

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 12/2/2014, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 26th day of November, 2014 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Special Called Meeting - November 15, 2014 ~ *Amelia Sanchez, City Secretary*

 [Attachments](#)

2. City Council Regular Meeting - November 18, 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 are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

IV. Presentation

3. Recognition of the 6th graduating class of the Kyle Citizen's Police Academy ~ *Jeff Barnett, Chief of Police*

- Chase Breed
- Frederick Cariaga
- Brandon Conn
- Melissa Cortes
- Dex Ellison
- Oscar Escobedo
- Susie Ferrell
- John Frank
- Krista Gooding
- Lisa Guevara

- Nicholas Harris
- Timothy Kay
- Rae Knobel
- Patricia Ortman
- Jeremy Penney
- Jana Wybo

 [Attachments](#)

V. Appointments

4. Consider and take possible action to appoint the named nominated individuals for designated terms to the Kyle Area Youth Advisory Council. ~ *Sarah Watson, KAYAC Staff Liaison*

- Supreme Hinton, 12th grade, Lehman High School (new appointment to two year term)
- Alexis Denen, 9th grade, Lehman High School (new appointment to two year term)
- Nathaniel Garcia, 9th grade, Lehman High School (new appointment to two year term)
- Jonathan Lopez, 11th grade, Hays High School (new appointment to two year term)
- Robert Brown, 11th grade, Hays High School (new appointment to two year term)
- Ryan Leal, 9th grade, Hays High School (new appointment to two year term)
- Alex Moore, 10th grade, Hays High School (new appointment to two year term)
- Hanna Malott, 10th grade, Hays High School (new appointment to two year term)

 [Attachments](#)

VI. Consent Agenda

5. Approve Supplement No. 1 to FREESE & NICHOLS, INC., Austin, Texas, for North Burlison Street in an amount not to exceed \$120,722.00 for the purpose of providing right-of-way services and documentation for the acquisition of up to 10 parcels or slope easements along the project corridor from Miller Street to IH 35 Southbound Frontage Road. ~ *Leon Barba, P.E., City Engineer*

 [Attachments](#)

6. Authorize a purchase order to OUTDOOR WATER SOLUTIONS, INC., Springdale, Arkansas, in an amount not to exceed \$7,600.00 for the purchase and shipping of materials to aerate Lake Kyle as a continuation of the Lake Kyle Fisheries Management Plan for the Parks and Recreation Department and to direct the City Manager to bring a budget amendment at a future date for City Council's authorization to appropriate funding for this expenditure in the Park Development Fund. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

The Parks and Recreation Committee voted 6-0 on October 27, 2014, to recommend this funding.

 [Attachments](#)

7. Accept a \$4,000.00 donation from the Austin Fly Fishing Club to aerate Lake Kyle as a continuation of the Lake Kyle Fisheries Management Plan for the Parks and Recreation Department. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

 [Attachments](#)

8. Approve execution of the second year of a three-year contract with PYRO SHOWS OF TEXAS, Fort Worth, Texas, and authorize a purchase order in an amount not to exceed \$18,500.00, for the 2015 July 4th Independence Day Celebration fireworks show. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

 [Attachments](#)

9. Authorize a purchase order to DEERSKIN MFG. INC., Springtown, Texas, in an amount not to exceed \$20,948.00 for the purchase of one (1) six-compartment animal control chassis mount to include installation for the Animal Control Division of the Kyle Police Department. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

10. Authorize a purchase order to BLUEBONNET MOTORS, INC., New Braunfels, Texas, a contracted member of the LCRA buy board, in an amount not to exceed \$90,658.97 for the purchase of a new Ford F550 diesel hydraulic work truck with crane for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

11. Award a 3-year contract to TEXAS TANK SERVICES, Tyler, Texas, in an amount not to exceed \$13,650.00 or \$4,550.00 per year for in-service water storage tank inspection services, mandated by TCEQ, of all city-owned water storage tanks, for calendar years 2015 through 2017. ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

12. Authorize a purchase order to RDO EQUIPMENT COMPANY, Pflugerville, Texas, a contracted member of Buy Board, in an amount not to exceed \$59,834.44 for the purchase of a new John Deere 35 G Mini Excavator with attachments for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

13. (*Second Reading*) An ordinance of the City of Kyle, Texas, amending the Code of Ordinances of the City of Kyle, Appendix “A” (Fee Schedule), to set certain fees for public use of the Kyle Public Library Burdine and Jack Johnson Wing meeting room; providing a severability clause; finding and determining the meeting at which this ordinance is passed is open to the public as required by law; providing an effective date; and making such other findings and provisions related hereto. ~ *Connie Brooks, Director of Kyle Public Library*

