

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 7/15/2014, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 10th day of July, 2014 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Regular-called Meeting - July 1, 2014 ~ *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. Appointments

2. Nominate and appoint honorary/non-voting member(s) of the Kyle Area Youth Advisory Council (KAYAC) to the City Council. ~ *Todd Webster, Mayor*

- James Collins

 [Attachments](#)

V. Consent Agenda

3. (*Second Reading*) An Ordinance of the City of Kyle, Texas, Amending the Code of Ordinances, Chapter 50, "Utilities," Article VI, "Impact Fees," Sec. 50-233(a), by adding a definition of "Redundant Meter"; Amending Sec. 50-261 of said Chapter to exempt redundant meters from payment of Impact Fees; Providing a severability clause; Providing repeal of conflicting ordinances; Finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; Providing an effective date; Making such other findings and provisions related hereto ~ *James Earp, Assistant City Manager*

 [Attachments](#)

4. Approve the site plan for Kyle Parkway Storage (SD-14-009), 4.296 acres, one lot located at 5141 Cromwell Drive, Kyle, Texas ~ *James Earp, Assistant City Manager*

Planning and Zoning Commission voted 7-0 to recommend approval.

 [Attachments](#)

5. Approve a change order from SPAWGLASS CONSTRUCTION CORPORATION, Austin, Texas, in an amount not to exceed \$4,320.00, to increase the quantity of work to be performed, by providing consulting services for the asbestos abatement of the first-floor area of Kyle Historic Train Depot. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

6. Approve the purchase of one Apple MacBook Pro laptop computer in an amount not to exceed \$1,920.52 from SOUTHERN COMPUTER WAREHOUSE, Marietta, Georgia, for work-related use by the City Attorney (Prosecutor) in Municipal Court proceedings and other city business. ~ *Robert Olvera, IT Systems Administrator*

 [Attachments](#)

7. Approve the purchase of three (3) Data911 M7 systems from DATA911, Alameda, CA, in an amount not to exceed \$30,006.50, to be installed in the three (3) recently acquired 2014 Chevrolet Tahoe Police Pursuit Vehicles for the Police Department. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

8. Award a bid in an amount not to exceed \$1,521.42 to BAILEY'S FIREARM'S COUNTRY, Houston, TX, lowest and most responsible bidder, for the purchase of three (3) Remington Police 870 Shotguns for the three (3) recently acquired 2014 Chevrolet Police Tahoes for the Police Department. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

9. Approve the purchase of three (3) Del-Ton AR-15 rifles from GT DISTRIBUTORS, Austin, Texas, in an amount not to exceed \$3,267.81 to be carried by the Police Department's motorcycle patrol units. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

10. Approve the lease payment to UNION PACIFIC RAILROAD COMPANY for the lot between Blanco Street and Center Street (a/k/a Train Depot lot) in an amount not to exceed \$3,854.46 for a lease period from July 15, 2014 to July 14, 2015 ~

Kerry Urbanowicz, Director of Parks and Recreation

 [Attachments](#)

11. Award a bid to SAF-T BOX, Hutto, Texas, lowest and most responsible bidder, in an amount not to exceed \$4,700.00, for the purchase of one forty-foot (40') storage container for use by the parks and recreation department. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

 [Attachments](#)

12. Ratify the purchase of flags, poles and hardware from DIXIE FLAG MANUFACTURING COMPANY, San Antonio, Texas, in an amount not to exceed \$1,711.40 for the Parks and Recreation Department. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

 [Attachments](#)

13. Authorize the city manager to execute a worksite training agreement with Workforce Solutions Rural Capital Area, San Marcos, Texas, for Workforce Solutions to provide a volunteer for the library at no cost to the city. ~ *Connie Brooks, Director of Kyle Public Library*

 [Attachments](#)

14. Authorize the city manager to execute an agreement with AWE DIGITAL LEARNING SOLUTIONS, Chester, PA, in an amount not to exceed \$300.00 for the purchase of replacement headphones, cords, computer mice, and keyboards for children's computers at the Kyle Public Library. ~ *Connie Brooks, Director of Kyle Public Library*

 [Attachments](#)

15. *(Second Reading)* An Ordinance amending the City's Approved Budget for Fiscal Year 2013-14 by increasing appropriations in the General Fund for the Planning & Zoning Department by \$3,500.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding for the professional services contract awarded by City Council on June 17, 2014 to Byrn & Associates Inc., for the purpose of replatting the Edward J. Sledge and Kyle Library plats ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

16. Approve the purchase through the Lower Colorado River Authority's (LCRA) Cooperative Government Pricing Contract of three (3) crew trucks for public works department use and one (1) pickup truck for utility department use from BLUEBONNET MOTORS, New Braunfels, Texas, in a total amount not to exceed \$100,245.40, a savings of \$43,089.60 from manufacturer's suggested retail price. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

17. *(First Reading)* An ordinance approving a settlement agreement with Monarch Utilities I, LP. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

VI. Consider and Possible Action

18. *(First Reading)* An ordinance reassessing properties located within Bunton Creek Public Improvement District; providing definitions; finding assessments on properties located within the district are excessive and invalid; waiving certain assessments; requiring reassessment of assessments levied against properties located within the district; requiring release of liens; finding assessments levied on properties located within the district are not delinquent; finding other expenses void and unenforceable; determining validity of certain assessments; requiring a reassessment roll; providing a right to an administrative hearing to request adjustments to the reassessment roll; providing for a deadline to request a hearing; creating a hearing committee; providing for disbursement of certain reassessments; requiring reimbursement of assessments, interest or other expenses to be paid from reassessments; providing for collection and disbursement of reassessments; levying reassessments and attaching liens on reassessed properties located within the district; providing for the option to cancel reassessments; providing for a service plan; providing for future improvements and assessments; disallowing enforcement of the ordinance in dissolution; providing for enforcement; providing for efficient and effective administration of the ordinance; providing a legal description of the district; repealing ordinances, resolutions, covenants, deed restrictions, and agreements in conflict; providing for severability; providing for compliance with open meetings law; providing for an effective date; and adopting such other findings and provisions related hereto ~ *Ken Johnson, City Attorney*

- Public Hearing

 [Attachments](#)

19. *(First Reading)* An ordinance approving a request by Centerpoint Energy Resources Corp. to implement the March 31, 2014 Interim Rate Adjustment filing pursuant to Texas Utilities Code 104.301. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

20. Authorize the city manager to execute a contract for election services by and between the City of Kyle and the Hays County Elections Officer ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

21. Approve the street light policy adopted by the Plum Creek Homeowners

Association and reviewed by the City of Kyle ~ *James Earp, Assistant City Manager*

 [Attachments](#)

22. A resolution of the City of Kyle, Texas, accepting a deed without warranty from Qualico KP, LLC. ~ *Ken Johnson, City Attorney*

 [Attachments](#)

VII. Council Requested Agenda Items

23. A Resolution of the City Council of the City of Kyle, Texas, granting the City Manager authority over expenditures not to exceed fifteen thousand dollars per expenditure; requiring the City Manager to comply with competitive bidding statutes, city purchasing policies and procedures, and accepted finance practices; authorizing the City Manager to execute contracts for said expenditures; authorizing the City Manager to execute contracts not requiring the expenditure of public funds; requiring an accounting and reporting to the City Council. ~ *Todd Webster, Mayor*

 [Attachments](#)

VIII. City Managers Report

24. Update on various capital improvement projects, road projects, building program, and/or general operational activities of the city ~ *Lanny Lambert, City Manager*
1. Budget Workshops
 2. G-200 Texas Public Officials Emergency Management Training, July 21, 2014, 2:00 p.m. - 5:00 p.m., Kyle City Hall, Council Chambers
 3. Discuss City Hall Operating Hours
 4. TML Conference, Sept. 30, 2014 - Oct. 3, 2014, Houston, TX

 [Attachments](#)

IX. Executive Session

25. Convene into Executive Session pursuant to Section 551.087, Tex. Gov't Code, to deliberate offers of financial or other incentives and economic development negotiations with business prospects that the City seeks to have locate, stay or expand in or near the City.

 [Attachments](#)

26. Convene into Executive Session pursuant to Sec. 551.071, Tex. Gov't Code, to consult with the City Attorney regarding contemplated litigation and the matter of the Bunton Creek Public Improvement District and pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas under which the City Attorney has a duty to keep his client, the City Council, reasonably informed, regarding the status of the matter of the Bunton Creek Public Improvement District.

 [Attachments](#)

27. Reconvene into Open Session to take any and all actions as deemed appropriate regarding offers of financial or other incentives and economic development negotiations with business prospects that the city seeks to have locate, stay or expand in or near the City.

 [Attachments](#)

28. Reconvene into Open Session to take action as deemed appropriate regarding contemplated litigation and the matter of the Bunton Creek Public Improvement District.

 [Attachments](#)

X. 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 Minutes - July 1, 2014

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: City Regular-called Meeting - July 1, 2014 ~ *Amelia Sanchez, City Secretary*

Other Information: This item is for formal approval of the minutes from the July 1st Regular Meeting of the city council, a copy of which is included with the meeting packet.

Budget Information: N/A

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

Attachments / click to download

[City Council Regular Meeting Minutes - July 1, 2014](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on July 1, 2014 at 7:00 p.m. at Kyle City Hall, with the following persons present:

Mayor Todd Webster
Mayor Pro Tem Diane Hervol
Council Member Samantha LeMense
Council Member Becky Selbera
Council Member Tammy Swaton
Council Member David Wilson
Nik Fisher, Honorary Council Member
Lanny Lambert, City Manager
Perwez Moheet, Finance Director
Connie Brooks, Library Director
Diana Blank, Director of Economic Dev.
Ken Johnson, City Attorney
James Earp, Assistant City Manager
Mario Perez, Building Official
Robert Olvera, IT Systems Administrator
Jeff Barnett, Police Chief
Harper Wilder, Director of Public Works
Leon Barba, City Engineer

CALL MEETING TO ORDER

Mayor Webster called meeting to order at 7:00 p.m.

Mayor Webster stated that the community had a lost a very talented and impactful individual, Moe Johnson, this past week and stated he would like to honor him and his accomplishments to the community by calling for a moment of silence.

ROLL CALL

Mayor Webster called for roll call. Present were Mayor Webster, Mayor Pro Tem Hervol Council Member LeMense, Council Member Selbera, Council Member Swaton, Council Member Wilson and Honorary Member Nikolas Fisher.

APPROVAL OF MINUTES

CITY COUNCIL WORKSHOP - APRIL 15, 2014 ~ AMELIA SANCHEZ, CITY SECRETARY

REGULAR CITY COUNCIL MEETING

July 1, 2014 – Page 2

Kyle City Hall

CITY COUNCIL WORKSHOP - APRIL 29, 2014 ~ AMELIA SANCHEZ, CITY SECRETARY

CITY REGULAR CALLED MEETING - JUNE 17, 2014 ~ AMELIA SANCHEZ, CITY SECRETARY

Mayor Pro Tem Hervol moved to approve the minutes of the City Council Workshop - April 15, 2014, City Council Workshop - April 29, 2014 and the City Regular Called Meeting - June 17, 2014. Council Member LeMense seconds the motion. All aye. Motion carried 6-0.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Webster opened the citizens comment period at 7:02 p.m. and called for comments on items not on the agenda or posted for public hearing. Jennifer Cross owner of Cross Plants and Produce asked for an item to be included in the next meeting agenda for a variance to the Animal Ordinance # 545 to allow for her miniature horse and donkey to be kept on the property. Tony Graeves spoke and stated he bred Ms. Cross's animals and that there was plenty of space on their property and urged Council to allow her to keep her animals on the property. Kay Rush spoke and thanked everyone in the fight against Monarch and their requests every two years to increase rated. With no one else wishing to speak Mayor Webster closed the citizens comment period at 7:10 p.m.

PRESENTATION

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

- Jason Biemer, Utilities Coordinator

City Manger Lanny Lambert presented Jason Biemer, Utilities Coordinator with the employee of the month award.

CONSENT AGENDA

(SECOND READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 26.147 ACRES FROM 'R-1-1' SINGLE FAMILY RESIDENTIAL 1 TO 'PUD' PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT WITH A BASE ZONING DESIGNATION OF SINGLE FAMILY ATTACHED 'R-1-A' , ON PROPERTY LOCATED AT THE END OF ARBOR KNOT DRIVE AND FERRULE DRIVE, HAYS COUNTY, TEXAS. (AUSTIN BROOKSIDE LP, Z-14-011). ~ JAMES EARP, ASSISTANT CITY MANAGER

REGULAR CITY COUNCIL MEETING

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Kyle City Hall

Planning and Zoning Commission voted 6-1 to approve the rezone request

(SECOND READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 3.97 ACRES OF LAND FROM 'RS' RETAIL SERVICE DISTRICT TO 'R-3-2' MULTI-FAMILY RESIDENTIAL 2, ON PROPERTY LOCATED AT 200 GOFORTH ROAD IN HAYS COUNTY, TEXAS. (JO RULE - Z-14-014). ~ JAMES EARP, ASSISTANT CITY MANAGER

Planning and Zoning Commission voted 6-0 to approve the rezone request

(SECOND READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 6.03 ACRES OF LAND FROM 'RS' RETAIL SERVICE DISTRICT TO 'R-3-2' MULTI-FAMILY RESIDENTIAL 2, ON PROPERTY LOCATED AT 210 GOFORTH ROAD IN HAYS COUNTY, TEXAS. (ARTHUR JR. & SYLVIA SEDILLO - Z-14-012). ~ JAMES EARP, ASSISTANT CITY MANAGER

Planning and Zoning Commission voted 6-0 to approve the rezone request

(SECOND READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 0.132 ACRES OF LAND FROM 'R-1' SINGLE FAMILY TO 'R-1-T' RESIDENTIAL TOWNHOME, ON PROPERTY LOCATED AT 112 W. AUSTIN STREET, IN HAYS COUNTY, TEXAS. (FARIS BADI - Z-14-013). ~ JAMES EARP, ASSISTANT CITY MANAGER

Planning and Zoning Commission voted 6-0 to approve the rezone request

(SECOND READING) AN ORDINANCE AMENDING THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2013-14 BY INCREASING APPROPRIATIONS IN THE GENERAL FUND FOR THE OFFICE OF THE CITY MANAGER BY \$10,000.00 AND DECREASING FUND BALANCE IN THE GENERAL FUND BY THE SAME AMOUNT IN ORDER TO PROVIDE FUNDING TO HOLD A SPECIAL ELECTION ON AUGUST 9, 2014 AND FOR A POSSIBLE RUN-OFF ELECTION TO FILL A VACANCY IN DISTRICT THREE OF THE CITY COUNCIL. ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

APPROVE THE PURCHASE OF A NEW HELP DESK SYSTEM FOR THE IT DEPARTMENT FROM CITRIX ONLINE, IN THE AMOUNT OF \$3,564.00 FOR ONE (1) YEAR. ~ ROBERT OLVERA, SYSTEMS ADMINISTRATOR

AWARD A BID TO VIKING CONSTRUCTION, INC., GEORGETOWN, TEXAS, LOWEST AND MOST RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$69,289.50 FOR

THE 2014 MISCELLANEOUS STREETS SLURRY SEAL PROJECT.~ LEON BARBA, P. E.,
CITY ENGINEER

REGULAR CITY COUNCIL MEETING

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Kyle City Hall

AWARD A REQUEST FOR PROPOSAL TO LOCKWOOD, ANDREWS AND NEWNAM,
INC., IN AN AMOUNT NOT TO EXCEED \$18,995.00 FOR THE PURPOSE OF
PROVIDING ADDITIONAL ENGINEERING SERVICES FOR THE YARRINGTON ROAD
RELOCATION PROJECT. ~ LEON BARBA, CITY ENGINEER

ACCEPT KYLE-DONALSON HISTORICAL COLLECTION DONATED TO THE KYLE
PUBLIC LIBRARY BY BARBARA DONALSON ALTHAUS. ~ CONNIE BROOKS,
DIRECTOR OF KYLE PUBLIC LIBRARY

AUTHORIZE A PAYMENT TO CARRANZA PUPPETS OF HOUSTON, TEXAS, IN AN
AMOUNT NOT TO EXCEED \$718.00 TO PERFORM AT THE KYLE PUBLIC LIBRARY. ~
CONNIE BROOKS, DIRECTOR OF KYLE PUBLIC LIBRARY

APPROVE TLO ACCESS AGREEMENT AND ACCESSIBILITY AGREEMENT IN AN
AMOUNT NOT TO EXCEED \$1,680.00 FOR THE KYLE POLICE DEPARTMENT, WHICH
PROVIDES ACCESS TO LAW ENFORCEMENT OFFICERS WITH PUBLIC AND
PRIVATE DATA THAT ASSISTS WITH CRIMINAL INVESTIGATIONS AND EMPLOYEE
BACKGROUNDS. ~ JEFF BARNETT, CHIEF OF POLICE

APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF THE
ATTORNEY GENERAL AND THE KYLE POLICE DEPARTMENT FOR MEMBERSHIP IN
THE LOCAL INTERNET CRIMES AGAINST CHILDREN TASK FORCE. ~ JEFF
BARNETT, CHIEF OF POLICE

APPROVE AN INTERLOCAL COOPERATION AGREEMENT, WITH INCLUDED
AMENDMENTS, IN AN AMOUNT NOT TO EXCEED \$4,329.00 WITH THE AUSTIN
REGIONAL INTELLIGENCE CENTER FOR THE PURPOSES OF PUBLIC SAFETY AND
CRIMINAL/COUNTERTERRORISM INTELLIGENCE AND AUTHORIZE THE CHIEF OF
POLICE TO SIGN THE SAME. ~ JEFF BARNETT, CHIEF OF POLICE

AWARD A BID TO DECATUR ELECTRONICS, PHOENIX, ARIZONA, LOWEST AND
MOST RESPONSIBLE BIDDER, FOR THE PURCHASE OF ONE TRAILER MOUNTED
RADAR UNIT IN AN AMOUNT NOT TO EXCEED \$9,840.00 FOR USE BY THE POLICE
DEPARTMENT. ~ JEFF BARNETT, CHIEF OF POLICE

AWARD A BID TO NORCON COMMUNICATIONS, INC., OF INWOOD, NEW YORK,
LOWEST AND MOST RESPONSIBLE BIDDER, FOR THE PURCHASE OF A POWERED
SPEAKER MICROPHONE IN AN AMOUNT NOT TO EXCEED \$884.00 FOR THE FRONT

WINDOW OF THE POLICE DEPARTMENT BUILDING. ~ JEFF BARNETT, CHIEF OF POLICE

REGULAR CITY COUNCIL MEETING

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Kyle City Hall

AUTHORIZE THE PURCHASE OF VARIOUS EMERGENCY EQUIPMENT FROM GT DISTRIBUTORS, INC., OF AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$35,975.30 TO EQUIP THE RECENTLY PURCHASED THREE NEW 2014 CHEVROLET TAHOE POLICE PURSUIT VEHICLES. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE THE PURCHASE AND INSTALLATION OF POLICE RADIOS FROM LOWER COLORADO RIVER AUTHORITY (LCRA) OF AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$8,490.02 TO EQUIP THE RECENTLY PURCHASED THREE NEW 2014 CHEVROLET TAHOE POLICE PURSUIT VEHICLES. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE THE PURCHASE OF THREE DIFFERENT TYPES OF PORTABLE RADAR UNITS FROM LASER TECHNOLOGY, INC., OF CENTENNIAL, COLORADO, IN AN AMOUNT NOT TO EXCEED \$7,485.00 TO EQUIP THE RECENTLY PURCHASED THREE NEW 2014 CHEVROLET TAHOE POLICE PURSUIT VEHICLES. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE THE PURCHASE OF THREE STALKER RADAR UNITS AND ACCESSORIES FROM APPLIED CONCEPTS, INC., OF PLANO, TEXAS, IN AN AMOUNT NOT TO EXCEED \$6,795.00 TO EQUIP THE RECENTLY PURCHASED THREE NEW 2014 CHEVROLET TAHOE POLICE PURSUIT VEHICLES. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE THE PURCHASE OF ALCOHOL SENSOR UNIT SETS AND ASSOCIATED SUPPLIES FROM INTOXIMETERS, INC., OF SAINT LOUIS, MISSOURI, IN AN AMOUNT NOT TO EXCEED \$1,237.00 TO EQUIP THE RECENTLY PURCHASED THREE NEW 2014 CHEVROLET TAHOE POLICE PURSUIT VEHICLES. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE THE CITY MANAGER TO EXECUTE AN INSTALLATION SERVICES CONTRACT WITH MIKE VASIL OF KYLE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$7,500.00 FOR THE INSTALLATION OF EMERGENCY EQUIPMENT ON THE RECENTLY PURCHASED THREE NEW 2014 CHEVROLET TAHOE POLICE PURSUIT VEHICLES. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE THE PURCHASE AND INSTALLATION OF KYLE POLICE GRAPHICS AND DOOR WRAPS FROM MAIN STREET SIGNS & GRAPHICS OF ARLINGTON, TEXAS, IN AN AMOUNT NOT TO EXCEED \$3,784.71 TO VISUALLY IDENTIFY THE RECENTLY PURCHASED THREE NEW 2014 CHEVROLET TAHOE POLICE PURSUIT

VEHICLES AS KYLE POLICE DEPARTMENT PATROL UNITS. ~ JEFF BARNETT, CHIEF OF POLICE

REGULAR CITY COUNCIL MEETING

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Kyle City Hall

AUTHORIZE THE PURCHASE OF STADIUM CUPS, ADHESIVE CALENDARS, AND POLICE BADGE STICKERS WITH KYLE POLICE DEPARTMENT GRAPHICS FROM CREATIVE SERVICES OF NEW ENGLAND, LEICESTER, MASSACHUSETTS, IN AN AMOUNT NOT TO EXCEED \$702.10 FOR USE BY THE POLICE DEPARTMENT DURING NATIONAL NIGHT OUT AND OTHER CRIME PREVENTION EVENTS THROUGHOUT THE CITY. ~ JEFF BARNETT, CHIEF OF POLICE

AUTHORIZE THE PURCHASE OF POLICE DEPARTMENT LOGO, POLY DRAW BAGS, AND CRIME PREVENTION COLORING BOOKS WITH POLICE DEPARTMENT LOGO FROM CREATIVE SERVICES OF NEW ENGLAND, LEICESTER, MASSACHUSETTS, IN AN AMOUNT NOT TO EXCEED \$1,042.34 TO BE USED BY POLICE DEPARTMENT FOR NATIONAL NIGHT OUT AND OTHER CRIME PREVENTION EVENTS THROUGHOUT THE CITY. ~ JEFF BARNETT, CHIEF OF POLICE

Mayor Pro Tem Hervol moved to approve Consent Agenda **Item # 5** ~ *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 26.147 acres from ‘R-1-1’ Single Family Residential 1 to ‘PUD’ Planned Unit Development Overlay District with a base zoning designation of Single Family Attached ‘R-1-A’ , on property located at the end of Arbor Knot Drive and Ferrule Drive, Hays County, Texas; # **6** ~ *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 3.97 acres of land from ‘RS’ Retail Service District to ‘R-3-2’ Multi-Family Residential 2, on property located at 200 Goforth Road in Hays County, Texas; # **7** ~ *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 6.03 acres of land from ‘RS’ Retail Service District to ‘R-3-2’ Multi-Family Residential 2, on property located at 210 Goforth Road in Hays County, Texas; # **8** ~ *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.132 acres of land from ‘R-1’ Single Family to ‘R-1-T’ Residential Townhome, on property located at 112 W. Austin Street, in Hays County, Texas; # **9** ~ *(Second Reading)* An Ordinance amending the City's Approved Budget for Fiscal Year 2013-14 by increasing appropriations in the General Fund for the Office of the City Manager by \$10,000.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding to hold a special election on August 9, 2014 and for a possible run-off election to fill a vacancy in District Three of the City Council; # **10** ~ Approve the purchase of a new Help Desk System for the IT Department from CITRIX ONLINE, in the amount of \$3,564.00 for one (1) year; # **11** ~ Award a bid to VIKING CONSTRUCTION, INC., Georgetown, Texas, lowest and most responsible bidder, in an amount not to exceed \$69,289.50 for the 2014 Miscellaneous Streets Slurry Seal Project;

REGULAR CITY COUNCIL MEETING

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Kyle City Hall

12 ~ Award a Request For Proposal to LOCKWOOD, ANDREWS AND NEWNAM, INC., in an amount not to exceed \$18,995.00 for the purpose of providing additional engineering services for the Yarrington Road Relocation Project; # **13** ~ Accept Kyle-Donalson historical collection donated to the Kyle Public Library by Barbara Donalson Althaus; # **14** ~ Authorize a payment to CARRANZA PUPPETS of Houston, Texas, in an amount not to exceed \$718.00 to perform at the Kyle Public Library; # **15** ~ Approve TLO Access Agreement and Accessibility Agreement in an amount not to exceed \$1,680.00 for the Kyle Police Department, which provides access to law enforcement officers with public and private data that assists with criminal investigations and employee backgrounds; # **16** ~ Approve Memorandum of Understanding between the Office of the Attorney General and the Kyle Police Department for membership in the local Internet Crimes Against Children Task Force; # **17** ~ Approve an Interlocal Cooperation Agreement, with included amendments, in an amount not to exceed \$4,329.00 with the Austin Regional Intelligence Center for the purposes of Public Safety and Criminal/Counterterrorism Intelligence and authorize the Chief of Police to sign the same; # **18** ~ Award a bid to DECATUR ELECTRONICS, Phoenix, Arizona, lowest and most responsible bidder, for the purchase of one trailer mounted radar unit in an amount not to exceed \$9,840.00 for use by the Police Department; # **19** ~ Award a bid to NORCON COMMUNICATIONS, INC., of Inwood, New York, lowest and most responsible bidder, for the purchase of a powered speaker microphone in an amount not to exceed \$884.00 for the front window of the Police Department building; # **20** ~ Authorize the purchase of various emergency equipment from GT DISTRIBUTORS, INC., of Austin, Texas, in an amount not to exceed \$35,975.30 to equip the recently purchased three new 2014 Chevrolet Tahoe Police Pursuit Vehicles; # **21** ~ Authorize the purchase and installation of police radios from LOWER COLORADO RIVER AUTHORITY (LCRA) of Austin, Texas, in an amount not to exceed \$8,490.02 to equip the recently purchased three new 2014 Chevrolet Tahoe Police Pursuit Vehicles; # **22** ~ Authorize the purchase of three different types of portable radar units from LASER TECHNOLOGY, INC., of Centennial, Colorado, in an amount not to exceed \$7,485.00 to equip the recently purchased three new 2014 Chevrolet Tahoe Police Pursuit Vehicles; # **23** ~ Authorize the purchase of three Stalker Radar units and accessories from APPLIED CONCEPTS, INC., of Plano, Texas, in an amount not to exceed \$6,795.00 to equip the recently purchased three new 2014 Chevrolet Tahoe Police Pursuit Vehicles; # **24** ~ Authorize the purchase of alcohol sensor unit sets and associated supplies from INTOXIMETERS, INC., of Saint Louis, Missouri, in an amount not to exceed \$1,237.00 to equip the recently purchased three new 2014 Chevrolet Tahoe Police Pursuit Vehicles; # **25** ~ Authorize the City Manager to execute an installation services contract with MIKE VASIL of Kyle, Texas, in an amount not to exceed \$7,500.00 for the installation of emergency equipment on the recently purchased three new 2014 Chevrolet Tahoe Police Pursuit Vehicles; # **26** ~ Authorize the purchase and installation of Kyle Police graphics and door wraps from MAIN STREET SIGNS & GRAPHICS of Arlington, Texas, in an amount not to exceed \$3,784.71 to visually identify the recently purchased three new 2014 Chevrolet Tahoe Police Pursuit Vehicles as Kyle Police Department patrol units; # **27** ~ Authorize the purchase of stadium cups, adhesive calendars, and police badge stickers with Kyle Police Department graphics from CREATIVE SERVICES OF NEW ENGLAND, Leicester, Massachusetts, in an amount not to exceed

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July 1, 2014 – Page 7

Kyle City Hall

\$702.10 for use by the Police Department during National Night Out and other crime prevention events throughout the city; # **28** ~ Authorize the purchase of Police Department logo, poly draw bags, and crime prevention coloring books with Police Department logo from CREATIVE SERVICES OF NEW ENGLAND, Leicester, Massachusetts, in an amount not to exceed \$1,042.34 to be used by Police Department for National Night Out and other crime prevention events throughout the city. Council Member Wilson seconds the motion. All aye. Motion carried 6-0.

CONSIDER AND POSSIBLE ACTION

(FIRST READING) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 50, "UTILITIES," ARTICLE VI, "IMPACT FEES," SEC. 50-233(A), BY ADDING A DEFINITION OF "REDUNDANT METER"; AMENDING SEC. 50-261 OF SAID CHAPTER TO EXEMPT REDUNDANT METERS FROM PAYMENT OF IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO. ~ JAMES EARP, ASSISTANT CITY MANAGER

Council Member Wilson moved to approve (*First Reading*) An Ordinance of the City of Kyle, Texas, Amending the Code of Ordinances, Chapter 50, "Utilities," Article VI, "Impact Fees," Sec. 50-233(a), by adding a definition of "Redundant Meter"; Amending Sec. 50-261 of said Chapter to exempt redundant meters from payment of Impact Fees; Providing a severability clause; Providing repeal of conflicting ordinances; Finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; Providing an effective date; Making such other findings and provisions related hereto. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

A RESOLUTION OF THE CITY COUNCIL, CITY OF KYLE, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U. S. DEPARTMENT OF JUSTICE, COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR FUNDING THROUGH THE FY14 COPS HIRING PROGRAM (CHP) IN THE AMOUNT OF \$125,000.00 FOR THREE YEARS AND REQUIRING CITY PARTICIPATION IN THE AMOUNT OF \$89,180.00 OVER THE 3-YEAR PERIOD PLUS AN ADDITIONAL 100% FUNDING APPROXIMATELY \$75,000.00 REQUIRED OF THE CITY IN YEAR 4; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF KYLE, TEXAS IN ALL MATTERS RELATED TO THE APPLICATION; TO PROVIDE MATCHING FUNDS; TO WORK WITH THE U. S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES TO COMPLY WITH GRANT REQUIREMENTS OF THE COPS HIRING PROGRAM. ~ JOSH MORENO, GRANTS ADMINISTRATOR

REGULAR CITY COUNCIL MEETING

July 1, 2014 – Page 8

Kyle City Hall

Council Member Wilson moved to approve a Resolution of the City Council, City of Kyle, Texas, Authorizing the filing of a grant application with the U. S. Department of Justice, Community Oriented Policing Services (COPS), for funding through the FY14 COPS Hiring Program (CHP) in the amount of \$125,000.00 for three years and requiring City participation in the amount of \$89,180.00 over the 3-year period plus an additional 100% funding approximately \$75,000.00 required of the City in year 4; Authorizing the City Manager to act on behalf of the City of Kyle, Texas in all matters related to the application; To provide matching funds; To work with the U. S. Department of Justice, Office of Community Oriented Policing Services to comply with grant requirements of the COPS Hiring Program. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

A RESOLUTION TO COMPLY WITH REQUIREMENTS FOR CONSIDERATION OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE DOWNTOWN REVITALIZATION PROGRAM FY14 AND ADDRESS THE PROGRAM OBJECTIVE OF ELIMINATING SLUM OR BLIGHT CONDITIONS IN THE DOWNTOWN AREA AND MEETING THE REQUIREMENT BY SUPPORTING A DETERMINATION MADE ON A SPOT BASIS THAT THE PROPOSED PROJECT AREA QUALIFIES AS SLUM OR BLIGHTED AND TO MEET THE OBJECTIVE BY DESCRIBING THE SPECIFIC CONDITIONS OF BLIGHT OR DECAY THAT ARE TO BE TREATED. ~ JOSH MORENO, GRANTS ADMINISTRATOR

Council Member Selbera moved to approve a Resolution to comply with requirements for consideration of an application for funding through the Texas Department of Agriculture Downtown Revitalization Program FY14 and address the program objective of eliminating slum or blight conditions in the downtown area and meeting the requirement by supporting a determination made on a spot basis that the proposed project area qualifies as slum or blighted and to meet the objective by describing the specific conditions of blight or decay that are to be treated. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE DOWNTOWN REVITALIZATION PROGRAM IN THE AMOUNT OF \$150,000 WITH A REQUIRED 10% OF THE REQUESTED GRANT AMOUNT OR \$15,000 IN THE FORM OF CASH MATCH FROM THE CITY. ~ JOSH MORENO, GRANTS ADMINISTRATOR

Council Member Selbera moved to approve a Resolution approving an application for funding through the Texas Department of Agriculture Downtown Revitalization Program in the amount of \$150,000 with a required 10% of the requested grant amount or \$15,000 in the form of cash match from the City. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

COUNCIL REQUESTED AGENDA ITEMS

REGULAR CITY COUNCIL MEETING

July 1, 2014 – Page 9

Kyle City Hall

(FIRST READING) AN ORDINANCE AMENDING THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2013-14 BY INCREASING APPROPRIATIONS IN THE GENERAL FUND FOR THE PLANNING & ZONING DEPARTMENT BY \$3,500.00 AND DECREASING FUND BALANCE IN THE GENERAL FUND BY THE SAME AMOUNT IN ORDER TO PROVIDE FUNDING FOR THE PROFESSIONAL SERVICES CONTRACT AWARDED BY CITY COUNCIL ON JUNE 17,2014 TO BYRN & ASSOCIATES INC., FOR THE PURPOSE OF REPLATTING THE EDWARD J. SLEDGE AND KYLE LIBRARY PLATS. ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

Council Member Wilson moved to approve (*First Reading*) An Ordinance amending the City's Approved Budget for Fiscal Year 2013-14 by increasing appropriations in the General Fund for the Planning & Zoning Department by \$3,500.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding for the professional services contract awarded by City Council on June 17,2014 to Byrn & Associates Inc., for the purpose of replatting the Edward J. Sledge and Kyle Library plats. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

CITY MANAGERS REPORT

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

1. ADA Presentation
2. Budget Workshops
3. City Council Retreat, July 12, 2014, 8:30 a.m. - 4:45 p.m., Texas State University
4. G-200 Texas Public Officials Emergency Management Training, July 21, 2014, 2:00 p.m. - 5:00 p.m., Kyle City Hall, Council Chambers
5. Discuss City Hall Operating Hours

Mr. Lambert presented a ADA Self Evaluation report to Council on all the city owned facilities that included a General Overview of Legislation, Facilities Evaluation, Program Evaluation, Policies Evaluation, Law Enforcement Policies, Practices, and Procedures Evaluation and a Transition Plan. Mr. Lambert stated City Staff had been instructed to continue review and assess accessibility and submit findings by August 1, 2014.

(SECOND READING) (TABLED AT 6-17-14 MEETING) AN ORDINANCE AMENDING THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2013-14 BY INCREASING APPROPRIATIONS IN THE GENERAL FUND FOR THE PARKS AND RECREATION DEPARTMENT BY \$121,400.00 AND DECREASING FUND BALANCE IN THE GENERAL FUND BY THE SAME AMOUNT IN ORDER TO PROVIDE FUNDING TO CONDUCT AN

AMENITY ACCESS AUDIT OF CITY-OWNED FACILITIES AND TO DEVELOP A TRANSITION PLAN FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

REGULAR CITY COUNCIL MEETING

July 1, 2014 – Page 10

Kyle City Hall

Council Member Wilson moved to disapprove (*Second Reading*) (*Tabled at 6-17-14 Meeting*) (***To Be Considered after City Manager Report***) An Ordinance amending the City's Approved Budget for Fiscal Year 2013-14 by increasing appropriations in the General Fund for the Parks and Recreation Department by \$121,400.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding to conduct an amenity access audit of City-owned facilities and to develop a transition plan for compliance with the Americans with Disabilities Act. Council Member LeMense seconds the motion. All aye. Motion carried 6-0.

Mayor Webster asked for a motion to Convene into Executive Session on Items 37 and 38.

Mayor Pro Tem Hervol moves to Convene into Executive Session at 8:31 p.m. on Items 37 and 38. Council Member LeMense seconds the motion. Council Member Wilson suggested opening all the Executive Session items. Mayor Webster stated he would prefer finishing the two items for anyone waiting for those two items and then stated there were still items on the City Manger's report and asked how long that would take. Mr. Lambert stated 30 seconds and quickly mentioned the budget workshops, City Council Retreat, and the G200 upcoming training. Mayor Webster stated he was certain that did not follow correct procedure and asked they go ahead and move forward with the motion, but then stated that they needed to withdraw the motion and amend the motion to include all items on Executive Session. Mayor Pro Tem Hervol amended her motion to open all items on Executive Session. Council Member LeMense agrees. All aye. Motion carried 6-0.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SEC. 551.071, TEX. GOV'T CODE, TO CONSULT WITH THE CITY ATTORNEY REGARDING CONTEMPLATED LITIGATION AND THE MATTER OF THE BUNTON CREEK PUBLIC IMPROVEMENT DISTRICT AND PURSUANT TO THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS UNDER WHICH THE CITY ATTORNEY HAS A DUTY TO KEEP HIS CLIENT, THE CITY COUNCIL, REASONABLY INFORMED, REGARDING THE STATUS OF THE MATTER OF THE BUNTON CREEK PUBLIC IMPROVEMENT DISTRICT.

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SEC. 551.071, TEX. GOV'T CODE, TO CONSULT WITH THE CITY ATTORNEY REGARDING HURLSTON V. CITY OF KYLE, ET AL AND PURSUANT TO THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS UNDER WHICH THE CITY

ATTORNEY HAS A DUTY TO KEEP HIS CLIENT, THE CITY COUNCIL, REASONABLY INFORMED, REGARDING THE STATUS OF HURLSTON V. CITY OF KYLE, ET AL.

REGULAR CITY COUNCIL MEETING

July 1, 2014 – Page 11

Kyle City Hall

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SEC. 551.071, TEX. GOV'T CODE, TO CONSULT WITH THE CITY ATTORNEY REGARDING ONGOING LITIGATION WITH MONARCH UTILITIES, AND PURSUANT TO THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS UNDER WHICH THE CITY ATTORNEY HAS A DUTY TO KEEP HIS CLIENT, THE CITY COUNCIL, REASONABLY INFORMED, REGARDING THE STATUS OF ONGOING LITIGATION WITH MONARCH UTILITIES

CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T. CODE, SEC. 551.074 TO DISCUSS THE RENEWAL OF THE CITY MANAGER CONTRACT

CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T CODE, SEC. 551.087 TO DISCUSS MARKETPLACE AVENUE DEVELOPMENT PROJECT

Council Member Lemense moved to Reconvene into Open Session at 11:00 p.m. Mayor Pro Tem Hervol seconds the motion. Mayor Pro Tem clarifies that they would Reconvene for items 40, 41, 42, 43, 44 and 45. All aye. Motion carried 6-0.

RECONVENE INTO OPEN SESSION TO TAKE ACTION AS DEEMED APPROPRIATE IN THE CITY COUNCIL'S DISCRETION REGARDING ONGOING LITIGATION WITH MONARCH UTILITIES.

