Attachments](#)

21. Approve Memorandum of Understanding between the Kyle Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

VIII. City Managers Report

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

1. Police Department Open House, May 16, 2013, 11:00 a.m.
2. Kyle Animal Control Pet Fair, June 1, 2013
3. Discuss City Council Retreat scheduled for June 22, 2013

 [Attachments](#)

IX. ADJOURN

At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which state law authorizes Executive Session to be held

*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC.551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to:(1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.



CITY OF KYLE, TEXAS

City Council Regular Meeting - May 7, 2013

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - May 7, 2013 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the May 7th Regular Meeting of the City Council, a copy of which is included with the meeting packet.

Budget Information: N/A

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Attachments / click to download

[City Council Regular Meeting Minutes - May 7, 2013](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on May 7, 2013 at 7:00 pm at Kyle City Hall, with the following persons present:

Mayor Lucy Johnson
 Mayor Pro Tem Diane Hervol
 Council Member Samantha LeMense
 Council Member Becky Selbera
 Council Member David Wilson
 Lanny Lambert, City Manager
 James Earp, Assistant City Manager
 Jerry Hendrix, Director of Communications
 Perwez Moheet, Finance Director
 Steven Wadacki, City Engineer
 Sofia Nelson, Director of Planning
 Mark Shellard, IT Director
 Harper Wilder, Director of Public Works
 Jeff Barnett, Police Chief
 Cody Faulk, City Attorney

CALL MEETING TO ORDER

Mayor Johnson called the meeting to order at 7:01 P.M.

ROLL CALL

Mayor Johnson called for roll call. Present were Mayor Johnson, Mayor Pro Tem Hervol, Council Member LeMense, Council Member Selbera, and Council Member Wilson.

Mayor Johnson stated that Council Member Pickett was working and would not attend and that Council Member Bryant was ill. Mayor Johnson moved to excuse Council Member Bryant's absence due to illness. Council Member LeMense seconds the motion. All aye. Motion carried.

APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING - APRIL 16, 2013 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Mayor Pro Tem Hervol moved to approve the City Council Regular Meeting - April 16, 2013 minutes. Council Member Selbera seconds the motion. All aye. Motion carried.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Mayor Johnson opened the citizens comment period at 7:03 P.M. and called for comments on items not on the agenda or posted for public hearing. Tim Miller stated that he wanted to thank the citizens for their input on the tree ordinance but felt that the developer's interest over the citizen rights took precedence, and was disappointed that no mention of the heritage oaks is made. With no one else wishing to speak Mayor Johnson closed Citizen's Comments at 7:06 P. M.

PRESENTATION

PRESENTATION OF EMPLOYEE OF THE MONTH FOR THE MONTH OF APRIL
~ *LANNY LAMBERT, CITY MANAGER*

- Janie Tobias, Public Works Secretary

Mr. Lambert presented Janie Tobias with a plaque for employee of the month and thanked her for her service.

APPOINTMENTS

CONSIDERATION OF APPOINTMENT OF COUNCIL MEMBER SAMANTHA LEMENSE AS THE CITY OF KYLE'S DESIGNATED REPRESENTATIVE TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) GENERAL ASSEMBLY ~ *LUCY JOHNSON, MAYOR*

Mayor Johnson moved to Appoint Council Member Samantha LeMense as the City of Kyle's Designated Representative to the Capital Area Council of Governments (CAPCOG) General Assembly and sending a letter of recommendation for the Executive Board. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried.

CONSENT AGENDA

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO LOWER COLORADO RIVER AUTHORITY (LCRA) IN THE AMOUNT OF \$2,380.30 FOR THE POLICE DEPARTMENT'S RELOCATION AND REWIRING OF DISPATCH CENTER CONSOLES AND CONTROL STATIONS ~ *JEFF BARNETT, CHIEF OF POLICE*

(*SECOND READING*) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING CHAPTER 53, ZONING ARTICLE V- LANDSCAPING AND SCREENING REQUIREMENTS TO AMEND AND ESTABLISH SECTION 53-995 TREE ORDINANCE; AUTHORIZING THE CITY SECRETARY TO AMEND

ORDINANCE 438 OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE;
PROVIDING FOR PUBLICATION DATE; PROVIDING FOR SEVERABILITY; AND
CITY COUNCIL REGULAR MEETING

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Kyle City Hall

DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS
PASSED AS OPEN TO THE PUBLIC AS REQUIRED BY LAW ~ *SOFIA NELSON,*
DIRECTOR of Planning

AUTHORIZE AWARD AND EXECUTION OF A PURCHASE ORDER TO IDS DBA
TEXAS TANK SERVICES OF TYLER, TEXAS 75701 IN AN AMOUNT NOT TO
EXCEED \$6,750.00 FOR THE INTERNAL CLEANING OF WELL #3 STANDPIPE,
WELL #3 GROUND STORAGE, YARRINGTON GROUND STORAGE, AND REBEL
ROAD GROUND STORAGE #1 AND #2. THIS INTERNAL CLEANING PROCESS
IS NECESSARY TO CONFORM WITH TCEQ REGULATIONS ~ *HARPER WILDER,*
DIRECTOR OF PUBLIC WORKS

AUTHORIZE AWARD AND EXECUTION OF A 3-YEAR SERVICE AGREEMENT
WITH ROADWAY SPECIALTIES, INC., OF AUSTIN, TEXAS, IN AN AMOUNT
NOT TO EXCEED \$5,000.00 PER FISCAL YEAR TO PROVIDE SUPPLIES AND
REPAIR SERVICES FOR DAMAGED GUARDRAILS FOR THE PUBLIC WORKS
DEPARTMENT. ~ *HARPER WILDER, DIRECTOR OF PUBLIC WORKS*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS,
ACCEPTING PLUM CREEK PHASE 1 SECTION 6E-3 (SANDERS STREET)
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 D. WIDACKI, P.E.,*
CITY ENGINEER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS,
ACCEPTING PLUM CREEK PHASE 1 SECTION 6E 2-3 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 D. WIDACKI, P.E., CITY ENGINEER*

Mayor Pro Tem Hervol moved to Approve Consent Agenda Item # 4 ~ Authorize award and execution of a Purchase Order to Lower Colorado River Authority (LCRA) in the amount of \$2,380.30 for the Police Department's relocation and rewiring of dispatch center consoles and control stations; **Item #5** ~ (*Second Reading*) An Ordinance of the City Council of the City of Kyle, Texas amending Chapter 53, Zoning Article V Landscaping and Screening Requirements to amend and establish Section 53-995 Tree Ordinance; Authorizing the City Secretary to Amend Ordinance 438 of the City of Kyle so as to reflect this change; Providing for severability and determining that the meeting at

which this ordinance was passed as open to the Public as required by law; **Item # 6** ~ Authorize award and execution of a Purchase Order to IDS dba Texas Tank Services of

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

Tyler, Texas 75701 in an amount not to exceed 6,750.00 for the internal cleaning of Well #3 standpipe, Well #3 ground storage, Yarrington ground storage, and Rebel Road ground storage #1 and #2; **Item #7** ~ Authorize award and execution of a 3-year service agreement with Roadway Specialties, Inc., of Austin, Texas, in an amount not to exceed \$5000.00 per fiscal year to provide supplies and repair services for damage guardrails for the Public Works Department; **Item #8** ~ A Resolution of the City Council of the City of Kyle, Texas, Accepting Plum Creek Phase 1 Section 6E-3 (Sanders Street) 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; **Item #9** ~ A Resolution the City Council of the City of Kyle, Texas, Accepting Plum Creek Phase 1 Section 6E 2-3 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. Council Member LeMense seconds the motion. All aye. Motion carried.

CONSIDER AND POSSIBLE ACTION

A RESOLUTION OF THE CITY OF KYLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A DEPOSIT AND REIMBURSEMENT AGREEMENT WITH WALTON TEXAS, LP FOR A PROPOSED SUBDIVISION TO BE KNOWN AS PECAN WOODS, MADE UP OF 762 ACRES AND LOCATED IN KYLE'S ETJ ~ *SOFIA NELSON, DIRECTOR OF PLANNING*

Mayor Pro Tem Hervol moved to Approve a Resolution of the City of Kyle, Texas, authorizing the City Manager to execute a deposit and reimbursement agreement with Walton Texas, LP for a proposed subdivision to be know as Pecan Woods, made up of 762 acres and located in Kyle's ETJ. Council Member LeMense seconds the motion. All aye. Motion carried.

A RESOLUTION OF THE CITY OF KYLE ESTABLISHING A COMMITTEE FOR THE EXPLORATION OF A PIE FESTIVAL; APPOINTING MEMBERS; DEFINING ROLES AND TERMS; AND RELATED MATTERS ~ *SAMANTHA LEMENSE, COUNCIL MEMBER DISTRICT 5*

Mayor Pro Tem Hervol moved to approve A Resolution of the City of Kyle establishing a Committee for the exploration of a Pie Festival, appointing members, defining roles and terms; and related matters. Council Member LeMense seconds the motion. All aye. Motion carried.

AUTHORIZE EXECUTION OF STANDARD UTILITY AGREEMENT (SUA) WITH HAYS COUNTY FOR THE RELOCATION OF THE CITY OF KYLE UTILITY'S AFFECTED BY THE YARRINGTON ROAD BRIDGE IMPROVEMENTS AT IH-35 (CCSJ:0016-02-135 & ROW CSJ:0016-02-114). THE SUA IS PROPOSED TO COVER CITY COUNCIL REGULAR MEETING

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CITY COSTS FOR ENGINEERING, EASEMENT ACQUISITION AND CONSTRUCTION OF UTILITY RELOCATION IMPROVEMENTS. THE COST OF RELOCATION IMPROVEMENT EXPENSES SUBJECT TO REIMBURSEMENT TO THE CITY IS ESTIMATED TO BE \$472,707.00. RELATED TO AGENDA ITEM NO. 13 ~ STEVEN WIDACKI, P.E., CITY ENGINEER

Council Member Wilson moves to Approve and Authorize Execution of Standard Utility Agreement (SUA) with Hays County for the relocation of the City of Kyle Utility's affected by the Yarrington Road Bridge Improvements at IH - 35(CCSJ:0016-02-114). Mayor Pro Tem Hervol seconds the motion. All votes aye. Motion carried.

(FIRST READING) APPROVE AN ORDINANCE TO AMEND THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2012-13 BY INCREASING APPROPRIATIONS IN THE WATER UTILITY CIP FUND 331 BY \$472,707.00 AND INCREASING THE AMOUNT OF TRANSFER FROM THE WATER AND WASTEWATER UTILITY OPERATING FUND 310 BY THE SAME AMOUNT IN ORDER TO PROVIDE FUNDING FOR ENGINEERING SERVICES, EASEMENT ACQUISITION, AND CONSTRUCTION COSTS ASSOCIATED WITH THE RELOCATION OF AN EXISTING 12-INCH WATER LINE IMPACTED BY THE IH-35 AT YARRINGTON ROAD IMPROVEMENT PROJECT. RELATED TO AGENDA ITEM NO. 12 ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

Council Member Wilson moves to Approve (*First Reading*) Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project. Council Member Selbera seconds the motion. All aye. Motion carried.

CONSIDER APPROVAL OF THE TIMELINE FOR THE DEVELOPMENT AND ADOPTION OF THE CITY'S ANNUAL OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2013-14 INCLUDING SPECIAL CALLED CITY COUNCIL MEETINGS FOR BUDGET WORKSHOPS AND PUBLIC HEARINGS ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

Council Member Selbera moves to Approve the timeline for the development and adoption of the City's annual operating and capital budgets for Fiscal Year 2013-14 including special called City Council meetings for budget workshops and public hearings. Council Member LeMense seconds the motion. All aye. Motion carried.

CITY COUNCIL REGULAR MEETING

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GENERAL DISCUSSION AND POSSIBLE ACTION

GENERAL DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY SPONSORED PUBLIC FORUMS TO DISCUSS THE COMPREHENSIVE MASTER PLAN ~ *SOFIA NELSON, DIRECTOR OF PLANNING*

Following discussion on possible dates for the City sponsored public forums to discuss the Comprehensive Master Plan it was decided to hold the first meeting on Saturday, June 8, 2013 at 10:00 am at the Kyle Public Library, and the second on Saturday, June 29, 2013 at 10:00 am at the Public Works Building training room.

Mayor Johnson skips to item #17.

STAFF REPORT

PRESENTATION OF THE CITY'S DRAFT 5-YEAR CIP, EQUIPMENT, & PERSONNEL PLAN TOTALING \$98.8 MILLION FOR FISCAL YEARS 2014 THROUGH 2018. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR FINANCE*

Finance Director Perwez Moheet provided a presentation of the City's draft 5-Year CIP, Equipment, & Personnel Plan totaling \$98.8 million for Fiscal Years 2014 through 2018.