 [Attachments](#)

14. (*Second Reading*) Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$114,600; General Fund by \$95,800 and the Utility Fund by \$18,800 and decreasing fund balance by the same amounts in the General Fund and the Utility Fund respectively for payment of fine to Texas Commission on Environmental Quality (TCEQ) and for implementation of technology improvements for the City's information systems. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

15. Authorize the execution of a grant contract between the Office of the Attorney General (OAG) and Kyle Police Department (Grantee) for the acceptance of grant funds not to exceed an amount of \$17,380 for the purchase of computer hardware and software equipment that support the United States Department of Justice Programs, the Office of Juvenile and Delinquency Prevention, and Internet Crimes Against Children Task Force Program (ICAC) as they seek to maintain and expand State and Regional ICAC task forces to address technology-facilitated child exploitation. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

VII. Consider and Possible Action

16. Consider and take possible action to select a consultant to conduct the Five Year Economic Development Strategic Plan & Target Market Study in the amount of \$74,490 and direct the City Manager to bring a budget amendment at a future date in order to provide full funding for the study. ~ *Diana Torres, Director of Economic Development*

 [Attachments](#)

17. Consider and take action to provide direction to staff regarding Freese and Nichols, Inc., Austin, Texas, performing additional coordination for the possible addition of a right turn lane at Burleson and Center Street. ~ *Leon Barba, P. E., City Engineer*

 [Attachments](#)

18. Consider and take action to provide direction to staff regarding Freese and Nichols, Inc., Austin, Texas, performing an additional drainage study for areas

contributing runoff to North Burluson road and the City's open channel in the vicinity of St. Anthony's Street. ~ *Leon Barba, P. E., City Engineer*

 [Attachments](#)

19. Consider and take possible action on a request by Mayra and Matias Garcia, 5120 Dacy Lane, for the purpose of granting an exception from City Code, Chapter 41, Section 41-82(e)(2) (minimum width at the front property line of 130 feet) for the purpose of dividing the Garcia property into two lots. ~ *Manuel De La Rosa, Director of Planning*

Planning and Zoning Commission voted 5-0 to recommend approval for the exception.

- **PUBLIC HEARING**

 [Attachments](#)

20. Consider and approve a Resolution adopting the City of Kyle's updated Investment Policy as proposed by the City's Investment Advisor First Southwest Asset Management, Inc. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

VIII. City Managers Report

21. Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *James R. Earp, CPM, Acting City Manager*

- Employee Appreciation and Awards Banquet

 [Attachments](#)

IX. Executive Session

22. Convene into executive session pursuant to Sec. 551.074 (Personnel Matters) and Sec. 551.071(2) (Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Gov't Code) to deliberate to take possible action to execute an employment contract with and appoint Scott Sellers as the city manager.

 [Attachments](#)

23. Convene into executive session pursuant to Section 551.071, Tex. Gov't Code (Consultation with attorney regarding pending litigation) concerning Cause No.13-0894, *Aqua Operations, Inc. v. City of Kyle*.

 [Attachments](#)

24. Reconvene into regular session to discuss and take possible action to execute an employment contract with and appoint Scott Sellers as the city manager.

 [Attachments](#)

25. Reconvene into regular session to discuss and take possible action regarding pending litigation, specifically Cause No. 13-0894 *Aqua Operations, Inc. v. City of Kyle*.

 [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

Minutes - City Council Special Called Meeting - November 15, 2014

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: City Council Special Called Meeting - November 15, 2014 ~ *Amelia Sanchez, City Secretary*

Other Information:

Legal Notes:

Budget Information:

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Attachments / click to download

[City Council Special Called Meeting - November 15, 2014](#)

SPECIAL CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Special Session on November 15, 2014 at 8:00 am 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 Shane Arabie
Council Member David Wilson
Sandra Duran, HR Director
Ken Johnson, City Attorney

CALL MEETING TO ORDER

Mayor Webster called the meeting to order at 8:04 A.M.

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 Arabie, and Council Member Wilson.

CITIZEN COMMENT PERIOD WITH CITY COUNCIL

Mayor Webster opened the citizens comment period at 8:05 A.M. and called for comments on items not on the agenda or posted for public hearing. Lila Knight spoke and stated she appreciated the hard work the Mayor and Council do but asked them not to schedule meetings so early in morning. With no one else wishing to speak Mayor Webster closed Citizen's Comments at 8:06 A.M.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SEC. 551.074 (PERSONNEL MATTERS) AND SEC. 551.071 (CONSULTATION WITH ATTORNEY) TEX. GOV'T. CODE TO INTERVIEW CANDIDATES FOR THE POSITION OF CITY MANAGER AND TO DELIBERATE AND TAKE POSSIBLE ACTION ON THE APPOINTMENT AND EMPLOYMENT OF A CITY MANAGER.