Mayor Pro Tem Hervol moved to approve the Ordinance to adopt the settlement agreement with Monarch Utilities. Council Member Swaton seconds the motion. All aye. Motion carried 6-0.

RECONVENE INTO PUBLIC SESSION AND TAKE ACTION AS APPROPRIATE REGARDING THE RENEWAL OF THE CITY MANAGER CONTRACT.

Mayor Webster moved to take No Action regarding the renewal of the City Manager contract. Council Member LeMense seconds the motion. All aye. Motion carried 6-0.

RECONVENE INTO OPEN SESSION TO TAKE ACTION AS DEEMED APPROPRIATE REGARDING HURLSTON V. CITY OF KYLE, ET AL.

Mayor Pro Tem Hervol moved to take No Action regarding Hurlston vs City of Kyle. Council Member LeMense seconds the motion. All aye. Motion carried 6-0.

REGULAR CITY COUNCIL MEETING

July 1, 2014 – Page12

Kyle City Hall

RECONVENE INTO OPEN SESSION TO TAKE ACTION AS DEEMED APPROPRIATE REGARDING CONTEMPLATED LITIGATION AND THE MATTER OF THE BUNTON CREEK PUBLIC IMPROVEMENT DISTRICT.

Mayor Pro Tem Hervol moved to take No Action regarding contemplated litigation and the matter of the Bunton Creek Public Improvement District. Council Member Wilson seconds the motion. All aye. Motion carried 6-0.

RECONVENE INTO PUBLIC SESSION AND TAKE ACTION AS APPROPRIATE REGARDING MARKETPLACE AVENUE DEVELOPMENT PROJECT

Council Member Wilson moved to direct staff to continue negotiating the agreement with Plum Creek Developers for Market Place. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

ADJOURN

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

The City Council meeting adjourned at 11:10 pm.

Todd Webster, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Nominate and Appoint KAYAC Honorary Member to City Council

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Nominate and appoint honorary/non-voting member(s) of the Kyle Area Youth Advisory Council (KAYAC) to the City Council. ~ *Todd Webster, Mayor*

- James Collins

Other Information:

Budget Information:

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

Attachments / click to download

- [Nik Fisher Letter of Resignation](#)
 - [Memo -James Appointment to City Council](#)
 - [James Collins Resume](#)
-

6/29/2014

•••

Nikolas S. Fisher

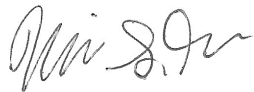
City of Kyle and Kyle City Council

Dear City of Kyle and Kyle City Council,

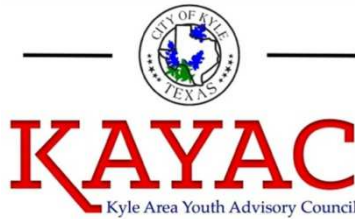
Please accept my letter of resignation from the Kyle City Council as an Honorary/Non-Voting Member. My last meeting date will be July 15, 2014.

Thank you for allowing me this great opportunity to represent the youth of the city of Kyle. I have done my best, and learned many things from many great people along the way. However as college nears, it is time for me to step aside. I have the utmost confidence in my replacement, and I know he will serve the youth, the city, and the council well.

Sincerely and with many thanks,



Nikolas S. Fisher



Memorandum

To: Mayor Webster and City Council
From: Sarah Watson, Staff Liaison to KAYAC
Date: June 23, 2014
Re: KAYAC Nomination for City Council Liaison

Dear Mayor Webster and City Council,

On June 19, 2014 the Kyle Area Youth Advisory Council voted unanimously to nominate James Collins as the new “Ex-Officio” member to City Council as Nik Fisher’s term is coming to an end.

James was born in Austin and has lived here all of his life. James joined the Kyle Area Youth Advisory Council in November of 2013. He is the current Vice Chair for KAYAC and has served as the KAYAC Liaison to the Planning and Zoning Commission. During his time as a member of KAYAC, James has created a new logo for KAYAC, attended the Youth Council Summit in Rockwall, TX, assisted in the creation of the e-cigarette ordinance and the Youth Survey. In addition to all of this, he is incredibly active as an incoming senior at Hays High School and to other outside organizations. His current resume is attached.

The members of KAYAC are hopeful that you all will appoint James as an “Ex-Officio” member to City Council and that the voice of the youth of Kyle will continue to be represented during City Council meetings.

Sincerely,

Kyle Area Youth Advisory Council



James Collins

Academics and Achievements

- Student at Jack C. Hays High School (August 2012 - Present)
- Earned a 4.8 GPA through rigorous coursework (99th percentile)
- Scored 32 on ACT Exam & maximum rating 12 on essay component (99th percentile) (April 2014)
- Awarded 3 Rebel Scholar recognitions
 - Outstanding Junior English and Science Scholar (May 2014)
 - Outstanding Sophomore English Scholar (April 2013)
- Enrolled in three Advanced Placement (AP) courses Junior year (August 2013-June 2014)
- Enrolled in ACC Early College Start Program for Communications (June 2013)
- Received maximum score of 5 on the AP Computer Science Exam (May 2013)

Extracurricular Activities

- **Texas Boys' State**, civics program of the American Legion (June 2014)
- **Kyle Area Youth Advisory Council (KAYAC)** (September 2013 - Present)
 - Honorary member of City of Kyle Planning and Zoning Commission
 - Vice Chair and Marketing Chair of KAYAC
 - Developed ordinance to ban sale of E-Cigarettes to minors
- **Leo Club and Math Club** (August 2013 - Present)
 - Volunteer work at concession stands, Race for the Cure, local festivals, Legend Oaks Retirement Home, and others
- **National Honor Society** (April 2013 - Present)
 - Vice President
- **UIL Literary Criticism** (August 2012 - Present)
 - 3rd Place Regional Team, District Team Champions (May 2014)
- **Student Council** (August 2012 - Present)
 - Vice President of Junior Class
 - Secretary of Sophomore Class
- **Band** (August 2011 - Present)
 - Drum Major for 2 years, conducted band at games and UIL functions
 - State-level Tenor Saxophone soloist, performed in TMEA Region Band twice
- **Boy Scouts of America** (March 2008 - Present)
 - Eagle Scout (August 2012)
 - Vigil Honor Member of the Order of the Arrow (May 2013)
 - Staff for National Youth Leadership Training Course (4 separate courses staffed, was Youth Director)

Experience

- **RW3 Technologies, Inc.**, Information Technology Intern (July 2014)
- **Giveback Merch LLC**, President (April 2014 - Present)
 - Founded Limited Liability Company
 - Oversees operations and development of products and merchandise
- **Freelance Web Programmer** (May 2009 - April 2014)
 - Developed donor recognition paver order form system for Clayworks Studio & Gallery
 - Programmed all-encompassing student and class data manager for KIS Education Center
- **Freelance Graphic Designer** (May 2009 - April 2014)



CITY OF KYLE, TEXAS

(Second Reading) Amendment to Impact Fees Ordinance

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation:

(Second Reading) An Ordinance of the City of Kyle, Texas, Amending the Code of Ordinances, Chapter 50, "Utilities," Article VI, "Impact Fees," Sec. 50-233(a), by adding a definition of "Redundant Meter"; Amending Sec. 50-261 of said Chapter to exempt redundant meters from payment of Impact Fees; Providing a severability clause; Providing repeal of conflicting ordinances; Finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; Providing an effective date; Making such other findings and provisions related hereto ~ *James Earp, Assistant City Manager*

Other Information:

Budget Information:

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

Attachments / click to download

 [ORDINANCE amending impact fees](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 50, "UTILITIES," ARTICLE VI, "IMPACT FEES," SEC. 50-233(a), BY ADDING A DEFINITION OF "REDUNDANT METER"; AMENDING SEC. 50-261 OF SAID CHAPTER TO EXEMPT REDUNDANT METERS FROM PAYMENT OF IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, the current ordinance governing impact fees periodically duplicates such fees to be paid by parties who install redundant water meters for the purpose of providing secondary, emergency back-up water; and,

WHEREAS, redundant water meters are commonly relied upon by medical and medical-allied facilities and utility providers; and,

WHEREAS, it is in the best interest of public safety, health and welfare to expedite the use of redundant water meters to vital facilities and providers by eliminating duplicate impact fees;

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

Section 1. The facts and findings recited hereinabove are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Chapter 50, Article VI, Division 1, Sec. 50-233(a) ("Definitions") of the Code of Ordinances of the City of Kyle shall be amended to read as follows:

"Sec. 50-233. Definitions.

Redundant meter means any secondary meter or meters required for the purpose of providing emergency or necessary water if and when the primary meter or meters should fail, but the total volume of the primary and redundant meters shall not exceed the maximum volume of the primary meter. This term includes the periodic use of a secondary meter or meters for the purpose of flushing, testing, or maintaining such secondary meter or meters."

Section 3. Sec. 50-261 of Chapter 50, "Exemption or waiver" Article VI, Division 2, of the Code of Ordinances of the City of Kyle shall be amended to read as follows:

"Sec. 50-261. Exemption or waiver.

(b) The owner, user or custodian of a redundant meter shall be exempted from payment of impact fees under this article on said meter. The owner, user or custodian of any meter determined by the city not to be a redundant meter as defined herein shall be required to

comply with this article, including the payment of impact fees on any meter determined not to be a redundant meter.

Section 4. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 5. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 6. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, TEX. GOV'T CODE, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon .

Section 7. This ordinance shall take effect from and after its final passage and publication as required by law .

PASSED AND APPROVED on First Reading this ____ day of July, 2014.

PASSED AND ADOPTED on Second Reading this ____ day of July, 2014.

THE CITY OF KYLE, TEXAS

BY:

R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

W. Ken Johnson, City Attorney



CITY OF KYLE, TEXAS

Approve Kyle Parkway Storage Site Plan

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Approve the site plan for Kyle Parkway Storage (SD-14-009), 4.296 acres, one lot located at 5141 Cromwell Drive, Kyle, Texas ~ *James Earp, Assistant City Manager*

Planning and Zoning Commission voted 7-0 to recommend approval.

Other Information: Please see attachments

Budget Information: N/A

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

Attachments / click to download

- [Site Plan](#)
 - [Landscape Plan](#)
 - [Landscape Plan](#)
 - [Property Location Map](#)
 - [Staff Report](#)
-

July 15, 2014

City Council

Site Development

Case Number: SD-14-009

**** Planning and Zoning Commission voted 7-0 to approve the site plan for Kyle Parkway Storage in Plum Creek.**

PROJECT NAME: Kyle Parkway Storage – Site Plan

OWNER/APPLICANT: Jeffrey S. Dallenbach, AIA on behalf of Mark Skeans

LOCATION: 5141 Cromwell Dr

AREA: 4.296 Acres

PROPOSED CITY COUNCIL DATE: July 15, 2014

SITE INFORMATION:

The property is part of Plum Creek Phase 1 Section 11C located at the end of the cul-de-sac off of Cromwell Drive. The area is currently zoned LI (Light Industrial) within the Plum Creek PUD.

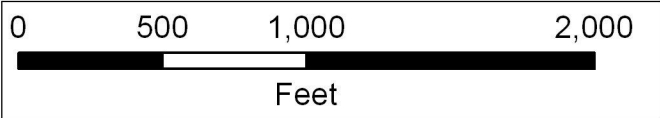
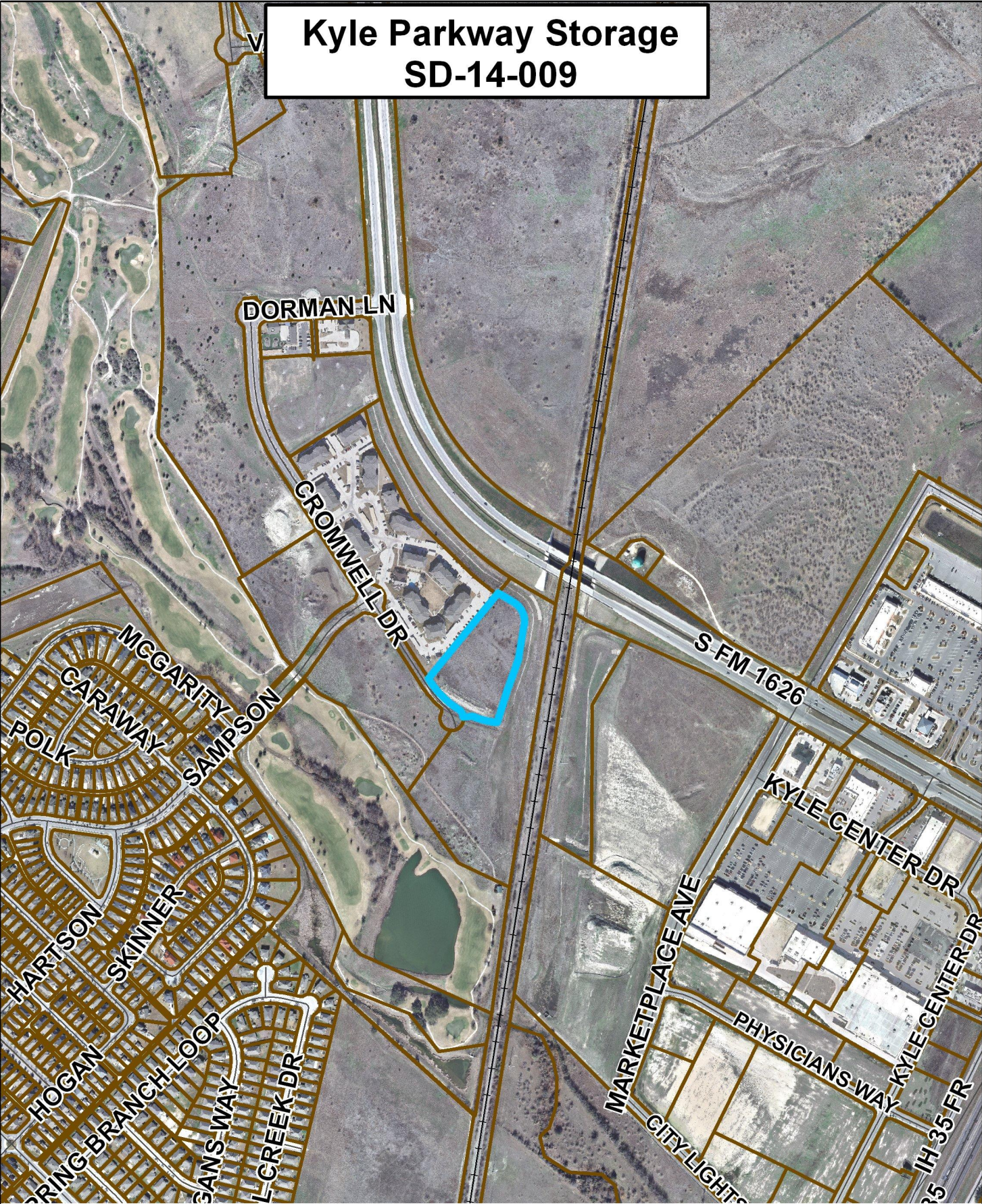
STAFF ANALYSIS:

The application is the first phase of the Kyle Parkway Storage facility and comprised of 6 buildings: 1 climate controlled, one-story building with an office and manager's apartment above the office, an additional climate controlled building that is one story and 4 ambient, one story buildings. The main building will have 7 mini offices available for rent. The property will have a 6' high wrought iron fence and exterior lighting for security. There will be one monument sign for the business among a landscaped backdrop.

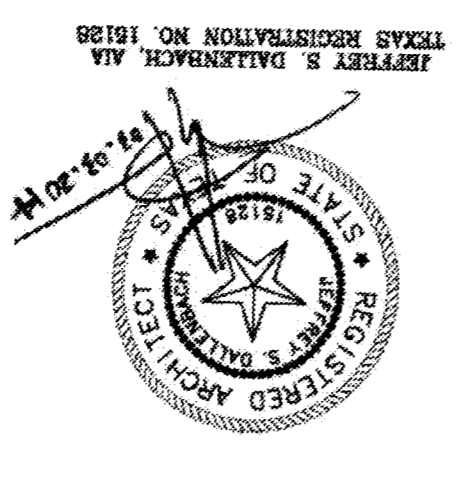
Water and wastewater service is provided by the City of Kyle from existing stubs to the property.

This plan complies with the Plum Creek Master Plan and will conform to the development standards of the LI zoning district.

Kyle Parkway Storage SD-14-009



 Parcel Lines
Item # 4



KYLE PARKWAY STORAGE

5141 CROMWELL DRIVE
KYLE, TEXAS 78640

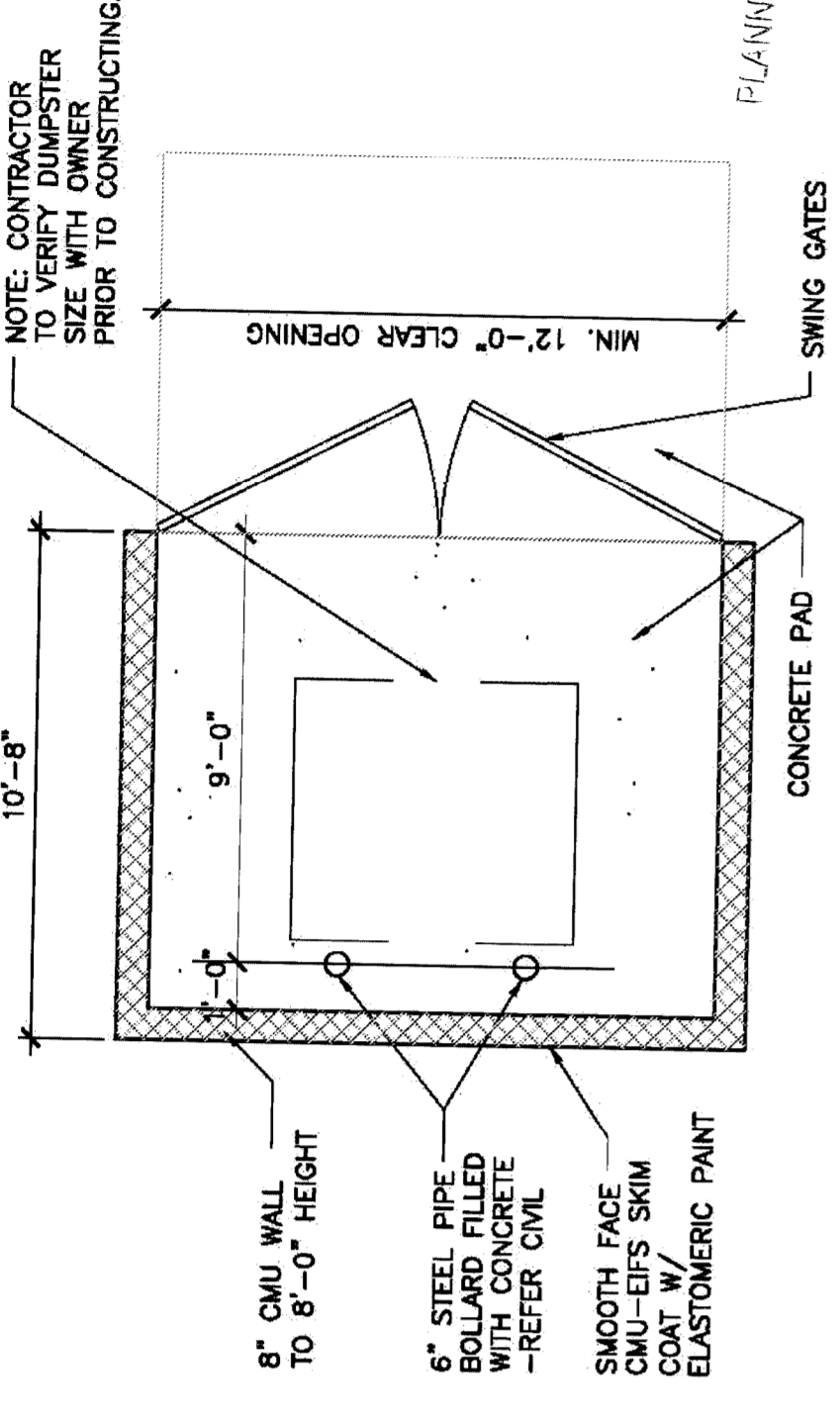
PROJECT NO. 1213
DATE: 03.03.14
DRAWN:
REVISIONS:

SITE PLAN

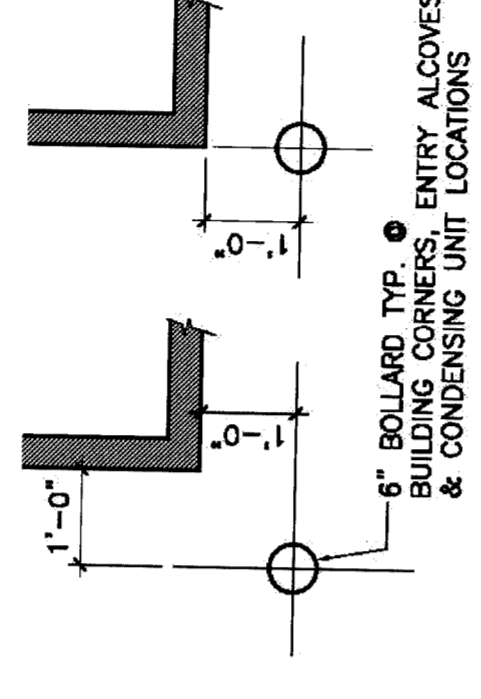
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SHEET NO.

CITY OF KYLE
APR 14 2014
PLANNING DEPARTMENT



3 DUMPSTER DETAIL
SCALE: 1/4" = 1'-0"



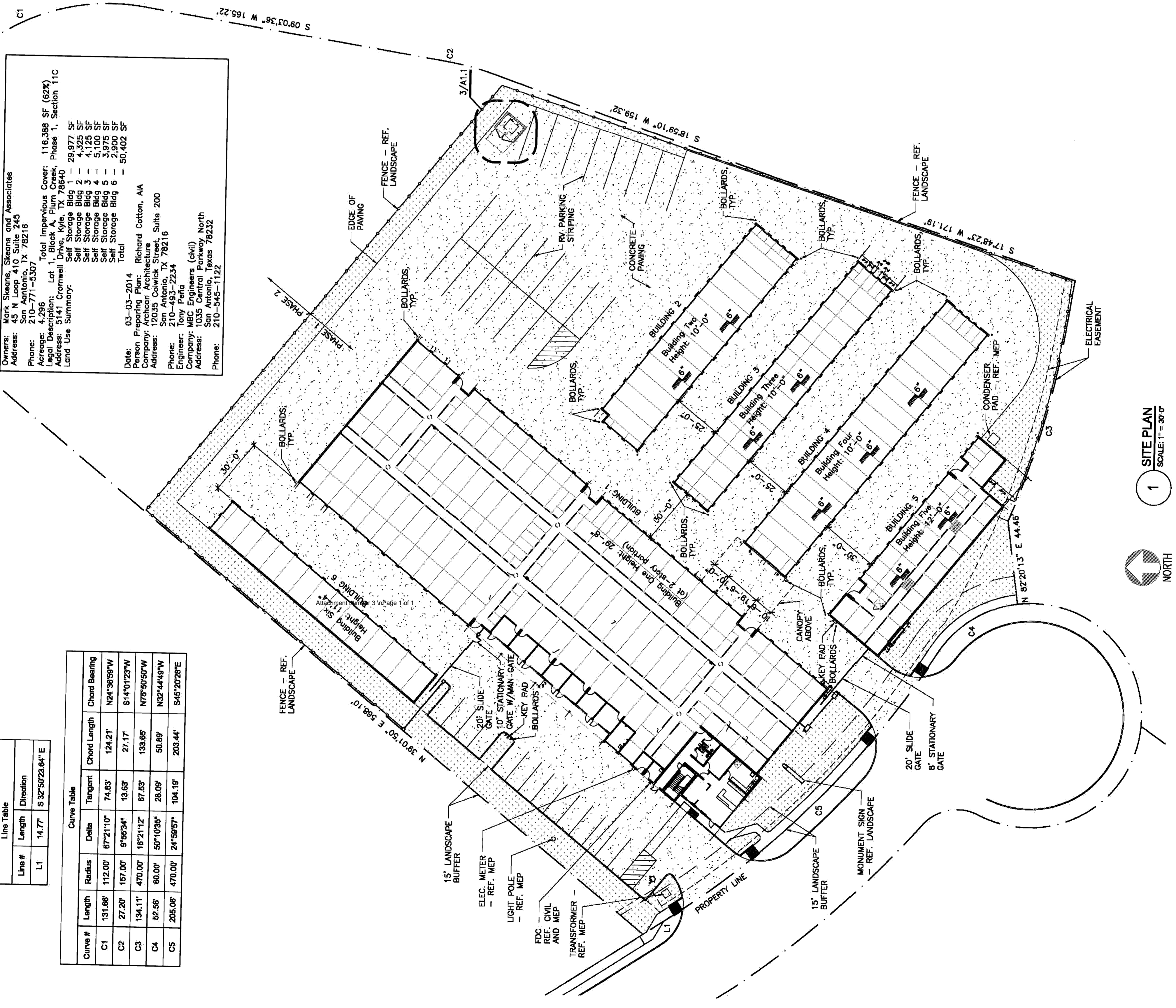
4 BOLLARD DETAIL
SCALE: 1/2" = 1'-0"

SITE PLAN LEGEND	
[Symbol]	BUFFERS/ EASEMENTS
[Symbol]	PROPERTY LINES
[Symbol]	6'-0" WROUGHT IRON FENCE
[Symbol]	CONCRETE PAVING -REF. CIVIL DRAWINGS
[Symbol]	LANDSCAPE AREA -REF. LANDSCAPE DRAWINGS
[Symbol]	6" STEEL PIPE BOLLARD -REF. DETAIL 4/A1.1
[Symbol]	4" STRIPES PAINTED ON PAVING AT 2'-0" O.C. -REF. CIVIL DRAWINGS

SITE PLAN NOTES	
1.	REFER CIVIL DRAWINGS FOR RECORDED PLAT/SURVEY FOR PROPERTY BOUNDARIES, EASEMENTS, SETBACKS, ETC. REPORT ANY DISCREPANCIES TO ARCHITECT PRIOR TO CONSTRUCTION.
2.	REFER CIVIL DRAWINGS FOR ALL DRIVE, PARKING, AND CURB LOCATIONS, DETAILS, AND DIMENSIONAL INFORMATION.
3.	REFER LANDSCAPE DRAWINGS FOR EXTENTS OF REQUIRED LANDSCAPING.
4.	PROVIDE CONCRETE FILLED STEEL TUBE BOLLARD AT BUILDING CORNERS AND BUILDING ENTRIES AT DRIVE AREAS -REF. DETAIL 4/A1.1 FOR LOCATION. -REF. CIVIL DRAWINGS FOR DETAIL.

PARKING CALCULATIONS:
 RENTAL OFFICE - 1608/1000 = 1.608 x 3.5 = 5.628, THUS 6 SPACES
 APARTMENT - 2 SPACES FOR ONE BEDROOM + .5 FOR EACH ADDITIONAL = 2.5, THUS 3 SPACES
 MINI-OFFICES - 1053/1000 = 1.053 x 3.5 = 3.6855, THUS 4 SPACES
TOTAL REQUIRED: 13 SPACES
TOTAL PARKING PROVIDED: 15 SPACES

Owners: Mark Skeans, Skeans and Associates
 Address: 45 N Loop 410 Suite 245
 San Antonio, TX 78216
 Phone: 210-771-5300
 Total Impervious Cover: 116,388 SF (62%)
 Legal Description: Lot 1, Block A, Plum Cove
 Address: 5141 Cromwell Drive, Kyle, TX 78640
 Land Use Summary:
 Self Storage Bldg 1 - 29,977 SF
 Self Storage Bldg 2 - 4,325 SF
 Self Storage Bldg 3 - 4,125 SF
 Self Storage Bldg 4 - 3,975 SF
 Self Storage Bldg 5 - 2,900 SF
 Self Storage Bldg 6 - 50,402 SF
 Total - 105,704 SF
 Date: 03-03-2014
 Person Preparing Plan: Richard Cotton, AIA
 Company: Archcon Architecture
 Address: 12035 Colwick Street, Suite 200
 San Antonio, TX 78216
 Phone: 210-493-2234
 Engineer: Jeffrey S. Dalzinger
 Company: MEC Engineers (Civil)
 Address: 1035 Central Parkway North
 San Antonio, Texas 78232
 Phone: 210-545-1122



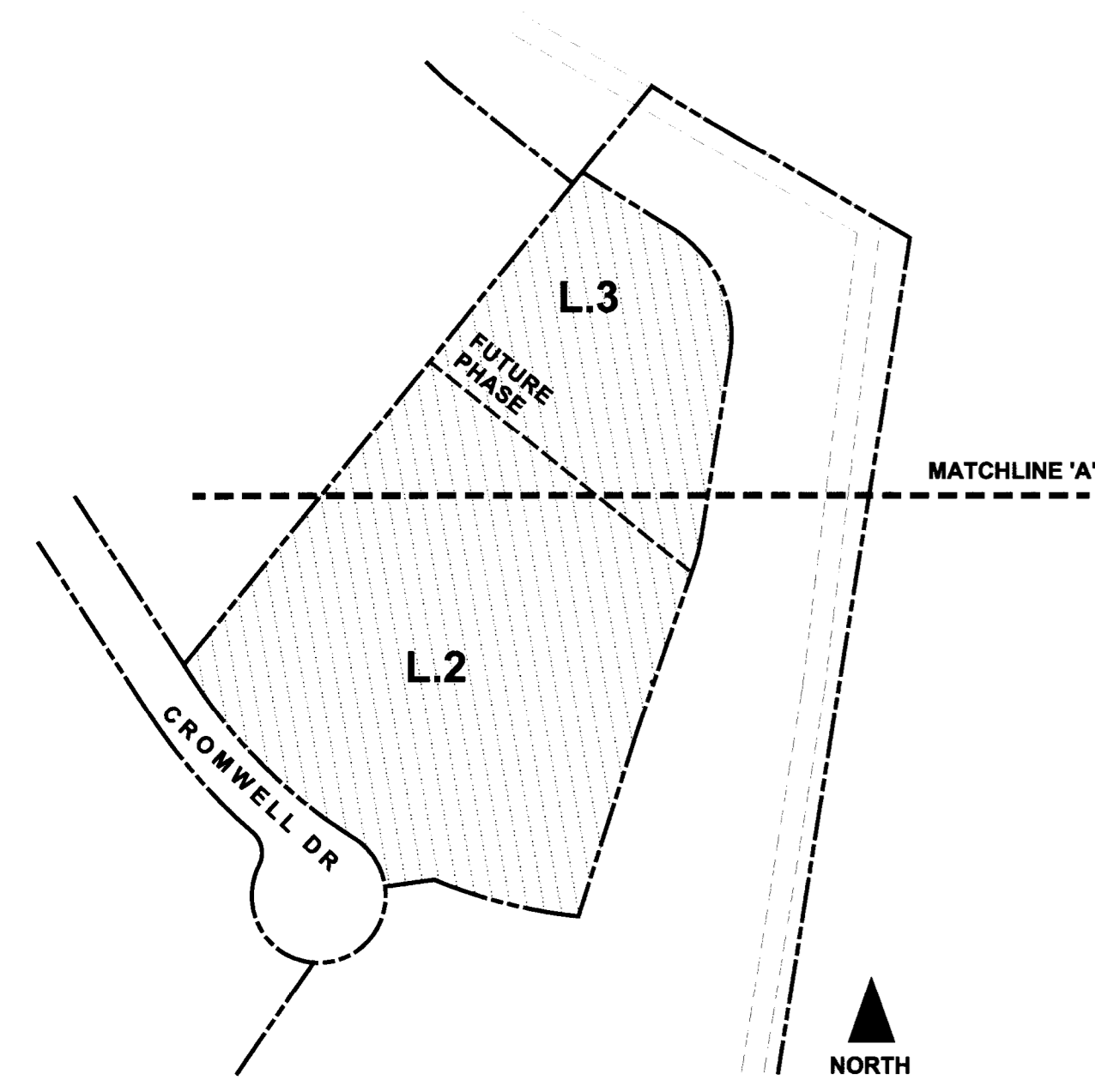
Line Table			
Line #	Length	Direction	
L1	14.77'	S 32°50'23.84" E	

Curve Table					
Curve #	Length	Radius	Delta	Tangent	Chord Bearing
C1	131.86'	112.00'	67°21'10"	74.83'	N24°36'59"W
C2	27.20'	157.00'	9°55'34"	13.63'	S14°0'12"W
C3	134.11'	470.00'	16°21'12"	87.83'	N75°50'50"W
C4	52.56'	60.00'	50°10'35"	28.06'	N22°44'49"W
C5	205.06'	470.00'	24°59'57"	104.19'	S45°20'28"E

1 SITE PLAN
SCALE: 1" = 30'-0"

Site Key

Not To Scale



Special Notes

General.
We would ask the Landscape Contractor take special care in reading the following notes. The Landscape Architect has taken special care to make sure that all plant material specified in the plan is accurately placed in a way that will provide a clean professional look when completed. We place special emphasis on the quality of planting and proper spacing to ensure that the project is acceptable upon completion, but will ultimately mature as the plan is envisioned. Spacing and material is imperative so that the property can be maintained as envisioned. Therefore, the following notes are important and require special attention.

- Planting shall be performed as per the plan, and not per the plant count. If the Landscape Contractor submits a bid based on the plant count shown on plans, he needs to ensure that he has accounted for all planting and work to be performed - NOT as per the plant list, as there may be discrepancies.
- All plant material shall be spaced as per specifications on plant list. In areas where rows, or triangular planting patterns are shown or specified, spacing shall be in accordance with the specified spacing. All ground cover shall be planted in a triangular spaced pattern. Any material installed not in accordance with spacing specifications will not be acceptable.
- Any material that is broken, damaged, or in any condition that is not a full, healthy, symmetrical plant will not be acceptable.
- There may be discrepancies of areas to be landscaped, between what is on the plan, and what is actually on the site. In these conditions, spacing will take precedent. Any spacing of plant material, other than what is specified, without approval of the landscape architect, will not be acceptable. Where additional materials may be required, the Landscape Contractor shall notify the General Contractor so that adjustments that are acceptable can be determined.
- Plant material specifications regarding actual size of plant shall take precedent over size of the container. Any planting that does not meet minimum size standards, without approval of the Landscape Architect, will not be acceptable. This is not an allowance for the Landscape Contractor to plant smaller containers if this meets the minimum requirement. The sizes are minimum standards only.
- All specimen materials, and trees shall be approved on the basis of photograph or actual review of the plant. All material shall be accepted on the basis of size of plant - not the size or condition of the container.
- In instances where B&B (ball and burlap) materials are specified, material may be container grown. However, all material shall be as specified for size of plant. Any planting that does not meet minimum size without approval of the landscape architect will not be acceptable.
- It is acceptable for the Landscape Contractor to store plant materials on-site, as agreed upon by General Contractor and Owner. However, all plant material remains the property of the landscape contractor until acceptance of the installed product. This does not relieve the Landscape Contractor of its obligation to install planting that meets the requirements of the specifications. Furthermore, the Owner does not take responsibility, or take acceptance of material that may be damaged on-site. This shall include physical damage, damage from drought or freeze, damage from weather or damage from other means beyond the Owner's control AND prior to acceptance by the Owner and Landscape Architect.
- All final acceptance shall be on the basis of installed product, and coordination of the final accepted approvals and conditions by the Landscape Architect.
- Please note specification of any edging material that may be specified. All specified edging shall be installed as per details. Any variance from the installation and specification will not be acceptable.
- Any adjustments to the planting specifications, quantities, materials or other requirements proposed on the plan, may be discussed prior to installation. Any alternatives to be proposed shall be made to the Landscape Architect / Owner for final approval.

Permit Notes

- There are no existing trees onsite.
- All final construction and materials shall adhere to minimum City of Kyle / Plum Creek regulations and ordinance.
- Street Trees placed within R.O.W. at average of every 40' on center at minimum 4" caliper.
- Per coordination with Debbie Guerra, the aesthetic, buffering, and environmental intent of the proposed landscape is met. No landscape table or calculations are required per the ordinance in regards to the 'Light Industrial' (L-1) site zoning. Proposed minimum tree and plan sizes meet or exceed city requirements.

General Notes

GENERAL

- Landscape Contractor shall familiarize himself with the Landscape Plan and Specifications and shall be responsible for the requirements dictated therein.
- Landscape Contractor shall familiarize himself with the location of all underground utilities and easements prior to the installation of any plant material.
- Landscaping shall be provided and installed in accordance with all requirements set forth by all applicable landscape ordinances.

GRADING, TOPSOIL, AND BACKFILL

- All final shaping and raking of the topsoil shall be approved by the Landscape Architect prior to application of Hydromulch or sod, shaping planting beds, installing trees and installing irrigation. Excessive slopes on berms which may cause maintenance problems shall be reviewed by the Landscape Architect.
- All topsoil shall be fine sandy loam, raked smooth to grade 2" below curbs, sidewalks, or edging.
- All areas requiring planting turf or hydromulch shall be fine sandy loam topsoil, to be approved by Landscape Architect. Topsoil shall be raked smooth of debris larger than 1" in diameter at surface. Soil reaction (ph) shall be 7.0 - 7.9.
- Fill material shall contain no oils, alkalis, rubbish or other deleterious materials. The ph shall be similar to the approved topsoil.
- Maintain grade levels. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments and mix thoroughly into upper 4" of topsoil.
- All backfill behind curbs, retaining walls, and other planting areas (as per site contractor), has to be filled to within 5" of finish grade. (Site Contractor shall deliver the site so 4" of topsoil can be added throughout).
- Soil Conditioner / Additives: Provide the following additives as soil conditioner. 'Fertile HydroStretch' soil amendment. Amendments shall be added as backfill for all shrubs, trees, and groundcovers. Applications shall be made as per manufacturer's specifications.
- Top of walls and grades shown on plans are not inclusive of a final grading plan, all final grades shall be coordinated with Civil Engineer.
- Landscape Contractor shall be responsible for all fine grading and coordination with General Contractor. Water shall flow along swales or sheet to the appropriate drainage way (refer to civil plans). There shall be no ponding of water on turf areas or planting beds. Positive drainage shall be provided away from all building foundations (min. slope 2%).
- The General Contractor shall allow for the installation of 4-1/2" of topsoil in turf areas and 8" of specified planting mix in groundcover and shrub areas to be supplied by the Landscape Contractor. All planting mix and topsoil shall be compacted sufficiently to prevent excessive settling of topsoil that may affect the finished grade or drainage.
- Berms shall be installed in 12" layers and compacted to 90% proctor. Berms not to exceed a 3:1 slope (unless otherwise noted).
- Fill material shall contain no oils, alkalis, rubbish or other deleterious materials. The pH shall be similar to the approved topsoil.