Mayor Johnson goes back to item #16.

CITY MANAGERS REPORT

UPDATE ON VARIOUS CAPITAL IMPROVEMENT PROJECTS, ROAD PROJECTS, BUILDING PROGRAM, AND/OR GENERAL OPERATIONAL ACTIVITIES ~ *LANNY LAMBERT, CITY MANAGER*

1. Discussion of increased water conservation (Drought Contingency Stage 2)
2. Discussion on improving citizen communication through Citizens Comments
3. May 21, 2013 City Council Meeting has been changed to May 14, 2013
4. Police Department Open House, May 16, 2013, 11:00 a.m.
5. Discuss City Council Retreat scheduled for June 22, 2013

City Manager Lanny Lambert stated that per Ordinance 569 Section 5 of the City's Code of Ordinances, effective tonight Stage 2 of the City's Drought Management Plan for the City's water system would be implemented. Mr. Lambert stated that the City had received criticism regarding the public input the City solicited during the proposed discussions of the amendments to the Long Range Master Plan and asked Council if they would like to amend the Ordinance pertaining to the City's boards and Commissions to

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

request or require all City's boards and Commissions to begin their meeting with a Public Comments section. Mayor and Council agreed to go ahead and amend the Ordinance. Mr. Lambert reminded Council that the May 21st meeting had been moved up to May 14, and about the grand opening for the Police Department to tour the new facilities. Mr. Lambert stated that before them was a schedule for their Council retreat to be held at the TDS Game Ranch at 120 Carl Road on June 22, 2013 from 8:00 am to 5:00 p.m. He stated the last item was that the Mayor and Council was invited to a joint meeting of the Emergency District #5 for this coming Monday night at 6:30 or 7:00 pm. Mayor Johnson stated she thought it was 7:00 pm but would check on that.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEX. GOV'T CODE, TO CONSULT WITH LEGAL COUNSEL REGARDING THE CASE OF *AQUA OPERATIONS INC., V. CITY OF KYLE*, FILED IN HAYS COUNTY

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEX. GOV'T CODE, TO CONSULT WITH LEGAL COUNSEL REGARDING THE CASE OF *SAVE OUR SPRINGS ALLIANCE, INC. V. CITY OF KYLE AND BARTON SPRINGS-EDWARDS AQUIFER CONSERVATION DISTRICT*

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEX. GOV'T CODE, TO CONSULT WITH LEGAL COUNSEL REGARDING THE STATUS OF MEET AND CONFER NEGOTIATIONS WITH KYLE POLICE ASSOCIATION

Mayor Johnson moved to Convene into Executive Session at 8:13 P.M. pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the case of Aqua Operations Inc., v. City of Kyle, filed in Hays County; Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the case of Save Our Springs Alliance, Inc. v. City of Kyle and Barton Springs-Edwards Aquifer Conservation District and Convene into Executive Session pursuant to Section 551.071, Tex. Gov't Code, to consult with legal counsel regarding the status of Meet and Confer Negotiations with Kyle Police Association. Council Member Selbera seconds the motion. All aye. Motion carried.

RECONVENE INTO OPEN SESSION TO TAKE ANY AND ALL ACTIONS AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING THE CASE OF *AQUA OPERATIONS INC., V. CITY OF KYLE*, FILED IN HAYS COUNTY

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

RECONVENE INTO OPEN SESSION TO TAKE ANY AND ALL ACTIONS AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING THE CASE OF *SAVE OUR SPRINGS ALLIANCE, INC. V. CITY OF KYLE AND BARTON SPRINGS-EDWARDS AQUIFER CONSERVATION DISTRICT*

RECONVENE INTO OPEN SESSION TO TAKE ANY AND ALL ACTIONS AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING THE STATUS OF MEET AND CONFER NEGOTIATIONS WITH KYLE POLICE ASSOCIATION

Mayor Johnson moved to Reconvene into Open Session at 9:24 P.M. to take any and all actions as deemed appropriate in the City Council's discretion regarding the case of Aqua Operations Inc., v. City of Kyle, filed in Hays County; Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the case of Save Our Springs Alliance, Inc. v. City of Kyle and Barton Springs-Edwards Aquifer Conservation District and Reconvene into Open Session to take any and all actions as deemed appropriate in the City Council's discretion regarding the status of Meet and Confer Negotiations with Kyle Police Association. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried.

Mayor Johnson stated that no action was taken during Executive Session.

ADJOURN

With no further business to discuss Mayor Pro Tem Hervol moves to adjourn. Council Member Selbera seconds the motion. All votes aye. Motion carried.

The City Council meeting adjourned at 9:25 P.M.

Lucy Johnson, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Meeting Date: 5/14/2013
Date time: 7:00 PM

Brad Pickett Recognition

Subject/Recommendation: The Kyle City Council will recognize Council Member Brad Pickett for his dedication and service to the City of Kyle ~ *Lucy Johnson, Mayor*

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

Outgoing Public Works and Service Committee member

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Recognition of outgoing Public Works and Service Committee member Kelly Hoag for the selfless work and dedication for the citizens of Kyle
~ *David Wilson, Council Member District 4*

Other Information:

Budget Information:

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Attachments / click to download



CITY OF KYLE, TEXAS

Recognition of Outgoing ED&T Committee members

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Recognition of outgoing Economic Development & Tourism Committee members Ross Wood and Vicki Rubsam for their leadership and dedication to the City of Kyle ~ *Diane Hervol, Mayor Pro Tem*

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

Rock the Porch

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Presentation regarding Rock the Porch: A Public Art Initiative from Plum Creek ~ *Kelsey Kemper, PR, Plum Creek*

Other Information:

Budget Information:

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- [Plum Creek Rock the Porch](#)
 - [Rock the Porch Artist Application](#)
-



ROCK THE PORCH: A PUBLIC ART INITIATIVE FROM PLUM CREEK

Similar to the Cow Parade of Chicago and Guitar Town up in Austin, Rock the Porch is a public art initiative from Plum Creek that will manifest in the creation of 15 artistic rocking chairs (or iterations of a rocking chair) by 15 local artists, groups and individuals. The creative art pieces will be placed in high traffic areas and community gathering spaces in Plum Creek and the city of Kyle by the end of summer 2013. Potential locations outside Plum Creek, depending on the permitting process, include City Hall, Kyle Library, Lake Kyle and Seton Medical Center Hays, among others.

Designed to engage both the city and the Plum Creek community, Rock the Porch was created to provoke thoughts of what it means to be a neighbor, to be neighborly, and to inspire conversations among people in the community. The goal is for these rocking chairs to be creative, unique pieces of art that will be thought-provoking and interesting, and tailored to the areas in which they are placed. Think something like a fur-covered rocking chair for the dog park, a hammock rocking chair, or one covered in plants and greenery.

Applications from Plum Creek, Kyle and Hays County artists, groups and individuals will be accepted until May 15, 2013. Rock the Porch will engage a variety of different people and perspectives to create an encompassing project that speaks to the whole of the area and what Plum Creek and the City of Kyle is all about.

Rock the Porch kicks off at the annual Front Porch Days this weekend, May 5th. Attendees can learn more about Rock the Porch, nominate artists or groups and vote on locations for the chairs. An example chair will be on display to inspire ideas and creativity, and kid's arts and crafts will be available at the booth for purchase with decorating supplies on site. Available crafts include child-sized rocking chairs (\$35), bird houses (\$5) and terra cotta pots (\$1). All proceeds from the crafts will be donated to Kyle charity Hope & Love 4 Kids.

Important Dates

May 5 | Plum Creek's Front Porch Days; Rock the Porch Kick Off
 May 15 | Artist Applications Deadline
 May 22 | Artists Selections Made, Artists Notified
 May 31 | Chair Kits Delivered to Artists
 July 26 | Chair Creation Deadline
 July 26 | Chairs placed in locations around Plum Creek and Kyle

Social Media + Links

Facebook | www.facebook.com/pages/Plum-Creek-a-mixed-use-master-planned-neighborhood-in-Kyle-Texas/233144746699611
 Twitter | www.twitter.com/plumcreektx
 Go20TX – Plum Creek blog | www.go20tx.wordpress.com
 Plum Creek website | www.plumcreektx.com

Contact Information

Caroline O'Neill – permitting and logistics | caroline@lookthinkmake.com
 Jordan Jeffus – logistics | jordan@lookthinkmake.com
 Kelsey Kemper – PR, communications, artist contact | kelsey@lookthinkmake.com
 Casey Miller – PR, communications | casey@lookthinkmake.com

PUBLIC ART INITIATIVE:**Artist Application**

“Rock the Porch” is a public art initiative in Kyle, Texas that will showcase the creative talent of the Plum Creek and Kyle-area community. This program will manifest in the creation of 15 artistic rocking chairs (or iterations of a rocking chair) that will be placed in pre-selected public places in the Plum Creek and the greater Kyle community. These places include the community’s dog park, the Plum Creek catch-and-release fishing pier, and the community center, among others.

We’re looking for local artists, groups and individuals with an innovative or creative streak to participate in the initiative, so the pieces will be unique (maybe even a little weird) and tailored to the areas in which they will be placed. Think something like a fur-covered chair for the dog park, or a rocking chair that looks more like a children’s playscape.

To be considered for the project, fill out the below application and provide a sample piece of artwork or creative talent. All materials should be emailed to: Kelsey@lookthinkmake.com.

THE DEADLINE FOR SUBMISSION IS MAY 10, 2013 AT 5 P.M.

The Rock the Porch team will review all applications and alert those chosen as Rock the Porch artists by May 18, 2013. We will provide you with a guidelines document as well as a rocking chair kit. We encourage as much creativity as you can spare on your chair project.

NAME

GROUP AFFILIATION (If Applicable)

LOCATION/NEIGHBORHOOD

PHONE #

EMAIL ADDRESS

Why are you interested in participating in “Rock the Porch?”

Would you prefer to have your rocking chair located in Plum Creek or in Kyle? Why?

Why do you think your idea for a rocking chair is a good fit for Plum Creek or Kyle?

Give us some examples of the type of rocking chair iterations you’d be interested in creating. (The more interesting, the better!)

What past creative ventures have you been involved in?



CITY OF KYLE, TEXAS

Kyle Citizen's Police Academy

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Recognition of the 3rd Graduating Class of the Kyle Citizen's Police Academy ~ *Jeff Barnett, Chief of Police*

- *Michele Christie*
- *Eric Gordon Sr.*
- *Zulema Ibarra*
- *James (Jim) Kasee*
- *Lora Kasee*
- *Janis Sills*
- *Jeffery Swietek*
- *David Wintermute*
- *Stanley Zygmunt*
- *Olga Hernandez*
- *Edgar Rodrigues*

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Leadership Academy

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Presentation of Kyle Leadership Academy Certifications ~ *Jerry Hendrix, Director of Community Development*

- *Kelly Hoag - Level 2*
- *Dallas Lee - Level 3*
- *Richard Rominger - Level 3*

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Police Week Proclamation

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Proclamation of the City of Kyle, Texas Proclaiming the week of May 12 - 18, 2013 as "Police Week" in the City of Kyle, Texas ~ *Lucy Johnson, Mayor*

Other Information:

Budget Information:

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[Police Week Proclamation](#)

CITY OF KYLE



City Council Proclamation

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week, in honor of all fallen officers and their families; and

Attachment number 1 \nPage 1

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Kyle Police Department; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1,797 from the State of Texas; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 321 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 120 officers killed in 2012; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Officers, and that the members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak from oppression; and

WHEREAS, the men and woman of the Kyle Police Department unceasingly provide a vital public service;

NOW, THEREFORE, BE IT RESOLVED that I, Lucy Johnson, Mayor of Kyle, call upon all citizens of Kyle and upon all the patriotic, civil and educational organizations to observe the week of May 12- 18, 2013, as

"Police Week"

with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established themselves an enviable and enduring reputation for preserving the rights and securities of all citizens.