Mayor Pro Tem Hervol moved to Convene into executive session at 8:06 A.M. pursuant to Sec. 551.074 (Personnel Matters) and Sec. 551.071 (Consultation with Attorney) Tex. Gov't. Code to interview candidates for the position of city manager and to deliberate and take possible action on the appointment and employment of a city manager. Council Member Selbera seconds the motion. All aye. Motion carried 7-0.

COUNCIL SPECIAL MEETING

November 15, 2014 – Page 2

Kyle City Hall

RECONVENE INTO REGULAR SESSION TO DISCUSS AND TAKE POSSIBLE ACTION ON THE APPOINTMENT AND EMPLOYMENT OF A CITY MANAGER.

Council Member LeMense moved Reconvene into regular session at 4:19 P.M. to discuss and take possible action on the appointment and employment of a city manager.

Mayor Webster stated no action was taken during Executive Session.

ADJOURN

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

The City Council meeting adjourned at 4:21 P.M.

R. Todd Webster, Mayor

Attest: Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

City Council Regular Meeting -
November 18, 2014

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - November 18, 2014 ~ *Amelia Sanchez,*
City Secretary

Other Information:

Legal Notes:

Budget Information:

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[City Council Regular Meeting - November 18, 2014](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on November 18, 2014 at 7:00 p.m. at Kyle City Hall, with the following persons present:

Mayor Todd Webster	Jerry Kolacny
Mayor Pro Tem Diane Hervol	Dan Ekaikadis
Council Member LeMense	Larry Jones
Council Member Selbera	Jesse Espinoza
Council Member Swaton	
Council Member Tammy Arabie	
Council Member David Wilson	
James Collins, Honorary Member	
James Earp, Interim City Manager	
Perwez Moheet, Director of Finance	
Ken Johnson, City Attorney	
Jerry Hendrix, Chief of Staff	
Manny De La Rosa, Director of Planning	
Robert Olvera, IT	
Diana Blank-Torres, Director Economic Development	
Sandra Duran, HR Director	
Captain Hernandez, Kyle PD	
Connie Brooks, Library Director	

CALL MEETING TO ORDER

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

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 Arabie, Council Member Wilson, and Honorary Member James Collins.

APPROVAL OF MINUTES

CITY COUNCIL WORKSHOP MEETING - OCTOBER 14, 2014 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL REGULAR MEETING - NOVEMBER 5, 2014 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL SPECIAL CALLED MEETING - NOVEMBER 10, 2014 ~ *AMELIA SANCHEZ, CITY SECRETARY*

CITY COUNCIL REGULAR MEETING

November 18, 2014 – Page 2

Kyle City Hall

Mayor Pro Tem Hervol stated she had a correction to the November 10th minutes that stated Mayor Pro Tem Hervol opened the citizens comment period and Mayor Webster closed citizen comments, but that Mayor Webster arrived after the citizen comment period was over. Mayor Pro Tem Hervol moved to approve the minutes of the City Council Workshop Meeting - October 14, 2014, the November 5, 2014 Regular City Council Meeting and the November 10, 2014 Special Called Meeting. Council Member Arabie seconds the motion. All aye. Motion carried 7-0.

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.

Mayor Webster opened the Citizens Comments at 7:03 p.m. Jerry Kolacny spoke about concerns he had with the late hours alcohol sales and that there would be people leaving the bars and walking through the neighborhoods late at night and said it was a bad decision. He also felt the city was spending too much money on internet connecting all city buildings. Dan Ekaikadis spoke in favor of item 10 the late nigh alcohol sales. He stated it would generate more tax revenue and that we needed to progress because the city is growing. Larry Jones of Bunton Creek spoke on the PID issue in there neighborhood. He stated that the city had helped the residents but they were hearing conflicting stories and asked that they be kept informed on what is being done. He asked the council that before they approved another PID to be sure of how it will be handled and to remember that it shifts the burden to the homeowner. Jesse Espinoza introduce himself to the council as the newly elected President of the Kyle Police Association and that he would be contacting them one on one at a later date. With no one else wishing to speak Mayor Webster closed Citizens Comments at 7:16 p.m.

PRESENTATION

PRESENTATION OF END OF YEAR RESULTS ON RETAIL RECRUITMENT BY CATALYST COMMERCIAL. ~ *DIANA BLANK-TORRES, DIRECTOR ECONOMIC DEVELOPMENT*

Jason Claunch, President of Catalyst Commercial provided a presentation of End of Year results on retail recruitment to Council.