PLANT MATERIAL

- All quantities shown on plans to be verified by Landscape Contractor. Landscape Contractor shall be responsible for installing all labeled plant material.
- All plants must comply with the American Standards for Nursery Stock, by the American Association of Nurserymen, Inc.
- Landscape Contractor shall notify Landscape Architect with any questions regarding application of proposed plant material prior to installation, especially questions that may effect or alter the warranty of said material.
- Landscape Contractor shall maintain all trees, shrubs, groundcover and turf areas in a healthy state under the contract until planted and accepted by Landscape Architect or Owner.
- All container grown shrubs and groundcovers shall be healthy, vigorous, well-rooted and established in the container in which they are growing. Any material that has been graduated to a larger container and does not meet size requirement will not be approved.
- Plant material and structural landscape elements shown on this plan are schematic in design and are subject to change due to grading and site conditions. Any changes to be made because of site alterations shall be approved by Landscape Architect prior to planting.
- Final planting plan may increase sizes of some trees shown. Trees specified will be minimum size planted.
- In conditions where construction site components have been altered onsite and deviate from original plans, planting areas may have changed. In these areas, spacing of materials shall be maintained, quantities may be adjusted. In extreme conditions, the landscape design might change.

MULCH AND MATERIALS

- All beds to be mulched to a depth of 2" with shredded pine bark mulch or decomposed granite, whichever is specified. Submit sample to Landscape Architect prior to delivery and installation. Assume beds are mulch unless otherwise specified as Decomposed Granite or River Rock.
- No trees, shrubs, or groundcovers shall be dressed with mulch in decomposed granite planting beds. Assume all beds are decomposed granite unless otherwise noted.
- Contractor shall submit samples or photo of River Rock, Decomposed Granite, Boulders and Mulch (if applicable) to the Landscape Architect for approval.
- Assume all Sod and River Rock to be separated from decomposed granite or mulch beds with edger as specified.
- Provide splashpads at all downspouts. Place splashpad in rectangular gravel bed with 12" of gravel installed at end of splashpad. (Landscape Architect to provide detail).

Plant List (Quantities are Estimates; Contractor Responsible for Quantities and Tabulations)

QTY.	Key	Common Name	Botanical Name	Size	Container	Height	Spread	Remarks
3	CE	Cedar Elm	Ulmus crassifolia	4" Cal.	Container	10-12' Ht.	5-6'	Full, Symmetrical, Uniform Height and Spread 6" Minimum Clear Trunk
12	LO	Live Oak	Quercus virginiana	4" Cal.	Container	10-12' Ht.	6-8'	Full, Symmetrical, Uniform Height and Spread 6" Minimum Clear Trunk
5	ML	Texas Mountain Laurel	Sophora secundiflora		B&B	7-8' Ht.	7-8'	Full Symmetrical, Multi-Trunk (3-5 Trunks) Bush Form, Selective Prune at Base
7	CM	Crape Myrtle	Lagerstromia indica 'Basham's Party Pink'		36" Box	10-12' Ht.	5-6'	Full From Base to Top and Symmetrical 3-5 Cane Multi-Trunk; 4" Minimum Clear Trunk
1	BY	Beaked Yucca	Yucca rostrata		B&B or Container	6' Ht.	4'	Single Stem; Full and Symmetrical Foliage 3/4 Height of Stem
2	MF	Med. Fan Palm	Chamaerops humilis	30 Gal.	Container	5-6' Ht.	4-5'	Full and Symmetrical from Top to Base
11	CL	Coppertone Loquat	Eriobotrya "coppertone"	5 Gal.	Container	24" Ht.	20"	Full and Symmetrical; 42-48" o.c.
66	GC	Green Cloud Sage	Leucophyllum frutescens	5 Gal.	Container	30" Ht.	24"	Full and Symmetrical; 42"-48" o.c.
9	DW	Dwarf Wax Myrtle	Myrica pusilla	5 Gal.	Container	16" Ht.	16"	Full From Base to Top and Symmetrical; 36" o.c. Spacing
31	DY	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	5 Gal.	Container	12-14" Ht.	12"	Full and Symmetrical; 24" o.c.
35	SG	Salvia Greggii	Salvia greggii 'White' / 'Red' 'White' / 'Red' Mix	5 Gal.	Container	14" Ht.	14"	Full and Symmetrical; 36" o.c. Tri Spacing
4	ST	Soft Tip Yucca	Yucca pendulus 'soft tip'	5 Gal.	Container	14" Ht.	12"	Full and Symmetrical
883	AJ	Asiatica Jasmine	Trachelospermum	1 Gal.	Container			Full and symmetrical; 12" o.c. Tri. spacing
26	LA	Lantana "New Gold"	Lantana Camara 'New Gold'	1 Gal.	Container	8" Ht.	10"	Full and symmetrical; 18" o.c. Tri. spacing
27	SC	Seasonal Color		1 Gal.	Container			Full and Well Rooted; 12" o.c. Tri. spacing; Selected as per Season; Plant Full
	SOD	419 Tif Bermuda		S.Y.				90% Purity Cut Prior to Shipment and Installation
	BB	Epic Plastics: Bend-a-Board Edging		L.F.				1x4"; Dark Green if Available -or- Mondocino Redwood
	DG	Decomposed Granite						Color to be Approved by Landscape Architect Notes: Provide Erosion Control Fabric Beneath All DG per Fabricator's Specifications (To be Approved by L.A.)
	BR	River Rock						2"-2.5" Smooth Black River Stone Notes: Provide Erosion Control Fabric Beneath All BR and Drainage Areas per Fabricator's Specifications. (To be Approved by L.A.)
	RR	River Rock						Type: Smooth, 'Cripple Creek River Rock', 4-6" Mix Earth Tone Brown Colors Notes: Provide Erosion Control Fabric Beneath All BR and Drainage Areas per Fabricator's Specifications. (To be Approved by L.A.)



SAGE GROUP, INC.
LANDSCAPE ARCHITECTURE
MASTER PLANNING
SITE PLANNING
6106 BROADWAY
SAN ANTONIO, TX 78216
TEL 210.493.3747
FAX 210.493.3749



KYLE PARKWAY
STORAGE
5141 GROMWELL DRIVE
KYLE, TEXAS 78640

PROJECT NO. 13038

DATE: 03.03.14

REVISIONS: P&Z COMMENTS 06.03.14

DRAWN: ABD

REVISIONS:

PERMIT SET

LANDSCAPE NOTES & INVENTORY

SHEET NO.

L. 1



CITY OF KYLE, TEXAS

Approve Change Order from Spawglass Construction for Train Depot

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Approve a change order from SPAWGLASS CONSTRUCTION CORPORATION, Austin, Texas, in an amount not to exceed \$4,320.00, to increase the quantity of work to be performed, by providing consulting services for the asbestos abatement of the first-floor area of Kyle Historic Train Depot. ~ *Jerry Hendrix, Chief of Staff*

Other Information:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Kyle Historic Train Depot Proposal](#)
 - [Fiscal Note](#)
-



June 24, 2014

SpawGlass Construction Corporation
1111 Smith Road
Austin, Texas 78721

Attention: Mr. Mark Harrington

Telephone: (512) 719-5251
Mobile: (512) 848-4135
e-mail: mark.harrington@spawglass.com

Re: Asbestos Consulting Services
Kyle Historic Train Depot – Abatement of 1st Floor Areas
104 North Front Street, Kyle, Texas 78640
Terracon Proposal No. P96140763

Mr. Harrington:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos, consulting services for the asbestos abatement phase of the project at the above referenced location. The scope of services is intended to meet state and federal requirements for asbestos abatement projects conducted prior to renovation or demolition operations of public buildings.

Terracon has previously provided sampling services to identify asbestos-containing and/or lead-based paint materials present on the interior and exterior portions of the building. We have also been involved in an asbestos abatement project conducted primarily in the 2nd Floor area of the building which was previously removed. We understand the currently proposed project will involve the removal of all the remaining asbestos-containing drywall construction associated with the 1st Floor areas of the building prior to additional renovation.

Terracon proposes to utilize the data obtained from the existing asbestos inspections to update the asbestos abatement design documents (plans and specifications) prepared for the previous phase of abatement, provide air monitoring/inspection services during abatement, and prepare project closeout documents following abatement operations as part of the asbestos abatement-related scope of work in this proposal.

PROPOSED SCOPE OF SERVICES

Task 1 - Asbestos Abatement Design

Terracon will conduct a brief site visit to review current site conditions and update the existing site specific set of asbestos abatement plans and specifications for the removal and disposal of the identified ACM from the above referenced location. The specifications will be prepared by a

Terracon Consultants, Inc. 5307 Industrial Oaks Blvd., Suite 160 Austin, Texas 78735 Registration No. F-3272

P [512] 442 1122 F [512] 442 1181 terracon.com

Item # 5



TDSHS licensed Individual Asbestos Consultant in accordance with current local, state and federal regulations. Three (3) copies of the documents will be provided to the Client and the abatement contractor selected for abatement work. The specifications will define abatement practices, procedures and inspection protocols.

Task 2 - Project Implementation

Terracon will provide a licensed Asbestos Consultant and Technicians, who will be available for periodic inspections and air sampling throughout the duration of the removal project. The Asbestos Consultant will coordinate operations with and for the Client and provide abatement project management for the duration of the project. Terracon will also review all pre-job submittals pertaining to asbestos abatement prior to the beginning of the project. Critical visual inspections conducted prior to the start of work and at the completion of abatement prior to encapsulation, will be conducted by the Asbestos Consultant or a qualified project manager delegated by the Asbestos Consultant. Air monitoring will be conducted during the abatement activities. The air samples collected during the work periods will be analyzed on-site or off-site by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

Task 3 - Final Project Documentation

Once the project is completed, Terracon will prepare a final project report and provide two (2) copies to the Client. The final project report will include a description of the project, asbestos air monitoring results, and a review of the abatement contractor's documentation. Review of the abatement contractor's documentation will include waste disposal manifests, worker documentation, OSHA monitoring results, and all project submittals.

PROJECT BUDGET

The project budget is based on the anticipated scope of work as outlined above. Task 3 is presented as a Lump Sum charge, and the remaining tasks are presented as Time and Material charges. The following is an estimate based upon available data and will not be exceeded without Client approval.

- **Task 1 – Asbestos Abatement Design Documents**
 Abatement Design Documents (Lump Sum) \$ 500.00

- **Task 2 – Project Implementation**
 On-site Inspection/Air Monitoring (includes
 collection and analysis of up to ten PCM air samples/day
 and collection of any necessary lead samples),
 \$75.00/hour (estimate 40.0 hours) \$ 3,000.00

Asbestos Consulting Services
 Historic Kyle Depot
 June 24, 2014
 Page 3



Asbestos Abatement Project Management (includes preparation of TDSHS notification, report review and other project related work),
 \$125.00/hour (estimate 2.0 hours) \$ 250.00

- **Task 4 - Final Project Documentation**
 Report Preparation, \$95.00/hour (estimate 6.0 hours) \$ 570.00
Estimated Project Consulting Costs: \$ 4,320.00

The Client should also be aware that TDSHS will assess notification fees based on the quantity of asbestos removed. The fee for this project will be \$30.00 per Asbestos Reporting Unit (ARU) with a maximum fee of \$3,300.00. An ARU is 160 square feet or 260 linear feet of ACM. **The notification fee for this abatement project is estimated to be \$200.00.**

Terracon's invoice will be submitted to the Client upon completion of the proposed services. **If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of hours necessary which will increase the cost of the project, you will be contacted for discussion and approval of such changes before we proceed.**

SCHEDULE

Terracon is prepared to schedule this work upon receipt of an executed copy of the attached Agreement for Services. The on-site inspection and sample collection will require approximately one working day to complete. The laboratory analysis of the samples will require approximately three to five additional working days. A verbal report of the analysis results can be given to the Client if requested and the completed inspection report will be delivered to the Client within ten working days of receipt of laboratory analysis results. If a more rapid turnaround time is required, please contact our office so that we can discuss alternatives to perform the project on an accelerated basis.

The asbestos abatement design documents can be developed in a period of five working days following receipt of the asbestos analytical data if the overall scope of the project has been finalized. If necessary, Terracon will delay development of the documents to best reflect the actual scope of abatement necessary on the project.

CONDITIONS

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment.

Asbestos Consulting Services
Historic Kyle Depot
June 24, 2014
Page 4



- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the building layout such as a scaled Architect's drawing or construction drawings (if available) will be provided to Terracon prior to site mobilization.

GENERAL COMMENTS

The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the Client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be asbestos or lead free.

This proposal has been prepared for SpawGlass Construction Corporation. The report prepared as part of the services herein shall be for the exclusive use and reliance of SpawGlass Construction Corporation and shall not be conveyed to third parties without prior written authorization from them and Terracon.

This project will be conducted under the Terms and Conditions of the Agreement in place (Terracon Proposal P96120446) between the Client and Terracon dated April 20, 2012, and will commence with your authorizing signature below. The Terms and Conditions of the Agreement already in-place, this Proposal for Services, and accompanying limitations shall constitute the exclusive services to be performed for this project. Terracon's total fee is due within thirty (30) days following receipt of invoice. This proposal is valid only if authorized within thirty (30) days from the proposal date. In order to comply with the discussed proposed schedule, a fully executed agreement is required at the time of notification to proceed.

Asbestos Consulting Services
Historic Kyle Depot
June 24, 2014
Page 5



We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please call.

Sincerely,

Terracon Consultants, Inc.

Richard Ian Howes
Individual Asbestos Consultant
TDH License No.: 10-5406
rihowes@terracon.com

Hilary D. Johns, P.G.
Manager of Environmental Services
Austin
hdjohns@terracon.com

NOTICE TO PROCEED

The above-referenced Proposal and Agreement are understood and accepted by signature below.

Client: **SpawGlass Construction Corporation**

Signed by: _____ Title: _____

Printed name: _____ Date: _____

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:
CONTACT CITY DEPARTMENT:
CONTACT CITY STAFF:

July 15, 2014
Office of the City Manager
Jerry Hendrix
Chief of Staff

SUBJECT:

Approve a change order from SPAWGLASS CONSTRUCTION CORPORATION, Austin, Texas, in an amount not to exceed \$4,320.00, to increase the quantity of work to be performed, by providing consulting services for the asbestos abatement of the first-floor area of Kyle Historic Train Depot.

CURRENT YEAR FISCAL IMPACT:

This Change Order to a construction contract with SPAWGLASS CONTRACTORS, INC., will require expenditure of funds from accumulated donations as follows.

1. City Department:	Office of the City Manager
2. Project Name:	Train Depot Restoration - Asbestos Abatement
3. Funding Source:	Train Depot Donation Fund
4. Budget/Accounting Code(s):	412-675-57222
5. Total Appropriations:	\$ 619,550.00
6. Unencumbered Balance:	\$ 326,947.70
7. Amount of This Action:	\$ (4,320.00)
8. Remaining Balance:	\$ <u>322,627.70</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Change Order will be provided from accumulated donations received for the Train Depot Restoration Project.

ADDITIONAL INFORMATION/COUNCIL ACTION:

- On March 20, 2012, City Council authorized construction contract to SPAWGLASS CONTRACTORS, INC., in an amount not to exceed \$222,225.00 for Phase I restoration services for the Historic Train Depot.
- On June 5, 2012, City Council authorized Change Order No. 1 to the construction contract with SPAWGLASS CONTRACTORS, INC., in the amount of \$10,261.00 and increasing the total contract amount to \$232,486.00 for Phase I services.

- On September 4, 2012, City Council authorized construction contract award to SPAWGLASS CONTRACTORS, INC., in an amount not to exceed \$172,746.00 for Phase II restoration services for the Historic Train Depot.
- On March 19, 2013, City Council approved Change Orders #1 & #2 to the construction contract for SPAWGLASS CONTRACTORS, INC., of Austin, Texas, in the amount of \$3,490.00 for a total contract amount of \$176,236.00 for the construction of Phase II of the Historical Kyle Depot.
- On June 3, 2014, City Council authorized the City Manager to accept a change order to a contract with SPAWGLASS CONTRACTORS, INC., Austin, Texas, in an amount not to exceed \$26,546.00 for purposes of asbestos abatement and demolition as part of the Train Depot Restoration project.

 7/8/2014

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Meeting Date: 7/15/2014
Date time: 7:00 PM

Approve Purchase of Laptop Computer for Municipal Court

Subject/Recommendation: Approve the purchase of one Apple MacBook Pro laptop computer in an amount not to exceed \$1,920.52 from SOUTHERN COMPUTER WAREHOUSE, Marietta, Georgia, for work-related use by the City Attorney (Prosecutor) in Municipal Court proceedings and other city business. ~*Robert Olvera, IT Systems Administrator*

Other Information:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [SCW quote Macbook pro](#)
 - [MacBook quotes](#)
 - [Fiscal Note](#)
-

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Apple MacBook Pro with Retina display

Core i7 2 GHz - OS X 10.9 Mavericks - 8 GB RAM - 256 GB flash storage - 15.4" 2880 x 1800 - Intel Iris Pro Graphics - 802.11ac - keyboard: English

Manufacturer: Apple

Part #: ME293LL/A

UNSPSC Code: N/A

UPC: [0885909742639](#)

Sell Price:
\$1,803.62

In Stock: 1,239

Order Qty:

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Specifications

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Main Specifications

Product Description	Apple MacBook Pro with Retina display - 15.4" - Core i7 - OS X 10.9 Mavericks - 8 GB RAM - 256 GB flash storage
System Type	Notebook
Operating System	OS X 10.9 Mavericks
Processor	Intel Core i7 (4th Gen) 2 GHz (3.2 GHz) / 6 MB Cache
Memory	8 GB DDR3L
Storage	256 GB flash storage
Display	15.4" LED backlight 2880 x 1800
Graphics	Intel Iris Pro Graphics
Networking	Bluetooth 4.0, 802.11ac
Battery	Up to 8 hours
Dimensions (WxDxH)	14.1 in x 9.7 in x 0.7 in
Weight	4.5 lbs
Localization	English / United States
Environmental Standards	ENERGY STAR Qualified , EPEAT Gold
Manufacturer Warranty	1 year warranty

General

System Type	Notebook
Operating System	Apple OS X 10.9 Mavericks

Item # 6

Processor / Chipset

CPU	Intel Core i7 (4th Gen) 2 GHz
Max Turbo Speed	3.2 GHz
Number of Cores	Quad-Core
Cache	L3 - 6 MB
64-bit Computing	Yes
Features	Integrated memory controller, Intel Turbo Boost Technology 2.0

Memory

RAM	8 GB (provided memory is soldered)
Technology	DDR3L SDRAM
Speed	1600 MHz

Storage

Main Storage	256 GB flash storage
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Display

Type	15.4" - IPS
LCD Backlight Technology	LED backlight
Resolution	2880 x 1800
Widescreen	Yes

Audio & Video

Graphics Processor	Intel Iris Pro Graphics
Camera	Integrated webcam
Capture Resolutions	1280 x 720
Sound	Stereo speakers , two microphones

Input

Type	Trackpad, backlit keyboard
Keyboard Layout	English
Features	Multi-touch touchpad, ambient light sensor

Communications

Wireless	Bluetooth 4.0, 802.11ac
----------	-------------------------

Battery

Technology	Lithium polymer
Capacity	95 Wh
Run Time	Up to 8 hours

AC Adapter

Input AC 120/230 V (50/60 Hz)
Output 85 Watt

Connections & Expansion

Interfaces 2 x USB 3.0
2 x Thunderbolt 2
HDMI
Headphone output

Memory Card Reader Yes (SDXC Card)

Software

Software Included Drivers & Utilities, Apple QuickTime, Apple iTunes, Apple Mac OS X Mail, Apple Mac OS X Chess, Apple iMovie, Apple DVD Player, Apple Safari, Apple GarageBand, Apple Dashboard, Photo Booth, Apple Time Machine, Apple Mac App Store, Apple FaceTime, Apple Automator, Apple Launchpad, Apple Mission Control, Apple Preview, Apple Calculator, Apple Dictionary, Apple Image Capture, Apple Stickies, Apple TextEdit, Apple System Preferences, Maps, Reminders, Contacts, Notes, Calendar, Apple AirDrop, Notification Center, Messages, Dictation, iCloud, Game Center, Apple AirPlay, Apple Font Book, Apple iBooks, Apple Keynote, Apple Pages, Apple Numbers

Miscellaneous

Case Material Aluminum
Localization English / United States

Dimensions & Weight

Width 14.1 in
Depth 9.7 in
Height 0.7 in
Weight 4.5 lbs

Environmental Standards

EPEAT Compliant EPEAT Gold
ENERGY STAR Qualified Yes

Manufacturer Warranty

Service & Support 1 year warranty
Service & Support Details Limited warranty - 1 year
Technical support - phone consulting - 90 days

Environmental Parameters

Min Operating Temperature 50 °F
Max Operating Temperature 95 °F

Humidity
Range
Operating 0 - 90% (non-condensing)



Grace Nino <gracenino@cityofkyle.com>

need for fiscal note -I added the below item to July 15 agenda

Robert Olvera <rolvera@cityofkyle.com>

Thu, Jul 3, 2014 at 10:00 AM

To: Perwez Moheet <pmoheet@cityofkyle.com>

Cc: Ken Johnson <kjohnson@cityofkyle.com>, Andrew Cable <acable@cityofkyle.com>, Martha Rose <mrose@cityofkyle.com>, Grace Nino <gracenino@cityofkyle.com>, Amelia Sanchez <asanchez@cityofkyle.com>

Here are the 3 quotes from different retailers. CDWG is one of the retailers we purchase through regularly besides SCW.

I recommend we purchase the MacBook Pro from SCW. These are all identical specs.

Thanks,
Robert

The screenshot shows the CDW website interface. At the top, there is a navigation bar with 'Products', 'Solutions & Services', and 'Account Center'. Below this is a search bar and a secondary navigation bar with categories like 'Hardware', 'Software', 'Brands', 'Best Deals', 'Product Finders', and 'Favorites'. The main content area displays the product 'Apple MacBook Pro with Retina display - 15.4" - Core i7 - OS X 10.9 Mavericks'. The product image shows a silver laptop with a blue abstract screen. To the right of the image are five stars and a 'Write a review' link. Below the image is a list of specifications: Core i7 2 GHz, OS X 10.9 Mavericks, 8 GB RAM, 256 GB flash storage, 15.4" wide 2880 x 1800, Intel Iris Pro Graphics, 802.11ac, and keyboard: English. On the right side of the product page, there is a pricing section showing 'Availability: In Stock', a price of '\$1,999.99' (Advertised Price), and a 'Lease Option (\$62.40 /month)'. Below this is a 'Recommended Warranty' section for 'AppleCare 3YR MBP15"/17" - AUTO-ENROLL' priced at '\$309.99' (Advertised Price). At the bottom of the pricing section is a 'Recommended Service' for 'CDW HARDWARE INSTALLED ON DESKTOP/NOTEBOOK/PRINTER' priced at '\$17.99' (Advertised Price). An 'Add All Items To Cart' button is located at the bottom right of the product page.

Item # 6

Apple Store

Need help? Just ask. | Account | Cart

Items in Your Cart

15-inch MacBook Pro with Retina display \$2,099.00 **\$2,099.00**

Available to ship: 1-3 business days [Remove](#) | [Save](#)
Part number: ZOPT

<p>Hardware</p> <ul style="list-style-type: none"> • 2.3GHz Quad-core Intel Core i7, Turbo Boost up to 3.5GHz • 8GB 1600MHz DDR3L SDRAM • 256GB PCIe-based Flash Storage • Intel Iris Pro Graphics • Backlit Keyboard (English) & User's Guide • Accessory Kit <p><input type="checkbox"/> This is a gift </p>	<p>Software</p> <ul style="list-style-type: none"> • Pages, Numbers, Keynote • iPhoto, iMovie, GarageBand • OS X
---	--

6, 12, or 18 month special financing
Cart subtotal \$2,099.00
Free Shipping \$0.00
 ? **Estimated Tax** [Calculate](#)

Total \$2,099.00

[Continue Shopping](#) | [Save Cart](#) | [Chat Now](#) | [Check Out](#)

Thanks,

Robert Olvera
 Systems Administrator
 City of Kyle
robert@cityofkyle.com
 c. 512-878-9184

On Thu, Jul 3, 2014 at 8:42 AM, Pervez Moheet <pmoheet@cityofkyle.com> wrote:
 [Quoted text hidden]

SCW quote Macbook pro.pdf
 92K

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Information Technology
 CONTACT CITY STAFF: Robert Olvera
 IT Systems Administrator

SUBJECT:

Approve the purchase of one Apple MacBook Pro laptop computer in an amount not to exceed \$1,920.52 from SOUTHERN COMPUTER WAREHOUSE, Marietta, Georgia, for work-related use by the City Attorney (Prosecutor) in Municipal Court proceedings and other city business.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to SOUTHERN COMPUTER WAREHOUSE will require expenditure of funds from the FY 2013-14 approved budget of the Court Technology Fund as follows:

1. City Department:	Information Technology
2. Project Name:	Purchase Laptop
3. Budget/Accounting Code(s):	133-533-52214 & 52215
4. Funding Source:	Court Technology Fund
5. Current Appropriation:	\$ 8,465.00
6. Unencumbered Balance:	\$ 3,136.00
7. Amount of This Action:	<u>\$ (1,920.52)</u>
8. Remaining Balance:	<u>\$ 1,215.48</u>

FUNDING SOURCE OF THIS ACTION:

The funding for this Purchase Order will be provided from the FY 2013-14 approved budget of the Court Technology Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/3/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Approve Purchase of three (3)
Data911 M7 systems for police
vehicles

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Approve the purchase of three (3) Data911 M7 systems from DATA911, Alameda, CA, in an amount not to exceed \$30,006.50, to be installed in the three (3) recently acquired 2014 Chevrolet Tahoe Police Pursuit Vehicles for the Police Department. ~ *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

 [Data911](#)

 [Fiscal Note](#)



KYLE POLICE DEPARTMENT

111 N. Front Street
Kyle, Texas 78640
512.268.0859

To: Jeff Barnett, Chief of Police
From: Walt Tallant, Community Services/ Professional Standards
Ref: Data911 All in One Computer/ Camera System

We are requesting to purchase three (3) Data911 M7 systems. These systems will be purchased with tax note funds for the three (3) 2014 Chevy Tahoe Police Vehicles. Data911 is the sole source manufacturer and provider of this system.

M7 System with Verus HD Video	\$10,002.17 Each	Total \$30,006.50
-------------------------------	------------------	-------------------



2021 Challenger Dr.
Alameda, Ca. 94501

Quote Number:	103975
Printed Date:	04 Jun 2014
Ship Method:	
Assigned To:	Melissa Lee

Invoice to:
Tracy Vrana
Kyle Police Dept (TX)
300 West Center Street
Kyle TX 78640
United States

Deliver to:
Tracy Vrana
Kyle Police Dept (TX)
300 West Center Street
Kyle TX 78640
United States

Qty	Part Number	Item Description	Unit Price	Ext Price
3.00	M7S30082	M7 System; Core i7 Processor, 8GB RAM, 12.1 Capacitive Touchscreen (1500 NIT) Display, Standard Keyboard, 36 Month Warranty - Expansion: WiFi, GPS - Storage: 64GB SSD - Operating System: Windows 7 (64 BIT) - Mount: Universal Mount	\$5,270.0000	\$15,810.00
3.00	AT99999	Wifi/GPS antenna	\$97.0000	\$291.00
3.00	VXS11002	Verus Recorder System; Standard Two Camera Package, 900Mhz Wireless Mic, Wired Mic, 36 Month Warranty - Antenna: Standard	\$4,495.5000	\$13,486.50
3.00	CR99999	M7 System & Verus HD Video System Special Package Discount	\$-1,300.0000	\$-3,900.00
3.00	MT99999	Havis mounting solution for Tahoes	\$650.0000	\$1,950.00
1.00	LB10842	Installation Training and Server set up (included)	\$2,000.0000	\$2,000.00
3.00	SH00005	Shipping - For Product: Video System - Method: Ground	\$39.0000	\$117.00
3.00	SH00006	Shipping - For Product: Data System - Method: Ground	\$59.0000	\$177.00
3.00	SH00002	Shipping - For Product: Medium Parts - Method: Ground	\$25.0000	\$75.00
			Subtotal	\$30006.50
			Out of State @ 0%	\$0.00
			USA: NC; Ashe County @ 6.75%	\$0.00
			Total	\$30006.50
			Paid to date	\$0.00

Remit Purchase Order To:
Data911
2021 Challenger Dr.
Alameda, Ca. 94501
sales@data911.com
F: (510) 865-9090

Item # 7

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Police Department
 CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT:

Approve the purchase of three (3) Data911 M7 systems from DATA911, Alameda, CA, in an amount not to exceed \$30,006.50, to be installed in the three (3) recently acquired 2014 Chevrolet Tahoe Police Pursuit Vehicles for the Police Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to DATA911 will require expenditure of funds from the 2014 Tax Notes authorized by the City Council as follows:


1. City Department:	Police Department
2. Project Name:	All-in-One Computer/Camera System For Three New Chevrolet Tahoe PPVs
3. Budget/Accounting Code(s):	190-151-57123
4. Funding Source:	2014 Tax Notes Fund
5. Current Appropriation:	\$ 225,000.00
6. Unencumbered Balance:	\$ 69,036.97
7. Amount of This Action:	<u>\$(30,006.50)</u>
8. Remaining Balance:	<u>\$ 39,030.47</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the proceeds of the 2014 Tax Notes issued by the City of Kyle.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/3/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Award Bid for Three (3) Remington 870 Shotguns

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Award a bid in an amount not to exceed \$1,521.42 to BAILEY'S FIREARM'S COUNTRY, Houston, TX, lowest and most responsible bidder, for the purchase of three (3) Remington Police 870 Shotguns for the three (3) recently acquired 2014 Chevrolet Police Tahoes for the Police Department. ~ *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

[Remington 870](#)

[Fiscal Note](#)



KYLE POLICE DEPARTMENT

111 N. Front Street
 Kyle, Texas 78640
 512.268.0859

To: Jeff Barnett, Chief of Police

From: Walt Tallant, Community Services/ Professional Standards

Ref: Remington 870 Shotgun purchase for 2014 Chevy Police Vehicles

We are requesting to purchase three (3) Remington Police 870 Shotguns. Tax note funds will be used to purchase these shotguns for the 2014 Chevy Police Tahoes.

Remington 870 #24421

• Bailey's Firearm's Country	\$507.14 Each	Total \$1,521.42
• RSR Group	\$549.00	Total \$1,647.00
• GT Distributors	\$599.85	Total \$1,799.55

Based on the three (3) quotes Bailey's Firearms Country provided the lowest quote with in stock weapons.

3526 BLUEBONNET DRIVE
 HOUSTON, TEXAS 77053
 713-433-2475 FAX: 713-434-9734

Attachment number 1 of Page 2

 DATE: 6-26-14
 TERMS: _____
 DELIVERY: _____
 PREPAID: _____ COLLECT: _____
 QUOTE FIRMED: _____
 PHONE: 512-268-0859
 FAX: 512-268-2330

NAME: Kyle Police Department
 ADDRESS: _____
 ATTENTION: Walt Tallent #743

QUANTITY	STOCK NO.	DESCRIPTION	PRICE	AMOUNT
1. 3	24421	Remington 870 Police 12 GA 18" Barrel	507 14	1521 40
2.		2 Shot extension rifle sights		
3.				
4.				
5.				
6.				
7.				
8.				
9.				
0.				
1.				
2.				
3.				
4.				
5.				

SPECIAL INSTRUCTIONS: Guns are in stock
sorry for the wait
the paper work got mixed
up with something else

TOTAL: _____

QUOTED BY: BJ Bailey
 SIGNATURE: [Signature]

SPECIALIZING IN LAW ENFORCEMENT EQUIPMENT

Item # 8

Jun. 26 2014 05:43PM P1

FAX NO.: 7134349734

FROM: BAILEY'S HOUSE OF GUNS

P.001

7134349734

17:45

06/26/2014

RX Date/Time



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0075138
Date	4/29/2014
Page:	1

Bill To:

Kyle Police Department (TX)
PO Box 40
Attn: Accounts Payable/Laura Hernandez
Kyle TX 78640

Ship To:

Kyle Police Department (TX)
111 N. Front Street
Attn: Walt Tallant
Kyle TX 78640

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	000814	BF	FACTORY DIRECT	NET 15	0/0/0000	1,159,815
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
3	RA-4421	Remington 12ga 18" RS W-Ext 7 shot	EA	\$599.85	\$1,799.55	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, your salesman was Adam Balak

Subtotal	\$1,799.55
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$1,799.55

Item # 8

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Police Department
 CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT:

Award a bid in an amount not to exceed \$1,521.42 to BAILEY'S FIREARM'S COUNTRY, Houston, TX, lowest and most responsible bidder, for the purchase of three (3) Remington Police 870 Shotguns for the three (3) recently acquired 2014 Chevrolet Tahoe Police Pursuit Vehicles for the Police Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to BAILEY'S FIREARM'S COUNTRY will require expenditure of funds from the 2014 Tax Notes authorized by the City Council as follows:

1. City Department:	Police Department
2. Project Name:	Remington Police Shotguns For Three New Chevrolet Tahoe PPVs
3. Budget/Accounting Code(s):	190-151-57123
4. Funding Source:	2014 Tax Notes Fund
5. Current Appropriation:	\$ 225,000.00
6. Unencumbered Balance:	\$ 39,030.47
7. Amount of This Action:	<u>\$(1,521.42)</u>
8. Remaining Balance:	<u>\$ 37,509.05</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the proceeds of the 2014 Tax Notes issued by the City of Kyle.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/7/2014

Pervez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Approve Purchase of three (3) Del-Ton AR-15 Rifles for Kyle Police Dept. Motorcycle Units

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Approve the purchase of three (3) Del-Ton AR-15 rifles from GT DISTRIBUTORS, Austin, Texas, in an amount not to exceed \$3,267.81 to be carried by the Police Department's motorcycle patrol units. ~ *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

[Del-Ton Rifles](#)

[Fiscal Note](#)

[MC Weapons Mount System](#)



KYLE POLICE DEPARTMENT

111 N. Front Street
Kyle, Texas 78640
512.268.0859

To: Jeff Barnett, Chief of Police

From: Walt Tallant, Community Services/ Professional Standards

Ref: Del-Ton AR-15 Rifle Purchase for Motorcycle Units

We are requesting to purchase three (3) Del-Ton AR-15 rifles. These rifles were specified especially for the Kyle Police Department. The part number for these rifles is KYLEPDSBR and this rifle is sole sourced through GT Distributors.

• KYLEPDSBR	\$1,089.27 Each	Total \$3,267.81
-------------	-----------------	------------------

These rifles are needed for our motorcycle units to give them the added firepower to respond to critical incidents such as active shooters and bank robberies. We wish to make this purchase using line item 110-151-52185 (Ammunition).



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0076682
Date	6/30/2014
Page:	1

Bill To:

Kyle Police Department (TX)
PO Box 40
Attn: Accounts Payable/Laura Hernandez
Kyle TX 78640

Ship To:

Kyle Police Department (TX)
111 N. Front Street
Kyle TX 78640

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DEL-TON 063014	000814	BF	FACTORY DIRECT	NET 15	0/0/0000	1,183,970
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
3	DI-KYLEPDSBR	Del-Ton 5.56 SBR Kyle PD Spec	Each	\$1,089.27	\$3,267.81	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, your salesman was Adam Balak

Subtotal	\$3,267.81
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$3,267.81

Item # 9

Motorcycle Gun Racks

Features of Motorcycle Gun Rack

- Fits Colt "Commando" M4 Carbine or variant (maximum 27¼ overall weapon length with stock collapsed)
- No holes drilled - easy installation with minimal down time
- Fits inside FLHP Series, Harley Davidson® Saddlebags
- For use on the high-side saddlebag only
- Foam padded gun locks
 - prevent road rattle
 - prevent scuffs on weapon components
- Durable, powder coated, steel construction
 - resists corrosion and moisture
- 8 second delay timer included
 - weapon is secured in lock unless momentary switch is depressed or key override is used
 - allows for quick access to weapon with touch of button
 - you choose where to mount the delay
 - handcuff key lock for easy access
- Replacement magazine holder
 - conveniently secures an extra, loaded magazine
 - quick and easy to find when needed
- Charging bracket prevents weapon from sliding out of mount

FITS INSIDE HIGH-SIDE SADDLEBAG



Secures an M4 "Commando" weapon in the high-side saddlebag



Secures an additional magazine

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Police Department
 CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT:

Approve the purchase of three (3) Del-Ton AR-15 rifles from GT DISTRIBUTORS, Austin, Texas, in an amount not to exceed \$3,267.81 to be carried by the Police Department's motorcycle patrol units.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to GT DISTRIBUTORS will require expenditure of funds authorized as follows:

1. City Department:	Police Department
2. Project Name:	Purchase of Three Rifles for Motorcycle Units
3. Budget/Accounting Code(s):	110-151-52185
4. Funding Source:	FY 2013-14 Approved Budget (General Fund)
5. Current Appropriation:	\$ 30,000.00
6. Unencumbered Balance:	\$ 14,056.98
7. Amount of This Action:	<u>\$ (3,267.81)</u>
8. Remaining Balance:	<u>\$ 10,789.17</u>

FUNDING SOURCE OF THIS ACTION:

The funding for this Purchase Order will be provided from the approved operating budget of the Police Department for Fiscal Year 2013-14 (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/3/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Approve lease payment to Union Pacific RR

Meeting Date: 7/15/2014
Date time: 7:00 PM

- Subject/Recommendation:** Approve the lease payment to UNION PACIFIC RAILROAD COMPANY for the lot between Blanco Street and Center Street (a/k/a Train Depot lot) in an amount not to exceed \$3,854.46 for a lease period from July 15, 2014 to July 14, 2015 ~ *Kerry Urbanowicz, Director of Parks and Recreation*
- Other Information:** Annual lease payment for railroad land north of Center Street that the Train Depot is located on.
- Budget Information:** A Fiscal Note is attached.
-

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

Attachments / click to download

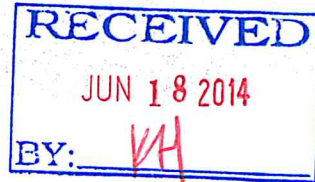
[Lease Statement](#)

[Fiscal Note](#)

Union Pacific Railroad Company



BUILDING AMERICA™



Bill Number 268037843
Audit Number 230088
Customer Number 84502
Folder Number 0217292
Bill Date 06/06/2014
Date Printed 06/09/2014

KYLE CITY OF
 100 W CENTER

P O BOX 40
 KYLE TX 78640

Please contact the following for questions regarding:

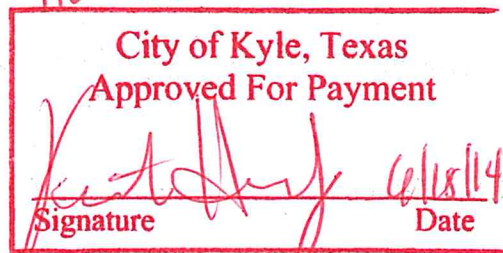
- Payment Status: (402) 544 - 0211, or Fax (402) 501 - 0027
- All other questions or comments regarding the agreement, including rental amount, termination notices and change of address -
 Manager: Mike Sattler, MSATTLER@up.com, (402) 544 - 8641

Bill Description : BETWEEN BLANCO & CENTER ST; DEPOT

Location of Agreement: KYLE, TX

Primary Purpose of Agreement: Lease: Industrial

Description	Period		Amount
	From	To	
LS-Rent, Preset	07/15/2014	07/14/2015	\$3,854.46
Payable Upon Receipt	Total Due:		\$3,854.46



To assure proper credit to your account,
 detach and return this portion with check payable to:

SEND PAYMENTS TO:
 Union Pacific Railroad Company
 12567 Collections Center Drive
 Chicago, IL 60693

Bill Number 268037843
Audit Number 230088
Customer Number 84502
Folder Number 0217292

Payable Upon Receipt: \$3,854.46

Please include the bill number on your check!