I FURTHER call upon all citizens of Kyle to observe Wednesday, May 15, 2013, as

"Peace Officer Memorial Day"

in honor of those peace officer who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

SIGNED AND ENTERED THIS 14th DAY OF MAY, 2013

Lucy Johnson, Mayor

Becky Selbera, Council District 2

Diane Hervol, Mayor Pro Tem

Brad Pickett, Council District 3

David Wilson, Council District 4

Samantha LeMense, Council District 5

Ray Bryant, Council District 6



CITY OF KYLE, TEXAS

Memorial Day Proclamation

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Proclamation of the City of Kyle recognizing May 27, 2013 as "Memorial Day" in the City of Kyle, Texas ~ *David Wilson, Council Member District 4*

Other Information:

Budget Information:

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

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[Memorial Day Proclamation](#)

CITY OF KYLE



City Council Proclamation

WHEREAS, there are in excess of 1,000,000 Veterans of all wars in which the United States has participated who have lost their lives in defense of our Country; and

Attachment number 1 \nPage 1

WHEREAS, the citizens of Kyle understand that this annual event honors those brave men and women, sons, daughters, husbands, wives, friends, and neighbors, who have willingly answered the call to service, some even giving their lives in defense of our democratic principles; and

WHEREAS, Kyle/Buda Veterans of Foreign War's Post 12058 performs an annual Memorial Day Ceremony to honor not only all US Veterans but specifically the Kyle/Buda veterans who served their country, many of whom made the supreme sacrifice in defense of their country and who are no longer with us but who's sacrifice and honorable service remain emblazoned in our memory; and

WHEREAS, we are very proud that many veterans from each of the service branches call the City of Kyle "home" and that by doing so further enriches our civic pride and patriotism, and

WHEREAS, all residents of the City of Kyle are called upon to remember the service of our veterans and also their national spirit of unity, by commemorating the sacrifices of America's fallen from the Revolutionary War to the present and recognize those who served and who continue to serve our great nation reminding all Americans of our common heritage and duty.

NOW THEREFORE, BE IT RESOLVED that we, the Kyle City Council, do hereby proclaim May 27, 2013 as

"MEMORIAL DAY"

IN THE CITY OF KYLE AND HONOR THE SACRIFICES THROUGHOUT THE MONTH OF JUNE, IN APPRECIATION AND GRATITUDE FOR THE PATRIOTIC AND UNSELFISH SACRIFICES MADE BY VETERANS AND THEIR FAMILIES TO PRESERVE OUR WAY OF LIFE.

SIGNED AND ENTERED THIS 14th DAY OF MAY 2013

Lucy Johnson, Mayor

Becky Selbera, Council District 2

Diane Hervol, Mayor Pro Tem

Brad Pickett, Council District 3

David Wilson, Council District 4

Samantha LeMense, Council District 5

Ray Bryant, Council District 6



CITY OF KYLE, TEXAS

\$472,707.00 Budget Amendment for Engineering Dept

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project ~
Perwez A. Moheet, CPA, Director of Finance

Other Information: The source of funds for this budget amendment is from the Fund Balance of the City's Water and Wastewater Utility Fund 310. Please refer to the attached Fiscal Note for additional details.

The Standard Utility Agreement between the City of Kyle and the Hays County also being considered during today's (5/7/2013) City Council meeting, if approved by City Council and the Hays County Commissioners' Court, requires that the City of Kyle incur all costs associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington improvement project.

Per the agreement, after satisfactory completion of the project, the City would receive reimbursement from the County for relocation costs that may be eligible for County participation. The County will reimburse up to 90 percent of eligible costs and the remaining 10 percent of eligible costs after an audit to be completed by the County Auditor.

Under this agreement, the City will be required to incur all cash outlay for project specific expenditures including engineering, design, easement acquisition services, and construction estimated not to exceed \$472,707.00. The City Engineer anticipates receiving reimbursement from Hays County to recoup all cash outlay made by the City of Kyle for expenditures associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

The Standard Utility Agreement between the City of Kyle and the Hays County establishes the plans, specifications, terms and conditions, and the maximum amounts that the City will be reimbursed for this project.

Cover Memo

It is important to note that should the City of Kyle incur costs associated with this project that is considered ineligible for reimbursement by Hays County or should the City fail to fully comply with the terms and conditions of the agreement with Hays County, the City assumes complete risk of paying for all of the expenditures incurred to the extent not reimbursed by the County.

Under such circumstances, all project expenditures that is not reimbursed by Hays County will cause for an immediate water utility rate increase. As an alternative, the City Council could direct that all non reimbursed amounts be paid from the City's General Fund in which case, an adverse impact on the City's property tax rate will result.

At a special called meeting on December 20, 2012, the City Council approved a professional services agreement with Lockwood, Andrews, & Newman, Inc., for a not to exceed amount of \$300,000.00 to perform engineering services, including acquisition of easement rights, associated with the relocation of the City of Kyle utilities impacted by the IH-35 at Yarrington Road improvements project (TxDOT CSJ 00116-02-135).

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [📄 Ordinance for Budget Amendment](#)
 - [📄 Fiscal Note](#)
 - [📄 Agreement with Hays County](#)
-

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 WATER UTILITY CIP FUND 331 BY APPROPRIATING \$472,707.00 FROM THE FUND BALANCE OF THE CITY'S WATER AND WASTEWATER UTILITY FUND 310 TO PROVIDE FUNDING FOR THE PAYMENT OF EXPENDITURES TO BE INCURRED FOR THE RELOCATION OF THE EXISTING 12-INCH WATER LINE IMPACTED BY THE IH-35 AT YARRINGTON ROAD IMPROVEMENT PROJECT.

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 Water Utility CIP Fund 331 from the Fund Balance of the City's Water and Wastewater Utility Fund 310 to provide adequate funding for the payment of expenditures to be incurred for the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

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 May, 2013.

FINALLY PASSED AND APPROVED on this the ____ day of May, 2013.

THE CITY OF KYLE, TEXAS

Lucy Johnson, Mayor

ATTEST:

Amelia Sanchez, City Secretary



SHERRI TIBBE
Criminal District Attorney
Hays County Government Center
712 South Stagecoach Trail, Suite 2057
San Marcos, Texas 78666
(512)393-7600 FAX (512)393-7619

April 10, 2013

Steve Widacki
City of Kyle
100 W. Center St.
Kyle TX, 78640

Dear Mr. Widacki,

As we have discussed over the past month, I am writing to provide you with additional information about the prospective relocation of utilities associated with the Yarrington Road project. Per the attached draft Agreement, once the City of Kyle satisfactorily completes the utility relocation contemplated in this Agreement, Hays County will pay ninety percent (90%) of eligible costs associated with that relocation. The County will then review the invoice representing one hundred percent (100%) of the claimed costs and make a final payment of reasonable costs associated with the relocation.

Thank you for your patience and cooperation in this process. Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark D. Kennedy".

Mark D. Kennedy
Chief – Civil Division
Hays County Criminal District Attorney
Hays County, Texas
512-393-2208
512-393-2246 Fax

Approved by:

A handwritten signature in blue ink, appearing to read "Debbie Gonzales Ingalsbe".
Debbie Gonzales Ingalsbe
Hays County Commissioner Pct. 1

STANDARD UTILITY AGREEMENT

District: Austin (14)

County: Hays

Federal Project No.: PTF 2013()

CCSJ: 0016-02-135

Highway: IH 35

ROW CSJ: 0016-02-114

From: 1425 ft North of Yarrington Rd

Highway Project Letting Date: Jul-2013

To: 1340 ft South of Yarrington Rd

This Agreement by and between Hays County, a political subdivision of the State of Texas ("**County**"), and City of Kyle, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, that the State of Texas ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**") and Hays County ("**County**") have executed a Pass Through Financing Agreement between **TxDOT** and the **County** signed on 9/1/2011 stating that the **County** is financially responsible for a utility deemed to be reimbursable within the limits of the highway as indicated above;

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: rerouting approximately 1600 feet of 12" PVC waterline and such work is shown in more detail in **Utility's** plans, specifications and costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain land and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, and environmental requirements, and retention of records will be in accordance with Title 23, Code of Federal Regulations, Part 645, Subparts A & B and all other applicable federal and state laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

Form ROW-U-43B
Rev. 3/2004
Page 2 of 3

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of ~~\$N/A~~ as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by all parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the slated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including and event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Hays-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Hays-U-1A (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I");
10. Utility Joint Use Acknowledgment – ROW-U-JUA (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Form ROW-U-43B
Rev. 3/2004
Page 3 of 3

The **Utility**, by execution of this agreement, does not waive any rights to which **Utility** may legally have within the limits of the law.

It is also expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Kyle
Name of Utility

By: _____
Authorized Signature

Harper Wilder
Print or Type Name

Title: Director of Public Works

Date: _____

HAYS COUNTY, TEXAS	
Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County, Texas.	
By: _____	_____
<i>Authorized Signature</i>	<i>Print or Type Name</i>
Title: _____	_____
Date: _____	_____

TxDOT

Reviewed By: _____
Authorized Signature

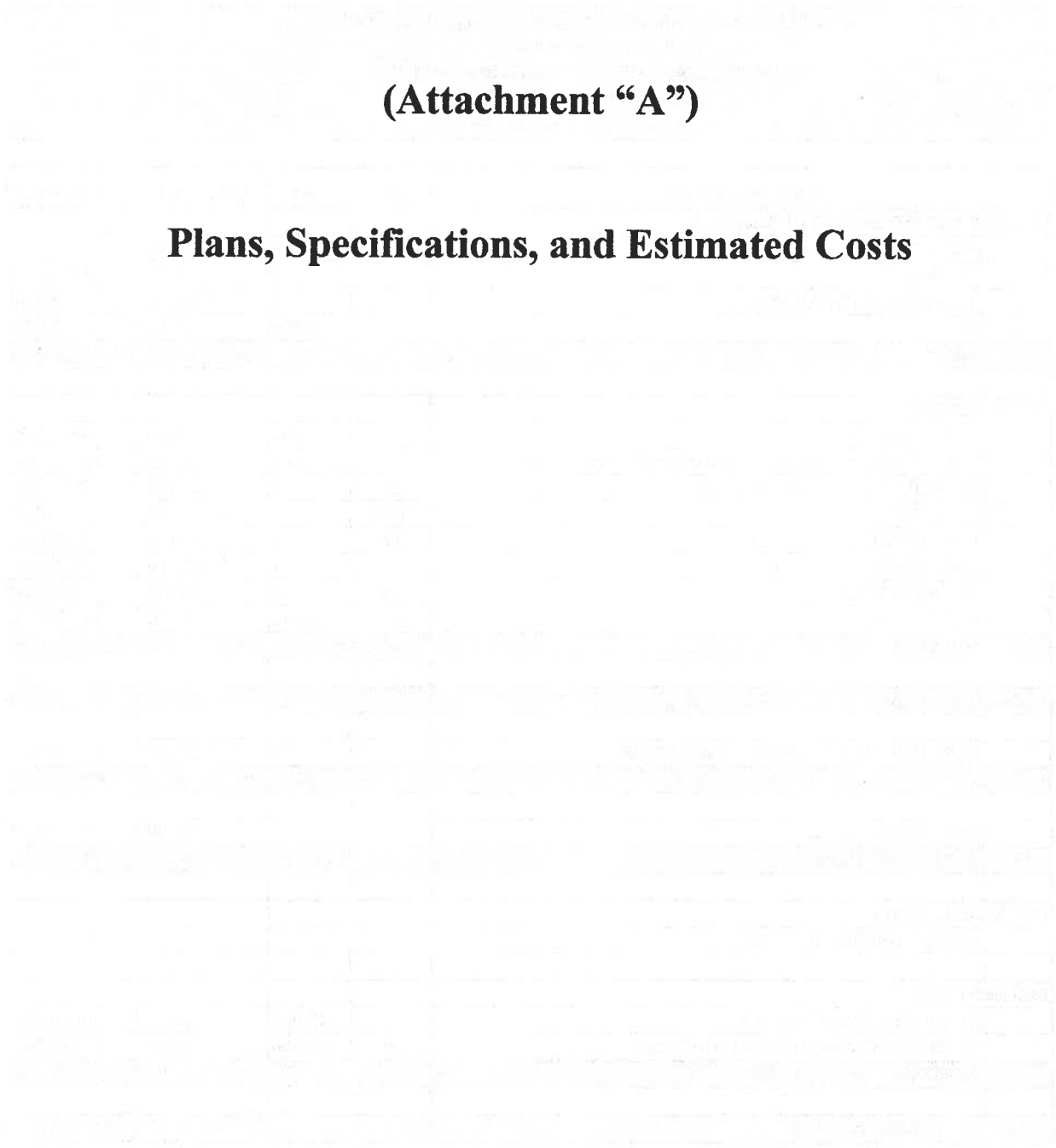
Print or Type Name

Title: _____

Date: _____

(Attachment "A")