APPOINTMENTS

CITY COUNCIL REGULAR MEETING

November 18, 2014 – Page 3

Kyle City Hall

CONSIDER AND TAKE POSSIBLE ACTION TO APPOINT RECOMMENDED INDIVIDUALS TO VACANT POSITIONS ON THE PLANNING AND ZONING COMMISSION. ~ *R. TODD WEBSTER, MAYOR*

Mayor Webster moved to appoint Michele Christie to the Planning and Zoning Commission,. Council Member Wilson seconds the motion. After some discussion on place of appointment Council Member LeMense called point of order and stated that the Mayor had to restate his motion

Mayor Webster moved to rescind his prior motion. Council Member Wilson seconds the motion. All aye. Motion carried.

Mayor Webster restated his nomination of Michele Christie to the Planning and Zoning Commission to Seat 4. Council Member Wilson seconds the motion. All aye. Motion carried.

Mayor Webster moved to nominate Timothy Kay to the At Large position on the Planning and Zoning Commission. Council Member Wilson seconds the motion. All aye. Motion carried.

CONSENT AGENDA

APPROVE A PURCHASE ORDER TO CALDWELL COUNTRY CHEVROLET, CALDWELL, TEXAS, IN AN AMOUNT NOT TO EXCEED \$27,980.00 FOR THE PURCHASE OF ONE (1) 2015 CHEVROLET 2500HD SILVERADO 4X4 DOUBLE CAB TRUCK THROUGH THE BUY BOARD PURCHASING COOPERATIVE FOR THE ANIMAL CONTROL UNIT IN THE POLICE DEPARTMENT. ~ *JEFF BARNETT, CHIEF OF POLICE*

APPROVE A 5-YEAR TRUST AND INVESTMENT MANAGEMENT SERVICES AGREEMENT WITH THREE 1-YEAR RENEWAL OPTIONS WITH PEB TRUST ADMINISTERED BY FIRSTSOUTHWEST FOR A FIXED MANAGEMENT FEE OF \$10,500 PER YEAR FOR THE CITY OF KYLE'S POST-RETIREMENT MEDICAL BENEFITS PLAN. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

APPROVE A CONTRACT WITH SPAWGLASS CONTRACTOR'S, INC., AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$105,886.00 FOR LANDSCAPING AND OTHER EXTERIOR WORK FOR PHASE 3 OF THE HISTORIC KYLE TRAIN DEPOT RESTORATION PROJECT. ~ *JERRY HENDRIX, CHIEF OF STAFF*

APPROVE THE USE POLICY FOR THE KYLE PUBLIC LIBRARY BURDINE AND JACK JOHNSON WING MEETING ROOM. ~ *CONNIE BROOKS, DIRECTOR OF LIBRARY SERVICES*

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

(SECOND READING) AN ORDINANCE AUTHORIZING PERMITTEES OF MIXED BEVERAGE PERMITS AND LATE-HOURS PERMITS TO SELL OR OFFER FOR SALE MIXED BEVERAGES FROM THE HOURS OF TWELVE MIDNIGHT UNTIL TWO A.M. ON ANY DAY; PROVIDING DEFINITIONS; LEVYING A FEE ON PERMITTEES AFTER A THREE-YEAR PERIOD FOLLOWING THE ISSUANCE OF PERMITS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO. ~ *MANUEL DE LA ROSA, DIRECTOR OF PLANNING SERVICES.*

Council Member Selbera asked to pull item # 10 from Consent Agenda, and Mayor Pro Tem Hervol pulled item # 8.

Mayor Pro Tem Hervol moved to approve items 6 ~ Approve a purchase order to CALDWELL COUNTRY CHEVROLET, Caldwell, Texas, in an amount not to exceed \$27,980.00 for the purchase of one (1) 2015 Chevrolet 2500HD Silverado 4X4 Double Cab Truck through the Buy Board Purchasing Cooperative for the Animal Control unit in the Police Department; item 7 ~ Approve a 5-year trust and investment management services agreement with three 1-year renewal options with PEB TRUST administered by FirstSouthwest for a fixed management fee of \$10,500 per year for the City of Kyle's post-retirement medical benefits plan; and item 9 ~ Approve the use policy for the Kyle Public Library Burdine and Jack Johnson Wing Meeting Room. Council Member Selbera seconds the motion. All aye. Motion carried 7-0.

APPROVE A CONTRACT WITH SPAWGLASS CONTRACTOR'S, INC., AUSTIN, TEXAS, IN AN AMOUNT NOT TO EXCEED \$105,886.00 FOR LANDSCAPING AND OTHER EXTERIOR WORK FOR PHASE 3 OF THE HISTORIC KYLE TRAIN DEPOT RESTORATION PROJECT.