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Parks and Recreation
 CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT:

Approve the lease payment to UNION PACIFIC RAILROAD COMPANY for the lot between Blanco Street and Center Street (a/k/a Train Depot lot) in an amount not to exceed \$3,854.46 for a lease period from July 15, 2014 to July 14, 2015.

CURRENT YEAR FISCAL IMPACT:

This lease payment will require expenditure of funds from the Parks and Recreation Department's approved budget for FY 2013-14 (General Fund) as follows:

1. City Department:	Parks and Recreation
2. Project Name:	Lease - Union Pacific
3. Budget/Accounting Code(s):	110-255-53112
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 9,950.00
6. Unencumbered Balance:	\$ 9,950.00
7. Amount of This Action:	<u>\$ (3,854.46)</u>
8. Remaining Balance:	<u>\$ 6,095.54</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this lease payment to UNION PACIFIC RAILROAD COMPANY in the amount of \$3,854.46 will be provided from the FY 2013-14 Approved Budget of the Parks and Recreation Department (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/3/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Bid Award for One (1) Storage Container for Parks Dept.

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Award a bid to SAF-T BOX, Hutto, Texas, lowest and most responsible bidder, in an amount not to exceed \$4,700.00, for the purchase of one forty-foot (40') storage container for use by the parks and recreation department. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

Other Information: This container was quoted with optional side door and secure lock box, delivered to Kyle. Three price quotes were obtained in March in anticipation of purchase. These quotes did not include the optional side door or lock box. They had expired in April. Staff requested the same 3 vendors to submit a revised quote with the options and those respondents are attached.

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Saf T Box Quote](#)
- [Quotes Recieved in March](#)
- [Fiscal Note](#)
- [Mobile Mini Quote](#)



Branch Address 11185 HWY 79
Hutto, TX 78634

Created Date 6/25/2014

Expiration Date 8/1/2014

Quote Number 00012196

Prepared By Vicki Griggs

Phone (512) 846.2513

Fax (512) 846.2516

E-mail vgriggs@saf-t-box.com

Bill To Name City of Kyle

Bill To 225 Rebel Dr.
Kyle, TX 78640
USA

Ship To Name City of Kyle

Ship To 225 Rebel Dr.
Kyle, TX 78640
USA

Product	Sales Price	Quantity	Total Price
DEL-SALE	\$175.00	1.00	\$175.00
FUEL-SRCHG	\$25.00	1.00	\$25.00
Sale Box	\$4,500.00	1.00	\$4,500.00

Details and
Comments

**PURCHASE QUOTE ON AN 8 X 40'
STORAGE CONTAINER:
-- PURCHASE PRICE....\$3,700
-- 3' ENTRY DOOR..... \$700
-- INSTALL LOCK BOX.....\$100
\$4,500

Subtotal	\$4,700.00
Discount	0.00%
Total Price	\$4,700.00
Grand Total	\$4,700.00

Falcon Containers

Prepared By	Chris Robson	Created Date	3/11/2014
Phone	(512) 231-9603	Expiration Date	3/25/2014
E-mail	crobson@falconstorage.com	Quote Number	00004704
Fax	(512) 628-6861		
Company Address	PO Box 142714 Austin, TX 78714		

Prepared For

Contact Name	Johnny Tienda	Phone	(512) 262-3934
Account Name	City of Kyle		
Email	jtienda@cityofkyle.com		
Bill To Name	City of Kyle	Ship To Name	City of Kyle
Bill To	100 West Center Kyle, TX 78640	Ship To	Kyle, TX

Expired

Quantity	Product	Description	Sales Price	Total Price
1.00	40' Type 2 (average 40')	40' Type 2 (average 40')	\$4,250.00	\$4,250.00
1.00	Delivery [Falcon Sale Box] - Standard	Delivery [Falcon Sale Box] - Standard	\$170.00	\$170.00
Total Price			\$4,420.00	

Comments & Notes

Notes Unless otherwise noted, quotes are valid for 14 days from the date of preparation and are subject to the terms and conditions of the sale agreement. Sales tax not included. Prices are FOB Manor, TX unless the quote includes a delivery charge. 50% down payment to begin work, with balance due prior to delivery. Falcon Containers will charge a 2% per month fee on any open balance not paid in full upon delivery.

*Add Side door
Lock Box*

Quote Acceptance Information

Signature _____
 Name _____
 Title _____
 Date _____



Branch Address 11185 HWY 79
Hutto, TX 78634

Created Date 3/11/2014
Expiration Date 4/4/2014
Quote Number 00010746

Expired

Prepared By Vicki Griggs
Phone (512) 846.2513
Fax (512) 846.2516
E-mail vgriggs@saf-t-box.com

Bill To Name City of Kyle
Bill To 225 Rebel Dr.
Kyle, TX 78640
USA

Ship To Name City of Kyle
Ship To Kyle, TX 78640
USA

Product	Sales Price	Quantity	Total Price
DEL-SALE	\$150.00	1.00	\$150.00
FUEL-SRCHG	\$25.00	1.00	\$25.00
Sale Box	\$3,800.00	1.00	\$3,800.00

Details and
Comments

**PURCHASE QUOTE ON AN 8 X 40'
STORAGE CONTAINER

Subtotal	\$3,975.00
Discount	0.00%
Total Price	\$3,975.00
Tax	\$246.88
Grand Total	\$4,221.88

*Add: Side door
! Lock Box*

mobile mini, inc.

www.mobilemini.com

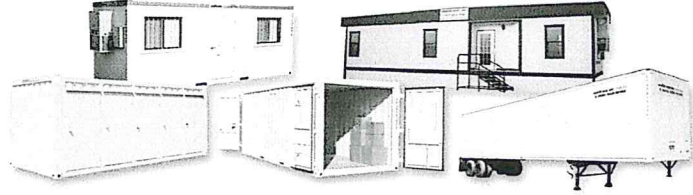
Quotation

Page 1 of 2

Branch Location:

2851 S A.W. Grimes
Round Rock, TX 78664
Phone: 888.218.5212 Ext 100646
Fax: 480-477-0936
Salesperson: Bryan Phillips
Email: bphillips@mobilemini.com

mobile mini, inc.
The Storage & Office Solution Specialists



Customer: KYLE CITY OF PO BOX 40 KYLE, TX 78640-0040	Deliver To: KYLE CITY OF 225 REBEL DR KYLE, TX 78640-0040	Quotation: Sales Order Wholesale Direct Number: 298207696 Date: 03-14-2014 Expires: 04-13-2014
--	---	---

expired

Qty	Product Description	Amount	Period	Taxable
1	40' AS IS	4500.00		N
	Fuel Surcharge Delivery Waived	0.00	one time	N
	Delivery Zone C	162.00	one time	N
	Total Price			\$4662.00
	Sales Tax			\$0.00
	Total Initial Charges			\$4662.00

L/m 6/25/14
Tullaway
512 251 2461
108022

Add: Side Door
: Lock Box

Clarifications: This Quotation is based on the standard terms and conditions of the Mobile Mini Rental or Sale Agreement. Customer is responsible for all taxes, permits, fees, licenses, utility connections, foundation engineering, and the preparation of a level, compact 2000psf soil bearing capacity and accessible site. Mobile Mini does not warrant that the equipment meets any local or state code not specifically listed. Customer must insure all Mobile Mini leased equipment. One period equals four weeks. **When scheduling a PICK-UP, we require 10 business days notice. Rental charges apply for the earlier of 5 days after pick-up request or actual pick-up date.**

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Parks and Recreation
 CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT:

Approve the purchase of one forty-foot (40') storage container from SAF-T BOX, Hutto, Texas, in an amount not to exceed \$4,700.00 for use by the Parks and Recreation Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to SAF-T BOX will require expenditure of funds from the 2014 Tax Notes authorized by the City Council as follows:


1. City Department:	Parks and Recreation
2. Project Name:	Acquisition of Storage
3. Budget/Accounting Code(s):	190-130-57229
4. Funding Source:	2014 Tax Notes Fund
5. Current Appropriation:	\$ 5,500.00
6. Unencumbered Balance:	\$ 5,500.00
7. Amount of This Action:	\$ (4,700.00)
8. Remaining Balance:	\$ <u>800.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the proceeds of the 2014 Tax Notes issued by the City of Kyle.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/3/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Meeting Date: 7/15/2014
Date time: 7:00 PM

Ratify Purchase of Flags

- Subject/Recommendation:** Ratify the purchase of flags, poles and hardware from DIXIE FLAG MANUFACTURING COMPANY, San Antonio, Texas, in an amount not to exceed \$1,711.40 for the Parks and Recreation Department. ~
Kerry Urbanowicz, Director of Parks and Recreation
- Other Information:** These flags were placed on Center Street during the July 4th holiday and will be reused for other similar holidays.
- Budget Information:** A Fiscal Note is attached.
-

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

Attachments / click to download

- [Dixie Flags Invoice](#)
 - [Fiscal Note](#)
-



Sales Order

Dixie Flag Manufacturing Company
 1930 N. Pan Am Expressway
 P.O. Box 8618
 San Antonio, Texas 78208
 2102275039

Order Number: 0085744
Order Date: 6/27/2014
Due Date: 6/30/2014

Salesperson: BILL
Customer Number: KYLECIT

Sold To:

City of Lyle PARD
 City of Kyle
 700 Lehman Rd
 Kyle, TX 78640

Confirm To:

kerry 512-667-3675

Ship To:

City of Lyle PARD
 City of Kyle
 700 Lehman Rd
 Kyle, TX 78640

kerryu@cityofkyle.com

Customer P.O.	Ship VIA	F.O.B.	Terms			
	CPU		COD/DEPOSIT REQUIRED			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1974	EACH	30.00	0.00	0.00	11.980	359.40
WOODEN 6FT POLE BALL TOP			Whse: 000			
2460	EACH	30.00	0.00	0.00	30.000	900.00
U.S. Flag - 3' X 5' Nyl Otdr			Whse: 000			
614530	EACH	30.00	0.00	0.00	2.500	75.00
1" Flag Fasteners - Pair.			Whse: 000			
Rush shipping						

Net Order: 1,334.40
 Less Discount: 0.00
 Freight: 377.00
 Sales Tax: 0.00
Order Total: 1,711.40

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Parks and Recreation
 CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT:

Ratify the purchase of flags, poles and hardware from DIXIE FLAG MANUFACTURING COMPANY, San Antonio, Texas, in an amount not to exceed \$1,711.40 for the Parks and Recreation Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to DIXIE FLAG MANUFACTURING COMPANY will require expenditure of funds from the 2014 Approved Budget of the Parks and Recreation Department (General Fund) as follows:

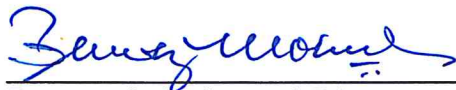
1. City Department:	Parks and Recreation
2. Project Name:	Purchase of U.S.A. Flags & Hardware
3. Budget/Accounting Code(s):	110-131-52150
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 2,000.00
6. Unencumbered Balance:	\$ 1,863.82
7. Amount of This Action:	\$ (1,711.40)
8. Remaining Balance:	\$ <u>152.42</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the 2014 Approved Budget of the Parks and Recreation Department (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/3/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Agreement with Workforce Solutions
to provide a volunteer to the library at
no cost.

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Authorize the city manager to execute a worksite training agreement with Workforce Solutions Rural Capital Area, San Marcos, Texas, for Workforce Solutions to provide a volunteer for the library at no cost to the city. ~ *Connie Brooks, Director of Kyle Public Library*

Other Information:

Budget Information:

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

Attachments / click to download

- [Workforce Solutions Agreement form](#)
 - [Workforce Request for Worker](#)
-



Trainee: _____

WORKSITE TRAINING AGREEMENT

This agreement is entered into between WORKFORCE SOLUTIONS RURAL CAPITAL AREA, administrator of the Choices program, and _____ serving as a worksite for the Choices Subsidized Employment Activity.

The Choices Program is administrated and overseen by the WORKFORCE SOLUTIONS RURAL CAPITAL AREA Board contracting with Arbor Education and Training to operate the program.

Trainees are employees of Sedona Staffing., and Sedona Staffing will provide Worker's Compensation coverage.

Program beginning and ending dates are arranged between the worksite and Arbor E&T, LLC staff, as follows:

- This agreement is effective between the period of _____, and _____ **and not to exceed _____ total hours of employment.**
- Trainee is scheduled to work _____ **hours per week**, and the trainee will be paid **\$7.25 per hour**.
- The Job Title is _____ and a job description is attached.

Immediate supervision and trainer of Choices Program participants will be provided by:
 _____ (Primary) _____ (Alternate) _____ (Alternate).

This worksite has been established for the purpose of providing a short-term, temporary work assignment designed to enhance the employability of participants/trainees through the development of good work habits and occupational skills.

The worksite named herein is authorized to act as a worksite upon ACCEPTANCE OF THE FOLLOWING RESPONSIBILITIES:

1. Provide sufficient work to keep participant occupied
2. Provide supervision and training for each participant
3. Provide training and direction consistent with participant's written job description
4. Maintain permanent time and attendance records for each participant and submit time sheets on a regular basis as instructed
5. Submit a written evaluation of participant's progress as requested
6. Cooperate in on-site monitoring related to the review of compliance with the conditions set forth in this agreement
7. Insure that participants are provided with sufficient equipment and/or materials to carry out assignments

In accepting this agreement, THE WORKSITE ASSURES THAT:

- ▶ It will adhere to the Choices Program, and subsequent amendments, and to the rules and regulations promulgated hereunder.
- ▶ It will adhere to Labor Laws under the Fair Labor Standards Act and not assign any trainees less than 21 years of age to work which in any evident way could be considered unsafe, hazardous or dangerous.
- ▶ Adequate accountability will be maintained to insure accurate time and attendance.
- ▶ Participants will not be paid for absences, unworked hours, recreational activities or holidays.
- ▶ Participants will not displace anyone from a job.
- ▶ Participants will not engage in political activities during hours for which the participant is paid with funds from this program.
- ▶ Participants will not be employed nor outstation in the immediate office of a member of Congress nor a State or local legislator nor on any staff of a legislative committee.
- ▶ Participants will not be employed nor outstation in the immediate office of any chief-elected executive official (or officials, if the office of the chief executive is shared by more than one


WORKFORCE SOLUTIONS
 RURAL CAPITAL AREA

WORKSITE REQUEST FOR WORKER/TRAINEE

Work Site Name: _____

Requested by: _____

Job Title: _____

Job Description: If you have a job description for this position please attach to this request form. A job description will be developed if you do not already have one.

Special Qualifications: _____

Work Schedule: _____

Name of Immediate Supervisor: Person who is directly responsible for training participant (i.e. assigning daily tasks, recording attendance, signing timesheets).

Name of Alternate Supervisor: Person responsible for assigning daily tasks when immediate supervisor is away from worksite.

Worker assignments will last for a maximum of eight weeks.

Please choose which option(s) you prefer as a Worksite Host

___ One time-worker/trainee will be assigned for one eight week assignment

___ Occasionally- As needed, I will contact Workforce Solutions

___ On-going, please provide a worker/trainee on an on-going basis

Would there be opportunities for full or part-time employment for the worker upon completion of their assignment? Yes ___ No ___ Maybe ___

Worksite Address: _____

Mailing Address: _____

Phone Number: _____ Fax _____

Email Address: _____



CITY OF KYLE, TEXAS

Agreement with AWE Digital Learning Solutions to purchase replacement accessories for children's computers at the library in an amount not to exceed \$300.

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Authorize the city manager to execute an agreement with AWE DIGITAL LEARNING SOLUTIONS, Chester, PA, in an amount not to exceed \$300.00 for the purchase of replacement headphones, cords, computer mice, and keyboards for children's computers at the Kyle Public Library. ~ *Connie Brooks, Director of Kyle Public Library*

Other Information:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [AWE purchase agreement, including terms and conditions](#)
- [Fiscal Note](#)



Inspiring every child to
become a lifelong learner™



Purchase Quotation – Options Only

Quotation developed for: Cara Waits

Date: **July 1, 2014**

Organization: Kyle Public Library

Valid until: **July 31, 2014**

Item Number	Product	Quantity	Unit Cost	Total
Options:				
HP-AWE	AWE headphones w/ volume control and pull-away cord, one (1) year mfg. warranty	4	\$ 20.00	\$ 80.00
Y SPLITTER	Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)		\$ 3.00	\$ -
HPCABLE	Replacement pull-away cord for AWE headphones	4	\$ 4.00	\$ 16.00
REPLUG	Replug Mini-Stereo Breakaway Audio Adapter		\$ 13.00	\$ -
AIO STAND	Enhanced Support Stand (for All-in-One units)		\$ 119.00	\$ -
PRINTER	Inkjet Color Printer		\$ 130.00	\$ -
CABLE	6 Ft. USB printer cable		\$ 10.00	\$ -
LTMO-AWE	Little Mouse - Optical USB	4	\$ 25.00	\$ 100.00
LB2B-AWE	Keyboard w/ colored keys	2	\$ 25.00	\$ 50.00
TABLET options:				
Optional Accidental Damage Warranty (for each Tablet):				
ADW-2YR	Accidental Damage Warranty: including two (2) years accidental damage hardware warranty (See terms and conditions)		\$ 150.00	\$ -
Tablet Options:				
CASE	Lattitude 10 Protective case		\$ 65.00	\$ -
CASE2	Upgrade to Rugged Max Pro Protective Case – Venue 11 Pro		\$ 60.00	\$ -
DOCK	AWE Tablet Connect (Docking Station Kit w/ multiple cables)		\$ 260.00	\$ -
STYLUS	Tablet Stylus		\$ 20.00	\$ -
STYLUS-PEN	Tablet Stylus & Pen Combo		\$ 30.00	\$ -
TABKEYBAT	Tablet Keyboard w/ extended battery		\$ 160.00	\$ -
CABLE LOCK	Security cable for tablets		\$ 50.00	\$ -
<i>**AWE has secure charging carts and other options, please contact your sales rep. for details**</i>				
ELF Licensing:				
ELF	ELF Child Safe Browser: New ELF annual subscriptions per year / per building		\$ 200.00	\$ -
ELF READING	ELF Reading & Reference: per year / per building		\$ 1,250.00	\$ -
Professional Development Options:				
	Pre-recorded Webcast for AWE products (Web-based solution)	0	\$ -	\$ -
DEVELOP1	Exclusive Live Web Training (Web-based solution)	0	\$ 500.00	\$ -
DEVELOP2	Half Day On-Site Training (On-Site solution)	0	\$ 1,200.00	\$ -
DEVELOP3	Full Day On-Site Training (On-Site solution)	0	\$ 1,800.00	\$ -
DEVELOP4	Two Day On-Site Training (On-Site solution)	0	\$ 3,000.00	\$ -
DEVELOP5	Two Day On-Site Train the Trainer (On-Site solution)	0	\$ 3,000.00	\$ -
SHIPPING	Shipping (ACTUAL SHIPPING COSTS WILL BE ADDED TO INVOICE):			TBD
Market: <input type="text"/>				TOTAL \$246.00

If you are exempt, please include a copy of your sales tax certificate

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE within 30 days, to accept this price quote

AWE, Inc.

Kyle Public Library

PQ06012014-L

Lisa M. Maestas

7/1/2014

(Signature)

Date

I agree to AWE's Terms & Conditions (Authorized Signature or corresponding PO)

Date

Lisa M. Maestas

(Print Name)

(Print Name) / (Title)

Senior Account Executive

(Title)

Email Address & Phone Number

Bill To Information

Ship To Information

Name: Connie Brooks

Name: Cara Waits

Organization: Kyle Public Library

Organization: Kyle Public Library

Address: PO Box 2349

Address: 550 Scott St.

City, State, Zip: Kyle, TX 78640

City, State, Zip: Kyle, TX 78640

Phone / Fax: (512) 268-7411

Phone / Fax: (512) 268-7411

Email: cbrooks@cityofkyle.com

Email: cwaits@cityofkyle.com

PAYMENT TYPE: Net 15 Terms or Credit Card: VISA MASTERCARD / # _____ - _____ - _____ EXP. _____

Key (primary AWE) Contact NAME: Cara Waits

Email: cwaits@cityofkyle.com

Phone: (512) 268-7411

Warranty & Upgrade Contact NAME: Cara Waits

Email: cwaits@cityofkyle.com

Phone: (512) 268-7411

Special Interest Group Contact NAME: _____

Email: _____

Phone: _____

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2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013

Confidential & Proprietary

Item # 14

Phone (610) 833-6400 • Fax (610) 833-6440 • Email: info@awelearning.com • www.awelearning.com

AWE - Terms and Conditions

Fees, Invoicing: CUSTOMER agrees to make payment in full for all amounts due according to invoice on or before the net 15 due date.

Returns: Customers may return items within 30 days of receiving those items, using the following procedures: i) Prior to shipping, request an RMA (Return Materials Authorization) number from AWE (866 463-6357) ii.) shipped items must be received by AWE within 20 calendar days from RMA issuance; and iii) items must be secured with proper (original) packaging to prevent any damage in transit. A restocking fee of 15% (of the non-discounted item price), return shipping cost, and packaging (if applicable) will be charged to Customer for all items returned after initial shipment.

Delinquent Payment: The CUSTOMER agrees to pay interest on all amounts that are past due at the lesser of 1.5% per month or the highest rate allowed by law. The CUSTOMER also agrees to pay collection costs and attorneys fees, if AWE, prevails in a court of law or administrative proceeding, required to collect delinquent fees. AWE may suspend services and/or terminate the Agreement in the event that CUSTOMER fails to make timely payment with 30 days notice. Termination shall not alter CUSTOMER's obligation to make full payment under this Agreement.

Services: AWE will invoice CUSTOMER monthly.

Equipment & Software: AWE will invoice CUSTOMER for all systems, when they are shipped to the Customer.

Limited Warranty: Hardware warranties are an extension of the OEM warranty. AWE warrants that hardware will be free of defects in materials and workmanship during the warranty coverage period. The limited warranty includes: general operation of AWE products free of malfunctions (not pre-existing in the original educational software titles). AWE's limited warranty covers only defects that arise from normal product use and does not include problems resulting from: (i) External causes such as accident, abuse, misuse, or electrical power problems (ii) Servicing not authorized by AWE (iii) Usage not in accordance with product instructions (iv) improper or unauthorized maintenance or modification; (v) using accessories, parts, or components not supplied or supported by AWE; (vi) products for which we have not received payments.

Warranty, Upgrade and Services Period: AWE bundled hardware and software products (AWE products) include a three year warranty coverage, two "annual upgrades", and "on-line services" for the period from the date of shipment (Warranty, Upgrade, and Services Period).

Extended Warranty, Upgrade and Services Period: Warranty, Upgrade, and Services extensions are available for years 4 and 5. Warranty, Upgrade and Services periods must run consecutively. That is, a year-5 extension may not be purchased without a year-4 extension. The Warranty, Upgrade, and Services period cannot exceed (5) years from original date of shipment. Printers include a limited one year warranty that CANNOT be extended.

Upgrades: AWE develops new software versions ("Upgrades") of its Digital Learning Products annually. During the initial three year period, all software updates and two software version Upgrades will be standard within the Warranty, Upgrade, and Services Period. Each one-year extension period will entitle CUSTOMER to all software updates and one additional software version Upgrade. AWE will notify the CUSTOMER, via email, of software version Upgrades as they become available and will make reasonable efforts to schedule and coordinate Upgrades. The CUSTOMER is responsible for informing AWE of any changes to the CUSTOMER contact information and for installing all Upgrades.

On-line Services: On-line services include customer access to AWE's Customer Web Portal, AWE's On-line Learning Management System, Customer Account Management, Usage Tracking, Progress Tracking, and all On-line Reporting and Dashboard facilities. **AWE will disable on-line services for products whose warranty period has expired and/or whose contractual subscription has ended.**

Technical Support: Any questions or issues regarding your Digital Learning System can be reported to our Help Desk by calling (toll free) (866) 463-6357. The Help Desk staff is available Monday – Friday 9am – 5pm to take your call. Support requests can also be made online using the Support Link on AWE's homepage (www.awelearning.com).

Limitation of Liability: AWE warrants that it will perform all services associated with this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the customer under this agreement, neither party will be liable for consequential damages, even if advised of the possibility hereunder.

Liability and Indemnification: AWE shall indemnify defend and hold harmless the CUSTOMER, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of AWE, its officers, employees, agents or sub-contractors (including suppliers). CUSTOMER shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of CUSTOMER, its officers, employees, agents or sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party. Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without CUSTOMER's approval to use CUSTOMER's name in its general list of customers. Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder.

Relationship & Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between CUSTOMER and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, the CUSTOMER and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term: This Agreement shall be effective when signed by both the CUSTOMER and AWE and thereafter remain in effect for such term as is provided in contract.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and Exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services.

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Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013

Phone (610) 833-6400 • Fax (610) 833-6440 • Email: info@awelearning.com • www.awelearning.com

Terms and Conditions - ELF License Pricing

Rights Granted: Access to and Use of ELF (the "Software") and its Content is licensed and not sold. During the term of this License and any subsequent license renewals (the "License Period"), AWE grants the ORGANIZATION named above (the "CUSTOMER") the right to use all of the educational software, administrative tools and documentation included with the ELF Child-Safe Browser™ or ELF Reading & Reference™ (the "Licensed Software") for the number of building licenses granted by this Quotation Agreement. AWE defines a building or location license as a maximum of 500 active installations distributed from a discrete location. AWE also grants CUSTOMER the right to receive software updates as described below during the License Period.

Software Warranty: AWE warrants that its software will operate on computers that meet minimum requirement capacities as published by AWE. Should CUSTOMER find that the Child-Safe Browser™ or ELF Reading & Reference™ does not run adequately the CUSTOMER can cancel their subscription within 30 days of shipment and receive a full refund.

Software: AWE will invoice CUSTOMER for all Licenses, subscriptions and renewals when they are activated for the CUSTOMER in AWE's system.

Technical Support: Any questions or issues regarding your Digital Learning System can be reported to our Help Desk by calling (toll free) 1-(866) 463-6357. The Help Desk staff is available Monday – Friday 9am – 5pm to take your call. Support requests can also be made online using the Support Link on AWE's homepage (www.awelearning.com).

Fees, Invoicing: CUSTOMER agrees to make payment in full for all amounts due according to invoice on or before the net 15 due date. Pricing Reflected on this quote sheet is only valid for licenses granted at the time of purchase.

Delinquent Payment: The CUSTOMER agrees to pay interest on all amounts that are past due at the lesser of 1.5% per month or the highest rate allowed by law. The CUSTOMER also agrees to pay collection costs and attorneys fees required to collect delinquent fees if AWE prevails in a court of law or administrative proceeding. AWE may suspend services and/or terminate this Agreement in the event that CUSTOMER fails to make timely payment with 30 days notice. Termination shall not alter CUSTOMER's obligation to make full payment under this Agreement.

Limitation of Liability: AWE warrants that it will perform all services associated with this agreement in a professional manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the customer under this agreement. Neither AWE nor CUSTOMER will be liable for consequential damages, even if advised of the possibility hereunder. Access to the Content is provided on an "as is" basis and AWE makes no representations or warranties, either express or implied, of any kind with respect to the Content and disclaims all warranties, express or implied, including, but not limited to, the merchantability and fitness for a particular purpose or the continued availability for use of the Content. In the event of termination of access to the Content, in the case of subscribers, AWE's liability shall be limited to the refund to a registered subscriber of any subscriber fees corresponding to a pre-paid subscription. Institutional subscribers such as schools and libraries should independently verify that all Content provided via ELF is appropriate for the intended audience group or educational purpose.

Liability and Indemnification: AWE shall indemnify defend and hold harmless the CUSTOMER, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of AWE, its officers, employees, agents or sub-contractors (including suppliers). CUSTOMER shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of CUSTOMER, its officers, employees, agents or sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party. Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without CUSTOMER's approval to use CUSTOMER's name in its general list of customers. Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder.

Relationship & Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between CUSTOMER and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, the CUSTOMER and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term: This Agreement shall be effective when signed by both the CUSTOMER and AWE and thereafter remain in effect for such term as is provided in contract.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and Exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services.

AWE, Inc. All Rights Reserved

Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013
Phone (610) 833-6400 • Fax (610) 833-6440 • Email: info@awelearning.com • www.awelearning.com

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Public Library
 CONTACT CITY STAFF: Connie Brooks, Director

SUBJECT:

Authorize the City Manager to execute an agreement with AWE DIGITAL LEARNING SOLUTIONS in an amount not to exceed \$300.00 for the purchase of replacement headphones, cords, computer mice, and keyboards for children's computers at the Kyle Public Library.

CURRENT YEAR FISCAL IMPACT:

This contract award to AWE DIGITAL LEARNING SOLUTIONS will require expenditure of funds from the Library Department's approved budget for FY 2013-14 (General Fund) as follows:

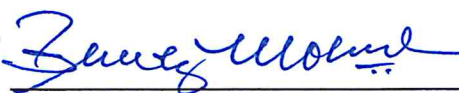
1. City Department:	Public Library
2. Project Name:	Various Computer Supplies
3. Budget/Accounting Code(s):	110-141-52111
4. Funding Source:	Approved FY 2013-14 Budget (General Fund)
5. Current Appropriation:	\$ 11,564.00
6. Unencumbered Balance:	\$ 4,930.51
7. Amount of This Action:	<u>\$ (300.00)</u>
8. Remaining Balance:	<u>\$ 4,630.51</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this contract award to AWE DIGITAL LEARNING SOLUTIONS in the amount of \$300.00 will be provided from the Fiscal Year 2013-14 approved budget of the Library Department

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/3/2014

 Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

(Second Reading) Budget Amendment #10: \$3,500.00 For Funding Contract Award To Byrn & Associates For Replatting Sledge and Library plats For Library Use

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation:

(Second Reading) An Ordinance amending the City's Approved Budget for Fiscal Year 2013-14 by increasing appropriations in the General Fund for the Planning & Zoning Department by \$3,500.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding for the professional services contract awarded by City Council on June 17, 2014 to Byrn & Associates Inc., for the purpose of replatting the Edward J. Sledge and Kyle Library plats ~
Perwez A. Moheet, CPA, Director of Finance

Other Information:

On June 17, 2014, city council approved awarding a professional services contract to Byrn & Associates, Inc., in an amount not to exceed \$3,500.00 for the purpose of replatting the Edward J. Sledge and Kyle Library plats to allow for the donation of a certain tract of land from Edward J. Sledge to the city, to be reserved for library use.

As part of the contract award action, the City Council also directed City staff to bring back an agenda item at the next City Council meeting (July 1, 2014) to amend the City's adopted budget for Fiscal Year 2013-14 by \$3,500.00 in order to provide funding for the professional services contract.

Budget Information:

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

Attachments / click to download

- [Byrn Assoc RFP](#)
 - [Ordinance - Budget Amendment #10](#)
 - [Fiscal Note](#)
-

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 744 ADOPTED ON SEPTEMBER 4, 2013 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; BY INCREASING THE AMOUNT OF APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND BY APPROPRIATING \$3,500.00 FROM THE FUND BALANCE OF THE CITY'S GENERAL FUND TO PROVIDE FUNDING FOR THE PROFESSIONAL SERVICES CONTRACT AWARDED BY CITY COUNCIL ON JUNE 17, 2014 TO BYRN & ASSOCIATES FOR THE PURPOSE OF REPLATTING THE EDWARD J. SLEDGE AND KYLE LIBRARY PLATS.

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, 2013 and ending September 30, 2014, 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 expenditures in the City's General Fund by \$3,500.00 from the Fund Balance of the General Fund in order to provide funding in the Planning and Zoning Department budget for the professional services contract awarded by City Council on June 17, 2014 to Byrn & Associates Inc., for the purpose of replatting the Edward J. Sledge and Kyle Library plats.

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, 2013 and ending September 30, 2014.

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 the _____ day of July, 2014.

FINALLY PASSED AND APPROVED on this the _____ day of July, 2014.

THE CITY OF KYLE, TEXAS

R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary



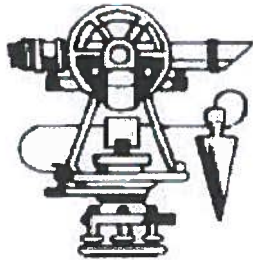
City Engineer< cityengineer@cityofkyle.com>

Contact info

David Hayes< rdhayes@austin.rr.com>
To: lbarba@cityofkyle.com

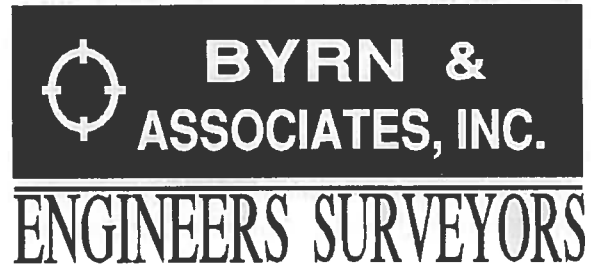
Wed, May 14, 2014 at 11:13 AM

Mr. Barba, I am sending you this email to set up a contact sheet. Hayes Surveying has been surveying Hays County and the surrounding counties since 1998. Please contact me in you have any questions about survey work for the City of Kyle. Thanks,



David Hayes
Hayes Surveying
512-738-0511
rdhayes@austin.rr.com

Item # 15



INTRODUCTION

AND

STATEMENT OF QUALIFICATIONS



P.O. Box 1433 1115 Hwy 80
San Marcos, Texas 78667-1433
Phone: (512)396-2270 Fax: (512)392-2945
E-mail: byrn@byrnassociates.com Website: www.byrnengineer.com

GENERAL DESCRIPTION AND CAPABILITIES

Byrn & Associates, Inc. is a professional Civil Engineering and Land Surveying firm established in 1971 that has been serving the Central Texas area for over 42 years. Our field crews are equipped with GPS and conventional surveying equipment to facilitate short turn-around time and accurate results. We maintain a staff of surveyors, technicians, CAD draftsmen, survey crews, and support staff.

Byrn & Associates, Inc. is Pre-Certified with TXDOT for categories 15.1.1 (survey), 15.1.2 (parcel plats), 15.1.3 (legal descriptions), 15.1.4 (right-of-way maps), 15.2.1 (design and construction survey) and 15.4.1 (horizontal and vertical control for aerial mapping).

Byrn & Associates, Inc. maintains and promotes the idea of continuing education and training. Through training and participating in seminars and workshops, our staff strives to stay at the forefront of technology and issues that impact the way we work and live. Our goal is to provide services that benefit both the private and public sectors through knowledge and understanding of the issues and working with all parties to find creative solutions.

Byrn & Associates, Inc. has been providing efficient project development services in Texas since 1971. We offer full service surveying capabilities to both the public and private sectors. We have team leaders that effectively communicate with Clients, City, County, and State agency staff and a team that has worked with Clients to produce projects on schedule and within budgets.

SURVEYING SERVICES OFFERED

- Topographic Surveys
- Land Boundary Surveys
- GPS (Global Positioning) Surveys
- Alta/ACSM Title Surveys
- Tree Location Surveying
- Subdivision Platting and Replatting
- Construction Layout and Control Surveys
- Right-of-Way Surveys

LICENSED SURVEYING PERSONNEL

David C. Williamson, R.P.L.S. No. 4190
Kyle Smith, R.P.L.S. No. 5307



BEC-LIN ENGINEERING, L.P.
Structural • Civil • Surveying • Construction Management

Firm Reg. No. F-1501

**STATEMENT OF QUALIFICATIONS
AND EXPERIENCE**

PRO-TECH ENGINEERING GROUP, INC. is a corporation which was organized in 1974. It originated at Lakeway, on Lake Travis, outside of Austin, but has had its main offices in San Marcos since 1975. Our firm has had extensive experience in the surveying, and municipal and civil engineering fields in Hays County and the surrounding area. Our clients include such national firms as The Kroger Co., Motel 6, Bluegreen Corporation, and ARMCO. We have also completed numerous projects for Hays County and the Cities of San Marcos, Kyle, and Wimberley, and for various utility companies including Wimberley Water Supply Corporation, Tri-Community Water Supply Corporation, Canyon Lake Water Service Company and Woodcreek Utility Company, as well as for literally hundreds of private individuals and companies.

We have provided engineering & surveying services for numerous water transmission and distribution pipelines, waste water collection systems, site development planning for commercial, residential, and industrial developments, and paving and drainage improvements. We have the "in house" capability to do both static and dynamic water system modeling, hydraulic and hydrologic storm water modeling, and computer aided design and drafting associated with surveying and engineering designs.

As principal engineer of PRO-TECH ENGINEERING GROUP, INC., Kelly Kilber personally oversees the design of projects and supervise the preparation of plans, specifications and contract documents. He also acts as our client's representative before approval authorities or in negotiations necessary for approvals.

The following is a list of our personnel who are available to serve your engineering & surveying needs:

Kelly Kilber, Principal Engineer
P.E. No. 41187 - R.P.L.S. No. 2219
39 years experience in design and construction of civil/municipal projects.

Prichard K. Thomas, Engineering/Surveying Technician
45 years experience in boundary & subdivision surveying and design of municipal utility, street and drainage systems

Richard M. McDaniel, Engineering/Surveying Technician
37 years experience in boundary & subdivision surveying and design of municipal utility, street and drainage systems.

C. Mark Roden, Field Survey Supervisor
R.P.L.S. No. 4288
44 years experience in boundary, topographic and construction surveying.

Support Personnel

Office Clerical Staff	2
Technical and Drafting Staff	4
Field Survey Crew Staff	6

The following is a list of past clients and associates familiar with our experience and abilities. Please feel free to call on them.