Plans, Specifications, and Estimated Costs



PROJECT: IH 35 AT YARRINGTON RD WATERLINE RELOCATION					
CLIENT: CITY OF KYLE					
ENGINEER: LOCKWOOD, ANDREWS & NEWNAM, INC.					
12-INCH WATERLINE					
FEASIBILITY COST ESTIMATE					
2/22/2013					
ITEM DESCRIPTION		UNIT	QTY	UNIT PRICE	TOTAL PRICE
EROSION AND SEDIMENTATION CONTROL					
1	PREPARING RIGHT-OF-WAY	LS	1	\$2,500.00	\$2,500.00
2	CLEARING &	LS	1	\$3,000.00	\$3,000.00
3	STABILIZED CONSTRUCTION	EA	1	\$2,500.00	\$2,500.00
4	SILT FENCE	LF	1,600	\$3.00	\$4,800.00
SUBTOTAL					\$12,800.00
12" WATER LINE					
1	TRENCH SAFETY	LF	1,600	\$5.00	\$8,000.00
2	PIPE, 12" DIA, PVC DR-14, Including Backfill and Excavation	LF	1,600	\$95.00	\$152,000.00
3	12" GATE VALVE, DI AWWA C-515	EA	2	\$2,500.00	\$5,000.00
4	12" DI Fittings	TON	2.7	\$2,500.00	\$6,750.00
5	WET CONNECTION, 12" x 12"	EA	2	\$4,000.00	\$8,000.00
6	FIRE HYDRANT (Flushing)	EA	1	\$3,000.00	\$3,000.00
7	CIP PROJECT SIGN	EA	1	\$500.00	\$500.00
8	REVEGETATION	SY	3,556	\$5.00	\$17,780.00
SUBTOTAL					\$201,030.00
PROJECT SUBTOTAL					\$213,830.00
MOBILIZATION (10%) (PRIME CONTRACTOR)		LS	1	\$21,383.00	\$21,383.00
TOTAL COST					\$235,213.00
CONTINGENCY (20%)				\$47,043.00	\$47,043.00
TOTAL COST & CONTINGENCY					\$282,256.00
ENGINEERING COSTS					
20% OF CONSTRUCTION COST					\$56,451.00
EASEMENT COSTS					
20' WIDE EASEMENT ON IH 35		SF	15,000	\$4.00	\$60,000.00
20' WIDE EASEMENT ON YARRINGTON RD		SF	18,500	\$4.00	\$74,000.00
SUBTOTAL					\$134,000.00
TOTAL COST FOR RELOCATION					\$472,707.00

(Attachment “B”)
Utility’s Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and

The utility proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

(Attachment “C”)

**Utility’s Schedule of Work and
Estimated Date of Completion**

Start Date: 8/15/2013

Estimated Duration: 60 days

Completion Date: 10/15/2013

(Attachment "D")

Statement Covering Contract Work

ROW – U – 48



Form ROW-U-48
Rev. 12/2004
Replaces Form D-15-48
GSD-EPC
Page 1 of 1

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-No.

District: Austin (14)

County: Hays

Federal Project No.: PTF 2013()

ROW CSJ No.: 0016-02-114

Highway No.: IH 35

I, Harper Wilder, a duly authorized and qualified representative of City of Kyle, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Signature

Date

Title

(Attachment “E”)

**Utility Joint Use Acknowledgment
ROW - U – JUA or TxDOT Permit**



UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

Form ROW-U-JUAA
(Rev. 06/12)
Page 1 of 2

U-Number: _____

ROW CSJ: 0016-02-114	County: <u>Hays</u>
District: <u>Austin (14)</u>	Highway: <u>IH 35</u>
Federal Project No.: <u>PTF 2013()</u>	From: <u>1425 ft North of Yarrington Rd</u>
Projected Highway Letting Date: <u>07/09/13</u>	To: <u>1340 ft South of Yarrington Rd</u>

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of Kyle, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial	Date	Initial	Date
TxDOT		Utility	

JUAA
Item # 10

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Utility: City of Kyle
Name of Utility

By: _____
Authorized Signature

Harper Wilder
Print or Type Name

Title: Director of Public Works

Date: _____

EXECUTION RECOMMENDED:

District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Right of Way Division

Date: _____

Initial Date
TxDOT

Initial Date
Utility

(Attachment “F”)

Eligibility Ratio

On state and Local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “H” for proof of property interest. Eligibility is established at 100%.

Example:

Existing pipe in private easement	1600 ft
Existing pipe in proposed ROW	0 ft
Eligible for reimbursement	100%

(Attachment "G")

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

(Attachment “H”)

**Proof of Property Interest
ROW-U-1A, ROW-U-1B, or ROW-U-1C**

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible costs.

ATTACHMENT "I"

(to be used only for Inclusion in Highway Construction Contract)

In the best interest of both the **State** and the **Utility**, the **Utility** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway IH 35 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: City of Kyle
Name of Utility

By: _____
Authorized Signature

Harper Wilder
Print or Type Name

Title: Director of Public Works

Date: _____

SIGNATURE AUTHORITY

U-No.

District: Austin
Federal Project No.: PTF 2013()
ROW CSJ No.: 0016-02-114

County: Hays
Highway No.: IH 35
Contract No.: 0016-02-135

WHEREAS, City of Kyle, hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the State of Texas, whereby the Texas Department of Transportation will cause the relocation of various facilities operated by City of Kyle Public Works, which are in conflict with the Texas Department of Transportation's proposed improvements on IH 35 from 1425 ft North of Yarrington Rd to 1340 ft South of Yarrington Rd.

NOW THEREFORE, be it resolved by the above named **Owner** that Harper Wilder, Director of Public Works or his successor, is hereby authorized and directed to sign the utility agreement or any other necessary documents required to complete the utility relocation on behalf of the above named **Owner**.

Passed, approved, and adopted this _____ day of _____, 20_____.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

ATTEST:

Owner: _____
Utility Name

By: _____
Authorized Signature

Title: _____

Date: _____

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

_____.

Notary Public's Signature



Form ROW-U-AdjCheck
Rev. 3/2004
GSD-EPC
Page 1 of 4

UTILITY ADJUSTMENT CHECKLIST

(to be included with submittal)

District: Austin (14) U-No.: Date Review Started (in District): (in Division):

Utility Name: City of Kyle

County: Hays (Check one:) Actual Cost Lump Sum

ROW CSJ No.: 0016-02-114 Construction CSJ No.: 0016-02-135

Federal-Aid ROW Project No. (if Federal-aid in ROW): PTF 2013()

Contract No. (if applicable):

LPA(s) (if applicable; if multiple LPAs, give % allocation to each, totaling 100%): N/A

Highway No. & Limits (include station numbers): IH 35, N of Yarrington Rd (Sta 1271+71.86) to S of Yarrington Rd (Sta 1299+36.58)

Description of Work: Replace Bridge and Approaches

Estimated Total Adjustment Costs:	\$ 472,707.00	
Estimated Betterment (in dollars and calculated %):	\$ 0.00	0%
Estimated Accrued Depreciation:	\$	
Estimated Salvage (in dollars):	\$	
Recommended Eligibility Ratio (calculated and supported %):	\$ 472,707.00	100.00%%
Estimated Amount of State Cost Participation (total of above):	\$ 472,707.00	
Allocate to FY(s) in which these costs are anticipated:	FY 2013	Amount \$
	FY 2014	Amount \$472,707.00
	FY 2015	Amount \$
	FY 2016	Amount \$

Highway Construction Project Letting Date: July, 2013

ROW Project Release Date OR Early Release for Utilities Date: May 31, 2013

Alternate Procedure Approval Date (if applicable):

Date of Eligibility (if applicable):

Start Date of Adjustment Field Work: August 15, 2013

Duration of Adjustment Field Work (number of days): 60

Submission Type: SUP FUP LUP 100% State PASS

Other: (specify)

Noteworthy Issues/Items:

1. Approved & current ROW Map on file with ROW Division?
Yes No N/A
2. Is utility adjustment within ROW Project limits or DIRECTLY related to work required within ROW Project limits?
Yes No N/A
3. Where necessary for a complete understanding, are there explanations, clarifications included in the transmittal? Yes No N/A
4. Correct number of copies for agreement (4) and billing (2) submitted?
Yes No N/A
5. Alternate Procedure approval obtained where there is Federal-Aid in ROW/Utilities?
Yes No N/A
6. Local funding secured from LPA where necessary?
Yes No N/A
7. Utility consultant engineering contract reviewed and approved by District (if applicable)?
Yes No N/A
8. All forms submitted are completed and correct for the situation/circumstance?
(all entry fields populated, force account or contracted work [open advertise low bid, pre-qualified low bid, existing continuing contract, box D with explanation])
Yes No N/A
9. Signatory authority vested in utility representative signing forms if other than officer level?
Yes No N/A
10. Corporate succession documented for property interest "chain of ownership"?
Yes No N/A
11. Plans folded so as to fit into 8.5" x 11" file?
Yes No N/A
12. Proof of property or compensable interest ownership by utility established where applicable?
Yes No N/A
13. Is the estimate/bill properly and adequately itemized and detailed?
Yes No N/A
14. Replacement utility ROW charges justified and supported?
Yes No N/A
15. Information on plans sufficient and adequate to:
 - a. determine necessity and justification of proposed work?
Yes No N/A
 - b. demonstrate Utility Accommodation Policy compliance?
Yes No N/A
 - c. indicate highway stationing and affected parcels, offsets from centerline, edge of pavement or ROW lines?
Yes No N/A
 - d. provide any other necessary or essential information such as pressure, flow, offset, type, condition, wall thickness, specifications etc.?
Yes No N/A
16. Project or vicinity plat provided where needed to understand aspects pertinent to proposed work?
Yes No N/A
17. Backfill requirements met?
Yes No N/A
18. Schedule of work provided by/required of utility company if large, complex adjustment?
Yes No N/A
19. Estimate compared and reconciled to plans and statement of work in agreement?
Yes No N/A

20. Eligibility ratio calculated and recommended?
Yes No N/A
21. Betterment credit applicable?
Yes No N/A
If yes, is credit calculated and applied properly?
Yes No N/A
22. Accrued Depreciation credit applicable?
Yes No N/A
If yes, is credit calculated and applied properly?
Yes No N/A
23. Salvage credit applicable?
Yes No N/A
If yes, is credit applied properly?
Yes No N/A
24. Adequate unencumbered ROW project funds available?
Yes No N/A
25. Overheads and loadings checked for reasonableness?
Yes No N/A
26. Estimate extensions checked?
Yes No N/A
27. Bill extensions checked?
Yes No N/A
28. Correct & recorded Quitclaim submitted if required?
Yes No N/A
29. Beginning and ending dates of work included with final billing?
Yes No N/A
30. Costs incurred after:
- ROW project release date?
Yes No N/A
 - Alternate Procedure approval date?
Yes No N/A
 - Date of eligibility?
Yes No N/A
 - Date of Agreement Assembly approval?
Yes No N/A
 - County Judge/County Commissioners Work Order date?
Yes No N/A
31. Bill compared and reconciled to approved agreement, estimate and plans?
Yes No N/A
32. Conditions applied to agreement assembly at time of approval have been addressed by time of final billing?
Yes No N/A
33. Inspectors diary used to verify charges on bill?
Yes No N/A
34. Utility contractor's continuing contract with rate schedule used to verify charges on bill?
Yes No N/A
35. Correct payee number and mail code used on Form 132?
Yes No N/A
36. Amount of Form 132 agrees with utility invoice and supporting data?
Yes No N/A

37. Name on Form 132 agrees with name on approved agreement assembly?
Yes No N/A
38. "Final" or "Partial" wording appears on Form 132?
Yes No N/A
39. Location of records for auditing and mailing purposes shown?
Yes No N/A
40. Database entries made (ROW Division only)?
Yes No N/A
41. Significant/major changes to approved scope of work explained and justified by time of final billing?
Yes No N/A
42. DETAILED & ITEMIZED estimate and matching plans provided if using Lump Sum method?
Yes No N/A
43. ROW map noted/annotated (ROW Division only)?
Yes No N/A

Comments:

ATTESTED TO BY:

Lorena Echeverria de Misi, P.E., Director of TP&D

Date

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 7, 2013
CONTACT CITY DEPARTMENT: Financial Services
CONTACT CITY STAFF: Perwez A. Moheet, CPA
Director of Finance

SUBJECT: Approve an Ordinance to amend the City's Approved Budget for Fiscal Year 2012-13 by increasing appropriations in the Water Utility CIP Fund 331 by \$472,707.00 and increasing the amount of transfer from the Water and Wastewater Utility Operating Fund 310 by the same amount in order to provide funding for engineering services, easement acquisition, and construction costs associated with the relocation of an existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

Item # 10

CURRENT YEAR FISCAL IMPACT:

The Standard Utility Agreement between the City of Kyle and the Hays County also being considered during the May 7, 2013 City Council meeting, if approved by City Council and the Hays County Commissioners' Court, requires that the City of Kyle incur all costs associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington improvement project.