Mayor Pro Tem Hervol stated she had pulled this item so that Chief of Staff Jerry Hendrix could provide an update for all.

Mayor Pro Tem Hervol moved to Approve a contract with SPAWGLASS CONTRACTOR'S, INC., Austin, Texas, in an amount not to exceed \$105,886.00 for landscaping and other exterior work for Phase 3 of the Historic Kyle Train Depot Restoration project. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

(SECOND READING) AN ORDINANCE AUTHORIZING PERMITTEES OF MIXED BEVERAGE PERMITS AND LATE-HOURS PERMITS TO SELL OR OFFER FOR SALE MIXED BEVERAGES FROM THE HOURS OF TWELVE MIDNIGHT UNTIL TWO A.M.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

ON ANY DAY; PROVIDING DEFINITIONS; LEVYING A FEE ON PERMITTEES AFTER A THREE-YEAR PERIOD FOLLOWING THE ISSUANCE OF PERMITS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO. ~ MANUEL DE LA ROSA, DIRECTOR OF PLANNING SERVICES

Council Member Swaton recused herself from this item because the owner of the business requesting the ordinance change was the coach on her son's football team and was not aware of this at the last meeting on first reading.

Council Member Selbera stated she pulled this item because she does not feel Kyle is ready for the 2 am late night sale of alcohol, with a concern for the neighborhoods and not enough lighting and parking downtown and high school students in the area.

Council Member Wilson moved to approve (*Second Reading*) An ordinance authorizing permittees of mixed beverage permits and late-hours permits to sell or offer for sale mixed beverages from the hours of twelve midnight until two a.m. on any day; providing definitions; levying a fee on permittees after a three-year period following the issuance of permits; providing a penalty clause; providing a severability clause; providing for 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; and making such other findings and provisions related hereto. Council Member LeMense seconds the motion. Mayor Webster called for a roll call vote. Council Member Wilson voted aye, Council Member Arabie voted aye, Mayor Webster voted aye, Council Member Selbera voted nay, Council Member LeMense voted aye, Mayor Pro Tem Hervol voted aye. Motion carried 5-1 with Council Member Selbera voting nay and Council Member Swaton recused and not voting or participating in debate.

CONSIDER AND POSSIBLE ACTION

(*FIRST READING*) APPROVE AN ORDINANCE AMENDING THE CITY'S APPROVED BUDGET FOR FISCAL YEAR 2014-15 BY INCREASING TOTAL APPROPRIATIONS FOR EXPENDITURES BY \$114,600; GENERAL FUND BY \$95,800 AND THE UTILITY FUND BY \$18,800 AND DECREASING FUND BALANCE BY THE SAME AMOUNTS IN THE GENERAL FUND AND THE UTILITY FUND RESPECTIVELY FOR PAYMENT OF FINE TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND FOR IMPLEMENTATION OF TECHNOLOGY IMPROVEMENTS FOR THE CITY'S INFORMATION SYSTEMS. ~ PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE

PUBLIC HEARING

CITY COUNCIL REGULAR MEETING

November 18, 2014 – Page 6

Kyle City Hall

Mayor Webster opened the Public Hearing at 7:53 pm to hear comments on *(First Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$114,600; General Fund by \$95,800 and the Utility Fund by \$18,800 and decreasing fund balance by the same amounts in the General Fund and the Utility Fund respectively for payment of fine to Texas Commission on Environmental Quality (TCEQ) and for implementation of technology improvements for the City's information systems. Jerry Kolacny spoke and stated he tried to figure out what the fine to TCEQ was for and believed it was for a sewage spill a couple of years ago and guessed the \$18,000. was for this fine, and questioned what the \$95,000. was. He stated the utility department had made some changes in the downtown area where there had been problems with sewage backing up in some peoples homes. He stated clean outs had been installed but that during the last heavy rain the water started backing up, releases pressure and then dumping raw sewage in ditches and asked that someone address the problem and that it had been a long standing problem. Mayor Webster asked Mr. Kolacny if he had made the staff aware of the problem because this was news to him, and asked him to get with staff and point out an exact location. With no one else wishing to speak Mayor Webster closed the Public Hearing at 7:56 pm.