Village of Wimberley – Tom Haley, Mayor
P.O. Box 2027, Wimberley, Tx 78676
512-847-0025 (Phone) 512-847-0422 (Fax)

Southerland Properties, Inc.
Charles D. Patterson, President
P.O. Box 1629, Wimberley, Tx 78676
512-847-5263 (Phone) 512-847-3690 (Fax)

City of Kyle
J.F. Montague, Director of Public Works
(Retired)
512-738-2792

Bluegreen Southwest
Jack Dean, Vice President (Retired)
512-585-3326

T.P. Gilmore Company, Inc.
Terry Gilmore, President
400 W. Hopkins, Ste. 200,
San Marcos, Tx 78666
512-353-7005 (Phone) 512-353-3008 (Fax)

Jackson Walker, LLP
Peter Hosey, Attorney
112 E. Pecan St., Ste. 2100,
San Antonio, Tx 78205
210-228-2423 (Phone) 210-978-7790 (Fax)

Dr. William "Randy" Rogers
310 Stagecoach Trail, Ste. 200
San Marcos, Tx 78666
512-396-4700 (Phone)

The Majors Law Firm
Gene Majors, Attorney
100 E. San Antonio St., Ste. 101
San Marcos, Tx 78666
512-392-1273 (Phone)

A partial list of projects for which we have provided planning, surveying and/or engineering services over the past several years includes:

CITY OF SAN MARCOS

Fredericksburg Street Alignment Survey
Camp Gary Landfill
Well Site "A" Water Plant and Transmission
Mail
Springlake Pump Station Rehabilitation,
Phase I
LBJ Relief Main
East Side Relief Main
Comanche Street Water Wells
Victory Gardens Area Improvements

CITY OF KYLE

Second Street Relocation Survey
Elevated Water Storage Tower No. 2
Simcock Addition Water Plant Improvements
1984 Sewage Treatment Plant Renovation
Community Development Block Grant
Improvements
Impact Fee Study

HAYS COUNTY

Wimberley Transfer Station
Hays County Road 266 and Bliss-Speller Road
Inwood Forest Water System Improvements

WIMBERLEY WATER SUPPLY CORP.

Comprehensive Plan, 1977
1978 System Improvements
Middleton Storage Tank
1984 System Improvements
Comprehensive Plan Update, 1988

CITY OF WIMBERLEY

Emergency Lane ROW Survey
Survey of Wimberley Square, West Portion

KELLY KILBER, P.E., Principal Engineer**REGISTRATION:**

Professional Engineer:	Texas No. 41187
Registered Professional Land Surveyor:	Texas No. 2219

EXPERIENCE:

As principal Engineer Mr. Kilber has been responsible for all engineering designs produced by Pro-Tech Engineering for the past thirty years. During that time he has been assisted by other project engineers and engineering technicians on his staff. In the mid 1980's he managed a 26 man office which provided engineering and surveying services for as many as six to eight major projects and twenty minor projects, at any one time. He is an experienced manager of both people and projects, as well as, being an experienced "hands on" design engineer.

His experience has placed him before many state agencies and city and county boards and commissions in pursuing funding and required approvals for projects he represents. He is experienced before the Texas Commission on Environmental Quality and the State Health Department, who, on occasion, have recommended him to entities having compliance problems.

In the field of surveying, Mr. Kilber is recognized as a local authority appearing as Expert Witness on many occasions. He served as the Hays County Surveyor in 1977-1978 and again from 1987 through 2002. Mr. Kilber acquired the records of James Hall who was the previous County Surveyor from 1957 through 1977 and therefore has an extensive survey base which spans almost five decades. In 1983, Mr. Kilber teamed with a group of Texas Registered Surveyors and T.S. Madson, a surveyor and attorney, to produce "Madson, on Texas Real Property Boundary Law" an 1100 plus page book on the principals and laws that govern boundary surveys in Texas.

From 1977 through 1999 Mr. Kilber served as the Engineering Consultant for the City of Kyle. During that time he engineered the reconstruction of a major portion of the City's Streets, Drainage Systems and Utilities.

Over the past 20 years, Mr. Kilber has been the principal surveyor and engineer for 50 residential communities covering over 180 platted units which contain in excess of 15,600 lots and encompass more than 51,400 acres of land.

EMPLOYMENT:**PRO-TECH ENGINEERING GROUP, INC. - SAN MARCOS, TEXAS**

1977-Present	Principal Engineer
1974-1976	Project Engineer

SANDER ENGINEERING CORPORATION - HOUSTON, TEXAS

1973-1974	Project Engineer
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FRANCIS-MEADOR-GELLHAUS, INC. - RAPID CITY, SOUTH DAKOTA

1972	Project Engineer
1971	Engineering Technician

WILKINSON & ASSOCIATES ENGINEERS, INC. - HOUSTON, TEXAS

1970-1971	Engineering Technician
-----------	------------------------

EDUCATION:

Bachelor of Science Civil Engineering, 1972
South Dakota School of Mines and Technology

Additional study through Continuing Engineering Studies Seminars, College of Engineering, University of Texas at Austin, Texas, and continuing Education Seminars

SUBDIVISION DEVELOPMENT AND OTHER PROJECTS

Summer Mountain Ranch, Hays Co., Tx.
 Valley View Ranch, Hays Co., Tx.
 Eagle Creek Ranch, Wilson Co., Tx.
 Eden Ranch, Comal Co., Tx.
 The Springs at Rebecca Creek, Comal Co., Tx.
 Cypress Bend of the Guadalupe, Kendall Co. Tx.
 Mystic Shores, Comal Co., Tx.
 River Chase, Comal Co., Tx.
 River Crossing, Comal Co., Tx.
 Hidden Springs, Bell Co., Tx.
 Emily Ann Theatre, Waste Water Extension, Hays Co., Tx.
 Falconwood, Hays Co., Tx.
 Hoffman Lane Water Line Extension, Comal Co., Tx.
 La Reata, Bastrop Co., Tx
 Lake Ridge, Dallas Co., Tx.
 Lookout at Brushy Creek, Williamson Co., Tx.
 Canyon Lake Water Supply Corp, FM 306 Water Line Extension, Comal Co., Tx.
 The Pinnacle, Comal Co., Tx.
 Prairie on the Creek, Hays Co., Tx.
 Waggener Ranch, Comal Co., Tx.
 Waterstone, Kendall Co., Tx.
 Bridlewood, Hays Co., Tx.
 Emerald Sound at Lake Lewisville, Denton Co., Tx.
 Leaning Oaks Ranch, Comal Co., Tx.
 Mustang Crossing on the Medina, Medina Co., Tx.
 Rim Rock Ranch, Comal Co., Tx.
 River Mountain Ranch, Kendall Co., Tx.
 Saddleridge, Hays Co., Tx.
 Southern Oaks, Kendall Co., Tx.
 The Estates at Eagle Creek, Wilson Co., Tx.
 The Heights at Whispering Oaks, Wilson Co., Tx.
 Whispering Oaks, Wilson Co., Tx.
 Willow Creek, Hays Co., Tx.
 Big Spring Canyon, Kendall Co., Tx.
 Wimberley Ranch Estates, Hays Co., Tx.
 Scenic Canyon, Hays Co., Tx.
 Cottonwood Hollow, Hays Co., Tx.
 Creeks Landing, Hays Co., Tx.
 Hughson Heights, Section 3A & 3B, Hays Co., Tx.
 Mockingbird Hills, Hays Co., Tx.
 Wimberley Mountain Business Park, Hays Co., Tx.

SITE DEVELOPMENT PLANS:

Tanger Outlet Center, San Marcos, Tx.
 White Dental Clinic, Wimberley, Tx.
 Plum Creek Golf Club, Kyle, Tx.
 Central Texas Medical Center, San Marcos, Tx.
 Wimberley Players Theatre, Wimberley, Tx.
 Bunton Crossing Retail Center, Kyle, Tx.

RESUMES OF KEY PERSONNEL ARE ATTACHED.

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 1, 2014
 CONTACT CITY DEPARTMENT: Financial Services
 CONTACT CITY STAFF: Perwez A. Moheet, CPA
 Director of Finance

SUBJECT:

An Ordinance amending the City's Approved Budget for Fiscal Year 2013-14 by increasing appropriations in the General Fund for the Planning and Zoning Department by \$3,500.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding for the professional services contract awarded by City Council on June 17, 2014 to Byrn & Associates, Inc., for the purpose of replatting the Edward J. Sledge and Kyle Library plats.

CURRENT YEAR FISCAL IMPACT:

1. City Department:	Planning and Zoning
2. Project Name:	Replatting Sledge & Library Tracts
3. Budget/Accounting Code(s):	110-118-55616
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 0.00
6. Expended To Date:	<u>\$ 0.00</u>
7. Unencumbered Balance:	<u>\$ 0.00</u>
8. Amount of This Action:	\$ 3,500.00 (Increase in Appropriation)
9. Amended Line Item Budget:	\$ 3,500.00 (For Survey/Replatting Services)
10. Amended Unencumbered Balance:	\$ 3,500.00 (After Budget Amendment)

FUNDING SOURCE OF THIS ACTION:

The funding source for this budget amendment in the amount of \$3,500.00 will be provided from the fund balance of the City's General Fund.

ADDITIONAL INFORMATION/COUNCIL ACTION:

If approved by City Council, this will be Budget Amendment No. 10 for FY 2013-14 to increase appropriations for expenditures by \$3,500.00 and decreasing the fund balance in the City's General Fund by the same amount.

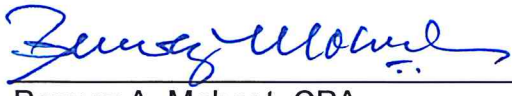
To date, budget amendments as approved by City Council for Fiscal Year 2013-14 totals \$242,665.00 and are for the following items:

- On November 6, 2013, City Council approved Budget Amendment No. 1 for Fiscal Year 2013-14 by increasing appropriations in the City's General Fund for the Communications & Community Development Department by \$12,960.00 and decreasing fund balance in the General Fund by the same amount to pay for the

continuation of transit services by CAPITAL AREA RURAL TRANSPORTATION SYSTEM (CARTS) within City of Kyle through December 31, 2013.

- On November 19, 2013, City Council approved Budget Amendment No. 2 for Fiscal Year 2013-14 by increasing appropriations in the City's General Fund for the Mayor and Council's budget by \$2,500.00 and decreasing fund balance in the General Fund by the same amount to pay for the support costs associated with KYLE AREA YOUTH ADVISORY COUNCIL (KAYAC) during Fiscal Year 2013-14.
- On December 3, 2013, City Council approved Budget Amendment No. 3 for Fiscal Year 2013-14 by increasing appropriations in the City's General fund for the Communications & Community Development Department by \$10,000.00 and decreasing the fund balance in the General Fund by the same amount to pay for the retainer agreement with HERRERA & BOYLE, PLLC, to represent the City in connection with the pending Monarch Utilities' 2013 application to change rates/tariffs.
- On January 7, 2014, City Council approved Budget Amendment No. 4 for Fiscal Year 2013-14 by increasing appropriations in the City's General Fund for the Communications & Community Development Department by \$31,920.00 and decreasing fund balance in the General Fund by the same amount to pay for the continuation of transit services by CAPITAL METROPOLITAN TRANSIT AUTHORITY (CMTA) within City of Kyle from January 1, 2014 through September 30, 2014.
- On January 21, 2014, City Council approved Budget Amendment No. 5 for Fiscal Year 2013-14 by increasing appropriations in the City's General Fund for the POLICE DEPARTMENT by \$20,190.00 and decreasing fund balance in the General Fund by the same amount to pay for the replacement of two police patrol vehicles damaged in the recent floods.
- On May 6, 2014, City Council approved Budget Amendment No. 6 for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund for the PUBLIC WORKS DEPARTMENT by \$29,695.00 and decreasing fund balance in the General Fund by the same amount to pay for the emergency repairs made to Windy Hill Road and Burleson Street damaged during the floods.
- On May 20, 2014, City Council approved Budget Amendment No. 7 for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund for the ECONOMIC DEVELOPMENT DEPARTMENT by \$4,000.00 and decreasing fund balance in the General Fund by the same amount to increase City's contribution to the GREATER SAN MARCOS PARTNERSHIP from \$1,000.00 to \$5,000.00 for Fiscal Year 2014-15.
- On June 17, 2014, City Council approved Budget Amendment No. 8 for Fiscal Year 2013-14 by increasing total appropriations in the City's General Fund for the PARKS AND RECREATION DEPARTMENT by \$121,400.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding for a professional services agreement with KIMLEY-HORN & ASSOCIATES, INC., to conduct an amenity access audit of City-owned facilities and to develop a transition plan for compliance with the Americans with Disabilities Act.

- On June 17, 2014, City Council approved Budget Amendment No. 9 (1st Reading) for Fiscal Year 2013-14 by increasing appropriations in the General Fund for the Office of the City Manager by \$10,000.00 and decreasing fund balance in the General Fund by the same amount in order to provide funding to hold a special election on August 9, 2014 and possibly a subsequent run-off election to fill a vacancy in District Three of the City Council.

 6/24/2014

Perwez A. Moheet, CPA
Director of Finance

- Date



CITY OF KYLE, TEXAS

Purchase of 3 trucks for public works dept and 1 truck for utility department from Bluebonnet Motorsfor

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Approve the purchase through the Lower Colorado River Authority's (LCRA) Cooperative Government Pricing Contract of three (3) crew trucks for public works department use and one (1) pickup truck for utility department use from BLUEBONNET MOTORS, New Braunfels, Texas, in a total amount not to exceed \$100,245.40, a savings of \$43,089.60 from manufacturer's suggested retail price. ~
Perwez A. Moheet, CPA, Director of Finance

Other Information:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Price Quotations](#)

[Fiscal Note](#)

City of Kyle, Texas
 List of New Vehicles for Purchase From Bluebonnet Ford Dealership
 Funding Source: 2014 Tax Notes
 City Council Agenda Date: July 15, 2014

Vehicle Description	Department	MSRP	Contract Price	No. of Units Acquired	City's Total Cost	Contract Discount Received
1. Ford 150 Basic Pickup Truck 4x2	Utility	\$ 28,940.00	\$ 19,595.43	1	\$ 19,595.43	\$ 9,344.57
2. Ford 150 Basic Crew Truck 4x4	Public Works	37,315.00	27,038.43	1	27,038.43	10,276.57
3. Ford 350 Basic Crew Truck 4x4	Public Works	38,540.00	26,805.77	2	53,611.54	23,468.46
Total:						
					<u>\$ 100,245.40</u>	<u>\$ 43,089.60</u>

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Dealer: F52752

2014 F-150

Page: 1 of 1

Order No: 9898 Priority: J2 Ord FIN: QO074 Order Type: 5B Price Level: 430
Ord PEP: 100A Cust/Flt Name: KYLE PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
X1C F150 4X2 S/C	\$28940	\$26842.00		FRT LICENSE BKT	NC NC
145" WHEELBASE			794	PRICE CONCESSN	
YZ OXFORD WHITE				REMARKS TRAILER	
A VINYL 40/20/40			85A	POWER EQUIP GRP	1150 981.00
S STEEL GRAY INT				.PWR BLACK MIRR	
100A EQUIP GRP				SP DLR ACCT ADJ	(1204.00)
.XL SERIES				SP FLT ACCT CR	(376.00)
.AM/FM STEREO				FUEL CHARGE	14.68
.17" GREY STEEL			B4A	NET INV FLT OPT	NC 7.00
99M 3.7L V6 FFV ENG				PRICED DORA	NC NC
446 ELEC 6-SPD AUTO	NC	NC		DEST AND DELIV	1195 1195.00
.P235 BSW A-T				TOTAL BASE AND OPTIONS	31285 27459.68
X26 3.73 REG AXLE	NC	NC		TOTAL	31285 27459.68
6700# GVWR				*THIS IS NOT AN INVOICE*	
26 GAL TANK				*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submi. F5=Add to Library F9=View Trailers
 S099 - PRESS F4 TO SUBMIT QC045701

XL 6 1/2 ft. bed

*Insp: 23.75
 LCRA 250.00
 GPC 8138.00*

*This is if you order one -
 building 3 wk of Sept -
 early Oct. delivery*

Permit \$19,595.43

*No TT - Sync - cloth - not like the one you looked
 at. None of the STX equipment.*

Sept 2

Item # 16

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/14 19:57:2

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Dealer: F5275:

2014 F-150

Page: 1 of :

Order No: 9898 Priority: J2 Ord FIN: Q0074 Order Type: 5B Price Level: 430

Ord PEP: 100A Cust/Flt Name: KYLE PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
W1E F150 4X4 CREW	\$37315	\$34609.00	36 GAL TANK		
157" WHEELBASE		<i>6 1/2 qt. head</i>	FRT LICENSE BKT	NC	NC
YZ OXFORD WHITE			413 SKID PLATES	160	137.00
A VINYL 40/20/40			535 TRAILER TOW PKG	375	320.00
S STEEL GRAY INT			794 PRICE CONCESSN		
100A EQUIP GRP			REMARKS TRAILER		
.XL SERIES			SP DLR ACCT ADJ		(1529.00)
.AM/FM STEREO					
.17" GREY STEEL			TOTAL BASE AND OPTIONS	39395	34575.68
99F 5.0L V8 FFV ENG			TOTAL	39395	34575.68
.446 ELEC 6-SPD AUTO	NC	NC	*THIS IS NOT AN INVOICE*		
.265 OWL A/T			*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
XH9 3.55 LTD SLIP	350	299.00	* MORE ORDER INFO NEXT PAGE *		
7350# GVWR					
SLCT SHFT TRANS					

F8=Next

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/14 19:57:46

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Dealer: F52752

2014 F-150

Page: 2 of 2

Order No: 9898 Priority: J2 Ord FIN: Q0074 Order Type: 5B Price Level: 430

Ord PEP: 100A Cust/Flt Name: KYLE PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
SP FLT ACCT CR		\$(477.00)			
FUEL CHARGE		14.68			
B4A NET INV FLT OPT	NC	7.00			
PRICED DORA	NC	NC			
DEST AND DELIV	1195	1195.00			
TOTAL BASE AND OPTIONS	39395	34575.68			
TOTAL	39395	34575.68			

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

Disp 23.75
LCRA 250.00
G.P.C. 7811.00
27038.43 *Low unit*

F7=Prev

Item # 16

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/14 13:15:46

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Dealer: F52752

2015 F-SERIES SD

Page: 1 of 2

Order No: 9898 Priority: H3 Ord FIN: Q0074 Order Type: 5B Price Level: 515
Ord PEP: 610A Cust/Flt Name: CITY OF KYLE PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
W3B F350 4X4 CREW/C	\$38540	\$35553.00		JOB #1 BUILD			
172" WHEELBASE				10800# GVWR PKG			
Z1 OXFORD WHITE				SPARE TIRE/WHL3	NC		NC
A VNYL 40/20/40				12.5K TRLR HTCH	NC		NC
S STEEL				TELE TT MIR-PWR			
610A PREF EQUIP PKG			59H	HI MNT STOP LMP	NC		NC
.XL PRIM				JACK			
.TRAILER TOW PKG							
572 .AIR CONDITIONER	NC		NC	TOTAL BASE AND OPTIONS	41230		35950.02
.AM/FM STER/CLK				TOTAL	41230		35950.02
996 .6.2L EFI V8 ENG	NC		NC	*THIS IS NOT AN INVOICE*			
44P 6-SPD AUTOMATIC	NC		NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*			
TBK .LT245 BSW AS 17							
X3E 3.73 ELOCKING	390		333.00	* MORE ORDER INFO NEXT PAGE *			
90L PWR EQUIP GROUP	1105		942.00	F8=Next			

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/14 13:15:54

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Dealer: F52752

2015 F-SERIES SD

Page: 2 of 2

Order No: 9898 Priority: H3 Ord FIN: Q0074 Order Type: 5B Price Level: 515
Ord PEP: 610A Cust/Flt Name: CITY OF KYLE PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
794 PRICE CONCESSN							
REMARKS TRAILER							
SP DLR ACCT ADJ			(1601.00)				
SP FLT ACCT CR			(501.00)				
FUEL CHARGE			22.02				
B4A NET INV FLT OPT	NC		7.00				
PRICED DORA	NC		NC				
DEST AND DELIV	1195		1195.00				
TOTAL BASE AND OPTIONS	41230		35950.02				
TOTAL	41230		35950.02				
THIS IS NOT AN INVOICE							
TOTAL PRICE EXCLUDES COMP PRICE ALLOW							

Deep 23.75
LCRA 250.00
GPC 9418.00
2 X 26805.77 ✓
300.00 for bed
Priner
\$27,105.77

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

Item # 16

9099 - PRESS F4 TO SUBMIT

OC045701



351 IH 35 South • New Braunfels, Texas 78130 • Telephone (830) 606-8011 • www.bbmotors.com

**CITY OF KYLE
520 E. RR 150
KYLE, TX. 78640**

MR. PERWEZ MOHEET

**BLUEBONNET MOTORS HAS HAD A GOVERNMENT CONTRACT
WITH LCRA SINCE JULY 2006. IT IS STILL IN EFFECT
AND GOES THRU 2017.**

**GOVERNMENT ENTITIES ARE ALLOWED TO HAVE COOPERATIVE
PRICING DURING THEIR CONTRACT WHICH ENABLES THEM TO
TAKE ADVANTAGE OF THEIR GOVERNMENT MONIES FROM FORD
MOTOR CO.**

**THE CITY OF KYLE HAS TAKEN ADVANTAGE OF THIS IN THE PAST AND
IT IS A PLEASURE TO OFFER THIS AGAIN.**

RESPECTFULLY,

**LINDA SOECHTING,
FLEET MGR.**



"Four Time Triple Crown Award Recipient"



City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: July 15, 2014
 CONTACT CITY DEPARTMENT: Financial Services Department
 CONTACT CITY STAFF: Perwez A. Moheet, CPA
 Director of Finance

SUBJECT:

Approve the purchase through the Lower Colorado River Authority's (LCRA) Cooperative Government Pricing Contract of three (3) crew trucks for public works department use and one (1) pickup truck for utility department use from BLUEBONNET MOTORS, New Braunfels, Texas, in a total amount not to exceed \$100,245.40, a savings of \$43,089.60 from manufacturer's suggested retail price.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to BLUEBONNET MOTORS will require expenditure of funds authorized by the City Council for the issuance of 2014 Tax Notes as follows:

1. City Department:	Public Works Department
2. Project Name:	Purchase of Four Trucks
3. Budget/Accounting Code(s):	190-810-57123 & 190-121-57123
4. Funding Source:	2014 Tax Notes Fund
5. Current Appropriation:	\$ 180,000.00
6. Unencumbered Balance:	\$ 180,000.00
7. Amount of This Action:	<u>\$(100,245.40)</u>
8. Remaining Balance:	<u>\$ 79,754.60</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the proceeds of the 2014 Tax Notes issued by the City of Kyle.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 7/9/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Monarch Ordinance

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance approving a settlement agreement with Monarch Utilities I, LP. ~ *Jerry Hendrix, Chief of Staff*

Other Information:

Budget Information:

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

Attachments / click to download

- [Settlement final--Kyle](#)
 - [Attachment A final](#)
 - [Ordinance approving settlement--KYLE](#)
-

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT WITH
MONARCH UTILITIES I, L.P.**

BE IT ORDAINED BY THE CITY OF KYLE, TEXAS:

PART 1. The City Council approves the Settlement Agreement between the City of Kyle, Texas and Monarch Utilities I, L.P. attached to this ordinance as Exhibit A and authorizes Mayor Todd Webster to execute the Agreement.

PART 2. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PART 3. That this ordinance shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of July 2014.

TODD WEBSTER, MAYOR

ATTEST:

AMELIA SANCHEZ, CITY SECRETARY

MONARCH UTILITIES I, L.P. SETTLEMENT AGREEMENT

CONFIDENTIAL - FOR SETTLEMENT PURPOSES ONLY

This Settlement Agreement is effective on this ____ day of July, 2014, and is between Monarch Utilities I, L.P. ("Monarch") and the City of Kyle ("City" or "Kyle"), in TCEQ Docket No. 2014-0657-UCR, SOAH Docket No. 582-14-3862, *Monarch Utilities I, L.P.'s Petition for Review of Municipal Rate Ordinance*.

Monarch filed an application for a water and sewer rate/tariff change with the City on September 5, 2013. The City denied the rate increase in Ordinance No. 791 on March 18, 2014. Monarch appealed Kyle Ordinance No. 791 to the TCEQ on March 24, 2014. Monarch and Kyle enter into this Settlement Agreement to resolve the appeal of Kyle's Ordinance No. 791. Monarch and Kyle have negotiated this Settlement Agreement as a compromise that does not constitute an admission by either party as to the merits of any claim or defense in the underlying proceeding.

Monarch and the City agree to the following terms and conditions:

1. The City agrees to set Monarch's monthly base rate and gallonage charge at the proposed Phase I rate request effective August 1, 2014 and Phase II rate request effective January 1, 2016.

Phase I - Effective August 1, 2014		
Meter Size	Monthly Minimum Charge (Includes 0 gallons)	Gallonage Charge
5/8"	\$42.35	\$6.41 per 1,000 gallons 0 to 2,000 \$7.90 per 1,000 gallons 2,001 to 10,000 \$8.96 per 1,000 gallons 10,001 to 20,000 \$9.54 per 1,000 gallons 20,001 and thereafter
3/4"	\$63.52	
1"	\$105.87	
1 1/2"	\$211.74	
2"	\$338.78	
3"	\$635.21	
4"	\$1,058.68	
6"	\$2,117.35	
8"	\$3,387.76	

Phase II - Effective January 1, 2016		
Meter Size	Monthly Minimum Charge (Includes 0 gallons)	Gallonage Charge
5/8"	\$44.89	\$6.80 per 1,000 gallons 0 to 2,000 \$8.37 per 1,000 gallons 2,001 to 10,000 \$9.49 per 1,000 gallons 10,001 to 20,000 \$10.11 per 1,000 gallons 20,001 and thereafter
3/4"	\$67.33	
1"	\$112.22	
1 1/2"	\$224.44	
2"	\$359.10	
3"	\$673.32	
4"	\$1,122.20	
6"	\$2,244.39	
8"	\$3,591.03	

2. Rate Stabilization: Beginning January 1, 2017, annual increases to Monarch's monthly base rate and gallonage charge for water service, barring an "Unforeseen Circumstance", shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers for the South Region as published by the Bureau of Labor Statistics ("CPI") over the prior calendar year as of October, not to exceed 3 percent.
3. Upon the occurrence of an event or circumstance that is not within the control of Monarch and that could not have been avoided by Monarch with the exercise of good faith, due diligence, and reasonable care (an "Unforeseen Circumstance"), Monarch shall be entitled to adjust water rates by an amount sufficient to compensate Monarch for additional costs resulting from such Unforeseen Circumstance ("Rate Adjustment").
 - a. Upon the occurrence of an Unforeseen Circumstance, Monarch may submit a request to the City detailing circumstances, the necessity of the Rate Adjustment, the increase sought, and the period of time such Rate Adjustment is to be in effect. Upon adequate showing as determined by the City Council, the City's approval of such a request will not be unreasonably withheld, and any request for a Rate Adjustment shall be deemed approved unless the City rejects the request in writing within forty five (45) days of receipt.
 - b. For purposes of this Settlement Agreement, Unforeseen Circumstances shall include, without limitation: (1) an act of Nature (such as, but not limited to, fires, explosions, and floods); (2) war, hostilities, and acts or threats of terrorism; (3) a change in State or Federal policies, laws or regulations that significantly affect Monarch's cost of service (such as, but not limited to changes in policies, laws or regulations that require Monarch to make significant capital investments or modifications to applicable utility systems).
 - c. If the City and Monarch cannot agree on whether a particular event is "unforeseen", the dispute will be submitted for binding arbitration to an arbitrator mutually agreed to by the parties. Both parties will equally share the cost of the arbitrator. In choosing an arbiter, former SOAH judges should be considered and the cost charged should be a factor as well.
4. The term of the Rate Stabilization contained in 2 above will be five years from January 1, 2016. The first increase under the Rate Stabilization will occur on January 1, 2017. The last increase under the Rate Stabilization will occur on January 1, 2021. By mutual consent, the Rate Stabilization may be extended for another five years.
5. The Rate Stabilization terminates upon any of the following:
 - A. The City initiates condemnation proceedings to acquire property, facilities, or equipment of Monarch;

- B. The City seeks to or participates in efforts to change the laws of the State of Texas related to acquisition of utility assets and their associated Certificate of Convenience and Necessity ("CCN"); or
- C. The City makes the election allowed in 14 below.
6. In the event the Rate Stabilization is terminated as provided in 5 above, Monarch's then current rates being charged Monarch's customers in the environs will be charged to Monarch's customers inside the City.
 7. Monarch will continue to make prudent and necessary Capital Improvements as determined by Monarch to the water system serving residents of the City. Monarch and the City will meet annually to discuss and update a five-year Capital Improvements Program
 8. Monarch will provide the City with maps of the distribution system located within the City's incorporated limits and its ETJ.
 9. This agreement does not waive any obligations or duties imposed on Monarch emanating from existing ordinances, regulations, state law, public right-of-way agreements, and franchise agreements.
 10. Monarch will withdraw its TCEQ appeal of the City's rate ordinance upon the City's approval of this Settlement Agreement.
 11. Monarch and the City will each bear their own expenses related to the rate application.
 12. Monarch will not surcharge its customers within the City to collect the revenue for the difference between the rates approved in this Settlement Agreement and the rates charged to customers beginning on the application's proposed effective date of January 1, 2014.
 13. Fees and charges in Section 1.02 shown on Attachment A will remain in force and effect for the term of this Settlement Agreement to all customers of Monarch receiving water service within the City.
 14. Monarch submitted the September 3, 2013 application to the Texas Commission of Environmental Quality ("TCEQ") to change rates charged to customers outside the City. If Monarch enters into a settlement agreement with the parties in TCEQ Docket No. 2014-0413-UCR, SOAH Docket No. 582-14-3381 ("Environs Case Settlement Agreement") that has rates lower than this Settlement Agreement, within 45 days of the TCEQ Executive Director's Final Approval, the City may elect to adopt the terms of the Environs Case Settlement Agreement within the City. If the City makes this election, the terms of this Settlement Agreement are no longer binding on Monarch or the City and the terms in the Environs Case Settlement Agreement will apply.

Additionally, Monarch is not required to make any refunds if the City makes this election.

15. Monarch will provide a conservation rebate program similar to that of the City of Kyle.

16. On request from the City, Monarch will provide the three months winter average water usage for the City's computation of wastewater rates. The City will provide Monarch with a specific list of customers when requesting this information.

Monarch and the City have executed this Settlement Agreement and hereby agree that the effective date of this Settlement Agreement will be this _____ day of July, 2014.

MONARCH UTILITIES I, L.P.

BY: _____

NAME: _____

TITLE: _____

CITY OF KYLE, TEXAS

BY: _____

NAME: _____

TITLE: _____

Attachment A

Monarch Utilities I, L.P.

Water Tariff Page No. 2

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

~~Phase I - Rates Effective January 1, 2014~~

METER SIZE	MONTHLY MINIMUM RATE	GALLONAGE CHARGE
5/8"	<u>\$43.91</u> (INCL. o GAL.)	<u>\$6.65</u> per 1,000 gallons 0 to 2,000
3/4"	<u>\$65.87</u>	<u>\$8.19</u> per 1,000 gallons 2,001 to 10,000
1"	<u>\$109.78</u>	<u>\$9.29</u> per 1,000 gallons 10,001 to 20,000
1 1/2"	<u>\$219.55</u>	<u>\$9.89</u> per 1,000 gallons 20,001 and thereafter
2"	<u>\$351.28</u>	
3"	<u>\$658.65</u>	
4"	<u>\$1,097.75</u>	
6"	<u>\$2,195.50</u>	
8"	<u>\$3,512.80</u>	

~~Phase II - Rates Effective July 1, 2014~~

METER SIZE	MONTHLY MINIMUM RATE	GALLONAGE CHARGE
5/8"	<u>\$45.88</u> (INCL. o GAL.)	<u>\$6.95</u> per 1,000 gallons 0 to 2,000
3/4"	<u>\$68.82</u>	<u>\$8.56</u> per 1,000 gallons 2,001 to 10,000
1"	<u>\$114.70</u>	<u>\$9.70</u> per 1,000 gallons 10,001 to 20,000
1 1/2"	<u>\$229.40</u>	<u>\$10.34</u> per 1,000 gallons 20,001 and thereafter
2"	<u>\$367.04</u>	
3"	<u>\$688.20</u>	
4"	<u>\$1,147.00</u>	
6"	<u>\$2,294.00</u>	
8"	<u>\$3,670.40</u>	

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash , Check , Money Order , MasterCard , Visa ,Electronic Fund Transfer

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS. AT THE CUSTOMER'S OPTION, ANY BILLING TRANSACTION OR COMMUNICATION MAY BE PERFORMED ON THE INTERNET. THIS INCLUDES THE UTILITY SENDING PAPERLESS BILLS BY EMAIL.

REGULATORY ASSESSMENT..... 1.0%

TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ON PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fees

TAP FEE..... \$700.00

TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" METER PLUS UNIQUE COSTS AS PERMITTED BY TCEQ RULE AT COST.

TAP FEE (Unique costs) Actual Cost

FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR REDIDENTIAL AREAS.

LARGE METER TAP FEE Actual Cost

Item # 17

TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 5/8" METERS.

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

- a) Non-payment of bill (Maximum \$25.00) \$25.00
 b) Customer's request \$50.00
 or other reasons listed under Section 2.0 of this tariff

TRANSFER FEE \$45.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE 10%

A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$25.00

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) \$50.00

COMMERCIAL AND NON-RESIDENTIAL DEPOSIT 1/6TH EST. ANNUAL BILL

METER TEST FEE (actual cost of testing the meter up to) \$25.00

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

METER RELOCATION FEE Actual Relocation Cost, Not To Exceed Tap Fee

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER.

METER CONVERSION FEE Actual Cost To Convert That Meter

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMERS SERVICE DEMAND.

SEASONAL RECONNECTION FEE:

BASE RATE FOR METER SIZE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN LEAVE AND RETURN WITHIN A TWELVE MONTH PERIOD.

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND SECTION 3.20 UTILITY SPECIFIC EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

INCREASES IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 30 TAC 291.21(k)(2) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE TCEQ.

SUPPLEMENTAL EMERGENCY SERVICE FEE

APPLICABLE TO NONRESIDENTIAL WATER SERVICE CUSTOMERS THAT REQUIRE SUPPLEMENTAL SERVICE OVER AND ABOVE THEIR EXISTING WATER SERVICE FROM TIME TO TIME. USAGE TO BE DETERMINED BY CUSTOMER. THE MINIMUM DIAMETER FOR SUPPLEMENTAL SERVICE METER SHALL BE 2 INCHES.

MONTHLY SUPPLEMENTAL SERVICE RATE: \$13.43

PER INCH DIAMETER OF SERVICE CONNECTION METER

TEMPORARY WATER RATE:

Unless otherwise superseded by TCEQ order or rule, if the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to increase its approved gallonage charge

according to the formula:

$$TGC = cgc + \frac{(pr)(cgc)(r)}{(1.0-r)}$$

Where:

- TGC = temporary gallonage charge
 cgc = current gallonage charge
 r = water use reduction expressed as a decimal fraction (the pumping restriction)
 pr = percentage of revenues to be recovered expressed as a decimal fraction, for this tariff pr shall equal 0.5.

To implement the Temporary Water Rate, the utility must comply with all notice and other requirements of 30 TAC 291.21(l).

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE - ALL WATER SUBJECT TO FEE:

Changes in fees imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the following formula:

$$AG = G + B/(1-L),$$

Where:

- AG = adjusted gallonage charge, rounded to the nearest one cent;
 G = approved gallonage charge (per 1,000 gallons);
 B = change in purchased water/district gallonage charge (per 1,000 gallons);
 L = system average line loss for preceding 12 months not to exceed 0.15

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE – PORTION OF WATER SUBJECT TO FEE:

Upon notice from a water supplier of either an increase or a decrease in the cost of purchased water, the utility shall provide notice to customers and the Commission of its intent to implement rates imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through utility-wide as an adjustment to the water gallonage charge according to the following formula:

$$\text{Adjustment to the gallonage rate: } AG = (CP/GB) \times 1,000$$

$$\text{Adjustment to the minimum bill: } AMB = GMB \times AG$$

Where:

- CP: $CP_1 - CP_0$ = Change in cost of purchased water
 CP1: Cost of purchased water during the most recent 12 month period at the new rates;
 CP0: Cost of purchased water during the most recent 12 month period at the previous rates;
 GMB: Number of gallons in the minimum bill, divided by 1,000; and
 GB: Number of gallons billed to customers in excess of the amount included in the monthly minimum bill for the 12 Month period used above.

METER TAMPERING, DAMAGE OR DIVERSION FEE:

One time penalty per occurrence for tampering with or damaging a water meter or any appurtenance thereto including locks and meter boxes or service diversion

of one hundred dollars (\$100.00).

FRANCHISE FEE PASS THROUGH CLAUSE:

Charges a municipality makes for use of streets and alleys pursuant to Tax Code §182.025 or other applicable state law not to exceed 2% or the actual amount charged by the municipality shall be passed through utility-wide as an adjustment to the sewer gallonage charge according to the following formula:

$$AG = G + B$$

Where:

AG = adjusted gallonage charge, rounded to the nearest one cent:

G = approved gallonage charge (per 1,000 gallons) and

B = projected franchise fees payable (per 1,000 gallons).



CITY OF KYLE, TEXAS

Executive Session-Convene, Economic Development

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Convene into Executive Session pursuant to Section 551.087, Tex. Gov't Code, to deliberate offers of financial or other incentives and economic development negotiations with business prospects that the City seeks to have locate, stay or expand in or near the City.

Other Information:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Executive Session-Convene-Bunton Creek PID

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Convene into Executive Session pursuant to Sec. 551.071, Tex. Gov't Code, to consult with the City Attorney regarding contemplated litigation and the matter of the Bunton Creek Public Improvement District and pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas under which the City Attorney has a duty to keep his client, the City Council, reasonably informed, regarding the status of the matter of the Bunton Creek Public Improvement District.

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

Executive Session-Reconvene, Economic Development

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Reconvene into Open Session to take any and all actions as deemed appropriate regarding offers of financial or other incentives and economic development negotiations with business prospects that the city seeks to have locate, stay or expand in or near the City.

Other Information:

Budget Information:

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

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CITY OF KYLE, TEXAS

Executive Session-Reconvene-Bunton Creek PID

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Reconvene into Open Session to take action as deemed appropriate regarding contemplated litigation and the matter of the Bunton Creek Public Improvement District.