Per the agreement, after satisfactory completion of the project, the City would receive reimbursement from the County for relocation costs that may be eligible for County participation. The County will reimburse up to 90 percent of eligible costs and the remaining 10 percent of eligible costs after an audit to be completed by the County Auditor.

Under this agreement, the City will be required to incur all cash outlay for project specific expenditures including engineering, design, easement acquisition services, and construction estimated not to exceed \$472,707.00. The City Engineer anticipates receiving reimbursement from Hays County to recoup all cash outlay made by the City of Kyle for expenditures associated with the relocation of the existing 12-inch water line impacted by the IH-35 at Yarrington Road improvement project.

- | | |
|---------------------------|-------------------------------------------------------------------------------|
| 1. City Department: | Engineering |
| 2. Project Name: | Water Utility Relocation for the IH-35 at Yarrington Road Improvement Project |
| 3. Funding Source: | Water & Wastewater Utility Fund |
| 4. Fund Balance: | \$ 2,600,196.00 As of 3/31/2013 (Unaudited) |
| 5. Amount of This Action: | <u>\$ (472,707.00)</u> |
| 6. Remaining Balance: | <u>\$ 2,127,489.00</u> |

7. Budget/Accounting Code(s):	310-820-58117	Transfer-Out to CIP
	331-462-42621	Revenue Water CIP Fund
	331-841-57313	Eng Svcs Water CIP Fund
	331-841-57211	Construction Water CIP Fund

FUNDING SOURCE OF THIS ACTION:


The source of funds for this budget amendment is from the Fund Balance of the City's Water and Wastewater Utility Fund 310.

It is important to note that should the interlocal agreement with Hays County, which is planned for City Council's authorization in the future, fails to provide for the City to be reimbursed 100 percent for all funds advanced for this project or should the City fail to fully comply with the terms and conditions of the interlocal agreement with Hays County, the City will be responsible for paying for all of the expenditures incurred to the extent not reimbursed by the County.

Under such circumstances, all project expenditures that is not reimbursed by Hays County will cause for an immediate water utility rate increase. As an alternative, the City Council could direct that all non reimbursed amounts be paid from the City's General Fund in which case, an adverse impact on the City's property tax rate will result.

ADDITIONAL INFORMATION/COUNCIL ACTION:

On December 20, 2012, in a special meeting the City Council approved a professional services agreement with Lockwood, Andrews, & Newman, Inc., for a not to exceed amount of \$300,000.00 to perform engineering services, including acquisition of easement rights, associated with the relocation of the City of Kyle utilities impacted by the IH-35 at Yarrington Road improvements project (TxDOT CSJ 00116-02-135).

 4/24/2013

 Pervez A. Moheet, CPA - Date
 Director of Finance

Item # 10



CITY OF KYLE, TEXAS

Meeting Date: 5/14/2013
Date time: 7:00 PM

Fireworks PO

Subject/Recommendation: Authorize award and execution of a Purchase Order to PYRO ENGINEERING, INC of Bethpage, New York, in an amount not to exceed \$15,000.00 to provide materials and labor for the July 4th Independence Day Celebration fireworks show ~ *Kerry Urbanowicz, Director of Parks and Recreation*

Other Information: In November 2010, the Kyle PARD sent out a Request for Proposals (RFP) to provide the City's fireworks for the next three years. Five proposals were submitted and during the January, 2011 Kyle Parks Committee meeting, all submitted proposals were reviewed. Based on the number of shells and costs, the Committee recommended Pyro Engineering, Inc from New York. Pyro Engineering provided the city's fireworks show in 2011 and 2012 and, as per the submitted proposal, both parties agreed to return for the 2013 show.

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Fireworks Invoice](#)

[Fiscal Note](#)

Pyro Engineering, Inc.
 999 South Oyster Bay Road; Suite 111
 Bethpage, NY 11714
 (516) 597-5500 - phone---516-597-5507 fax

Invoice No. **I1541**

INVOICE

Customer		Misc
Name	City of Kyle, TX	Date 2013-04-16
Address	Parks and Recreation PO Box 40 100 W. Center St	
City	Kyle State TX ZIP 78640	Job. No. 13-1408
Attn:	Mr. Kerry Urbanowicz	FOB

Qty	Description	Unit Price	TOTAL
1	Fireworks Display on July 4, 2013	\$15000.0	\$15000.00
	50% Balace Due 15 Days Prior to This Display	\$	\$
	50% Balace Due 15 Days Prior to This Display	\$	\$
<p>PLEASE MAKE ALL CHECKS PAYABLE TO PYRO ENGINEERING, INC.</p> <p>Federal Tax ID No.: 75-3044987</p>			

Payment		Tax Rate(s)	
Comments		TOTAL DUE	\$15000.00
		Office Use Only	

SubTotal \$15000.00

Per the contract, 50% due upon receipt of this invoice

Final Payment Must be Received Fifteen Business Days Prior to Show Date

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 14, 2013
CONTACT CITY DEPARTMENT: Parks and Recreation
CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT: Authorize award and execution of a Purchase Order to PYRO ENGINEERING, INC., of Bethpage, New York, in an amount not to exceed \$15,000.00 to provide materials and labor for the July 4th Independence Day Celebration fireworks show.

CURRENT YEAR FISCAL IMPACT:

A total of \$15,000.00 will be expended under this Purchase Order authorization for the City's 4th of July fireworks display as follows:


- | | |
|-------------------------------|-------------------------------|
| 1. City Department: | Parks and Recreation |
| 2. Project Name: | 4th of July Fireworks Display |
| 3. Budget/Accounting Code(s): | 110-131-52143 |
| 4. Funding Source: | General Fund |
| 5. Current Appropriation: | \$ 15,000.00 |
| 6. Unencumbered Balance: | \$ 15,000.00 |
| 7. Amount of This Action: | <u>\$ (15,000.00)</u> |
| 8. Remaining Balance: | <u>\$ 0.00</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to PYRO ENGINEERING, INC., in the amount of \$15,000.00 will be provided from the FY 2012-13 Approved Budget of the Parks and Recreation Department (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 4/30/2013

Perwez A. Moheet, CPA - Date
Director of Finance

Item # 11



CITY OF KYLE, TEXAS

Meeting Date: 5/14/2013
Date time: 7:00 PM

Kyle Pool Chemicals

Subject/Recommendation: Authorize award and execution of a Purchase Order to HINES POOL and SPA of Austin, TX, in an amount not to exceed \$11,500 to supply chemicals for use at the Kyle Public Pool ~ *Kerry Urbanowicz, Director of Parks & Recreation*

Other Information: Please be advised that Hines Pool Supply is Arch Chemicals, Inc. sole source for Pulsar® Chlorinating Systems and related Pulsar chlorinating briquettes for the Austin, Texas and surrounding area

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Hines Pool](#)
- [Pulsar](#)
- [Fiscal Note](#)



April 25, 2013

Sarah Watson
City of Kyle Aquatics

RE: swimming pool chemical usage

Sarah,

In estimating chemical usage for 2013 certain realities need to be considered.

- Due to shallowness of pool, the water temperature is warmer than an average pool.
- Pool is heavily used. Summertime usage taxes the filtration and circulation systems.
- pool has a recurrent Black algae problem that requires high sanitizer levels and manual brushing.

There are several protocols we recommend to counter these realities. First, chlorine should be kept in the 4-6 ppm range which is more than double last years' 2 ppm level maintained in the pool. This will go a long way in combating the black algae issue. Manual brushing of the pool is important in controlling this algae. Twice per day brushing is optimal which may require additional guard staff.

Secondly, daily backwashing during periods of heavy usage will help maintain optimal circulation.

Thirdly, running the aeration pump at night will help lower water temperatures. This helps inhibit algae growth, and provides a cooler swimming experience for your patrons.

Last you should consider resurfacing the pool. Algae grows better in areas where the surface is rough. Eliminating this "roughness" will go a long way in controlling the algae. More vigorous brushing, more often, and higher chlorine levels will be necessary if pool is not resurfaced

As for your chemical budget, we reduced the cost of Pulsar tabs from 128.52 to 118.55---a 9% decrease. You will use more chlorine this year due to maintaining the levels higher than last year. My estimate for 2013 chemical costs is \$ 15K-18K.

Let me know if you have any questions

Andy Hines
Hines Pool and Spa, Inc.



**Arch Commercial Division
12 River Valley Ct.
Maumelle, Ar 72113
501-517-7665 Fax 501-803-4049**

July 25, 2012

***City of Kyle
700 Lehman Rd.
Kyle, TX 78640
Attn: Sarah Watson***

Re: Pulsar® Chlorinating Systems and related briquettes

Dear Sarah:

Please be advised that **Hines Pool Supply** is Arch Chemicals, Inc. sole source for Pulsar® Chlorinating Systems and related Pulsar chlorinating briquettes for the Austin, Texas and surrounding area.

If you have any further questions regarding this matter please feel free to give me a call.

Sincerely,

Terry T. Grisham
Territory Sales Manager
501-517-7665

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 14, 2013
CONTACT CITY DEPARTMENT: Parks and Recreation
CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT: Authorize award and execution of a Purchase Order to HINES POOL AND SPA of Austin, TX, in an amount not exceed \$11,500.00 to supply chemicals for use at the Kyle Public Pool.

CURRENT YEAR FISCAL IMPACT:

A total of \$11,500.00 will be expended under this Purchase Order authorization for various chemicals to be used at the Kyle Public Pool as follows:


1. City Department: Parks and Recreation
2. Project Name: Chemicals for Kyle Public Pool
3. Budget/Accounting Code(s): 110-132-52164
4. Funding Source: General Fund
5. Current Appropriation: \$ 13,500.00
6. Unencumbered Balance: \$ 11,893.68
7. Amount of This Action: \$ (11,500.00)
8. Remaining Balance: \$ 393.68

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to HINES POOL AND SPA in the amount of \$11,500.00 will be provided from the FY 2012-13 Approved Budget of the Parks and Recreation Department (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 4/30/2013

Pervez A. Moheet, CPA - Date
Director of Finance

Item # 12



CITY OF KYLE, TEXAS

Meeting Date: 5/14/2013
Date time: 7:00 PM

Mobile Solution Contract

Subject/Recommendation:

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT ENTERED IN BY FANGGLE/Q4 MOBILE AND THE CITY OF KYLE, TEXAS, TO ALLOW THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A MOBILE APP FOR THE KYLE PUBLIC LIBRARY; AS A PARTICIPANT IN THE MOBILE SOLUTIONS GRANT PROGRAM THROUGH THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION ~ *Joshua Moreno, Grants Administrator*

Other Information:

Budget Information:

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

Attachments / click to download

[Q4 Mobile Agreement](#)

Q 4 MOBILE

AGREEMENT

This Agreement is entered into by Q4 Mobile, a division of Quadrant 4 Systems Corporation, with a principal address of 2850 Golf Road, Suite 405 Rolling Meadows, IL 60008 ("Vendor"), and Kyle Public Library located at 550 Scott St Kyle TX 78640 ("Customer"), with a contract date of April 20, 2013 and effective date of April 25, 2013 (the "Effective Date").

For good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Service. During the term of this Agreement, Vendor will provide Customer with the service described on Exhibit A (the "Service") and the Customer may use the Service and make it available to its end users in accordance with the terms and conditions of this Agreement.
2. Customer's Responsibilities. Customer will prominently display messages and/or information on its web sites and any other suitable communications vehicles informing its end users that the Service will only be available to them if they elect to receive it.
3. Proprietary Rights. Except for the limited access right granted to Customer in this Agreement, all right, title and interest in and to the Service (including any and all modifications as a result of any implementation services rendered) are and will remain the exclusive property of Vendor.
4. Pricing and Payment. Customer agrees to pay the fees for the Service as specified in Exhibit A of this Agreement. All amounts payable hereunder are exclusive of any and all taxes, and Customer is responsible for payment of such taxes (excluding taxes based on Vendor net income). All prices are stated, and Customer will pay, in United States dollars. Payment received by Vendor after the due date will be subject to a late fee equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law. At the end of the initial one-year term of this Agreement and any subsequent one-year terms, Vendor may adjust the annual fee payable under this Agreement by providing Customer written notice of such adjustment at least sixty (60) days prior to the beginning of the new term.
5. Limited Warranties; Disclaimer of Warranties.
 - 5.1. Vendor warrants and represents to Customer that the Service will perform substantially in accordance with its description on Exhibit A. Vendor does not warrant that the Service will meet Customer's requirements, that the operation of the Service will be uninterrupted or error-free, or that all errors or defects will be corrected. For any breach of this warranty, Customer's sole and exclusive remedy, and Vendor's entire liability and obligation, will be to correct the Service, provided that if despite diligent efforts Vendor is unable to correct the problem within thirty (30) days, Customer's sole and exclusive remedy will be, at Customer's election, either to (a) allow Vendor an additional thirty (30) days to effect a correction, and to extend such period thereafter with Vendor's concurrence, or (as an alternative, or upon Vendor's failure to correct following any extension under clause (a)) to (b) terminate this Agreement, be relieved of any obligation to pay for such Service thereafter and receive a refund of a reasonable portion of fees paid for prior months in which the uncorrected problem materially limited Customer's use of the Service, calculated to reflect any decreased value caused by such limitation.
 - 5.2. EXCEPT AS PROVIDED IN SECTION 5.1, THE SERVICE IS MADE AVAILABLE BY VENDOR "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

Q 4 MOBILE

5.3 Limitation Of Liability. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR BE LIABLE TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Vendor's entire liability under this Agreement for any damages from any cause whatsoever, regardless of form or action, whether in contract, negligence or otherwise, will in no event exceed an amount equal to the price paid for the Service (excluding pass-through message costs) out of which the claim arose.