Mayor Pro Tem Hervol moved to approve *(First Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$114,600; General Fund by \$95,800 and the Utility Fund by \$18,800 and decreasing fund balance by the same amounts in the General Fund and the Utility Fund respectively for payment of fine to Texas Commission on Environmental Quality (TCEQ) and for implementation of technology improvements for the City's information systems. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

APPROVE AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF KYLE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014; AUTHORIZING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; DELEGATING AUTHORITY TO THE CITY MANAGER OR THE DIRECTOR OF FINANCE TO SELECT OUTSTANDING OBLIGATIONS TO BE REFUNDED AND APPROVE ALL FINAL TERMS OF THE BONDS, APPROVING THE PREPARATION AND DISTRIBUTION OF A NOTICE OF SALE AND OFFICIAL STATEMENT, AND CALLING CERTAIN OBLIGATIONS FOR REDEMPTION. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

PUBLIC HEARING

Mayor Webster opened the Public Hearing at 8:00 p.m. to hear comments on an Ordinance authorizing the issuance of City of Kyle, Texas, General Obligation Refunding Bonds, Series 2014; authorizing certain parameters for the bonds; authorizing the execution and delivery of an

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

escrow agreement, a paying agent/registrars agreement and other instruments and procedures related thereto; delegating authority to the city manager or the director of finance to select outstanding obligations to be refunded and approve all final terms of the bonds, approving the preparation and distribution of a notice of sale and official statement, and calling certain obligations for redemption. With no one wishing to speak Mayor Webster closed the Public Hearing at 8:00 p.m.

Mayor Pro Tem Hervol moved to Approve an Ordinance authorizing the issuance of City of Kyle, Texas, General Obligation Refunding Bonds, Series 2014; authorizing certain parameters for the bonds; authorizing the execution and delivery of an escrow agreement, a paying agent/registrars agreement and other instruments and procedures related thereto; delegating authority to the city manager or the director of finance to select outstanding obligations to be refunded and approve all final terms of the bonds, approving the preparation and distribution of a notice of sale and official statement, and calling certain obligations for redemption. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

(FIRST READING) AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF KYLE, APPENDIX “A” (FEE SCHEDULE), TO SET CERTAIN FEES FOR PUBLIC USE OF THE KYLE PUBLIC LIBRARY BURDINE AND JACK JOHNSON WING MEETING ROOM; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO. ~ *CONNIE BROOKS, DIRECTOR OF KYLE PUBLIC LIBRARY*

Mayor Pro Tem Hervol moved to approve *(First Reading)* An ordinance of the City of Kyle, Texas, amending the Code of Ordinances of the City of Kyle, Appendix “A” (Fee Schedule), to set certain fees for public use of the Kyle Public Library Burdine and Jack Johnson Wing meeting room; providing a severability clause; finding and determining the meeting at which this ordinance is passed is open to the public as required by law; providing an effective date; and making such other findings and provisions related hereto. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

GENERAL DISCUSSION

DISCUSSION ONLY REGARDING COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Webster stated that this item was included to discuss proposing something for an agenda that would require the City Attorney or staff drafting of any work and get a consensus beforehand rather than having 7 Council Members asking for items on the agenda of staff. He felt this would make things run more efficiently and the could discuss this some more later.

CITY COUNCIL REGULAR MEETING

November 18, 2014 – Page 8

Kyle City Hall

DISCUSSION ONLY REGARDING OPTIONS AND OTHER MATTERS RELATING TO THE PROPOSED FM 150 ROAD REALIGNMENT. ~ *R. TODD WEBSTER, MAYOR*

Mayor Webster stated he attended a Hays CISD Board meeting regarding the proposed FM 150 road realignment and made it clear he was not representing the council. He stated he had given his opinion on the road options being considered that he thought would be best for the city. He stated that he had requested that before they made their decision on which road option they would prefer that they have an opportunity to sit down and discuss it. He stated he felt an obligation to provide feedback as a group on the road options, have public meetings and a resolution endorsing one or more of those proposals at some point. Council Member Lemense was off the dais at 8:23p.m. and returned at 8:27 p.m.

CITY MANAGERS REPORT

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

1. A detailed report is attached listing all payments processed totaling \$15,000 or less during the month of October 2014.
- 2.

Interim City Manager James Earp stated that a detailed report listing all payments totaling \$15,000. or less during the month of October 2014 was attached and reminded Council that the posting of the agenda for December 2nd would be posted on Wednesday, November 26 due to the Thanksgiving holidays so if they had anything they wanted on the agenda to please notify staff sooner than later. He also notified Council about the ACC runoff election to be held on December 16 in the Falcon room on the same day as the Council meeting.