Other Information:

Budget Information:

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CITY OF KYLE, TEXAS

(First Reading) Ordinance Reassessing Bunton Creek PID Assessments

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation:

(First Reading) An ordinance reassessing properties located within Bunton Creek Public Improvement District; providing definitions; finding assessments on properties located within the district are excessive and invalid; waiving certain assessments; requiring reassessment of assessments levied against properties located within the district; requiring release of liens; finding assessments levied on properties located within the district are not delinquent; finding other expenses void and unenforceable; determining validity of certain assessments; requiring a reassessment roll; providing a right to an administrative hearing to request adjustments to the reassessment roll; providing for a deadline to request a hearing; creating a hearing committee; providing for disbursement of certain reassessments; requiring reimbursement of assessments, interest or other expenses to be paid from reassessments; providing for collection and disbursement of reassessments; levying reassessments and attaching liens on reassessed properties located within the district; providing for the option to cancel reassessments; providing for a service plan; providing for future improvements and assessments; disallowing enforcement of the ordinance in dissolution; providing for enforcement; providing for efficient and effective administration of the ordinance; providing a legal description of the district; repealing ordinances, resolutions, covenants, deed restrictions, and agreements in conflict; providing for severability; providing for compliance with open meetings law; providing for an effective date; and adopting such other findings and provisions related hereto ~ *Ken Johnson, City Attorney*

- Public Hearing

Other Information:

Budget Information:

Attachments / click to download

 [Bunton Creek PID Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE REASSESSING PROPERTIES LOCATED WITHIN BUNTON CREEK PUBLIC IMPROVEMENT DISTRICT; PROVIDING DEFINITIONS; FINDING ASSESSMENTS ON PROPERTIES LOCATED WITHIN THE DISTRICT ARE EXCESSIVE AND INVALID; WAIVING CERTAIN ASSESSMENTS; REQUIRING REASSESSMENT OF ASSESSMENTS LEVIED AGAINST PROPERTIES LOCATED WITHIN THE DISTRICT; REQUIRING RELEASE OF LIENS; FINDING ASSESSMENTS LEVIED ON PROPERTIES LOCATED WITHIN THE DISTRICT ARE NOT DELINQUENT; FINDING OTHER EXPENSES VOID AND UNENFORCEABLE; DETERMINING VALIDITY OF CERTAIN ASSESSMENTS; REQUIRING REASSESSMENT ROLL; PROVIDING A RIGHT TO AN ADMINISTRATIVE HEARING TO REQUEST ADJUSTMENTS TO REASSESSMENT ROLL; PROVIDING FOR A DEADLINE TO REQUEST A HEARING: CREATING A HEARING COMMITTEE; PROVIDING FOR DISBURSEMENT OF CERTAIN REASSESSMENTS; REQUIRING REIMBURSEMENT OF ASSESSMENTS, INTEREST OR OTHER EXPENSES TO BE PAID FROM REASSESSMENTS; PROVIDING FOR COLLECTION AND DISBURSEMENT OF REASSESSMENTS; LEVYING REASSESSMENTS AND ATTACHING LIENS ON REASSESSED PROPERTIES LOCATED WITHIN THE DISTRICT; PROVIDING FOR OPTION TO CANCEL REASSESSMENTS; PROVIDING FOR A SERVICE AND ASSESSMENT PLAN; PROVIDING FOR FUTURE IMPROVEMENTS AND ASSESSMENTS; DISALLOWING ENFORCEMENT OF THE ORDINANCE IN DISSOLUTION; PROVIDING FOR ENFORCEMENT; PROVIDING FOR EFFICIENT AND EFFECTIVE ADMINISTRATION OF THIS ORDINANCE; PROVIDING A LEGAL DESCRIPTION OF THE DISTRICT; REPEALING ORDINANCES, RESOLUTIONS, COVENANTS, DEED RESTRICTIONS, AND AGREEMENTS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR COMPLIANCE WITH OPEN MEETINGS LAW; PROVIDING FOR AN EFFECTIVE DATE; AND ADOPTING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, Texas Local Gov't Code Sec. 372.020 authorizes and allows the governing body of a municipality to make reassessments or new assessments levied on properties located in a public improvement district ("a district") if the governing body determines that the original assessments are excessive or on the written advice of the governing body's counsel, the governing body determines that the original assessments are invalid; and,

WHEREAS, the City Council of the City of Kyle, Texas is a governing body of a municipality as that term is understood, used and incorporated in Local Gov't Code Chapter 372; and,

WHEREAS, an improvement to a district is a public improvement in the nature and character of a public improvement listed at Local Gov't Code Sec. 372.003; and,

WHEREAS, Local Gov't Code Sec. 372.013 and 372.014 requires the City Council, as the District's governing body, to approve a service plan including an assessment plan for a district based on the annual indebtedness and projected costs for improvements, which may be reviewed and updated annually; and ,

WHEREAS, after complying with the requirements of Local Gov't Code Chapter 372, on July 5, 2005, the City Council approved a "Petition Requesting the Establishment of the Bunton Creek Public Improvement District" and established by Resolution No. 438 the Bunton Creek Subdivision Public Improvement District ("the District"); and,

WHEREAS, by Resolution No. 438 adopted by the City, the City Council approved a Service Plan for the District based on then available estimated costs to design, acquire and construct the Improvements, which included accounting of existing Improvements to Drainage and Street Modifications within Phase 4 of the Bunton Creek addition within the District in the amount of \$53,841; and,

WHEREAS, Local Gov't Code Sec. 372.016 requires that once the total cost of an Improvement is determined, the City is required to prepare a proposed assessment roll setting forth the assessment to be charged against properties within a district, and provide notice of hearings and final determination of the assessment to be charged to an owner of property located within a district as required under the Local Gov't Code; and,

WHEREAS, Local Gov't Code Secs. 372.017 and 372.018 provides for the levying of assessments by the City following notice and public hearing as required under the Local Gov't Code, and creation of a first and prior lien against each property within a district which is assessed, securing payment of assessments charged and interest thereon as permitted under the Local Gov't Code, and a personal liability of and charge against the owners of said property, regardless of whether the owners are named; and,

WHEREAS, pursuant to the formulas established under Resolution 438 and requirements of the Local Gov't Code, including (without limitation, under Local Gov't Code Secs. 372.015, 372.016, 372.017 and 372.018, on August 16, 2005, on Second Reading the City Council passed Ordinance No. 469 which (i) apportioned the cost of Improvements to be assessed against the

property within the District, established reasonable classification and formulas for the apportionment of the costs between the municipality and the area to be assessed (the District), and established the methods of assessing the special benefits for various classes of Improvements, and (ii) established a plan for the levying of assessments as special assessments on the property within the District (“Assessments”), together with a plan for payment of interest which may be charged on such Assessments (“Interest”), and expenses of collection, and reasonable attorney’s fees, if incurred on delinquent payments (collectively, the “Other Expenses”), and approved an assessment roll for the District: and,

WHEREAS, Local Gov’t Code Secs. 372.003 and 372.017 requires an ordinance be adopted that levies assessments as special assessments on properties located in a district for the sole purpose of retiring the indebtedness on the improvements made to a district that confers a special benefit on the properties located in a district, but the assessments necessary to meet annual costs for improvements continue only for (1) the period necessary to retire the indebtedness on the improvements; or (2) the period approved by the governing body for the payment of the amounts; and,

WHEREAS, Local Gov’t Code Sec. 372.017 allows the retirement of the indebtedness on the improvements to be paid as installments in amounts necessary to meet the annual costs for improvements to a district and to continue for the period necessary to retire said indebtedness; and,

WHEREAS, Local Gov’t Code Sec. 372.018 makes the owners of properties located in a district personally liable for such assessments regardless of whether the owners are named, and requires the payment of other expenses, including expenses of collection and reasonable attorney’s fees, if incurred, and the payment of interest accrued on unpaid assessments; and,

WHEREAS, Local Gov’t Code Sec. 372.018 further creates a first and prior lien against each property assessed within a district and a personal liability of and charge against the owner of each property located in a district, both the lien and the personal liability on each property becoming effective and enforceable from the date of the establishment of a district; and,

WHEREAS, the lien imposed by Local Gov’t Code Sec. 372.018 is effective from the date of the ordinance or order levying an assessment only until the assessment is paid, and an assessment levied under Local Gov’t Code Sec. 372.017 is no longer valid or collectible if or when the indebtedness for making the improvements has been retired; and,

WHEREAS, in compliance with Local Gov’t Code Sections 372.017 and 372.018, the City Council passed on Second Reading Ordinance No. 472 on September 20, 2005, that levied Assessments and created Liens on the Properties located in the District and imposed Personal liability on the Owners of such Properties; and,

WHEREAS, legal precedent, including Texas Attorney General opinions and the cases they cite to, indicates that assessments (or special assessments) and any interest accrued and other expenses are valid and collectible only if said assessments are levied for the sole purpose of

retiring the indebtedness for improvements made that confer a special benefit on the properties located in a district; and,

WHEREAS, in accordance with Local Gov't Code Sec. 372.017, the City Council incorporated in Ordinance No. 472 the option to allow Owners of Properties in the District to retire the indebtedness on the Improvements made to the District by making installment payments over a thirty (30) year amortization period or to make a lump-sum payment during the thirty-year period; and,

WHEREAS, Local Gov't Code Sec. 372.018 states that assessment liens may be enforced by a governing body in the same manner that an ad valorem tax lien against real property may be enforced by a governing body, but said section does not include, mention, or otherwise suggest that any other individual or legal entity, including private legal entities, hold the authority to file notice of liens or in any way enforce said liens; and,

WHEREAS, assessments are not equivalent to or in the nature of ad valorem taxes, according to legal precedent, including Texas Attorney General's Opinions and cases cited in said opinions; and,

WHEREAS, nowhere in Local Gov't Chapter 372 is there allowed, authorized, suggested, or intimated that entitlement or title to assessments may be granted by contract, assignment or other arrangement separate and apart from the properties upon which the assessments are levied but rather, assessments are levied as a special assessment on the properties themselves, according to Local Gov't Code Sec. 372.017(a) and further, any liens attached to the properties run with the land, according to Local Gov't Code Sec. 372.018(d), and therefore any contract, assignment or other arrangement that separates or attempts to separate the assessments from the properties against which the assessments are levied is found to be void from its date of execution; and,

WHEREAS, a certain portion of Assessments levied on the Properties located in the District prior to the effective date of this ordinance are subject to Reassessment because the legal entity entitled to the Assessments, based on that legal entity's indebtedness incurred as a result of the Improvements it provided to the District and that conferred a special benefit to the Properties (parcels of land) located within said District, has waived, relinquished, foregone and otherwise surrendered all claims and rights to the Assessments, as evidenced by EXHIBIT "A" which is attached to this ordinance and incorporated herein by reference; and,

WHEREAS, Assessments levied on the Properties located in the District prior to the effective date of this ordinance are found to be invalid, based on the written advice of the City Council's legal counsel, due to certain conditions and facts existing, including, without limitation (i) the excessive amount being charged as Assessments in the context of the indebtedness for Improvements not previously waived, relinquished, foregone and otherwise surrendered by the legal entity entitled to the Assessments, and (ii) the administrative discrepancies, inconsistencies and practices, violations of state law, local ordinance and agency principles of law, misrepresentation, and breach of contract; and,

WHEREAS, because said Assessments are found by the City Council to be excessive and invalid, the City Council is legally authorized to reassess the Assessments levied prior to the effective date of this ordinance against the Properties located in the District in order to protect the public health, safety and welfare; and,

WHEREAS, the City Council finds that Reassessments should be made and levied against each final platted residential lot or tract of land (Properties) within the District, thereby having the effect of reassessing the Personal Liability of Owners of the Properties, and that such Reassessments are substantially in proportion to the benefits to each final platted residential lot (Properties) within the District because of the services and improvements within the District for which the Assessments are levied, and such proportional Reassessments establish substantial justice and equality and uniformity between Owners of the final platted residential lots located within the District (Properties) and between all parties concerned, considering the benefits received and the burdens imposed; and,

WHEREAS, the City Council further finds that in each case the Properties assessed are specially benefited by means of the said services and Improvements within the District and that the apportionment of the cost of the services and Improvements is in accordance with state and local law and the proceedings the City heretofore accomplished with reference to the formation of the District and that the imposition of the Reassessments for said services and Improvements are in all respects valid and regular;

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

Section 1. Findings. The above foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and determines that adoption of this ordinance is legally authorized and is required in order to protect the public health, safety, and welfare.

Section 2. Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning. A term shall include both the plural and the singular if applicable.

“Assessments” shall mean and refer to those amounts levied against Properties and Owners of the Properties located in the Bunton Creek Subdivision Public Improvement District (“the District”) by state law, Ordinance Nos. 469 and 472, Resolution No. 438, the Petition, this ordinance and any other documents imposing or modifying the Assessments, which said Assessments were levied for the purpose of retiring the indebtedness for providing Improvements to the District that conferred a special benefit to the District and the Properties located in the District.

“City or the City” shall mean and refer to the City of Kyle, Hays County, Texas.

“City Council or the City Council” shall mean and refer to the City Council of the City of Kyle, Texas.

“City Council’s Legal Counsel” shall mean and refer to the city attorney of the City of Kyle, or any other attorney the City Council may retain, who may give written or verbal advice to the City Council that determines the Assessments are invalid pursuant to Code Sec. 372.020.

“Code” shall mean and refer to the Local Gov’t Code, Chapter 372, or any of its sections or parts of sections referred to in this ordinance.

“District, the” shall mean and refer to the Bunton Creek Subdivision Public Improvement District established by Resolution No. 438 and further described and governed by Ordinances No. 469 and 472, the Petition, this ordinance and any and all other applicable or relevant documentation or documents of record.

“Improvements” shall mean and refer to improvements in the nature and character of a public improvement listed at Code Sec. 372.003 or in any ordinance or resolution duly passed and adopted by the City Council and includes improvements the City Council may apportion or previously apportioned as required by Code Sec. 372.015, and further includes any and all reasonable classifications and formulas for the apportionment of costs between the City and the District that the City Council establishes or established by ordinance, and further includes the methods of assessing the special benefits for various classes of improvements. The term shall specifically mean and refer to the public improvements reflected on the Service Plan approved by Resolution No. 438, the actual and estimated costs of which the City Council apportioned the cost of to be assessed against the Properties in Ordinance No. 469, and namely (i) construction of streets in Bunton Creek Phases 1 and 2; (ii) drainage and street modifications in Bunton Creek Phase 4; (iii) drainage and street modification in Bunton Creek Phases 5 and 6; and (iv) construction of the Bunton Creek amenity center.

“Interest” shall mean and refer to interest at the rate specified by the City Council in this ordinance beginning at the time or times or on the occurrence of one or more events specified by the City Council.

“Lien” shall mean and refer to the lien described and applied pursuant to Code Sec. 372.018 or as otherwise used in this ordinance.

“Other Expenses” shall mean and refer to, if incurred, expenses of collection and reasonable attorney’s fees on payments paid to satisfy the Assessments. This term does not include Interest.

“Owners” shall mean and refer to those individuals or legal entities that legally own Properties located within the District.

“Parcels of land” means and refers to the lots, tracts and other property located within the District and also referred to as the “Properties.”

“Parties” shall refer to any and all individuals, legal entities, or others to whom this ordinance applies or who are otherwise subject to or governed by this ordinance or by the Code. The term shall include Claimants when applicable.

“Personal Liability” shall mean and refer to a personal charge against the Owners of the Properties located in the District regardless of whether the Owners are named.

“Petition” shall mean and refer to the “Petition Requesting the Establishment of the Bunton Creek Public Improvement District” filed by C4D-I, Ltd., and presented to a prior City Council.

“Properties” shall mean and refer to the parcels of and, including a platted lot or lots, whether developed or undeveloped, or occupied or unoccupied, that are located within the District.

“Reassessment Roll” shall mean and refer to the roll created and as particularly defined under this ordinance.

“Reassessments” shall mean and refer to the Assessments levied against the parcels of land (“Properties”) located in the District pursuant to Ordinance Nos. 469 and 472 that are reassessed under this ordinance by the authority of Code Sec. 372.020.

“Recipient” shall mean and refer to that individual or legal entity, acting either apart or in concert, that receives or has received payments or monies for Assessments, Interest, and/or Other Expenses from Owners of Properties prior to the effective date of this ordinance.

“Representative” or “City’s Representative” shall mean and refer to any qualified entity or entities that the City enters into an agreement with for the purpose of collecting Reassessments under this ordinance or otherwise managing the District, as authorized by Code Sec. 372.0175.

Section 3. Assessments excessive, invalid. Assessments and Other Expenses levied against the Properties located within the District prior to the effective date of this ordinance are found to be excessive and invalid by the City Council under Code Chapter 372 and are to be reassessed pursuant to this ordinance. Assessments, or a portion thereof, may be found to be valid after Reassessment required by this ordinance.

Section 4. Waiver of Assessments. Assessments levied to retire the indebtedness for Improvements made by Qualico KP, LLC (or being known by any other name) (“Qualico”) that conferred a special benefit to the Properties located in the District are waived and forgiven by Qualico and are no longer owed by Owners of said Properties to any Party, including Qualico.

Section 5. Reassessment required. Assessments levied prior to the effective date of this ordinance to retire the indebtedness for Improvements made to the District which are not included in the Assessments waived by Qualico under Section 5 of this ordinance shall be reassessed as required by this ordinance and as authorized by Code Section 372.020.

Section 6. Release of Liens. By the fact that liens may be enforced only by the governing body of a municipality according to Code Sec. 372.018(e), Liens levied or attached, or notice of Liens filed, against the Properties located in the District for the purpose of collecting Assessments, Interest, and Other Expenses, including, without limitation, the Notice of Assessment Lien and First Amended Notice of Assessment Lien recorded in Volume 4876, Pages 446-450 and Volume 4892, Pages 846-450, of the Official Public Records, Hays County, Texas (the “Notices of Lien”), are found by the City Council to not be valid or enforceable and are released pursuant to this ordinance by operation of law, notwithstanding whether any Lien or notice of Lien has been filed in the deed or real property records of Hays County, Texas, against any Property located in the District. Any liens or notices of liens that have been filed by any Party other than the City and are pending are hereby declared to be null and void and of no legal effect and shall be considered to be in violation of this ordinance and state law, including Code Chapter 372. All taxing authorities and political subdivisions may rely on this ordinance as authority to release or set aside said Liens or notice of Liens. The City may take the necessary proper legal action to enforce its authority granted under this section, this ordinance, Code Sec. 372.018(e), and Code Chapter 372. By this ordinance, the Notices of Lien previously filed are rescinded, and the City, through its mayor, city manager, city attorney or other authorized party, shall evidence the rescission and revocation of such Notices of Lien by, and is hereby authorized to execute and file in the deed or real property records of Hays County, Texas, this ordinance or a certified copy thereof or a separate instrument evidencing the rescission and revocation of such Notices of Lien previously filed.

Section 7. Assessments not delinquent; Other Expenses void. Any and all Assessments levied on Properties located in the District, or Personal Liability alleged against Owners, prior to the effective date of this ordinance are found by the City Council to not be delinquent, and no Interest has accrued thereon or is due in connection therewith. Other Expenses claimed or collected on any Assessment levied prior to the effective date of this ordinance and treated as delinquent by any Party are void and not enforceable, unless otherwise agreed upon in writing by the City Council and a Party subsequent to the effective date of this ordinance.

Section 8. Determination of Valid Assessments. Ordinance Nos. 469 and 472 and Resolution No. 438 shall be referred to in order to determine the amount of Assessments levied prior to the effective date of this ordinance. Such amounts determined shall not be used in the Reassessment of said Assessments.

Section 9. Reassessment Roll.

9.1 Reassessment Roll required; purpose. The City or its Representative shall prepare and make available to the public a Reassessment Roll (“Roll”) as provided in this section. The Roll shall include all information required pursuant to state law and this ordinance and shall otherwise comply with all requirements applicable to a reassessment roll under Code Chapter 372. The purpose of the Roll is to serve as the official record of the Reassessments of the Properties located in the District. Assessments levied on Properties in the District prior to the effective date of this ordinance and which have been reassessed in accordance with this

ordinance shall be included on the Roll. Assessments based on the indebtedness waived by Qualico under Section 4 of this ordinance shall be entered as zero(s) in the Roll.

9.2 Calculation of Reassessments still owed. Reassessments still owed by Owners of the Properties in the District, including Interest if applicable, shall be calculated by subtracting the dollar amount of Assessments based on the indebtedness waived by Qualico for the cost of Improvements constructed by Qualico levied prior to the effective date of this ordinance that Qualico made and that conferred a special benefit to said Properties. Assessments not included in the Assessments waived by Qualico and reassessed under this ordinance shall then be apportioned equally among the Owners of said Properties based on the actual and planned number of residential lots developed or to be developed within the District. Said apportionment shall be due and owing by each Owner, plus Interest, if applicable. The apportioned amounts owed by Owners shall be entered in the Roll.

9.3 Presumption of Roll's accuracy. Reassessments owed by Owners as calculated under subsection 10.2 of this ordinance, if any, entered in the Roll shall be presumed to be the accurate amounts of Reassessments owed by Owners. Reassessments may be adjusted in the Roll upon evidence by a Party, and upon acceptance of such evidence by the City Council or its Representative, that the Party made Improvements to the District that conferred a special benefit on the Properties, and the readjusted Reassessment shall be entered on the Roll. Other Parties, including Owners or prior Owners, may also request the Roll be adjusted for the reason that said Owner made a payment or payments of Assessments previously, upon evidence presented by the other Parties and accepted by the City Council or its Representative. In order to request an adjustment under this subsection, a Party must present in writing the request to adjust, addressed to the City Manager, and either hand-delivered or sent via certified mail, return receipt requested. The City or its Representative shall set the request on an agenda of the City Council to be heard by the City Council within a reasonable time.

9.4 Prior assessment rolls and service and assessment plan invalid. Assessment rolls and/or any service and assessment plan adopted by the City Council or relied upon or referenced to prior to the effective date of this ordinance shall no longer be valid or in force or effect and shall no longer determine or otherwise control the Reassessments on Properties located within the District. The City or its Representative may refer to said prior assessment rolls and/or assessment and service plans if beneficial in determining any Reassessments, including Property descriptions and ownership of said Property listed in the prior assessment rolls.

9.5 Reassessment Roll adopted by ordinance. By majority vote, the City Council shall adopt an ordinance that includes and incorporates the Reassessment Roll required by this ordinance.

Section 10. Right to administrative hearing.

10.1 Request for Roll adjustment denied. If the City denies and does not accept a request for adjustment to the Roll under Section 10 of this ordinance, a Party shall have the right to an administrative hearing ("Hearing") before a committee made up of City staff members

appointed by the city manager (“the Hearing Committee”). The Hearing is administrative in nature and is not a meeting open to the public.

10.2 Grounds for Hearing. A Party shall be entitled to a Hearing only if a Party alleges one of the following grounds:

10.2.1 A Party made Improvements that conferred a special benefit to the Properties within the District but the Roll does not show Reassessments, or the Roll shows inaccurate Reassessments, for the purpose of retiring the indebtedness claimed to have been incurred by the Party for said Improvements; or,

10.2.2 If a Party is an Owner or former Owner, the Owner or former Owner alleges that the Roll does not show accurate amounts due and owing by the Owner or former Owner.

10.3 Qualification for Hearing. A Party may request a Hearing for the purpose of being granted a Reassessment only if the Party made Improvements that conferred benefits to the Properties in the District and the Reassessment is for the purpose of retiring the indebtedness incurred by the Party making the Improvements.

10.4 Claim for Interest. Any claim for Interest accrued on the Reassessments may be heard by the Hearing Committee at the same Hearing being held to consider a claim for Reassessments brought under this Section.

10.5 Claim for Other Expenses. A claim by any Party for Other Expenses accrued on Reassessments shall be decided by a court of competent jurisdiction.

10.6 Right to Hearing and City’s Representative. A Party shall be entitled to a Hearing under this section if the City has contracted with another tax authority or political subdivision to collect Reassessments and Interest, providing all other terms and conditions of this section have been complied with by the Party requesting a Hearing.

10.7 Proceedings; decision of Hearing Committee final. At the Hearing a Party may be represented by legal counsel. The Party may present written or verbal evidence, including witnesses, at said Hearing. The city attorney may present written or verbal evidence, including witnesses, at said Hearing. After the Hearing, the Hearing Committee shall, by majority vote, either grant or deny a Party’s request and promptly notify a Party of its decision. No subsequent Hearing shall be allowed on the same request. The decision of the Hearing Committee shall be final.

10.8 Notice of Hearing. The City or its Representative shall provide at least three (3) calendar days’ notice to the Party and to the Owners prior to the Hearing. If the notice is not timely and adequately provided as required by this subsection to a Party or to Owners, the Hearing shall be set at a future date, and any notice provided at least three (3) calendar days before the Hearing shall suffice for a Hearing set on a subsequent date. The notice shall be in the

form of written correspondence mailed by certified mail, return receipt requested, or by email sent to an email address of the Party and Owners validated by said Party and Owners. If the notice is sent by mail, the date of delivery (or the date of refusal of delivery) shall be considered the first day of the three-day notice required under this subsection.

10.9 Nature of evidence. To be entitled to Reassessments or Interest as set forth in this section, the evidence presented by a Party must be in the form of documentation or other verifiable information, including witnesses, that objectively and unequivocally support the Party's claim. Hearsay or mere oral representations without substantiation shall not suffice as acceptable evidence to be taken into account by the Hearing Committee in making its ruling. The City, as represented by the city attorney, may have the opportunity to rebut a Party's evidence and to present its own evidence.

10.10 Post-Hearing procedures. One of the following procedures shall be complied with after the Hearing Committee makes its ruling.

- 10.10.1 If the Hearing Committee votes by a majority to grant the request of a Party that is based on the claim that the Party made Improvements that conferred a special benefit to the Properties within the District but the Roll does not show said Reassessments, or the Roll shows inaccurate Reassessments, for the purpose of retiring the indebtedness proved by a Party to have been incurred by the Party for said Improvements, the Roll shall be adjusted to reflect the Hearing Committee's ruling and the granted Reassessments shall be timely disbursed to the Party. Only the amount of Reassessments in proportion to the Improvements on which the Party is or was indebted shall be disbursed.
- 10.10.2 If the Hearing Committee votes by a majority to grant the request of an Owner or a former Owner, the City shall take whatever action is necessary to comply with the Hearing Committee's decision.
- 10.10.3 If the Hearing Committee votes by a majority to deny a request by either a Party or an Owner or former Owner, no further action shall be required.

10.11 Other grounds for a Hearing. A Party shall also have the right to a Hearing before the Hearing Committee pursuant to Section 14 of this ordinance.

10.12 Deadline for request. A Hearing shall not be allowed, nor heard by the Hearing Committee, unless a Party requests a Hearing in accordance with this ordinance within sixty (60) calendar days from the effective date of this ordinance.

Section 11. Disbursement of Reassessments. If it has been determined by the Hearing Committee under Section 11 of this ordinance that a Party is entitled to Reassessments and/or

Interest, and the City or its Representative has collected all or part of such Reassessments and Interest, the City or its Representative shall disburse the Reassessments and Interest to said Party annually but no later than January 15th of the year after such Reassessments and/or Interest have been collected by the City or its Representative. A Party is obligated to keep the City or its Representative informed of any current address to which said Reassessments and Interest may be sent. In the event the Party does not keep the City or its Representative notified of its current address, the City shall retain the Reassessments and Interest due the Party until the Party provides a current address, but if a Party has not provided a current address to the City or its Representative within ninety (90) days from the date the City or its Representative receives an undeliverable disbursement, it is presumed the Party has abandoned its claim, and the City shall return the Reassessments and Interest to the Owners who originally paid such Reassessments and Interest.

Section 12. Reimbursement of Assessments, Interest or Other Expenses paid by an Owner or former Owner. An Owner or former Owner may request a Hearing before the Hearing Committee to request a reimbursement of Assessments, Interest, and Other Expenses the Owner claims to have paid to a third party. The Owner or former Owner shall present evidence to support the claim. If the Hearing Committee agrees with the Owner's claim, the amount of said claim, or a part thereof as determined by the Hearing Committee, shall be deducted from the amount, if any, that may otherwise be due and owing to a Party that is entitled to disbursement of Reassessments for the purpose of retiring the indebtedness to said Party as a result of the Party making Improvements that conferred a special benefit to the Properties within the District. If the Hearing Committee denies the claim for reimbursement, said reimbursement shall not be deducted from said Party.

Section 13. Collection and disbursement of Reassessments.

13.1 Contract for collection and disbursements. The City may execute an interlocal agreement with another entity as allowed by Code Section 372.0175 to act as the City's Representative to collect Reassessments and accrued Interest due and payable by Owners, if any, and to disburse the Reassessments and accrued Interest to any Party entitled to such disbursements as governed by Section 12 of this ordinance.

13.2 Other Expenses. The City or its Representative shall not be responsible or in any way obligated under this ordinance or otherwise legally required to collect or attempt to collect from Owners any Other Expenses claimed by any Party against Owners.

13.3 Notice to Owners. The City or its Representative shall provide notice as set forth in this subsection to Owners liable for Reassessments and Interest due and owing. The City or its Representative shall mail first-class notices, or provide notice via email addresses verified by Owners, of Reassessments due and owing, and Interest accrued, to the Owners annually but no later than October 1st of each year. Each Owner is responsible to provide a current address or email address to the City's Representative or to the City's finance director if the City has no Representative. The City and its Representative is not liable and shall not be held responsible for notices sent to addresses that are not current or that are not delivered to any Owner by fault of a party other than the City or its Representative. If and when the City contracts with a

Representative, it shall promptly notify the Owners and other Parties of the Representative's address, telephone number(s) and email address.

13.4 Due date of Reassessments and Interest. Owners subject to payment of Reassessments and Interest shall make payment to the City or its Representative no later than December 1st of each year such Reassessments and Interest are due and owing. Lack of notice to Owners as set forth in this section after an Owner has received prior notice in an earlier year shall not excuse or forgive an Owner from being liable for such payment.

13.5 Nonpayment. An Owner who fails or refuses to make payment as required under this section shall be considered delinquent, and the City shall have the right to take legal action against the delinquent Owner, including foreclosure on the Owner's Property pursuant to the Lien created on said Property. The Owner shall be liable for reasonable attorney's fees accrued by the City in taking legal action for delinquent nonpayment.

Section 14. Other remedies. The adoption of this ordinance is not intended to, or should be read to, prevent, prohibit or challenge a Party's or Owner's right to seek legal redress in another venue or forum, including the right to seek legal or equitable relief in a court of competent jurisdiction.

Section 15. Reassessments levied.

15.1 Reassessment amount. A Reassessment excluding the Assessments waived by Qualico under section 5 of this ordinance is levied on the Properties in the District. The Reassessments shall be in the amount required to retire the indebtedness of a Party that made Improvements that are listed on Exhibit "B" of Ordinance No. 469 ("No. 469-Exhibit B"), attached as Exhibit "C" to this ordinance and incorporated by reference herein, which benefitted the Properties in said District. Reassessments shall not be due and owing to retire the indebtedness of a Party if the Party did not actually make an Improvement listed on No. 469-Exhibit "B". Improvements not listed on No. 469-Exhibit "B" shall not be included for the purpose of retiring indebtedness, notwithstanding the claim that Improvements were made the benefitted the Properties. Said Reassessments are reassessed against the real and true Owners of Properties located within the District (whether such Owners be correctly named or not) and shall be due and owing by each Owner on an apportionment basis, as required by this ordinance. The Reassessments shall not take into account any Assessments, Interest or Other Expenses waived under this ordinance or otherwise declared by this ordinance to be invalid or excessive.

15.2 Lien attached. The amount of the Reassessments as well as reasonable attorney's fees and costs of collection in the case of delinquent accounts, are hereby declared to be and are made a Lien upon each final platted residential lot (Properties) against which the same are levied and assessed, and a Personal Liability and charge against the real and true Owners of such lots (Properties), including successors and assigns, whether such Owners be named herein or not, and said Liens shall be and constitute the first enforceable lien and claim against the lots (Properties) on which said Reassessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and city ad valorem taxes. A Lien shall also attach to any Interest which may accrue from the effective date of this ordinance.

15.3 Effective date of Reassessment. This Reassessment, although levied and reassessed by this ordinance and effective as of the date of this ordinance, shall not be applied to each final platted residential lot (Properties) in a particular phase until the first January 1st to occur after (i) all water, sewer, drainage, and roadway improvements for the subdivision containing the residential lot have been completed and accepted by the City Council and (ii) the final plat for the subdivision containing the lot has been recorded in the real property records of Hays County, Texas, for the particular phase. The date the Reassessment is applied is hereinafter called the "Reassessment Date."

15.4 Lump sum payment. Any Owner may pay in full and at any time the Reassessment amount (or the remaining unpaid balance), together with all accrued and unpaid Interest due thereon, if any. After the Reassessment amount is paid in full, including all accrued Interest, no further amounts shall be assessed against the Property.

15.5 Amortized payments. In lieu of full payment or balance thereof as provided for in this Section, any Owner may pay the reassessment and Interest that accrues from the effective date of this ordinance on a yearly basis amortized over ten (10) years. An annual interest rate of five percent (5%) shall accrue on all unpaid balances. The amount of the amortized payments shall be set by ordinance adopted by the City Council and based on whether, at the time the Reassessments are calculated, a Property contains a completed home or does not contain a completed home.

15.6 Multiple Owners. Where more than one individual or legal entity owns an interest in any final platted residential lot (Property), each said individual or legal entity shall be jointly and severally liable for the total Reassessment against the lot (Property) and any accrued interest.

15.7 Personal Liability. All Reassessments levied and reassessed by this ordinance are a Personal Liability and charge against the real and true Owners of the Properties, including successors and assigns, notwithstanding such Owners may not be named or may be incorrectly named.

15.8 Validity of Assessments and liens. The Reassessments herein levied and assessed, and Liens incorporated herein, are made and levied under and by virtue of the terms, powers and provisions of applicable state law.

Section 16. Cancellation of Reassessments. If it is determined by the City Council at any time that the indebtedness on the Reassessments has been retired in accordance with Code Secs. 372.017 and 372.018, the City Council may by majority vote cancel any remaining Reassessments and waive the Personal Liability imposed by this ordinance on all Owners of Properties located in the District.

Section 17. Service and Assessment Plan. A Service and Assessment Plan ("Service Plan") shall be prepared by the City or its Representative for the Reassessments if one is necessary for compliance with this ordinance or state law. The annual indebtedness set forth in No. 469-Exhibit B shall no longer be controlling nor shall No. 469-B be relied upon or

controlling for the purpose of determining indebtedness or for any other purpose of this ordinance. If applicable and necessary, costs for Improvements and Reassessments for subsequent calendar years set forth in the Service Plan to be prepared by the City or its Representative shall be reviewed and updated annually by the City Council. The City shall not be responsible or legally liable for any future Improvements, and the District shall pay all costs of future services and Improvements.

Section 18. Future Improvements and Assessments. The City Council may adopt by ordinance a revised Service Plan and revised Assessment Roll to govern Improvements and Assessments for phases of the District that may be completed from and after the effective date of this ordinance and that comply with Code Chapter 372.

Section 19. Dissolution. This ordinance shall not apply to or be enforceable against any tracts of land or owners of such tracts of land developed in the Bunton Creek Subdivision subsequent to the District being dissolved pursuant to Code Chapter 372 in the event such dissolution occurs.

Section 20. Enforcement. Failure or refusal by any individual, legal entity, or other party to comply with the provisions of this ordinance is a violation of state and local law, and the City may seek any available legal remedy in order to compel any individual, legal entity, or party to comply with the provisions of this ordinance.

Section 21. Administration of ordinance. The City Council authorizes the city manager to implement rules, procedures and policies necessary to carry out the purpose and enforcement of this ordinance in an efficient and effective manner.

Section 22. Legal description of District boundaries. The boundaries of the District shall be described in EXHIBIT "B" which is attached hereto and incorporated herein by reference.

Section 23. Prior ordinances, resolutions, agreements in conflict. Any and all ordinances, resolutions, covenants, deed restrictions, and agreements and parts of ordinances, resolutions, covenants, deed restrictions, and agreements that are in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 24. Recordation of ordinance. The City shall record a certified copy of this ordinance in the official real property records of Hays County, Texas.

Section 25. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 26. Open meetings compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time

required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 27. Effective date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the 15th day of July, 2014.

PASSED AND ADOPTED on second reading the _____ day of _____, 2014.

R. Todd Webster, Mayor, City of Kyle, Texas

ATTEST:

Amelia Sanchez, City Secretary, City of Kyle, Texas

APPROVED AS TO FORM:

W. Ken Johnson, City Attorney, City of Kyle, Texas

EXHIBIT "A"
QUALICO DOCUMENTATION



7940 Shoal Creek Boulevard
Suite 201
Austin, TX 78757
P: 512.371.8937

May 19, 2014

www.qualico.com

Ken Johnson, Esq.
City Attorney
City of Kyle
100 W. Center Street
P.O. Box 40
Kyle, TX 78640

Re: Bunton Creek PID

Dear Mr. Johnson:

This letter is to memorialize some of our recent conversations regarding the Bunton Creek Public Improvement District (PID). As you know the PID was established in order to collect assessments to reimburse the "developer" for certain specific public improvements to be constructed in the Bunton Creek Subdivision (Bunton Creek). Qualico KP, LLC has paid for the vast majority of these existing improvements, more specifically the Phase 3A, (including the amenity center and associated improvements), the Phase 1A and the Phase 6A improvements but excluding any improvements associated with Phase 4, that are subject to reimbursement by the PID. Neither Qualico KP, LLC nor any of its affiliates is seeking, nor will they seek, reimbursement by the PID for any of these public improvement expenditures made by them.

Attached for your information is a copy of the Assumption that we have discussed, involving an assignment by C4D-I, Ltd. to Qualico KP, LLC of certain rights under the Development and Settlement Agreement relating to the Bunton Creek Subdivision. As discussed, the assignment made by this document excludes certain reimbursement rights from the PID. We are told that C4D-I, Ltd. or one of its affiliates, is now claiming that this exclusion from the assignment amounts to an affirmative assignment by Qualico KP, LLC of rights to reimbursement from the PID for funds expended by Qualico KP, LLC or its affiliates. Qualico KP, LLC never intended to make any such assignment and we do not believe that the instrument does make such an assignment; however, we nonetheless think it is important point it out.

If you have any question regarding this matter, please do not hesitate to call.

Best Regards,

Vera D. Massaro
Vice President
Qualico Communities

cc: City Manger

ASSUMPTION
(Developer Agreement)

STATE OF TEXAS

§

COUNTY OF HAYS

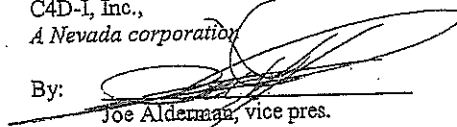
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, C4D-I Ltd., a Texas limited partnership ("Assignor"), has CONVEYED and ASSIGNED and by these presents does CONVEY and ASSIGN unto Qualico KP., LLC., ("Assignee"), and Assignee does assume and accept assignment of, the following:

All rights, privileges, obligations and claims of Assignor of whatever kind and of whatever nature which arise out of that one certain "Development Agreement" (including any amendments thereto) entered into between The City of Kyle, 151 Ltd., and RTM/HER#1 Ltd., (including any successors and assigns thereof) with an Effective Date of July 29, 2004, except to the extent of any breach of, or wrongful performance under, the Development Agreement by Assignor or its predecessors, SAVE AND EXCEPT the right to receipt of the revenue disbursed pursuant to paragraph J, section II, of Exhibit "H" to the Development Agreement, to wit: the right to receipt of revenue to be realized from the PID interest, estimated at \$190.35 per lot, per annum, as authorized by the City of Kyle through public hearings held according to law.

TO HAVE and TO HOLD the above-described, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Assignee forever.

C4D-I, Ltd.
A Texas limited partnership
By its general partner
C4D-I, Inc.,
A Nevada corporation

By:

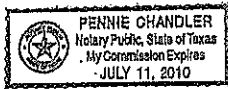


Joe Alderman, vice pres.