6. Confidential Information. Each party agrees to keep confidential and to use only for purposes of performing (or as otherwise permitted under) this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is marked as confidential or which would reasonably be considered of a confidential nature. The obligation of confidentiality will not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed. Upon any termination of this Agreement, each party will return to the other party all confidential information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this Agreement.

7. Term and Termination.

7.1. Term and Termination. The term of this agreement ("Term") shall begin on the Effective Date and continue for a period of 12 months starting on April 25, 2013. This Agreement will continue in effect from the Effective Date for a one (1) year period, and will renew automatically for successive one (1) year periods unless either party gives the other party at least thirty (30) days prior written notice of its intent not to renew the Agreement. In addition, either party may terminate this Agreement by giving to the other party written notice of such termination upon the other party's material breach of any material term (subject to the other party's right to cure within thirty (30) days after receipt of such notice), the other party's insolvency, or the institution of any bankruptcy or similar proceedings by or against the other party.

7.2. Effect of Termination. Upon the expiration or any termination of this Agreement, Vendor will immediately cease providing the Service and Customer and its end users will no longer have access to the Service. Within fifteen (15) days of any termination of this Agreement, Customer will pay to Vendor all unpaid fees accrued prior to termination. Sections 2, 4 (as to amounts accrued but unpaid), 0, 6, 7.2 and 8 and Exhibit A (as to amounts accrued but unpaid) will survive any expiration or termination of this Agreement.

8. Accessibility Requirements

8.1 Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources (DIR), funding provided by Texas State Library and Archives Commission (TSLAC) must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such services are developed in response to a procurement solicitation. Accordingly, Vendor must provide electronic and information resources and associated Product documentation and technical support that comply with Accessibility Standards.

8.2 Evaluation, Testing and Monitoring

Q 4 MOBILE

- i. TSLAC or Customer may review, test, evaluate and monitor Vendor Products and associated documentation and technical support for compliance with the Accessibility Standards. Reviewing, testing, evaluation and monitoring may be conducted before and after the award of this Contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest Vendor's assertion of compliance with the Accessibility standards.

- ii. Vendor agrees to cooperate fully and provide Customer and its representatives timely access to Products, records and other items and information needed to conduct such review, evaluation, testing and monitoring.

9. Miscellaneous. This Agreement, which includes and incorporates Exhibit A, constitutes the entire agreement of the parties, and supersedes any prior or contemporaneous agreements between the parties, with respect to its subject matter. This Agreement may be modified only by a writing signed by an authorized representative of each party. This Agreement will be governed by and construed in accordance with the laws of the state of California, exclusive of its conflict of laws principles. Notices under this Agreement will be in writing, addressed to the party at its last-provided address, and will be deemed given when delivered personally, or by e-mail (with confirmation of receipt) or conventional mail (registered or certified, postage prepaid with return receipt requested). Nothing contained in this Agreement is intended or is to be construed to constitute Vendor and Customer as partners or joint venturers or either party as an agent of the other. If any provision of this Agreement is declared invalid, illegal or unenforceable, all remaining provisions will continue in full force and effect. All waivers of any rights or breach hereunder must be in writing to be effective, and no failure to enforce any right or provision will be deemed to be a waiver of the same or other right or provision on that or any other occasion. Neither party may assign or otherwise transfer its rights and/or obligations under this Agreement without the prior written consent of the other party, and any attempted assignment in violation of the foregoing will be void and of no effect. Notwithstanding the foregoing, no consent will be required for an assignment of this Agreement made pursuant to a merger, consolidation, or the acquisition of all or substantially all of the business and assets of a party. This Agreement will bind and inure to the benefit of the parties and their successors and permitted assigns.

Q 4 MOBILE

Each party agrees to the terms and conditions contained in this Agreement.

Q4 Mobile - IL

Kyle Public Library - TX

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (Print or Type)

Name (Print or Type)

Title

Title

Date

Date

Q 4 MOBILE

Exhibit A**Services to be provided by Q4 Mobile to Kyle Public Library:****Pricing****Core Modules****Libserra Mobile Application -**

- Free Annual License Fee (includes wireless carrier connectivity and management)
- Library Locator
- Ask-A-Librarian
- Blog Integration
- QR Code Reader
- Twitter Integration
- Virtual Library Card (use your phone as the library card)
- Account Management
- Dedicated Contact
- Reporting

Mobile App Options – Please check option(s) desired:

- ILS integration for Account Info and Catalog functions - \$1200 per year
- Library Calendar Integration - \$120 per year
- Any SMS messages provided by Q4 Mobile and used by Kyle Public Library in this version of mobile application will be billed at - \$0.05/msg

** \$1200 per year includes technical support and/or 12 month warranty for Fanggle mobile app services only. Support is limited to services provided by Fanggle solution and no third party providers.

**** Migration from library's existing ILS to another ILS will be provided at no additional cost if the migration is to an ILS that Fanggle already supports. Those ILS vendors include:

- Innovative
- Sirsi Dynix
- Evergreen
- Biblionix

Other than these ILS systems, the Library shall be charged a one- time fee of \$3000 for ILS migration of mobile application

Q 4 MOBILE

Library TV - No Charge

- Application Co-branded between client and Fanggle
- Account Management
- Dedicated Contact
- Reporting

** Any future features and/or capabilities that will be added to any Q4 Mobile/Fanggle solution by Customer shall be considered outside the scope of the original project and priced accordingly. Any changes/modifications and additional costs to the application shall be mutually agreed upon by both parties

Execution

Q4 Mobile will work with Library staff to launch free solution but custom extensions and integration will be priced separately.

Reporting

Reporting metrics are available in a detailed breakdown and accessible in near real-time, which may include – volume of messages sent, historical message database, members in system and any additional data-points.

Milestones

The milestones and projected time for completion and costs are illustrated below.

#	Description	Estimated Completion Time per version
Project		
1	Requirements Phase	2week
2	Implementation and Deployment	12 weeks
3	Testing and Rollout	2 weeks
Total		16 weeks

- **Dates and processes listed above may change based on information exchange and scheduling of all parties involved including wireless carriers, ILS vendors, and messaging aggregators**



CITY OF KYLE, TEXAS

Ratification of Purchase Order for KPD's Vehicle Signage

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Ratify award and execution of a Purchase Order issued to SIGN CRAFTERS, INC., of San Marcos, Texas, in an amount not to exceed \$4,950.00 to remove old reflective vinyl signage and install new signage on ten marked police vehicles ~ *Jeff Barnett, Chief of Police*

Other Information:

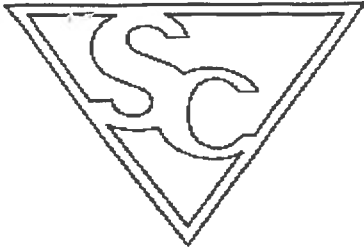
Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Price Quotation Per Unit](#)

[Fiscal Note](#)



Sign Crafters, Inc. TSCL #18033

2401 IH 35 South
 San Marcos, TX 78666
 Ph: (512) 392-0900
 FAX: (512) 392-3363
 Email: info@signcrafters.net

Invoice #: 47364

Order Created: 4/3/2013 9:47:18AM

Order Date: 4/3/2013 9:47:18AM

Billed To: City of Kyle Police Dept.
Contact: Jason Dibble
Address: PO Box 40
 Kyle, TX 78640

Email: jdibble@cityofkyle.com
Office Phone: (512) 268-3232
Office Fax: (512) -

Created Date: 4/3/2013 9:47:18AM
Salesperson: Scott Vaughan
Email: scott@signcrafters.net
Business 2: (512) 392-0900
Business Fax 2: (512) 392-3363

Item # 14

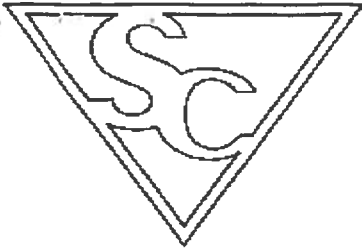
Description: 3M Vinyl graphics for (1) Crown Vic patrol vehicle to match existing graphics

		Quantity	Price	Discount	Unit Price	Subtotal
1	Product: Vinyl letters reflective with print Description: Vinyl letters reflective with printed graphics for both sides of vehicle Quantity: 2 Side(s): Single Sided Product Code: Vinyl letters reflective with printed graphics Height: 7 in Width: 72.1 in Background Color: White reflective 3M Foreground Color: Black gradation print Text: POLICE	2.00			\$70.00	\$140.00
2	Product: Vinyl lettering premium Description: (2) Sets of black vinyl letters for both sides of vehicle Quantity: 2 Side(s): Single Sided Product Code: Vinyl lettering premium. Height: 2.5 in Width: 68.5 in Foreground Color: Black (non-reflective) Text: SERVICE WITH INTEGRITY	2.00			\$20.00	\$40.00
3	Product: Vinyl lettering premium Description: (2) Sets of black vinyl letters for both sides of vehicle Quantity: 2 Side(s): Single Sided Product Code: Vinyl lettering premium. Height: 2.5 in Width: 13.5 in Foreground Color: Black non-reflective Text: KYLE	2.00			\$8.00	\$16.00
4	Product: Vinyl letters reflective with print Description: (2) Reflective vinyl shields with printed graphics Quantity: 2 Side(s): Single Sided Product Code: Vinyl letters reflective with printed graphics Height: 10 in Width: 7 in Background Color: White 3M reflective Foreground Color: Black Text: Shield	2.00			\$20.00	\$40.00

APR 29 10:52 AM

City of Kyle, Texas
 Approved For Payment

 Signature 110-151-54148 Date



Sign Crafters, Inc. TSCL #18033

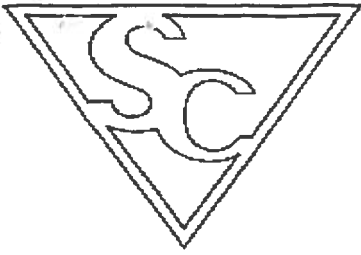
2401 IH 35 South
 San Marcos, TX 78666
 Ph: (512) 392-0900
 FAX: (512) 392-3363
 Email: info@signcrafters.net

Invoice #: 47364

Order Created: 4/3/2013 9:47:18AM

5	Product: Vinyl letters reflective with print Description: (2) Sets of reflective vinyl lettering. Quantity: 2 Side(s): Single Sided Product Code: Vinyl letters reflective with printed graphics Height: 3.5 in Width: 16.5 in Background Color: White 3M reflective Text: 911 Emergency	2.00		\$17.50	\$35.00
6	Product: Vinyl letters reflective with print Description: (3) Sets of reflective unit #'s Quantity: 3 Side(s): Single Sided Product Code: Vinyl letters reflective with printed graphics Height: 2.5 in Width: 0 in Text: Unit #	3.00		\$8.00	\$24.00
7	Product: Removal of vinyl Description: Removal of existing vehicle vinyl. Half price for previous warranty work. Quantity: 1 Side(s): Single Sided Product Code: Removal of vinyl. Height: 0 in Width: 0 in	1.00	\$90.00	\$45.00	\$45.00 \$45.00
8	Product: Installing vinyl Description: Installation of vinyl graphics on patrol car. Quantity: 1 Side(s): Single Sided Product Code: Installing vinyl. Height: 0 in Width: 0 in	1.00		\$140.00	\$140.00
9	Product: Vinyl letters reflective with print Description: (1) Set of reflective vinyl lettering for rear trunk lid. Quantity: 1 Side(s): Single Sided Product Code: Vinyl letters reflective with printed graphics Height: 3.5 in Width: 30 in Background Color: White 3M reflective Text: POLICE	1.00		\$15.00	\$15.00

Item # 14



Sign Crafters, Inc. TSCL #18033

2401 IH 35 South
San Marcos, TX 78666
Ph: (512) 392-0900
FAX: (512) 392-3363
Email: info@signcrafters.net

Invoice #: 47364

Order Created: 4/3/2013 9:47:18AM

Item # 14

Notes

One year limited warranty on all printed vinyl graphics and 3 year limited warranty on 3M vinyl.
All installation pricing is calculated on typical install conditions during normal working hours in Sign Crafter's facility.
If Sign Crafters is unable to install under typical conditions and additional equipment is needed there may be an additional charge.
Completion time of project is determined by sign type, and current work load. Delivery dates are estimated only.
All work is to commence after receipt of executed acceptance of order, downpayment and design approval by all parties.
All Payments are due at our offices within 30 days of order completion or additional interest of 1.5% per month will be assessed.