STAFF REPORT

PRESENTATION OF CITY OF KYLE'S FINANCIAL PERFORMANCE REPORT (UNAUDITED) FOR THE 4TH QUARTER ENDING SEPTEMBER 30, 2014. ~ *PERWEZ A. MOHEET, CPA DIRECTOR OF FINANCE*

Perwez Moheet, Finance Director provided Council with the City of Kyle's Financial Performance Report (unaudited) for the 4th quarter ending September 30, 2014.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.087, TEX. GOV'T CODE, TO DELIBERATE OFFERS OF FINANCIAL OR OTHER INCENTIVES AND

CITY COUNCIL REGULAR MEETING

November 18, 2014 – Page 9

Kyle City Hall

ECONOMIC DEVELOPMENT NEGOTIATIONS WITH BUSINESS PROSPECTS THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY

CONVENE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.071(1)(A), TEX. GOV'T CODE (CONSULTATION WITH ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION) CONCERNING THE BUNTON CREEK PUBLIC IMPROVEMENT DISTRICT AND ASSESSMENTS LEVIED

CONVENE INTO EXECUTIVE SESSION PURSUANT TO TEX. GOV'T CODE SEC. 551.074 (PERSONNEL) AND SEC. 551.071(2) (CONSULTATION WITH ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEX. GOV'T CODE CHAPTER 551) TO DELIBERATE AND TAKE POSSIBLE ACTION TO HIRE A CITY MANAGER AND IF APPROPRIATE, TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR EMPLOYMENT WITH THE SELECTED INDIVIDUAL.

Council Member Wilson moved to Convene into Executive Session at 8:48 p. m. 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; Convene into executive session pursuant to Section 551.071(1)(A), Tex. Gov't Code (Consultation with Attorney regarding pending or contemplated litigation) concerning the Bunton Creek Public Improvement District and assessments levied; Convene into executive session pursuant to Tex. Gov't Code Sec. 551.074 (Personnel) and Sec. 551.071(2) (Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Tex. Gov't Code Chapter 551) to deliberate and take possible action to hire a city manager and if appropriate, to negotiate and execute an agreement for employment with the selected individual. Council Member LeMense seconds the motion. All aye. Motion carried 7-0.

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.

RECONVENE INTO OPEN SESSION TO TAKE ANY AND ALL ACTIONS AS DEEMED APPROPRIATE REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING THE BUNTON CREEK PUBLIC IMPROVEMENT DISTRICT AND ASSESSMENTS LEVIED.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

RECONVENE INTO REGULAR SESSION TO DISCUSS AND TAKE POSSIBLE ACTION TO HIRE A CITY MANAGER AND IF APPROPRIATE, TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR EMPLOYMENT WITH THE SELECTED INDIVIDUAL.

Mayor Pro Tem Hervol moved to Reconvene into Open Session at 10:34 p.m. 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.

Mayor Pro Tem Hervol stated no action was taken during Executive Session.

Mayor Pro Tem Hervol moved to Reconvene into Open Session at 10:34 p.m. to take any and all actions as deemed appropriate regarding pending or contemplated litigation concerning the Bunton Creek Public Improvement District and assessments levied.

Mayor Pro Tem Hervol moved to authorize the City Attorney to pursue litigation against PID Holdings, a company, and directing a future budget amendment. Council Member Selbera seconds the motion. All aye. Motion carried 7-0.

Mayor Pro Tem Hervol moved to Reconvene into Open Session at 10:34 p.m. to discuss and take possible action to hire a city manager and if appropriate, to negotiate and execute an agreement for employment with the selected individual

Mayor Pro Tem Hervol moved to authorize the Mayor and staff to negotiate a contract with Scott Sellers. Council Member Wilson and Council Member LeMense second the motion simultaneously. All aye. Motion carried 6-0. Council Member LeMense left before vote.

ADJOURN

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

The City Council meeting adjourned at 10:38 p.m.

R. Todd Webster, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Recognition of Kyle Citizen's Police Academy grads

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Recognition of the 6th graduating class of the Kyle Citizen's Police Academy ~ *Jeff Barnett, Chief of Police*

- Chase Breed
- Frederick Cariaga
- Brandon Conn
- Melissa Cortes
- Dex Ellison
- Oscar Escobedo
- Susie Ferrell
- John Frank
- Krista Gooding
- Lisa Guevara
- Nicholas Harris
- Timothy Kay
- Rae Knobel
- Patricia Ortman
- Jeremy Penney
- Jana Wybo

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

Cover Memo

Item # 3



CITY OF KYLE, TEXAS

Kyle Area Youth Advisory Council Appointments

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Consider and take possible action to appoint the named nominated individuals for designated terms to the Kyle Area Youth Advisory Council. ~ *Sarah Watson, KAYAC Staff Liaison*

- Supreme Hinton, 12th grade, Lehman High School (new appointment to two year term)
- Alexis Denen, 9th grade, Lehman High School (new appointment to two year term)
- Nathaniel Garcia, 9th grade, Lehman High School (new appointment to two year term)
- Jonathan Lopez, 11th grade, Hays High School (new appointment to two year term)
- Robert Brown, 11th grade, Hays High School (new appointment to two year term)
- Ryan Leal, 9th grade, Hays High School (new appointment to two year term)
- Alex Moore, 10th grade, Hays High School (new appointment to two year term)
- Hanna Malott, 10th grade, Hays High School (new appointment to two year term)

Other Information: See attached Resolution for background information on creation of KAYAK.