Acknowledgement

SWORN TO and subscribed before me, the undersigned Notary Public, by Joe Alderman, vice president of C4D-I, Inc., as general partner of C4D-I, Ltd., on the 15th day of September, 2006.

Pennie Chandler
NOTARY PUBLIC



Qualico KP, LLC
By: Qualico Developments (U.S.), Inc.,
Sole Manager

By: _____
Name: _____
Title: _____

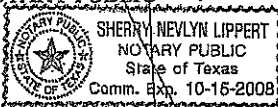
Acknowledgement

SWORN TO and subscribed before me, the undersigned Notary Public, by _____ of Qualico Developments (US), Inc., sole manager of Qualico KP, LLC, on the ____ day of September, 2006.

NOTARY PUBLIC

Acknowledgement

SWORN TO and subscribed before me, the undersigned Notary Public, by Joe Alderman, vice president of C4D-I, Inc., as general partner of C4D-I, Ltd., on the 15th day of September, 2006.

Sherry Nevelyn Lippert
NOTARY PUBLIC


Qualico KP, LLC
By: Qualico Developments (U.S.), Inc.,
Sole Manager

By: [Signature]
Name: BRIAN HIGGINS
Title: ASSISTANT SECRETARY

Acknowledgement

SWORN TO and subscribed before me, the undersigned Notary Public, by Brian Higgins Asst. Secy of Qualico Developments (US), Inc., sole manager of Qualico KP, LLC, on the 15th day of September, 2006.

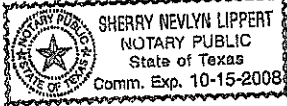
Sherry Nevelyn Lippert
NOTARY PUBLIC


EXHIBIT "B"

**LEGAL DESCRIPTION
BUNTON CREEK PUBLIC IMPROVEMENT DISTRICT**

FIELD NOTES FOR 97.30 ACRES OUT OF THE

ROBERT CARSON SURVEY, ABSTRACT NO. 135 HAYS COUNTY, TEXAS ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN MB ATKINSON SURVEY, ABSTRACT NO. 21 IN HAYS COUNTY, TEXAS AND BEING SAME CALLED 97.266 ACRES DESCRIBED IN A WARRANTY DEED CONVEYANCE DATED DECEMBER 12, 1997 TO RTM/HER # 1 AS RECORDED IN VOLUME 1366, PAGE 668 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found near a fence corner post in the apparent southwesterly right-of-way line of County Road 151 (Bunton Lane) for the northerly corner of the tract described herein, same being the easterly corner of the Louis E. Daugherty/Bobby J. Hagedorn. 52.51 acre tract (DRHC V-288, P-297 and V-346, P-463);

THENCE, with the apparent southwesterly right-of-way line of County Road 151, S 45°19'28" E for a distance of 1069.21 feet to a 1/2-inch iron rod found for the easterly corner of the tract described herein, same *being* the northerly corner of the Walter A Schmeltekopf, Jr. 100.58 acre tract (OPRHC V-1131, P-335)

THENCE, S 44°44'52" W along the northwesterly line of said Schmeltekopf 100.38 acre tract and the southeasterly line herein for a distance of 4366.03 feet to a 1/2-inch iron rod found for the southerly corner of the tract described herein, same being the westerly corner of said Schmeltekopf 100.58 acre tract

THENCE with the southwesterly line of the tract described herein in the following two courses and distances:

- (1) N 50°31'53" W for a distance of 166.86 feet to a 1/2-inch iron rod found near a wood fence corner post for an angle point herei
- (2) N 49°23'44" W with the common northerly line of the FC Sunset Ridge, LP 199.346 acre tract (OPRHC, V-1631, P-17) for a distance of 797.93 feet to a 1/2-inch iron rod found near a wood fence corner post for the westerly corner of the tract described herein, same being the southerly corner of the southeasterly corner of the Joe P. Franke 52.5 acre tract (DRHC, P-215, P-107)

THENCE with the northwesterly line of the tract described herein in the following two courses and distances:

- (1) N 44°47'17"E with the common southeasterly line of said Franke 52.5 acre tract and in part along the southeasterly line of said Louis E. Daugherty/Bobby J. Hagedorn 52.51 acre tract for a distance of 4265.08 feet to a 1/2-inch iron rod found near a wood fence corner post for an angle point herein;
- (2) N / 2°12'10" E with the common southeasterly line of said Louis E. Daugherty/Bobby J. Hagedorn 52.51 acre tract for a distance of 204.87 feet to the PLACE OF BEGINNING and containing 97.30 acres of land in Hays County, Texas.

BEARING BASIS - Boundary record call S 45° 19'28" E described in a conveyance of 97.266 acres to RTM/HER #1 as recorded in *Volume 1366*, Page 668 of the Official Public Records of Hays County, Texas.

The undersigned does hereby certify that the foregoing field notes represents the results of an on the ground survey made under my supervision and direction completed on May 20, 2001 of the property legally described herein and said description is correct to the best of my knowledge and that there are no visible discrepancies, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place except as noted herein or on the plat to accompany field notes.

Portions of this property is within an area designated as having a special flood hazard designation of AE and A according to the F.E.M.A. Flood Insurance Rate Map 48209C0205 E, dated February 18, 1998.

Date Survey Completed: May 20, 2001

Melvin B. Hodgkiss
Registered Professional Land Surveyor No. 2808

FIELD NOTES

Being a 50.02 acre tract of land located in M.B. Atkinson Survey, Abstract 21, in Hays County, Texas, and being a portion of a call 51.99 acre tract of land recorded in the name of Harold W. Franke in volume 95, page 132 of the D.R.H.C., said 50.02 acre tract being more particularly described by metes and bounds as follows: (Bearings are based on the said recorded deeds);

Commencing at 1/2-inch iron rod found at the northwest corner of a call 52.51 acre tract of land recorded in the names of Lois Elaine Franke and Bobby Jean Franke Hagedorn in volume 115, page 107 of the D.R.H.C., said iron rod being on the southern right-of-way (R.O.W.) line of County Road 151;

Thence, with the northwest line of said 52.51 acre tract, South 44 degrees 56 *minutes* 11 seconds West, a distance of 2276.48 feet to a 5/8-inch iron rod found at the southwest corner of said 52.51 acre tract and being the Point of Beginning of the herein described tract

Thence, with south line of said 52.51 tract, South 44 degrees 00 minutes 00 seconds East, a distance of 992.35 feet to a 5/8-inch iron rod set at the southeast corner of said 52.51 acre tract, said iron rod also being on the northwest line of a call 100.58 acre tract of land recorded in the name of Emil Schmeltkopf, et al, in volume 164, page 243 of the D.R.H.C.

Thence, with said northwest line South 45 degrees 00 minutes 00 seconds West a distance of 2158.80 feet to a 5/8-inch iron rod found at the southwest corner of said 100.58 acre tract, said iron rod also being on the northerly line of a call 199346 acre tract of land recorded in the name of *Randall* Benderson 1993-1 Trust in volume 1391, page 423 of the D.R.H.C.;

Thence, with said northerly line, North 44 degrees 00 minutes 00 seconds West, a distance of 813.55 feet to a 5/8-inch iron rod set

Thence, continuing with said northerly line, South 89 degrees 15 minutes 00 seconds West, a distance of 288.48 feet to a 5/8-inch iron rod found, said iron rod being the southeast corner of the aforesaid 105.2 acre tract

Thence, with the southeast line of said 105.2 acre tract, North 44 degrees 56 minutes 14 seconds East, a distance of 1028.33 feet to a 5/8-inch iron rod found,

Thence, through and across aforesaid 51.99 acre tract the following five (5) courses and distances;

1. South 52 degrees 06 minutes 13 seconds East, a distance of 49.01 feet to a 5/8-inch iron rod found
2. North 38 degrees 33 minutes 12 seconds East, a distance of 87.34 feet to a 5/8-inch iron rod found;
3. North 35 degrees 53 minutes 43 seconds East, a distance of 61.20 feet to a 5/8-inch iron rod found;
4. North 43 degrees 30 minutes 39 seconds East, a distance of 173.36 feet to a 5/8-inch iron rod found;
5. North 44 degrees 56 minutes 40 seconds East, a distance of 1013.66 feet to the Point of Beginning and containing 50.02 acres of land, more or less.

FIELD NOTES

Being a 51.71 acre tract of land located in MS. Atkinson Survey, Abstract 21, in Hays County, Texas, and being all of a call 52.51 acre tract of land recorded in the names of Lois Elaine Franke Dougherty and Bobby Jean Franke Hegedorn *in* volume 115, page 107 of the Deed Records, of Hays County (D.R.H.C.), said 51.71 acre tract being more particularly described by metes and bounds as follows: (Bearings are based on the said recorded deed);

Beginning at a 1/2-inch iron found, said iron rod being the most northerly northeast corner of a called 51.99 acre tract of land recorded *in* the name of Harold W Franke *in* volume 95, page 132 of the D.R.H.C., said iron rod being on the southerly right-of-way (R.O.W.) line of County Road 151;

Thence, with the southerly line of said County Road, South 44 degrees 02 minutes 11 " seconds East, a distance of 884.52 feet to a 5/8-inch iron rod found, said iron rod being the northwest corner of a call 100.58 acre tract of land recorded in the name of *Emil* SchmeJtekopf *in* volume 164, page 243 of the D.R.H.C.;

Thence, with the northwest line of said 100.58 acre tract, South 12 degrees 24 minutes 48 seconds West, a distance of 204.85 feet to a 5/8-inch iron rod found;

Thence, continuing with said northwest line, South 45 degrees 00 minutes 00 seconds West, a distance of 2106.32 feet to a *5/8-inch* iron rod *S* said iron rod *being* the northeast corner of the aforesaid 51.99 acre tract;

Thence, with the northeast line of said 51.99 acre tract, North 44 degrees 00 minutes 00 seconds West, a distance of 992.35 feet to a 5/8-inch iron rod found, said iron rod *being* an interior corner of said 51.99 acre tract;

Thence, with the northeast line of said 51.99 acre tract, North 44 degrees 56 minutes 11 seconds East, a distance of 2276.48 feet to the Point of Beginning and containing 51.71 acre of land, more or less.

EXHIBIT "C"

**EXHIBIT "B" OF ORDINANCE NO. 469
(NO. 469-EXHIBIT B)**

EXHIBIT B - SERVICE PLAN
Burton Creek Public Improvement District

		2006	2007	2008	2009	2010	2011	
STREETS-Phase 1 & 2								
Description	Quantity	Unit	Cost/Unit	Ex. Cost	35.00%	55.00%	10.00%	0.00%
Excavation	61,899	SY	4.10	253,786	88,825	139,582	25,379	100.00%
6" Subgrade Prep - lime slab *	41,454	SY	4.60	190,688	66,741	104,879	19,069	253,786
8" CLB	36,957	SY	7.70	284,569	99,599	156,513	28,457	190,688
11.5" CLB	4,498	SY	10.60	47,679	16,688	26,223	4,768	284,569
1.5" HMAC	30,612	SY	4.55	139,285	48,750	76,607	13,928	47,679
2" HMAC	3,884	SY	5.69	22,100	7,735	12,155	2,210	139,285
Curb & gutter	20,874	LF	7.60	158,642	55,525	87,253	15,864	22,100
Curb Inlet, 5 ft	4	EA	2,530.00	10,120	3,542	5,566	1,012	158,642
Curb Inlet, 10 ft	31	EA	3,135.00	97,185	34,015	53,452	9,719	10,120
Curb Inlet, 15 ft	21	EA	4,345.00	91,245	31,936	50,185	9,125	97,185
4' Concrete sidewalk	10,437	LF	11.25	117,416	41,096	64,579	11,742	91,245
6' Conc. Valley gutter *	1,080	LF	55.00	59,400	20,790	32,670	5,940	117,416
Barracades	11	EA	935.00	10,285	3,600	5,657	1,029	59,400
Signs, misc.	30	EA	295.00	8,850	3,098	4,868	885	10,285
Total Streets				1,491,250	521,938	820,188	149,125	1,491,250

		Quantity	Unit	Cost/Unit	Ex. Cost	Ex. Cost	Ex. Cost	Ex. Cost	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
DRAINAGE & STREET MODIFICATIONS, Ph 4 (EXISTING)														
Description	Quantity	Unit	Cost/Unit	Ex. Cost	4.160	3,661	(24,068)	38,239	(14,490)	23,184	(264)	539	1,345	5,064
Additional excavation & embank	1040	CY	4.00	4,160	4,160	3,661	(24,068)	38,239	(14,490)	23,184	(264)	539	1,345	5,064
6" Subgrade prep-lime slab.	966	SY	3.79	3,661	3,661	(24,068)	38,239	(14,490)	23,184	(264)	539	1,345	5,064	1,566
8" CLB	-5313	SY	4.53	(24,068)	(24,068)	38,239	(14,490)	23,184	(264)	539	1,345	5,064	1,566	2,518
11.5" CLB	6279	SY	6.09	38,239	38,239	(14,490)	23,184	(264)	539	1,345	5,064	1,566	2,518	5,551
1.5" HMAC	-4830	SY	3.00	(14,490)	(14,490)	23,184	(264)	539	1,345	5,064	1,566	2,518	5,551	690
2" HMAC	5796	SY	4.00	23,184	23,184	(264)	539	1,345	5,064	1,566	2,518	5,551	690	6,600
Curb & Gutter	-36	LF	7.34	(264)	(264)	539	1,345	5,064	1,566	2,518	5,551	690	6,600	19
6' Concrete valley gutters	12	LF	44.90	539	539	(473)	6,600	19	53,841	19	(473)	6,600	19	53,841
Extend 18" RCP	29	LF	46.39	1,345	1,345	5,064	1,566	2,518	5,551	690	6,600	19	53,841	19
Relocate 10' inlet	3	EA	1,688.00	5,064	5,064	1,566	2,518	5,551	690	6,600	19	53,841	19	53,841
Extend 3x7 box culvert	6	LF	261.00	1,566	1,566	2,518	5,551	690	6,600	19	53,841	19	53,841	19
Relocate 5 1/4 hydrants	2	EA	1,259.00	2,518	2,518	5,551	690	6,600	19	53,841	19	53,841	19	53,841
Construction staking	1	EA	5,551.00	5,551	5,551	690	6,600	19	53,841	19	53,841	19	53,841	19
Barracades	30	LF	23.00	690	690	(473)	6,600	19	53,841	19	53,841	19	53,841	19
Revegetation	-966	SY	0.49	(473)	(473)	6,600	19	53,841	19	53,841	19	53,841	19	53,841
Remobilization	1	EA	6,600.00	6,600	6,600	19	53,841	19	53,841	19	53,841	19	53,841	19
Trench safety	35	LF	0.55	19	19	53,841	19	53,841	19	53,841	19	53,841	19	53,841
Total Drainage				53,841	53,841	19	53,841	19	53,841	19	53,841	19	53,841	19

		Quantity	Unit	Cost/Unit	Ex. Cost	40.00%	26.00%	34.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
DRAINAGE & STREET MODIFICATIONS, Phs. 5&6 (PROPOSED)														
Description	Quantity	Unit	Cost/Unit	Ex. Cost	40.00%	26.00%	34.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Additional excavation & embank	2080	CY	4.10	8,528	3,411	2,217	2,900	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
6" Subgrade prep-lime slab.	3043	SY	4.60	13,998	5,599	3,639	4,759	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Additional 8" CLB	2029	SY	7.70	15,623	6,249	4,062	5,312	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Additional 1.5" HMAC	1932	SY	4.55	8,791	3,516	2,286	2,989	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Curb & Gutter	-72	LF	7.60	(547)	(219)	(142)	(186)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Total				53,841	19	53,841	19	53,841	19	53,841	19	53,841	19	

EXHIBIT B - RVICE PLAN

Bunton Creek Public Improvement District

		2006	2007	2008	2009	2010	2011	
6" Concrete valley gutters	24 LF	\$ 528	\$ 343	\$ 449				1,320
Extend 18" RCP	58 LF	\$ 1,076	\$ 700	\$ 915				2,691
Trench safety	70 LF	\$ 35	\$ 23	\$ 30				88
Total Drainage		\$ 20,196	\$ 13,128	\$ 17,167	\$ -	\$ -	\$ -	\$ 50,491

AMENITY COSTS-Area P-1

Description	Quantity	Unit	Cost/Unit	Ex. Cost	Ex. Cost	55.00%	5.00%	0.00%	0.00%	0.00%	
flatwork - tennis ct.	15123	SF	\$ 3.30	\$49,905.90	\$19,962.36	\$ 27,448	\$ 2,495				60.00%
flatwork - sidewalks, misc.	1792	SF	\$ 3.30	\$5,913.60	\$2,365.44	\$ 3,252	\$ 296				\$49,905.90
revegetation	24055	SY	\$ 2.40	\$57,732.00	\$23,092.80	\$ 31,753	\$ 2,887				\$5,913.60
Parking Additional excavation &	425	CY	\$ 4.10	\$1,743	\$ 697	\$ 453	\$ 592				\$57,732.00
Parking 6" Subgrade prep-lime s	1277	SY	\$ 4.60	\$ 5,874	\$ 2,350	\$ 1,527	\$ 1,997				1,743
Parking 8" CLB	1219	SY	\$ 7.70	\$ 9,386	\$ 3,755	\$ 2,440	\$ 3,191				5,874
Parking 1.5" H/MAC	1161	SY	\$ 4.55	\$ 5,283	\$ 2,113	\$ 1,373	\$ 1,796				9,386
baseball				\$12,000.00	\$4,800.00	\$ 6,600	\$ 600				5,283
fencing	1052	LF	\$ 15.00	\$15,780.00	\$6,312.00	\$ 8,679	\$ 789				\$12,000.00
Total Amenity Costs				\$163,617.05	\$65,446.82	\$ 83,527	\$ 14,644				\$15,780.00

SOFT COSTS

Description	Quantity	Unit	Cost/Unit	Ex. Cost	Ex. Cost	55.00%	5.00%	0.00%	0.00%	0.00%	
Contingency	5.00%			\$105,000	\$ 42,000	\$ 57,750	\$ 5,250				60.00%
Engineering				\$ 47,000	\$ 18,800	\$ 25,850	\$ 2,350				\$ 105,000
Surveying				\$ 15,180	\$ 6,072	\$ 8,349	\$ 759				\$ 47,000
City & County fees				\$ 63,000	\$ 25,200	\$ 34,650	\$ 3,150				\$ 15,180
Total Soft Costs				\$230,180	\$ 69,054	\$ 126,599	\$ 34,527				\$ 63,000

Projected Administrative Costs

	2005	2006	2007	2008	2009	2010	2011	
Creation Costs-City & Developer	\$ 15,000							\$ 15,000
Administration Costs-City	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 17,500
Management Services	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 52,500
Total Administrative Costs	\$ 25,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 85,000

TOTAL PRELIMINARY ESTIMATE

\$2,074,379

Assessment Per lot
 Assessment Per Lot/Month @ 5% interest 30 year amtz
 Assessment Per Lot/Year @ 5% interest 30 year amtz
 Assessment Per Lot @ 5% interest over 30 year term
 Assessment all Lots @ 5% interest over 30 year term
 Rate-monthly @ 5%
 Number of Payments-Term

\$2,954.96
 \$15.86
 \$190.35
 \$5,710.62
 \$4,008,857.44
 0.417%
 360



CITY OF KYLE, TEXAS

Meeting Date: 7/15/2014
Date time: 7:00 PM

Centerpont GRIP Request

Subject/Recommendation: *(First Reading)* An ordinance approving a request by Centerpoint Energy Resources Corp. to implement the March 31, 2014 Interim Rate Adjustment filing pursuant to Texas Utilities Code 104.301. ~ *Jerry Hendrix, Chief of Staff*

Other Information: The law firm of Herrera and Boyle, as retained by the city council for the purposes of reviewing this GRIP request by the utility, have found no reason to amend the request.

There are approximately 9,000 customers of Centerpoint Gas in Kyle. Rate increases for residential customers will be \$1 per month (4.57%), small general service will be \$3.03 per month (4.63%), and large general service of \$12.54 per month (4.73%).

These rates automatically go into effect on July 15th unless council votes to deny them. Denying the rate request would put us into a full rate case scenario which would be difficult to win based on the results of the attached report.

Budget Information:

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

Attachments / click to download

- [Boyle Cover Letter](#)
 - [DUCI Report](#)
 - [Centerpoint Gas GRIP Ordinance](#)
-

To: Jerry Hendrix, Chief of Staff

From: Jim Boyle, Special Counsel

Date: June 26, 2014

Re: Review of CenterPoint Energy Gas South Division, GRIP Request

On March 31, 2014 CenterPoint Energy filed a request for an increase in revenues of \$1.8 million for its South Texas Division through the Gas Reliability Infrastructure Program (“GRIP”). As the Program started out it was only meant for critical infrastructure where it was difficult to obtain financing in a timely manner. However, the Railroad Commission and Texas courts have interpreted the Program much more broadly, so that it covers virtually all invested capital whether it is related to infrastructure or not. The Program is also flawed due to the fact that all rate increases are added to a fixed monthly charge known as the “Customer Charge”, totally unrelated to consumption. The customer charge for residential customers, including the increase from this latest application, will be \$17.89 per month. This has the effect of unfairly raising rates on low use customers as well as discouraging conservation. The increase for residential customers resulting from the current request is a dollar a month. Every year anywhere from a dollar to a dollar and sixty cents is added to the monthly residential customer charge pursuant to the Program.

The City of Kyle has suspended the application of the increase until July 15, 2014.

As Special Counsel, I asked the rate experts at Diversified Utility Consultants to review the CenterPoint GRIP request. They reviewed the filing for any potential mathematical errors and other errors of a ministerial nature. Discovery by way of written questions was served on CenterPoint. After carefully examining the filing and reviewing the discovery responses, Diversified concluded that no adjustments should be made to the filing. The report received from Diversified is attached to this memorandum.

A full and complete review of CenterPoint’s invested capital for five years, including this last year, will take place in a general rate case filed by CenterPoint in 2016.

DIVERSIFIED UTILITY CONSULTANTS, INC.

1912 W. Anderson Ln, 202 • Austin, Texas 78757 • (512) 257-2600 • Fax (512) 257-2243

June 19, 2014

Jim Boyle
816 Congress Ave, Ste. 1250
Austin, Tx 78701

SENT VIA EMAIL

RE: Centerpoint Energy – South Texas GRIP Request

Dear Mr. Boyle:

Diversified Utility Consultants, Inc. (“DUCI”) has completed its review of Centerpoint Energy – South Texas Division (“CNP” or “Company”) Gas Reliability Infrastructure Program (“GRIP”) interim rate adjustments. DUCI’s discussion of CNP’s GRIP filing is presented in this letter report.

The 2014 GRIP filing represents the third GRIP filing for the Company’s South Texas Division. The following table details the results of each of the annual increases to the customer charges due to prior GRIP filings and the requested level for the 2014 filing.

Table 1
GRIP Annual Customer Charge Increases

<u>Annual Filing</u>	<u>Residential</u>	<u>Gen. Service – Small</u>	<u>Gen. Service - Large</u>
2012 GRIP Charge	\$1.33	\$2.67	\$16.34
2013 GRIP Charge	\$1.61	\$3.26	\$19.21
2014 GRIP Charge ¹	<u>\$1.00</u>	<u>\$2.03</u>	<u>\$12.54</u>
Total GRIP Charges	<u>\$3.94</u>	<u>\$7.96</u>	<u>\$48.09</u>

¹ Company’s proposed GRIP Increase for the current 2014 filing.

As was the case in the past, the current proposed GRIP increases are reflected through an increase in the monthly customer charge for each customer class. CNP proposes the following changes to monthly customer charges:

Table 2
Changes in Customer Charges²

Customer Class	Current	Proposed	Difference	% Difference
Residential	\$21.90	\$22.90	\$1.00	4.57%
Gen. Service – Small	\$43.82	\$45.85	\$2.03	4.63%
Gen. Service - Large	\$262.61	\$275.15	\$12.54	4.78%

CNP is requesting a \$1.8 million total increase in revenues through its 2014 GRIP filing. The requested increase in revenues corresponds to a \$10.5 million increase in net plant during calendar year 2013. Under the GRIP rule, the Company is allowed to recover incremental return on the change in net invested capital, plus the change in depreciation expense and the change in taxes without filing a full base rate case. The requested GRIP increase represents an interim increase and is allocated to the different customer classes based on the rate design adopted in the last full rate proceeding for CNP-South Texas system. The following table identifies the components of the proposed requested changes.

Table 3
CNP – South Texas Proposed GRIP Increase

Description	Plant	Revenue Requirement Impact
Net Plant Change in 2013	\$10,499,728	
Rate of Return	8.75%	
Return on Investment		\$918,726
Depreciation Expense		\$479,635
Taxes (FIT, Ad Valorem)		\$421,524
Total Proposed Increase		<u>\$1,819,885</u>

² Company's GRIP Filing IRA-3. The increases are calculated prior to recognition of gas costs.

The Company's GRIP filing is in compliance with Texas Utilities Code Section 104.301. CNP provided workpapers listing the plant additions by account, calculated depreciation based on the current authorized depreciation rates, and calculated taxes based on the change in plant. DUCI's review reflects analyses and calculations that verify that Company filed schedules are mathematically accurate and properly computed based on the changes in Company claimed categories of invested capital. While the rate review permitted in a full rate case most likely would have identified numerous adjustments, the courts have limited the scope of adjustments permitted in a GRIP filing. GRIP related rate increases are interim increases until a full rate proceeding. In the next full rate proceeding, a substantive review of prior GRIP related investments is permitted.

Notwithstanding the acceptance of the Company's request, numerous problems exist with the manner in which the GRIP rule has been implemented. The GRIP rule was implemented to incentivize utilities to expand infrastructure and recover the related costs on an interim basis between full rate proceedings. The GRIP rule was initially intended as a mechanism to address regulatory lag and the cost of a full rate review. Unfortunately, the GRIP rule has become a vehicle that unreasonably limits current regulatory oversight and allows utilities an excessive incentive to make expenditures that it deems to be capital-related, all at a cost to customers.

One major flaw in the implementation of the GRIP rule is the failure to recognize accumulated deferred income taxes ("ADIT") as part of invested capital. ADIT is an offset to net plant and predominately relates to timing differences between book and tax depreciation. Given the federal government's implementation of bonus tax depreciation of up to 100% during the period GRIP has been in place, ADIT has significant importance. Unfortunately, customers have seen no benefit for such significant increase in ADIT in any of the GRIP filings.

Another problem with the implementation of the GRIP rule is that it provides a disincentive for conservation. As noted above, the Company only increases the monthly customer charge related to its annual GRIP filings. Therefore, no matter what efforts are undertaken by customers to conserve gas consumption, customers still receive the entire rate increase reflected in each annual GRIP filing for up to a five-year period. Moreover, increases in the customer charge disproportionately impact customers of modest means.

The GRIP rule does provide for substantive rate review in a full rate proceeding five-and-a-half years after its initial implementation. However, such mechanism places an unrealistic burden on cities performing rate reviews in subsequent full rate proceedings. Historically, it has been difficult to perform full and complete rate reviews in the limited time available for intervening parties to investigate the Company's rate request. Now, under GRIP, cities and other intervenors will be required to not only perform the same level of review performed in the past, but also perform a review corresponding to five years of plant additions, all within the same limited time constraint. In other words, GRIP limits cities' review to a ministerial process with an unrealistic expectation that a full substantive review of five years' of plant additions can be performed in the next full rate proceeding. This substantive review expectation is made without the benefit of granting any additional time for such rate review in the next full rate proceeding.

Yet another problem with the current GRIP process is it provides the utility with incentive to make capital expenditures that result in lower operating expenses while allowing the utility to retain the benefits of such lower operating expenses for its shareholders until the next full rate proceeding. For example, if a utility were to expend capital to install smart meters, the utility would be able to begin recovery of its capital investment in the next annual GRIP filing, but would retain the benefits of the lower operating expenses associated with fewer meter readers. Such process inequitably benefits Company's shareholders while forcing customers to pay for on an expedited basis for the related investment. While the legislature intended to provide an incentive for utilities to encourage infrastructure investment, there is no indication that the legislature intended for utilities to create unusual circumstances that can result in inappropriate profits. Unfortunately, it appears that cities are left with limited recourse. Cities can either: (1) wait five-and-a-half years in between full rate cases, and attempt to perform as complete a rate review as possible in the limited time provide, (2) initiate a full rate case requiring the utility to demonstrate that its existing rates, including GRIP amounts, are just and reasonable, or (3) undertake efforts to modify the legislation in order to provide a more balanced rate mechanism that still encourages adequate and appropriate capital expenditures, but does not overly reward utilities for capital expenditures that should be made under normal operations.

DUCI analyzed the Company's filing, submitted requests for information, and reviewed the Railroad Commission of Texas ("RCT") Staff discovery and responses, and historical GRIP filings. Based on the review of CNP's GRIP filing for the South Texas Division, DUCI is not recommending any ministerial adjustments to the Company's proposed increase.

DUCI appreciates the opportunity to provide its services to the City, and is prepared to answer any questions that may arise from the review of this report. If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Jack Pous
President
Diversified Utility Consultants, Inc.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS APPROVING A REQUEST BY CENTERPOINT ENERGY GAS SOUTH TEXAS DIVISION, TO IMPLEMENT THE MARCH 31, 2014 INTERIM RATE ADJUSTMENT FILING PURSUANT TO THE TEXAS UTILITIES CODE §104.310

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

PART 1. On March 31, 2014, CenterPoint Energy Gas South Texas Division (“CenterPoint”) filed a request for an Interim Rate Adjustment with the City that would allow CenterPoint to recover the incremental cost for new investment it has made within the South Texas Division.

PART 2. CenterPoint originally proposed an effective date of May 30, 2014 for the Interim Rate Adjustment.

PART 3. On May 6, 2014 the City Council suspended the effective date for forty-five days in order to have Special Counsel and his consultant review and consider the tariff and supporting documentation filed by CenterPoint. Requests for Information was served on CenterPoint and the responses were carefully reviewed.

PART 4. The review of the Interim Rate Adjustment has been completed and the Adjustment satisfies the statutory requirements of Section 104.103 of the Texas Utilities Code.

PART 5. The Interim Rate Adjustment filing is approved to take effect on July 15, 2014.

PART 6. This ordinance takes effect on July 15, 2014.

PASSED AND APPROVED this 15th day of July, 2014.

Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Contract with Hays County Election Officer for Election Services

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Authorize the city manager to execute a contract for election services by and between the City of Kyle and the Hays County Elections Officer ~ *Amelia Sanchez, City Secretary*

Other Information:

Budget Information:

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

Attachments / click to download

- [Estimate Joyce Cowan 8-9-2014 Election](#)
 - [Joyce Cowan Contract Kyle General Election 8-9-2014](#)
-

THE COUNTY OF HAYS

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



Phone: (512) 393-7310

www.co.hays.tx.us

Joyce A. Cowan Elections Administrator/Voter Registrar

ESTIMATED COST FOR ELECTION EXPENSES

City of Kyle Special Election, August 9, 2014

Based on 3 election day poll and 1 ev site

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

**STATE OF TEXAS }
 } **CONTRACT FOR ELECTION SERVICES**
 COUNTY OF HAYS}
KNOW ALL PERSONS BY THESE PRESENTS:**

THIS CONTRACT, made this ___ day of _____, 2014, by and between the City of Kyle (the “**CITY**”), a political subdivision located in Hays County, Texas, and the Hays County Elections Officer, (the “**OFFICER**”). The City and the Officer are sometimes hereinafter collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Officer and the City, both of which are situated in Hays County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the City of Kyle Special Election, to be held on August 9, 2014 (the “election”); and

WHEREAS, the City and the Officer have determined that it is in the public interest of the inhabitants of the City that the following contract be made and entered into for the purpose of having the Officer furnish to the City certain election services and equipment needed for the City’s election.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. OFFICER’S DUTIES AND SERVICES. The Officer agrees to undertake certain responsibilities and perform the following services for the City in connection with the election in accordance with applicable state law:

1. Prepare lists of persons to recommend for appointment as presiding election judges and alternate judges; recruit, appoint, and train the judges and clerks; and arrange for the use of polling places.
2. Procure and distribute election supplies, including preparation, printing and distribution of ballots.
3. Assemble and edit lists of eligible registered voters to be used in conducting the election, in conformity with the City’s boundaries, single member districts, as appropriate, and election precincts established for the election.
4. Prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.
5. Supervise the conduct of early voting and supply personnel to serve as deputy early voting clerks.
6. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the City who are responsible for holding the election.
7. Tabulate the ballots and provide the City the results of the election.

8. Perform other incidental related services as may be necessary to effectuate the election.
9. Remit to the City a detailed listing of expenses incurred to conduct the election for payment within the time period set forth in Article 4 (Cost of Services).
10. Perform a criminal background check on all employees, including temporary workers who are engaged in pre-election programming, testing and preparing of the voting system equipment for Early Voting and Election Day for the CITY, and determine there are no findings that would prevent the employees from performing their assigned duties.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE OFFICER IN THE EXECUTION OF HER DUTIES. IT IS FOR THE OFFICER, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. CITY'S DUTIES AND SERVICES. The City agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the election.
2. Prepare and publish all required election notices.
3. Deliver to the Officer as soon as possible, but not later than legally required before the election, the ballot language including the list of candidates, or any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any election documents for the City's election into Spanish.
5. Pay any additional costs incurred by the Officer if a recount for said election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the Officer.

Article 3. ADMINISTRATION. The Officer will be responsible for administering this Agreement and coordinating with the City to assure the election is held in compliance with the Texas Election Code and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the Elections Office is the Officer, or her designee, and the contact person and representative for the City is Amelia Sanchez.

Article 4. COST OF SERVICES. The City shall reimburse the Officer for all expenses incurred for the City election conducted by the Officer, including a runoff election that may be required, and, in addition, the City shall pay an administrative fee of **10%** of the total cost of that election, as billed to the City by the Officer. An itemized list of estimated election expenses is attached as Exhibit A and incorporated by reference for all purposes. In the event the services

are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff election shall be treated as a separate election. Within 20 days of the completion of the election, the Officer shall submit a statement to the City listing all of the expenses and the administrative fee. The City shall pay the total amount within 45 days of the election.

Article 5. CANCELLATION OF ELECTION. If the City cancels the election pursuant to Section 2.053, Texas Election Code, the Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of \$50.00. The Officer shall submit an invoice for such expenses (properly supported with an itemized list of expenses) as soon as reasonably possible after the cancellation and the City shall make payment therefore in a manner similar to that set forth in Article 4 above. The Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the City authorizes such major costs in writing.

Article 6. LIABILITY. The City shall be responsible for any actual expenses for repairs for any damage that occurs to the DRE machines by the City to the extent that any such repairs are not covered under the vendor's warranty. The City shall not be liable for any damage to a DRE machine that is caused by a third party outside of the control of the City.

Article 7. GENERAL CONDITIONS. The following general conditions shall apply:

1. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to the election is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.
2. The Officer may assign deputies to perform any of the contracted services.
3. The Officer may contract with third persons for election services and supplies.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.
5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.

Article 8. MISCELLANEOUS. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, the City or the Officer, or to create any legal rights or claim on behalf of any third party. Neither the County, the City, nor the Officer waive any defenses whatsoever, including, but not limited to, governmental immunity.

Article 9. NOTICE. Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County
Elections Administrator
401-C Broadway St.
San Marcos, TX 78666

Todd Webster
Mayor
P.O. Box 40
Kyle, TX 78620

SIGNED AND AGREED UPON THIS THE ____ DAY OF _____, 2014.

Hays County Elections Administrator

City of Kyle

JOYCE A. COWAN

TODD WEBSTER



CITY OF KYLE, TEXAS

Approve Plum Creek HOA street light policy

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: Approve the street light policy adopted by the Plum Creek Homeowners Association and reviewed by the City of Kyle ~ *James Earp, Assistant City Manager*

Other Information: The policy is designed to address payment, storage, and installation of decorative street lights for public streets in the Plum Creek Public Improvement District.

Budget Information:

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

Attachments / click to download

[PLM Board Minutes-2014 05 21](#)

[Kyle-HOA Street Light Policy](#)

Clarification of Maintenance, Repair and Replacement for Decorative Street Lighting within the Plum Creek Development Kyle, Texas.

The following is a clarification to Section 7.04 of the AGREEMENT BETWEEN THE CITY OF KYLE, PLUM CREEK DEVELOPMENT PARTNERS, LTD. AND WILLIAM NEGLEY, TRUSTEE FOR THE DEVELOPMENT AND ANNEXATION OF PHASE I OF THE PLUM CREEK RANCH PROPERTY.

Section 7.04 is as follows:

7.04 Street Lighting. Street lights shall be located as required by the Plum Creek Planned Unit Development Zoning Ordinance. The City shall assist and support Plum Creek in its request to the electric utility provider in the area for the provision of high pressure sodium street lights fixtures, and Plum Creek or the electric utility shall provide the secondary wiring, conduit, and light pole and install the street lights. Street light locations for each phase of development shall be coordinated by Plum Creek with the City prior to the approval of the construction plans for that phase. Plum Creek shall pay all the costs, fees and expenses for and with respect to such street lighting that are not paid by the electric utility as part of such utility's standard practices with respect to new subdivisions.

Section 7.04 as clarified shall include the following:

The standard street poles for Plum Creek public and private right-of-way shall be as specified in Exhibit A for medians and for a single head luminaire as specified in Exhibit B.

The Uptown District decorative street light pole shall be as specified in Exhibit C. The Uptown District is approximately 90 acres of MXD development that is northwest of the intersection of Kyle Parkway and Kohler's Crossing (Exhibit D).

Maintenance, repair and replacement of decorative street light poles shall be provided by the City of Kyle. The cost difference between a City of Kyle standard light pole and the decorative pole shall be the Plum Creek Development Homeowners responsibility or Commercial Property Owners Associations or its assigns. A City of Kyle standard light pole is defined by Exhibit E.