Sign Crafters, Inc.
2401 I-35 S. San Marcos, TX 78666
(512) 392-0900
License #: TSCL 18033
"Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157 Austin, TX 78711
Telephone (512) 463-6599 Toll Free (in Texas): 800-803-9202
Online-<http://www.license.state.tx.us/Complaints>"

Order Subtotal:	\$540.00
Discount:	\$45.00
Total Taxes:	\$0.00
Total:	\$495.00
Order Balance:	\$495.00

Payment Terms: All Payments are due at our offices within 30 days of order completion or additional interest of 1.5% per month will be assessed.

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: May 14, 2013
CONTACT CITY DEPARTMENT: Police Department
CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT: Ratify award and execution of a Purchase Order issued to SIGN CRAFTERS, INC., of San Marcos, Texas, in an amount not to exceed \$4,950.00 to remove old reflective vinyl signage and install new signage on ten marked police vehicles.

Item # 14

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to SIGN CRAFTERS, INC., will require expenditure of funds from the Police Department's approved FY 2012-13 operating budget as follows:


- | | |
|-------------------------------|---------------------------------------|
| 1. City Department: | Police Department |
| 2. Project Name: | Replacement of Vehicle Signage |
| 3. Budget/Accounting Code(s): | 110-151-54131 (Motor Vehicle Repairs) |
| 4. Funding Source: | General Fund |
| 5. Current Appropriation: | \$ 68,500.00 |
| 6. Unencumbered Balance: | \$ 50,835.38 |
| 7. Amount of This Action: | <u>\$(4,950.00)</u> |
| 8. Remaining Balance: | <u>\$ 45,885.38</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order for the removal of old reflective vinyl signage and installation of new signage on ten marked police vehicles will be provided from the Police Department's approved FY 2012-13 operating budget.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 5/1/2013

Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Canvassing the General Election

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 11, 2013, GENERAL ELECTION OF THE CITY OF KYLE, TEXAS ~ *Frank Garza, City Attorney*

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Canvassing the Special Election

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION BY THE CITY COUNCIL OF CITY OF KYLE, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION HELD MAY 11, 2013, AND CONTAINING PROVISIONS NECESSARY AND INCIDENTAL THERETO ~ *Frank Garza, City Attorney*

Other Information:

Budget Information:

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

Attachments / click to download

[Canvass Resolution Approve](#)

[Canvass Resolution Reject](#)

RESOLUTION NO. _____**A RESOLUTION BY THE CITY COUNCIL OF CITY OF KYLE, TEXAS
CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A
BOND ELECTION HELD MAY 11, 2013, AND CONTAINING PROVISIONS
NECESSARY AND INCIDENTAL THERETO**

WHEREAS, at an election held on the 11th day of May, 2013 in City of Kyle, Texas, there was submitted the following proposition:

PROPOSITION

“SHALL the City Council of the City of Kyle, Texas, be authorized to issue bonds of said City in an amount not to exceed \$36,000,000 for the purpose of providing funds to plan, design, construct, extend, expand, repair, and improve the following City Streets: Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue, including related sidewalk, utility, drainage, bridge, interchange, intersection, grade separation, lighting, and signalization improvements, and land acquisition therefor; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) not exceeding the maximum rate prescribed by law as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council be authorized to levy ad valorem taxes upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

WHEREAS, the votes cast at said election have been counted and recorded on the official election returns, and said returns have been certified and filed with this City Council of City of Kyle, Texas by the appropriate election officials; and

WHEREAS, said returns show that the Proposition received the following votes:

_____ For _____ Against

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America;

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

Section 1. The matters and facts recited in the preamble of this Resolution are found to be true and correct.

Section 2. The election held in the City on the 11th day of May, 2013, which is more fully described in the preamble of this Resolution, was called and notice given thereof in accordance with the law; and the election was held in all respects in conformity with the law; and the returns of the election have been made by the proper officials.

Section 3. Said election has resulted in the approval of the Proposition submitted at the election.

Section 4. As a result of said election, and in conformity with the law, this City Council is authorized to issue general obligation bonds and to levy and cause to be assessed and collected an ad valorem tax on behalf of the City in the manner and to the extent set forth in the proceedings calling the election, and as to the extent authorized by the election.

Section 5. The election officials conducting said election shall be paid as provided in the Texas Election Code.

Section 6. It is hereby found that the meeting at which this Order has been considered and adopted is open to the public as required by law, and that written notice of the time, place and subject matter of said meeting, and of the proposed adoption of this Order was given as required by Chapter 551, Texas Government Code.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this the ____ day of May, 2013.

Mayor
City of Kyle, Texas

ATTEST:

City Secretary
City of Kyle, Texas

[SEAL]

REJECT

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF CITY OF KYLE, TEXAS
CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A
BOND ELECTION HELD MAY 11, 2013, AND CONTAINING PROVISIONS
NECESSARY AND INCIDENTAL THERETO**

WHEREAS, at an election held on the 11th day of May, 2013 in City of Kyle, Texas, there was submitted the following proposition:

PROPOSITION

“SHALL the City Council of the City of Kyle, Texas, be authorized to issue bonds of said City in an amount not to exceed \$36,000,000 for the purpose of providing funds to plan, design, construct, extend, expand, repair, and improve the following City Streets: Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue, including related sidewalk, utility, drainage, bridge, interchange, intersection, grade separation, lighting, and signalization improvements, and land acquisition therefor; such bonds to mature serially or otherwise over a period not to exceed thirty (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) not exceeding the maximum rate prescribed by law as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council be authorized to levy ad valorem taxes upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

WHEREAS, the votes cast at said election have been counted and recorded on the official election returns, and said returns have been certified and filed with this City Council of City of Kyle, Texas by the appropriate election officials; and

WHEREAS, said returns show that the Proposition received the following votes:

_____ For _____ Against

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America;

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

Section 1. The matters and facts recited in the preamble of this Resolution are found to be true and correct.

Section 2. The election held in the City on the 11th day of May, 2013, which is more fully described in the preamble of this Resolution, was called and notice given thereof in accordance with the law; and the election was held in all respects in conformity with the law; and the returns of the election have been made by the proper officials.

Section 3. Said election has resulted in the rejection of the Proposition submitted at the election.

Section 4. As a result of the election, and in conformity with the law, this City Council is not authorized to issue the general obligation bonds identified in the Proposition.

Section 5. The election officials conducting said election shall be paid as provided in the Texas Election Code.

Section 6. It is hereby found that the meeting at which this Resolution has been considered and adopted is open to the public as required by law, and that written notice of the time, place and subject matter of said meeting, and of the proposed adoption of this Resolution was given as required by Chapter 551, Texas Government Code.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this the ____ day of May, 2013.

Mayor
City of Kyle, Texas

ATTEST:

City Secretary
City of Kyle, Texas

[SEAL]



CITY OF KYLE, TEXAS

Meeting Date: 5/14/2013
Date time: 7:00 PM

Calling a Runoff Election

Subject/Recommendation: AN ORDINANCE OF THE CITY OF KYLE, TEXAS, CALLING A RUNOFF ELECTION ON SATURDAY, JUNE 1, 2013, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER AT LARGE, POSITION THREE; PROVIDING FOR EARLY VOTING AND FOR NOTICE OF THE ELECTION; AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION ~ *Frank Garza, City Attorney*

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Ordinance Amending City Code to Charge Street Rental Fee to WSCs

Meeting Date: 5/14/2013

Date time: 7:00 PM

Subject/Recommendation:

(First Reading) APPROVE AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 50, "UTILITIES" OF THE CITY'S CODE OF ORDINANCES BY ADDING SECTIONS 50-1 TO 50-8, WHICH PROHIBITS ANY PERSON OR ENTITY FROM USING THE STREETS, ALLEYS, AND PUBLIC GROUNDS OF THE CITY EXCEPT AS AUTHORIZED BY THE CITY OR BY STATE LAW; FIXING THE STREET RENTAL FEES TO BE PAID BY SUCH PERSONS TO THE CITY PURSUANT TO THE TEXAS TAX CODE; PROVIDING PENALTIES FOR VIOLATION; PROVIDING FOR A SAVINGS CLAUSE; AND CONTAINING OTHER TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER. ~ *Frank Garza, City Attorney*

- Public Hearing

Other Information:

There are a number of water supply corporations and special utility districts that currently operate and provide retail water service within the City limits to residential, multifamily, and commercial customers.

Currently, the following water supply corporations and special utility districts operate within Kyle's city limits:

1. SouthWest Water (Monarch)
2. Aqua Texas, Inc.
3. County Line Special Utility District
4. Goforth Water Special Utility District

This amendment to the City's Code of Ordinances will require the water supply corporations and the special utility districts to pay a street rental fee to the City of Kyle for using its streets, alleys, and public grounds.

The Texas Tax Code Section 182.025 and Texas Water Code Chapter 13 authorizes the City Council to levy and collect a street rental fee against any public service corporation, person or entity whether holding a franchise or not for the privilege of the use and occupancy of public streets, alleys, property or grounds under the control or management of the City.

A street rental fee of two percent (2%) of the gross receipts is authorized by Texas Tax Code Section 182.025 as a reasonable Cover Memo
item #18

to compensate the City for the use of its streets, alleys, and public property for all utilities, including but not limited to water, sewer, gas, and electric.

The City of Kyle does not currently have an Ordinance fixing a street rental fee for corporations or persons who do not hold a franchise agreement with the City.

A complete copy of the draft Ordinance is attached.

Budget Information: A Fiscal Note is not required.

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

Attachments / click to download

 [Draft Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 50, "UTILITIES" OF THE CITY'S CODE OF ORDINANCES BY ADDING SECTIONS 50-1 TO 50-8, WHICH PROHIBITS ANY PERSON OR ENTITY FROM USING THE STREETS, ALLEYS, AND PUBLIC GROUNDS OF THE CITY EXCEPT AS AUTHORIZED BY THE CITY OR BY STATE LAW; FIXING THE STREET RENTAL FEES TO BE PAID BY SUCH PERSONS TO THE CITY PURSUANT TO THE TEXAS TAX CODE; PROVIDING PENALTIES FOR VIOLATION; PROVIDING FOR A SAVINGS CLAUSE; AND CONTAINING OTHER TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER.

* * * * *

WHEREAS, Texas Tax Code Section 182.025, and Texas Water Code Chapter 13 authorizes the City Council to levy and collect a street rental fee against any public service corporation, person or entity whether holding a franchise or not for the privilege of the use and occupancy of public streets, alleys, property or grounds under the control or management of the City, separately from the tangible property of such corporations, companies and corporate institutions, as authorized by state law, and to have the full power to enforce the collection of such rental charges.

WHEREAS, the City does not have an ordinance fixing a street rental fee for corporations or persons who do not hold a franchise agreement with the City; and

WHEREAS, a street rental fee of two percent (2%) of the gross receipts is authorized by Texas Tax Code Section 182.025 as a reasonable amount to compensate the City for the use of its streets, alleys and public property for all utilities, including but not limited to water, sewer, gas and electric.

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

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

SECTION 2. Addition of Section 50-1 to 50-8. The City of Kyle Code of Ordinances (the "Code") is hereby amended by adding Sections 50-1 to 50-8 to read as follows:

ARTICLE I
UTILITIES USE OF CITY STREETS

Section 50-1. Prohibition. Absent an agreement with the City or otherwise specifically authorized by state law, no corporation, person or other entity may use, operate, maintain or control a facility within a road, street, highway, alley or public property located in the corporate limits of the City.

Section 50-2. Street Rental Fee. Absent an agreement with the City, any corporation, person or entity who may, pursuant to state authorization, use, operate, maintain, or control a facility located within a road, street, highway, alley, or public property in the City, shall pay the City a street rental fee equal to two percent (2%) of the gross receipts from the sale of services within the City. The street rental fee shall apply to all utilities, including but not limited to water, sewer, gas and electric. The street rental fee specified in this section shall be in addition to the fees for all other services provided by the City to the person and shall not include any repairs or damages to City property, including streets, etc. and the City reserves the right to receive payment for such additional services and damages or expenses. The payment of the street rental fee pursuant to this Ordinance allows the use of the streets, alleys and public grounds only to the extent authorized or allowed by state law.