Plum Creek Development Partners shall provide a one-time set of each type of poles (Exhibit A-C) to be held in stock by the City of Kyle for replacement purposes. Upon use of a stock pole the City will seek to replace the stock pole and invoice the Plum Creek HOA or Commercial POA or its assigns for replacement of the stock pole.



www.amerluxexterior.com
 5220 SHANK ROAD PEARLAND, TX. 77581
 PHONE:(281)997-5400 FAX:(281) 997-5441
 TOLL FREE: (800) 364-0098

DATE
 8/13/2013

QUOTE#/SO#
 34403

JOB NAME:
 PLUM CREEK

LIGHT DISTRIBUTION
 SYMMETRICAL

FINISH
 GRN GREEN
 POLYESTER POWDER COAT

VOLTAGE

<input type="radio"/> 120	<input type="radio"/> 277	<input type="radio"/> 120-277
<input type="radio"/> 208	<input checked="" type="radio"/> MULTITAP	<input checked="" type="radio"/> SPECIFY
<input type="radio"/> 240	<input type="radio"/> 480	<input type="text"/>

LIGHT SOURCE

<input checked="" type="radio"/> HPS	<input type="text" value="100HPS"/>
<input type="radio"/> MH	<input type="text"/>
<input type="radio"/> INDUCTION	<input type="text"/>
<input type="radio"/> LED	<input type="text"/>
<input type="radio"/> OTHER	<input type="text"/>

FILE NAME
 PLUM CREEK_34403.dwg

DRAWN BY
 JM

REVISION

NOTES
 EXHIBIT A

Buy America Compliant

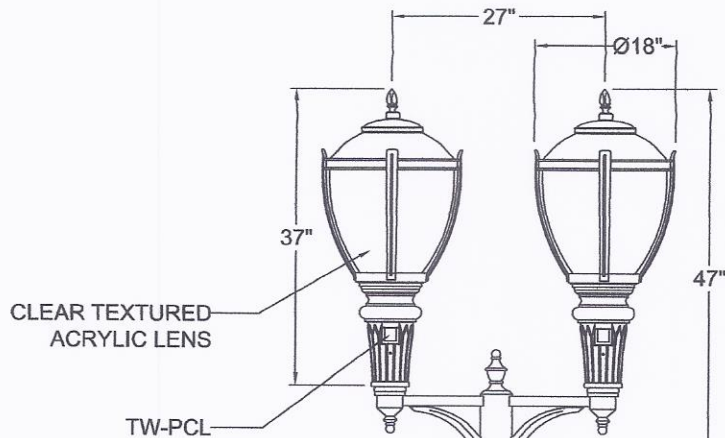
GENERAL:
 EXTERIOR HARDWARE SHALL BE STAINLESS STEEL.
 ELECTRICAL COMPONENTS WILL BE ETL LISTED "SUITABLE FOR WET LOCATIONS."

TYPE
 2

PART STRING

D1103-12/2BR05/2-DUR137SRCG/
 100HPS-MOG-VOLTAGE/GRN

IES CUTOFF



Orientation/Anchor Guide

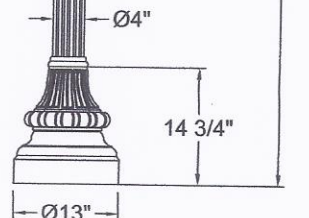
(AS VIEWED FROM ABOVE)



1/2" x 18" L-type galvanized anchor bolts at 90° on a 9 1/2" bolt circle
 Access Door

POLE DETAILS

Shaft
 Ø4" Fluted Aluminum .125 Wall
 #6005-T5 Aluminum
Base
 Cast Aluminum (A319 Alloy)



Approved By _____ Date _____

NOTICE: THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING. THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. THANK YOU

Item # 25

TYPE
3

PART STRING

D1103-12/DUR137SRCG/
100HPS-MOG-VOLTAGE/GRN

IES CUTOFF



www.amerluxexterior.com
5220 SHANK ROAD PEARLAND, TX. 77581
PHONE:(281)997-5400 FAX:(281) 997-5441
TOLL FREE: (800) 364-0098

DATE
8/13/2013

QUOTE#/SO#
34403

JOB NAME:
PLUM CREEK

LIGHT DISTRIBUTION

SYMMETRICAL

FINISH

GRN GREEN
POLYESTER POWDER COAT

VOLTAGE

120 277 120-277
 208 MULTITAP SPECIFY
 240 480

LIGHT SOURCE

HPS
 MH
 INDUCTION
 LED
 OTHER

FILE NAME

PLUM CREEK_34403.dwg

DRAWN BY

JM

REVISION

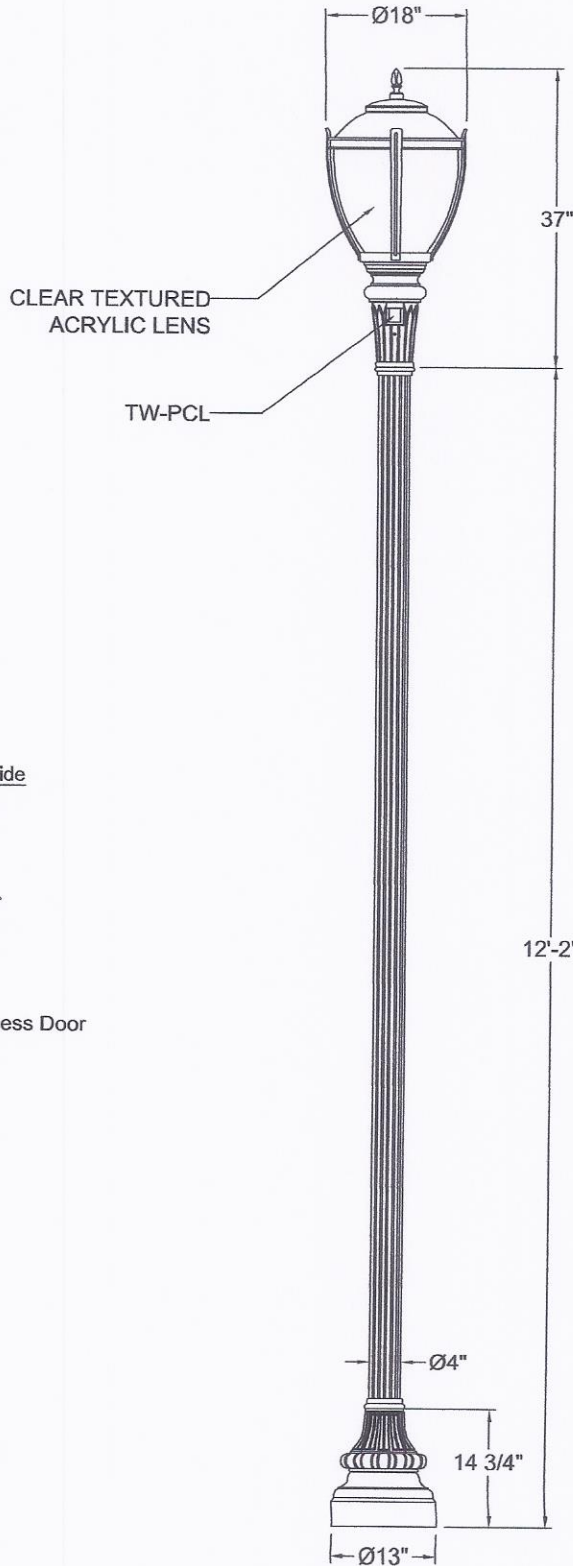
NOTES

EXHIBIT B



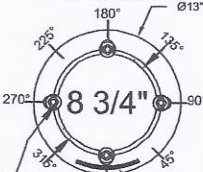
GENERAL:

EXTERIOR HARDWARE SHALL BE
STAINLESS STEEL.
ELECTRICAL COMPONENTS WILL BE ETL
LISTED "SUITABLE FOR WET LOCATIONS."



Orientation/Anchor Guide

(AS VIEWED FROM ABOVE)



1/2" x 18" L-type galvanized anchor bolts at 90° on a 9 1/2" bolt circle
Access Door

POLE DETAILS

Shaft
Ø4" Fluted Aluminum .125 Wall
#6005-T5 Aluminum
Base
Cast Aluminum (A319 Alloy)

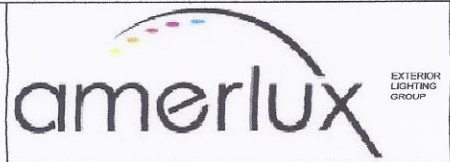
Approved By _____ Date _____

NOTICE: THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING. THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. THANK YOU

Item # 25

TYPE
C

PART STRING
EA6-12/CBR81-1-30-PCL-REC/D142-RFS22/HR3/175MH-120V/MOG/TBK



www.amerluxexterior.com
5220 SHANK ROAD PEARLAND, TX. 77581
PHONE:(281)997-5400 FAX:(281) 997-5441
TOLL FREE: (800) 364-0098

DATE
2/24/2014

QUOTE#/SO#
28483

JOB NAME:
PLUM CREEK C

LIGHT DISTRIBUTION
 TYPE III DISTRIBUTION

FINISH
 TBK TEXTURED BLACK
POLYESTER POWDER COAT

VOLTAGE
 120 277 120-277
 208 MULTITAP SPECIFY
 240 480

LIGHT SOURCE

HPS
 MH
 INDUCTION
 LED
 OTHER

FILE NAME
PLUM CREEK C_28483.dwg

DRAWN BY
JM

REVISION

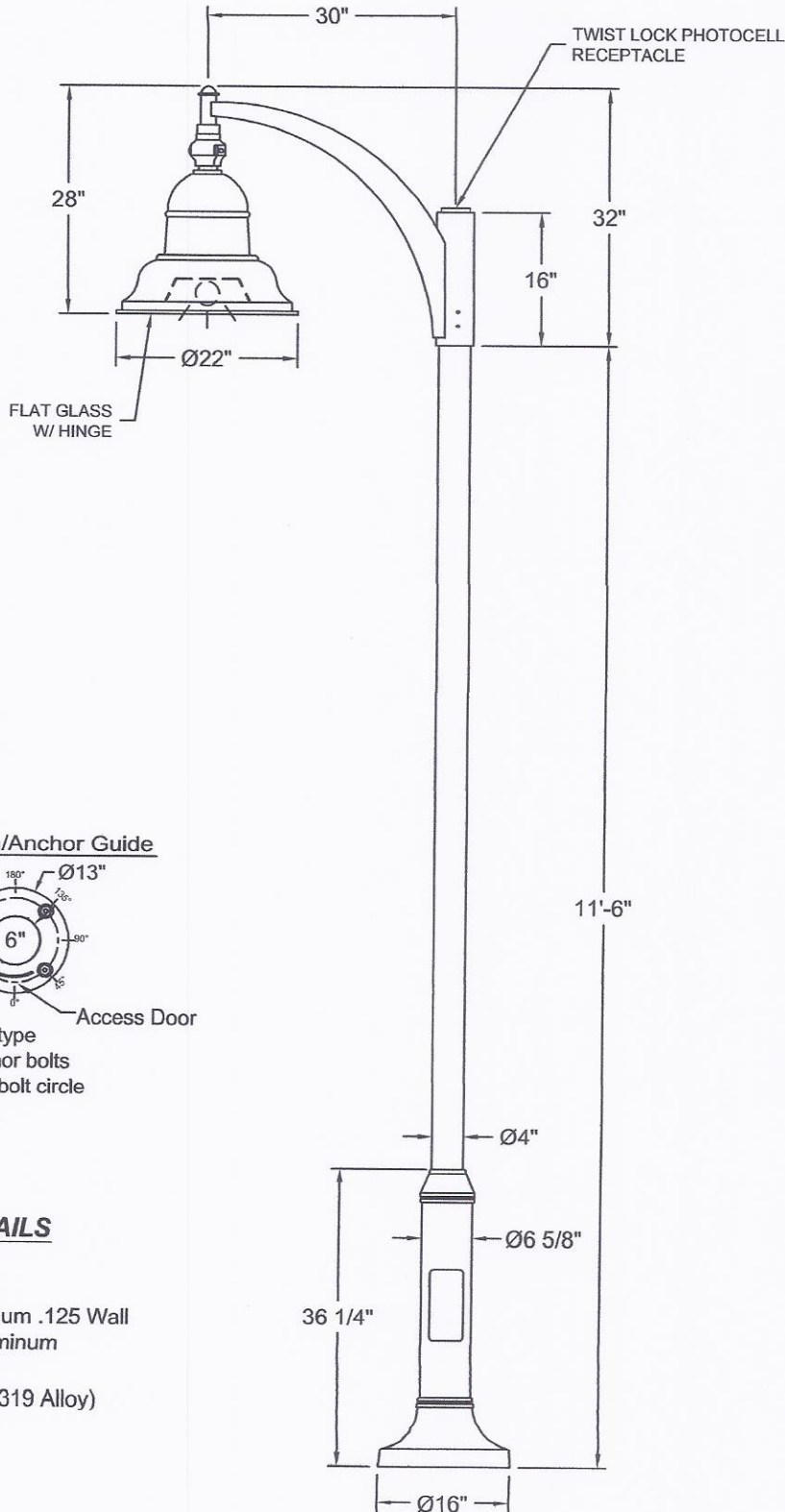
NOTES

EXHIBIT C



GENERAL:

EXTERIOR HARDWARE SHALL BE
STAINLESS STEEL.
ELECTRICAL COMPONENTS WILL BE ETL
LISTED "SUITABLE FOR WET LOCATIONS."



POLE DETAILS

Shaft
 $\varnothing 4"$ Extruded Aluminum .125 Wall
#6005-T5 Aluminum
Base
Cast Aluminum (A319 Alloy)

Approved By _____ Date _____

NOTICE: THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING. THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. THANK YOU

Item # 25

POWER SUPPLY, INC.

A Division of WESCO Distribution, Inc.

2003 RUTLAND DR

AUSTIN

TX 78758

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 011107 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CASH SALE ACCOUNT
GOODWIN
PLUM CREEK HOA
AUSTIN TX 77210

Date: 05/02/11

Branch: 7692

Project Number: PLUM CREEK HOA

Project Name

Quoted To:

Date of Your Inquiry: 05/02/11

When ordering please refer to Quotation Number: 585199

Matt Gibson 554-7989

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)
1	1	HAPCO 21-365 STREETLIGHTSTANDARD HAPCO	685.000	E	685.00	0.00	
2	1	CPL OVZ10SR23DU1008 100W PKGB	175.000	E	175.00	0.00	
<i>Subtotal</i>					<i>860.00</i>		
<i>Sales TAX</i>					<i>70.95</i>		
<i>Total</i>					<i>930.95</i>		

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

Item # 25

Style	Quote	Date
Decorative Two Fixture-Dark Green Pole	\$3,004.89	4/27/2011
Decorative Single Fixture-Dark Green Pole	\$1,761.68	5/2/2011
Decorative Single Fixture w/ Gold Trim-Light Green Pole	\$1,726.59	4/6/2011
Standard COK Pole & Fixture	\$930.95	5/2/2011

POWER SUPPLY, INC.

A Division of WESCO Distribution, Inc.

2003 RUTLAND DR

AUSTIN

TX 78758

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 011107 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

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GOODWIN
PLUM CREEK HOA
AUSTIN TX 77210

Date: 05/02/11

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<i>Sales TAX</i>					<i>70.95</i>		
<i>Total</i>					<i>930.95</i>		

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

Item # 25



611 East Braker Lane Austin, Texas 78753
 Phone: (512) 339-3637 Fax: (512) 339-3620

QUOTE

QUOTE DATE	ORDER NO.
05/02/11	1026576-00
P.O. NO.	PAGE #
	1

CUST#: 1044
 SHIP TO: City of Kyle

Please remit all payments to:
 Techline Pipe
 P.O. Box 4328
 Houston, TX 77210-4328

BILL TO: Cash Sale Customer -Taxable

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Pipe Braker Lane	TECHLINE
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	D1103-12-GRN POLE 12' ALUM 4" FLUTED Green Dynamic Lighting Abilene 13" Series Extruded Aluminum Deocartive Pole, 4" O.D. Fluted, 12/ft Height Shaft with 3" Tenon Top. Cast Aluminum (A319) Base, 9" Bolt Hole Circle, Powder Coat Finish Standard "Green"	1		EA	756.98	756.98
3	Town Lake,100HPS,GRN-FIX DUR137/SRCH/100HPS-120 /FDR-T3/GRN, PLUM CREEK	1		EA	858.75	858.75
4	LU100 Lamp, 100 Watt H.P.S. Mogul, Clear	1		EA	6.70	6.70
5	DX124-12A Control, Photo Basic Dual Voltage 105-305V	1		EA	5.00	5.00
Total						1627.43
Taxes						134.25
Invoice Total						1761.68



511 East Braker Lane Austin, Texas 78753
 Phone: (512) 339-3637 Fax: (512) 339-3620

QUOTE

QUOTE DATE	ORDER NO.
04/27/11	1026456-00
P.O. NO.	PAGE #
	1

CUST#: 1044

SHIP TO: City of Kyle

Please remit all payments to:
 Techline Pipe
 P.O. Box 4328
 Houston, TX 77210-4328

BILL TO: Cash Sale Customer -Taxable

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Pipe Braker Lane	TECHLINE
SHIPPED	TERMS
NET 30 DAYS	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	D1103-12-GRN POLE 12' ALUM 4" FLUTED Green Dynamic Lighting Abilene 13" Series Extruded Aluminum Decorative Pole, 4" O.D. Fluted, 12/ft Height Shaft with 3" Tenon Top. Cast Aluminum (A319) Base, 9" Bolt Hole Circle, Powder Coat Finish Standard "Green"	1		EA	756.98	756.98
2	2BR05-GRN Bracket, 2-Fixture, for 3" Tenon, "GREEN" Dynamic Lighting, Two Fixture Decorative Bracket, 26" Centers, for 3" O.D. Tenon. Powder Coat Finish standard RAL 6009 GREEN	1		EA	278.00	278.00
3	Town Lake, 100HPS, GRN-FIX DUR137/SRCH/100HPS-120 /FDR-T3/GRN, PLUM CREEK	2		EA	858.75	1717.50
4	LU100 Lamp, 100 Watt H.P.S. Mogul, Clear	2		EA	6.70	13.40
5	DX124-12A Control, Photo Basic Dual Voltage 105-305V	2		EA	5.00	10.00
Total						2775.88
Taxes						229.01
Invoice Total						3004.89

Last Page



611 East Braker Lane
Phone: (512) 339-3637

Austin, Texas 78753
Fax: (512) 339-3620

ACKNOWLEDGEMENT

ACK DATE	ORDER NO.
04/06/11	1026029-00
P.O. NO.	PAGE #
	1

CUST#: 1044

SHIP TO:
PLUM CREEK HOA
168B Kirkham Circle
512-262-1140
Kyle, TX 78640

Please remit all payments to:
Techline Pipe
P.O. Box 4328
Houston, TX 77210-4328

BILL TO:
Cash Sale Customer -Taxable

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Pipe Braker Lane	TECHLINE
SHIPPED	TERMS
NET 30 DAYS	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	DU790-F1/T3/100HPS-120 OLD STYLE PLUM CREEK FIXTURE, GOLD CAGE RAL 6005 GREEN	1		EA	820.00	820.00
2	DSD1703-12 4" OD FLUTED LIGHT POLE, 12' TALL	1		EA	775.00	775.00
Total						1595.00
Taxes						131.59
Invoice Total						1726.59

Last Page

PLUM CREEK HOMEOWNERS ASSOCIATION
BOARD MEETING
May 21, 2014, 1:00 pm
HOA Office, 4100 Everett Dr #150, Kyle, TX 78640

MINUTES

I. Call Meeting to Order

The meeting was called to order at 1:00pm. President David Mahn, Vice President Tony Spano and Secretary/Treasurer Dennis Perkins were present. Association Manager Kristi Morrison and Matt Gibson with Goodwin Management were also present.

II. Resident Speakers

None

III. Review Minutes from February 12, 2014 meeting.

David Mahn made a motion to approve the minutes with no changes. Tony Spano seconded the motion. The motion passed unanimously.

IV. Manager's Report

Matt Gibson and Kristi Morrison provided an overview of the April 2014 financial statements, current common area issues and restriction enforcement. An update on the collection status of delinquent owners was also provided.

V. Old Business

City of Kyle irrigation meter back billing (Fairway & Haupt) – As authorized at February board meeting, HOA paid all fees invoiced by City of Kyle, except for the Impact Fee in the amount of \$16,920. City is still in process of replying to HOA inquiries regarding validity of charge and proof that it was not paid when meter was installed.

The community center reservation process modified at the February board meeting is in place and getting positive feedback. Brandee continues to receive inquiries and HOA will continue to notify residents of new point of contact using all available communication tools.

Trail renovations are still in discussions with Construction Services.

VI. New Business

HOA & City of Kyle (“COK”) street light policy – Plum Creek Development has been in discussion with COK for many years working to develop an agreement related to payment, storage, and installation of decorative street lights for public streets in the community. Included as Exhibit A to these minutes is the proposed agreement between the HOA and COK, subject to approval by the HOA board of directors.

In summary, the HOA is responsible for maintenance and replacement, as needed, of all decorative street lights on private roads. COK is responsible for standard poles on public streets. For decorative poles on public streets, COK will house and install decorative poles as needed, but will invoice the HOA for the price difference between standard and decorative.

Motion by David Mahn to adopt the street light policy as clarified by COK, subject to final review once forwarded to Board by Tony. Dennis Perkins seconded the motion.

St Augustine Grass – Board discussed enforcement of St Augustine grass prohibition in Plum Creek landscape design guidelines. Grass does exist in some yards throughout Plum Creek, but it's unknown how long it has been in place. Identification of grass type can be difficult without up close inspection of grass. Requiring residents with existing St Augustine to remove would be very difficult to enforce per association legal counsel; however, association will enforce going forward for all owners known to have installed, or planning to install, St Augustine grass.

Planting of St Augustine is also a violation through City of Kyle, see Zoning Chapter 53, Article V, Section 53-987 (c).

On-site office will educate owners through Facebook, eNews, newsletter, etc, regarding City and HOA prohibition against St Augustine.

Erosion at Haupt Park near Fairway – Erosion has become unsightly and needs to be addressed. Board instructed Kristi to discuss seeding options with ValleyCrest.

VII. Executive Session

Board discussed collection actions for high dollar delinquencies within the community and potential for foreclosure proceedings. Board needs additional details on accounts in line for foreclosure action prior to finalizing decision.

VIII. Adjourn

Dennis Perkins made a motion to adjourn the meeting. Tony Spano seconded the motion.

The meeting was adjourned at 1:45pm.



CITY OF KYLE, TEXAS

Resolution to Accept Qualico Deed Without Warranty

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation: A resolution of the City of Kyle, Texas, accepting a deed without warranty from Qualico KP, LLC. ~ *Ken Johnson, City Attorney*

Other Information:

Budget Information:

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

Attachments / click to download

- [Resolution](#)
 - [Exhibit A - Deed Without Warranty](#)
-

**A RESOLUTION OF THE CITY OF KYLE, TEXAS,
ACCEPTING A DEED WITHOUT WARRANTY FROM
QUALICO KP, LLC**

WHEREAS, the City of Kyle owns certain property described in the Deed Without Warranty, attached as Exhibit "A" to this resolution and incorporated herein by reference; and,

WHEREAS, Qualico KP, LLC, grants said deed without warranty in order to clarify and clear the chain of title to the benefit of the City of Kyle and to give proper notice of ownership of said described property by the City of Kyle to any and all taxing authorities, including the appraisal district;

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

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

Section 2. Attachment. The deed without warranty is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. Acceptance. The City Council accepts said warranty without deed.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle, Texas.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by the Open Meetings Act, Chapter 551, Local Government Code, and that public notice of the time, place, and purpose of said meeting was given as required by said Act.

PASSED AND APPROVED this 15th day of July, 2014.

CITY OF KYLE, TEXAS

R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

Ken Johnson, City Attorney

EXHIBIT "A"
DEED WITHOUT WARRANTY FROM QUALICO KP, LLC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: June ___, 2014

Grantors: QUALICO KP, LLC, a Texas limited liability company

Grantee: THE CITY OF KYLE, TEXAS

Grantee's Mailing Address:

100 WEST Center Street
Kyle, Texas 78640

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property: All of Grantor's right, title and interest, if any, in and to Lot 28, Block A in Bunton Creek, Phase 1A, as shown on the map/plat thereof recorded in Volume 17, Page 239, of the map/plat records of Hays County, Texas

Reservations From and Exceptions to Conveyance and Warranty: Validly existing instruments that affect the Property and any visible or apparent easements.

Grantors, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grant, sell and convey to Grantee, the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors and assigns forever. This conveyance is made without any warrant, express or implied, any and all such warranties being hereby disclaimed.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

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

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Special Warranty Deed effective as of the date set forth above.

GRANTOR:

QUALICO KP, LLC,
a Texas limited liability company

By: _____
Vera Massaro, Assistant Secretary

And

By: _____
Brian Higgins, Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ___ day of _____, by Vera Massaro the Assistant Secretary and Brian Higgins, the Vice President of QUALICO KP, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public

My Commission Expires:

Print name of Notary

AFTER RECORDING RETURN TO:

The Akin Law Firm, LLC
5113 Southwest Parkway, Suite 200
Austin, Texas 78735



CITY OF KYLE, TEXAS

Resolution for City Manager Purchase and Contract authorization

Meeting Date: 7/15/2014
Date time: 7:00 PM

Subject/Recommendation:

A Resolution of the City Council of the City of Kyle, Texas, granting the City Manager authority over expenditures not to exceed fifteen thousand dollars per expenditure; requiring the City Manager to comply with competitive bidding statutes, city purchasing policies and procedures, and accepted finance practices; authorizing the City Manager to execute contracts for said expenditures; authorizing the City Manager to execute contracts not requiring the expenditure of public funds; requiring an accounting and reporting to the City Council. ~ *Todd Webster, Mayor*

Other Information:

Budget Information:

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

Attachments / click to download

 [Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, GRANTING THE CITY MANAGER AUTHORITY OVER EXPENDITURES NOT TO EXCEED FIFTEEN THOUSAND DOLLARS PER EXPENDITURE; REQUIRING THE CITY MANAGER TO COMPLY WITH COMPETITIVE BIDDING STATUTES, PURCHASING CITY POLICIES AND PROCEDURES, AND ACCEPTED FINANCE PRACTICES; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR SAID EXPENDITURES; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS NOT REQUIRING THE EXPENDITURE OF PUBLIC FUNDS; REQUIRING AN ACCOUNTING AND REPORTING TO THE CITY COUNCIL; MAKING FINDINGS OF FACT; PROVIDING FOR COMPLIANCE WITH THE OPEN MEETINGS ACT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Kyle may grant authority to its City Manager to make expenditures of public funds without the prior approval of the City Council; and,

WHEREAS, granting the City Manager said authority improves efficiency of city operations, thereby benefitting and promoting service to the public; and,

WHEREAS, the transparency of city financial transactions will not be compromised;

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

Section 1. Findings. The above 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. Expenditure Authorization. The City Manager is authorized to expend an amount not to exceed fifteen thousand dollars (\$15,000) per separate transaction, including purchases, disbursements, and similar transactions involving city operations and business.

Section 3. Bidding Statutes; Financial Practices. The City Manager shall comply with all industry-accepted financial practices and competitive bidding statutes and city policies and procedures applicable to competitive bidding in the exercise of his authority granted herein.

Section 4. Contract Authorization. The City Manager is authorized to execute and be the signatory on all contracts integral to transactions allowed herein. The City Manager is further authorized to execute and be the signatory on all contracts that do not require an expenditure of city funds.

Section 5. Reports to City Council. The City Council shall be provided by the City Manager an accounting of the expenditures, transactions, and contracts the City Manager engages in pursuant to this Resolution, which shall be included in the City Manager's Report for City Council review. The Director of Finance will provide a supplemental review of expenditure transactions for City Council review. The Payment Registers being provided online at the City's website shall be continued.

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

Section 7. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

PASSED AND APPROVED this 15th day of July, 2014.

R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

W. Ken Johnson, City Attorney



CITY OF KYLE, TEXAS

Meeting Date: 7/15/2014
Date time: 7:00 PM

City Manager's Report

Subject/Recommendation: Update on various capital improvement projects, road projects, building program, and/or general operational activities of the city ~
Lanny Lambert, City Manager

1. Budget Workshops
2. G-200 Texas Public Officials Emergency Management Training, July 21, 2014, 2:00 p.m. - 5:00 p.m., Kyle City Hall, Council Chambers
3. Discuss City Hall Operating Hours
4. TML Conference, Sept. 30, 2014 - Oct. 3, 2014, Houston, TX

Other Information:

Budget Information:

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

Attachments / click to download

[Budget - Calendar 2014-15](#)

[City Hall Operating Hours](#)

Cover Memo

Item # 28



City of Kyle, Texas
 FY 2014-15 Budget Development Timeline
 Adopted By City Council on April 15, 2014

MARCH 2014

Tuesday, March 18, 2014 Independent Auditor's Report for FY 2013 Issued and Presented to City Council and Ending Fund Balances Confirmed

APRIL 2014

Tuesday, April 15, 2014 Review & Adoption of Budget Development Timeline by City Council

Tuesday, April 15, 2014 2nd Quarter Financial Performance Report Presented to City Council

Monday, April 21, 2014 Distribution of Instructions to Departments for the Development of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2015 -2019

MAY 2014

Monday, May 05, 2014 Deadline for Departments to Submit Requested Information for the Development of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2015 - 2019

Tuesday, May 06, 2014 Begin Compilation of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2015 - 2019

Wednesday, May 07, 2014 Begin Development & Compilation of Current Year Estimates as of April 30, 2014 for FY 2014 to Determine if Budget Amendment is Necessary and to Estimate Beginning Fund Balances for FY 2015

Saturday, May 10, 2014 Elections for City Council

Monday, May 12, 2014 Distribution of FY 2013 CYEs, Fee Schedules, and Instructions to Departments for the Development of FY 2013-14 Operating & Capital Budgets

Friday, May 23, 2014 Complete Compilation of the City's 5-Year CIP, Equipment, & Personnel Plan for FY 2015 - 2019

Monday, May 26, 2014 City Holiday - Memorial Day

JUNE 2014

Monday, June 02, 2014	Deadline for Departments to Submit Proposed Budgets for FY 2014-15 to Financial Services Department for Review & Compilation
Tuesday, June 03, 2014	City Manager Presents City's 5-Year CIP, Equipment, & Personnel Plan for FY 2014 - 2018 to City Council
Tuesday, June 03, 2014	Begin Compilation and Review of Departmental Proposed Operating & Capital Budgets and Fee Schedules for FY 2014-15 by Financial Services Department staff
Wednesday, June 04, 2014	Draft 5-Year CIP, Equipment, & Personnel Plan Posted on City's Website, City Hall, and Public Library
Tuesday, June 24, 2014	Draft 5-Year CIP, Equipment, & Personnel Plan Presented to Planning & Zoning Commission for Recommendations to City Council
Wednesday, June 25, 2014	Completion of Compilation and Review of Departmental Proposed Budgets & Fee Schedules by Financial Services Department staff
Wednesday, June 25, 2014	Draft 5-Year CIP, Equipment, & Personnel Plan Presented to Public Works & Service Committee
Thursday, June 26, 2014	Proposed Budget Review by City Manager (Group #1) <ul style="list-style-type: none"> - Administration - Communications - Human Resources - Parks and Recreation
Thursday, June 26, 2014	Proposed Budget Review by City Manager (Group #2) <ul style="list-style-type: none"> - Economic Development - Public Library - Municipal Court - Police Department
Friday, June 27, 2014	Proposed Budget Review by City Manager (Group #3) <ul style="list-style-type: none"> - Building Inspection - Planning - Financial Services - Information Technology - Engineering - Public Works
Monday, June 30, 2014	Proposed Budget Review by City Manager (Group #4) <ul style="list-style-type: none"> - Revenue Estimates - Personnel Support Costs - Capital Improvement Projects by Fund - Debt Service

JULY 2014

Friday, July 04, 2014	City Holiday - Independence Day
Wednesday, July 16, 2014	City Manager's Review & Discussion on Proposed Budget With Budget Staff
Wednesday, July 16, 2014	Draft 5-Year CIP, Equipment, & Personnel Plan Presented to Strategic Planning & Finance Committee
Friday, July 25, 2014	Last Day for Chief Appraiser to Certify Tax Roll to Taxing Units
Monday, July 28, 2014	City Manager's Final Review of Proposed Budget for FY 2014-15
Wednesday, July 30, 2014	Publish Budget Notice #1: Public Hearing Dates on Budget, Rates, & Fees to be Held by City Council
Thursday, July 31, 2014	City Council Budget Work Session #1
(Special Called Meeting)	<p>City Manager Presents FY 2014-15 Budget to City Council as Required by City Charter (No later than 60 days prior to October 1st)</p> <p>Public Hearing #1 - Proposed Budget Public Hearing #2 - Proposed Fees & Charges Public Hearing #3 - Proposed Water/Wastewater Rates Public Hearing #4 - Proposed Property Tax Rates</p> <p>Council Vote on Proposal to Consider Tax Increase (If Necessary)</p>

AUGUST 2014

Wednesday, August 06, 2014	Publish Budget Notice #2: Effective and Rollback Tax Rates, Unencumbered Fund Balances, Debt Obligation Schedule, and Other Applicable Items.
Wednesday, August 06, 2014	Publish Budget Notice #3: Two Required Public Hearings on Tax Increase
Wednesday, August 06, 2014 (Special Called Meeting)	<p>City Council Budget Work Session #2</p> <p>Public Hearing #5 - Proposed Budget Public Hearing #6 - Proposed Fees & Charges Public Hearing #7 - Proposed Water/Wastewater Rates Public Hearing #8 - Proposed Property Tax Rates</p> <p>Discussion/Action on Proposed Budget:</p> <ul style="list-style-type: none"> - Revenue Estimates & Fund Balances - Mayor & Council - Administration - Communications - Human Resources - Information Technology - Parks and Recreation - Police Department

Wednesday, August 13, 2014
(Special Called Meeting)

City Council Budget Work Session #3

Public Hearing #9 - Proposed Budget
Public Hearing #10 - Proposed Fees & Charges
Public Hearing #11 - Proposed Water/Wastewater Rates
Public Hearing #12 - Proposed Property Tax Rates

Discussion/Action on Proposed Budget:

- Building Inspection
- Planning
- Economic Development
- Engineering
- Financial Services
- Municipal Court
- Public Library
- Public Library
- Public Works

Wednesday, August 20, 2014
(Special Called Meeting)

City Council Budget Work Session #4

Public Hearing #13 - Proposed Budget
Public Hearing #14 - Proposed Fees & Charges
Public Hearing #15 - Proposed Water/Wastewater Rates
Public Hearing #16 - Proposed Property Tax Rates

Discussion/Action on Proposed Budget:

- Capital Improvement Projects by Fund
- Debt Service
- Property Tax Rates

Wednesday, August 27, 2014
(Special Called Meeting)

City Council Budget Work Session #5

Public Hearing #17 - Proposed Budget
Public Hearing #18 - Proposed Fees & Charges
Public Hearing #19 - Proposed Water/Wastewater Rates
Public Hearing #20 - Proposed Property Tax Rates

Discussion/Action on Proposed Budget:

- Discussion/Action on All Remaining Budget Items

Wednesday, August 27, 2014

Publish Budget Notice #4: Tax Revenue Increase

SEPTEMBER 2014

Tuesday, September 02, 2014 (Regular Meeting)	<p>City Council Budget Work Session #6</p> <p><u>1st Reading - Budget Adoption Ordinance (Including Fees & Charges, and Water/Wastewater Rates)</u></p> <p><u>1st Reading - Property Tax Rate Adoption Ordinance</u></p>
Wednesday, September 03, 2014 (Special Called Meeting)	<p>City Council Budget Work Session #7</p> <p><u>2nd Reading - Budget Adoption Ordinance (Including Fees & Charges, and Water/Wastewater Rates)</u></p> <p><u>2nd Reading - Property Tax Rate Adoption Ordinance</u></p>
Thursday, September 18, 2014	Charter Deadline for City Council to Adopt Budget by Ordinance. (No later than 3rd Thursday of September)
Tuesday, September 23, 2014	Last Day for Taxing Units to Adopt 2014 Property Tax Rate or No Later Than 60th Day After the Chief Appraiser Certifies Appraisal Roll to the Taxing Unit.
Wednesday, October 01, 2014	1st Day of Fiscal Year 2014-15

Buda Operating Hours

City Manager:	Monday - Thursday 7:30-5pm, Friday 7:30-4pm
City Secretary:	Monday - Thursday 8-5pm, Friday 7:30-4pm
Public Works Director, Emergency Coordinator:	Monday - Friday 7-3:30pm
Finance Manager:	Monday - Thursday 7:30-5pm, Friday 7:30-4pm
Human Resources:	Monday - Thursday 7:30-5pm, Friday 7:30-4pm
Library:	Monday - Thursday 10-8pm, Friday - Saturday 10-5pm
Municipal Court:	Monday - Thursday 7:30-5pm, Friday 7:30-4pm
Parks and Rec Supervisor:	Monday - Thursday 8-5pm, Friday 8-4pm
Planning:	Monday - Thursday 7:30-5pm, Friday 7:30-4pm
Police:	Monday - Friday 8-5pm

San Marcos Operating Hours

General Hours:	Monday - Friday 8-5pm
City Clerk:	Monday - Friday 8-4:30pm, closed for lunch 11:45-1pm
Attorney:	Monday - Friday 8-5pm, closed for lunch at 12pm
Purchasing Manager:	Monday - Friday 8-12pm, 1-5pm
Library:	Monday - Thursday 9-9pm, Friday 9-6pm, Saturday 10-6pm, Sunday 1-6pm

New Braunfels Operating Hours

General Hours:	Monday - Friday 8-5pm
Library:	Monday - Thursday 9-9pm, Friday 9-6pm, Saturday 9-5pm, Sunday 1-5pm
Municipal Court:	Monday 8-4:30pm, Tuesday 8-6pm, Wednesday 9:30-4:30pm, Thursday 8-6pm, Friday 8-4:30pm
Lockhart Operating Hours	
General Hours:	Monday – Friday 8-5pm
Luling Operating Hours	
General Hours:	Monday – Friday 8-5pm
Wimberley Operating Hours	
General Hours:	Monday – Friday 8-5pm
Municipal Court:	Monday – Friday 8-5pm, closed 1-2:30pm
Library:	Monday 10-8pm, Tuesday 10-6pm, Wednesday 10-8pm, Thursday 10-6pm, Friday 10-6pm, Saturday 10-6pm
Round Rock Operating Hours	
General Hours:	Monday – Friday 8-5pm
Library:	Monday – Thursday 9-9pm, Friday – Saturday 9-6pm, Sunday 1-6pm
Georgetown Operating Hours	
General Hours:	Monday – Friday 8-5pm
Municipal Court:	Mon, Tue, Wed, Fri 8-5pm, Thur 8-12pm
Library:	Monday – Thursday 9-8pm, Friday 9-6pm, Saturday 9-5pm, Sunday 12-5pm
Pflugerville Operating Hours	
General Hours:	Monday – Friday 8-5pm
Municipal Court:	Monday – Friday 8-6pm
Library:	Monday – Thursday 10-8pm, Friday 10-6pm, Saturday 1-6pm, Sunday 1-6pm
Schertz Operating Hours	
General Hours:	Monday – Friday 8-5pm
Library:	Monday – Thursday 10-8pm, Friday 10-6pm, Saturday – Sunday 12-6pm

Seguin Operating Hours

General Hours:

Monday – Friday 8-5pm

Library:

Monday – Thursday 9-9pm, Friday –
Saturday 9-5pm**Cedar Park Operating Hours**

General Hours:

Monday – Friday 8-5pm

Library:

Monday – Thursday 9-9pm, Friday –
Saturday 9-5pm, Sunday 1-6pm**Universal City Operating Hours**

General Hours:

Monday – Friday 8-5pm

Library:

Monday 12-8pm, Tuesday 10-6pm,
Wednesday 12-8pm, Thursday 10-
6pm, Friday 10-4pm, Saturday 10-4pm