Section 50-3. Due Date. Any corporation, person or entity owing a street rental fee to the City pursuant to this Ordinance shall pay the City quarterly on the first (1st) days of January, April, July and October of each year based upon the gross amount received by the person from the sale of services within the corporate limits of the City for the preceding three (3) months ending November 30th, February 28th, May 30th and August 31st, respectively. For the purpose of determining the amount of the gross receipts, the corporation, person or other entity shall keep in its office at the disposal of and open to inspection by any auditor authorized and appointed by City at all reasonable times, books of accounts and other records showing a full, true, complete and accurate account of the gross receipts of the corporation, person or utility from its revenues received from activities conducted within the corporate limits of the City.

Section 50-4. Penalty. The installation of facilities in violation of this Ordinance, or the failure to timely pay the City the fees imposed by this Ordinance in the manner specified by this Ordinance, shall be a violation punishable, upon final conviction, by a fine not to exceed Five Hundred and No/100 Dollars (\$500.00). Each violation on each day shall be considered a separate violation. The City may also bring suit for injunction against any corporation, person or other entity that shall violate or threaten to violate any provision of this Ordinance.

Section 50-5. Authorization. The City Manager or any persons designated by the City Manager are authorized and directed to take such action as may be necessary to enforce the terms of this Ordinance, including but not limited to, obtaining court orders enforcing this Ordinance.

Section 50-6. Acceptance. The acceptance by the City of street rental fees specified in this Ordinance is not intended to be and shall not be construed or deemed to be evidence of consent by the City for the use of streets, roads, alleys, highways or public grounds located within the corporate limits of the City, but such consent or grant shall only be evidenced by a separate franchise agreement between the City and the person.

Section 50-7. Waiver. This Ordinance, or any section or provision herein, is not intended to waive or limit, and shall not be deemed to waive or limit, any right or privilege belonging to the City under federal or state law.

Section 50-8. Gross Receipts. Absent an agreement with the City or otherwise specifically authorized by state law, a person whose facilities are located within the City's streets, alleys, and public grounds and are being used by third parties shall pay the above required street rental fees

based on the gross receipts from all sales resulting from the use of such person's facilities, regardless of whether those sales are made by such person or the third party, to the City.

SECTION 3. Effective Date. The full text of this Ordinance shall, after final passage by the City Council, be published once in a newspaper of general circulation published in the City of Kyle. Upon said publication being completed, this Ordinance shall take effect thirty (30) days after its publication. The first payment of fees due under this Ordinance shall be paid on October 1, 2013, based upon the gross receipts from sales from June 1, 2013, through August 31, 2013.

SECTION 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, void or invalid, or for any reason unenforceable, the validity of the remaining portions of this Ordinance shall not be affected thereby; it being the intent of the City in adopting this Ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end, all provisions of this Ordinance are declared to be severable.

SECTION 5. Repealer. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent

PASSED AND APPROVED on the _____ day of May, 2013.

PASSED AND FINALLY APPROVED on this the _____ day of May, 2013.

ATTEST:

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, Mayor



CITY OF KYLE, TEXAS

Texas Gas Service

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation:

(First Reading) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, (“CITY”) APPROVING IMPLEMENTATION OF THE FEBRUARY 11, 2013 INTERIM RATE ADJUSTMENT FILING PURSUANT TO THE TEXAS UTILITIES CODE § 104.301 OF TEXAS GAS SERVICE COMPANY, A DIVISION OF ONEOK, INC. (“TGS” OR “COMPANY”); AND DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE ~ *Jerry Hendrix, Director of Community Development*

- Public Hearing

Other Information:

Budget Information:

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Attachments / click to download

[Texas Gas Service Ordinance](#)

ORDINANCE: _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, (“CITY”) APPROVING IMPLEMENTATION OF THE FEBRUARY 11, 2013 INTERIM RATE ADJUSTMENT FILING PURSUANT TO THE TEXAS UTILITIES CODE § 104.301 OF TEXAS GAS SERVICE COMPANY, A DIVISION OF ONEOK, INC. (“TGS” OR “COMPANY”); AND DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, on February 11, 2013, TGS made an interim rate adjustment filing pursuant to the Texas Utilities Code §104.301 with the City; and,

WHEREAS, in accordance with the Texas Utilities Code § 104.301, the proposed interim rate adjustment will go into effect for meters read on or after May 27, 2013, with no further action by the City; and,

WHEREAS, in accordance with the Texas Utilities Code § 104.301, the proposed interim rate adjustment is subject to full review and, if appropriate, refund at the time of the next general rate case; and,

WHEREAS, allowing the proposed interim rate adjustment to go into effect is in the public interest;

WHEREAS, the City has conducted a ministerial review and the Company’s interim rate adjustment filing complies with the terms of Texas Utilities Code § 104.301

WHEREAS, the City Council finds that it is reasonable to allow the Company to defer recovery of expenses incurred by the City in connection with this proceeding until the next general rate case, such deferral to be without interest or return,

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that it is in the public interest to allow the interim rate adjustment as reflected in the attached Rate Schedules, attached hereto and incorporated herein as Exhibit “A,” to take effect on the proposed effective date of May 27, 2013.

Section 3. That TGS is authorized to recover in the next general rate case reasonable and necessary rate case expenses incurred in association with its interim rate adjustment filing.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That this Ordinance shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2013

CITY OF KYLE

Mayor, Lucy Johnson

ATTEST:

City Secretary, Amelia Sanchez

APPROVED AS TO FORM:

City Attorney, Frank Garza



CITY OF KYLE, TEXAS

BVP Application

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: A RESOLUTION OF THE CITY COUNCIL, OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, BULLETPROOF VEST PARTNERSHIP (BVP), FOR THE FY2013 APPLICATION FUNDING PERIOD ~ *Joshua Moreno, Grants Administrator*

Other Information:

Budget Information:

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Attachments / click to download

 [BVP App Resolution](#)

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL, OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, BULLETPROOF VEST PARTNERSHIP (BVP), FOR THE FY2013 APPLICATION FUNDING PERIOD.**

Whereas, the Bureau of Justice Assistance (BJA) announced the FY2013 BVP application funding period, where applications for FY 2013 BVP funds must be submitted online by 6:00pm, Monday, May 20, 2013;

Whereas, the application for BVP funds reflects the number of vests the Kyle Police Department needs to replace during the next two years ::according to the replacement cycle indicated on the City of Kyle's current BVP system profile:: and vests for officers the Kyle PD anticipates hiring in the next two years;

Whereas, the application accurately reflects the current market cost for the vests identified on the application, and that the number of vests indicated on the application does not exceed actual agency needs;

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 of Kyle, to execute such applications as are necessary to be made to The Bureau of Justice Assistance to apply for funding under the Bulletproof Vest Partnership.
2. If the project is funded, the City of Kyle will: comply with the program requirements of the Bulletproof Vest Partnership; that equipment receiving reimbursement will be used only for the purpose in which they are intended under program goals and objectives.
3. This Resolution shall take effect from and after the date of its passage authorized by the Charter of the City of Kyle.

PASSED AND APPROVED, THIS: 14th day of February, 2013.

ATTEST:

CITY OF KYLE, TEXAS

Amelia Sanchez, City Secretary

Lucy Johnson, MAYOR



CITY OF KYLE, TEXAS

ATF Agreement

Meeting Date: 5/14/2013
Date time: 7:00 PM

Subject/Recommendation: Approve Memorandum of Understanding between the Kyle Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives ~ *Jeff Barnett, Chief of Police*

Other Information:

Budget Information:

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[ATF Agreement](#)



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES



**MEMORANDUM OF UNDERSTANDING REGARDING THE
eTRACE INTERNET BASED FIREARM TRACING APPLICATION**

**Memorandum of Understanding
between the
KYLE POLICE DEPARTMENT
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly

and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

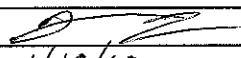
The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Houston Field Division

Address: 5825 N. Sam Houston Parkway W.
Suite 300
Houston, Texas 77086

	Designated ATF Contact	Alternate ATF Contact
Name:	Kirk G. Tinker	
Title:	Group Supervisor	
Phone #:	(281) 716-9903	

Participating Law Enforcement Agency Name: KYLE POLICE DEPARTMENT
Agency Address: 111 NORTH FRONT STREET
KYLE, TX 78640

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	JACOB LURIA	ADAM WATSON
Title:	SERGEANT	DETECTIVE
Phone #:	(512) 268-0859	(512) 268-0859
Email Address:	JLURIA@CITYOFKYLE.COM	AWATSON@CITYOFKYLE.COM
Date of Birth:	5/15/1974	11/5/1980
Signature:		
Date:	4/19/13	

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above

- appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
 3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment.
 4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should be mailed to the ATF National Tracing Center at the following address:

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 1540
eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY”. The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.
- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.
- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a ‘crime gun’ is defined as “any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime”.

- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

Jeff Barnett
 Signature _____ Date _____
 (Chief Law Enforcement Official)

JEFF BARNETT
 Name _____

CHIEF OF POLICE
 Title _____

KYLE POLICE DEPARTMENT
 Agency/Department _____

Signature _____ Date _____
 (ATF - Special Agent in Charge or designee)

Melvin D. King
 Name _____

Special Agent in Charge
 Title _____

Houston Field Division
 ATF Field Division _____



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 5/14/2013
Date time: 7:00 PM

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

1. Police Department Open House, May 16, 2013, 11:00 a.m.
2. Kyle Animal Control Pet Fair, June 1, 2013
3. Discuss City Council Retreat scheduled for June 22, 2013

Other Information:

Budget Information:

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- [DRAFT City Council Retreat Agenda, 6-22-13](#)
 - [KPD Grand Opening - Invitation Final](#)
 - [Kyle Animal Control Pet Fair](#)
-

Thursday, May 16, 2013

Time: 11:00 am

Grand Opening!



Kyle Police Department
(next to City Hall)

111 North Front Street

Kyle, TX 78640

(512) 268-0859

New Police Headquarters
Grand Opening &
Ribbon Cutting Ceremony!

★ Guests will enjoy a tour of the
department and desserts.

Open House
11:30 am to 1:00 p.m.



Item # 22



Grace Nino <gracenino@cityofkyle.com>

FW: Kyle Animal Control Pet Fair

Beth Smith <besmith@co.hays.tx.us>

Mon, Apr 29, 2013 at 8:20 AM

Cc: abbyeleigh <abbyeleigh@gmail.com>, heather redburn <heatherredburn@gmail.com>, jeff sweiztek <dragonfly1044@gmail.com>

From: Briana Brecher [mailto:bbrecher@cityofkyle.com]

Sent: Friday, April 26, 2013 3:25 PM

To: Beth Smith

Subject: Re: Kyle Animal Control Pet Fair

On June 1, 2013 Kyle Animal Control will be having a Pet Fair in the parking lot at 5100 Kyle Center Drive in Kyle. We will be having a dog walk. There will be contests for best costume, best trick, and dog owner look alike. We will be registering pets for those that live in the city limits of Kyle. We will be having a K9 demonstration. McGruff and Red E Fox will be at the pet fair.

We will be handing out information on the changes that were adopting to the City of Kyle Animal Ordinance in November.

Local rescue groups, Veterinary clinics, and pet vendors have been invited to participate in the event.

Thanks,

Also, on the email I sent yesterday about elections and voting, I was remiss in not congratulating Merideth Stevenson-Keller on retaining her HCISD BOD seat!

Item # 22

Item # 22



**KYLE CITY COUNCIL RETREAT
June 22, 2013**

**Texas Disposal Systems Exotic Game Ranch
1220 Carl Road
Creedmoor, TX 78610**

DRAFT AGENDA

9:00 a.m. - 10:30 a.m.	Mayor/Council/City Manager Role
10:30 a.m. - 11:00 a.m.	Departments: Problems & Goals of the City
11:00 a.m. - 11:30 a.m.	Streets
11:30 a.m. - 12:00 p.m.	Communications
12:00 p.m. - 1:00 p.m.	Finance
1:00 p.m. - 1:30 p.m.	Planning
1:30 p.m. - 2:00 p.m.	Economic Development
2:00 p.m. - 2:30 p.m.	Police
2:30 p.m. - 3:00 p.m.	Parks & Recreation
3:00 p.m. - 4:00 p.m.	Public Works/Building
4:00 p.m. - 4:30 p.m.	Human Resources/City Secretary
4:30 p.m. - 5:00 p.m.	Library/Information Technology