Legal Notes:

Budget Information:

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Attachments / click to download

[Kyle Area Youth Advisory Council Resolution](#)

Cover Memo

Item # 4

RESOLUTION NO. 806

A RESOLUTION OF THE CITY OF KYLE, TEXAS, ESTABLISHING THE KYLE AREA YOUTH ADVISORY COUNCIL AS FURTHER DESCRIBED IN ATTACHED EXHIBITS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle wishes to create and support the Kyle Area Youth Advisory Council so that issues important and concerning the youth in our community can be brought to the attention of City Departments, Committees, Commissions and/or Council; and

Whereas, the Kyle Parks Department is assigned to establish, organize and be a liaison for the Kyle Area Youth Advisory Council;

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

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

Section 2. Authorization. The Kyle City Council, Kyle, Texas, hereby adopts the attached exhibit establishing the Kyle Area Youth Advisory Council and authorizes the Community Relations Committee to work with and Parks and Recreation Department staff to establish, organize and be a liaison to the Kyle Area Youth Advisory Council.

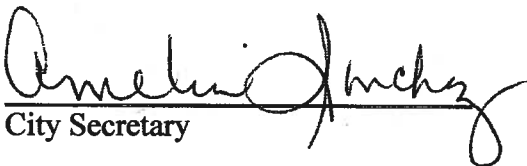
Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

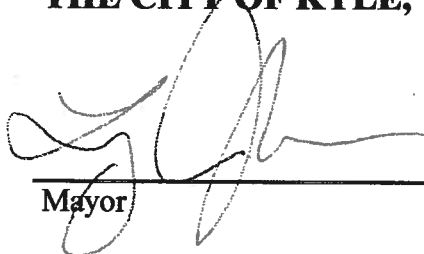
FINALLY PASSED AND APPROVED on this the 17th day of July, 2012.

Attest:

THE CITY OF KYLE, TEXAS



City Secretary



Mayor

Kyle Area Youth Advisory Council

Purpose of Creation

This committee is being created as an eight (8) member committee that will consist of one Freshman, Sophomore, Junior and Senior class representative from each of the two high schools, Hays and Lehman that reside in the city limits of Kyle. This committee shall be known as the Kyle Area Youth Advisory Council (KAYAC)

This committee shall be advisory in nature and is being created for the purpose of providing a youthful viewpoint for the Kyle City Council on community affairs and issues. This commission shall provide the opportunity for youth in the city a formal role in the city's decision making process by hearing items and advising council on the youth perspective.

Powers and Duties

The KAYAC shall be instilled with the following powers and duties:

1. Assist and advise the city council on city youth issues
2. Conduct surveys and determine the concerns and interests of youth of Kyle
3. Encourage the initiation of programs of general interest to youth
4. Encourage youth leadership and responsibility through volunteerism and community involvement
5. Enlist the cooperation of all segments of the community in being more responsive to the youth community
6. Look for ways to promote understanding, respect and community involvement among youth of all cultures and backgrounds

KAYAC shall have no executive or administrative powers or authorities except as herein provided.

Member Qualifications

The KAYAC will consist of eight (8) primary members and eight (8) alternate members composed of students from each grades Freshman through Senior that are residents of Kyle. High schools represented by youth on the committee will be Hays and Lehman. If a primary committee member is unable to attend a scheduled meeting the alternate member will be contacted to fill the vacancy for the assigned meeting.

Appointment and Terms

The KAYAC members representing each of the schools will be selected by the principal or the principal's designee of their respective campuses. The principal or principal's designee shall submit the nominees for the primary and alternate members to the KAYAC liaison no later than the third Friday in September of the year their respective campus has a vacancy. The nominee will be ratified by the city council.

Each member of the KAYAC other than Senior can serve up to a two-year term.

Each member term automatically expires three (3) months after graduation.

The Parks and Recreation Department will assign a city staff to serve as staff liaison to the KAYAC.

Removal

Members of the KAYAC may be removed from office for cause by a majority of the city council. Grounds for removal include failure to satisfy the qualifications set forth in the powers and duties; substantial neglect of duty; gross misconduct in office; or violations of any provision of the city's code of ethics.



CITY OF KYLE, TEXAS

Meeting Date: 12/2/2014

Date time: 7:00 PM

Approve Suppl No. 1 Freese and Nichols re Burleson Road-ROW

Subject/Recommendation: Approve Supplement No. 1 to FREESE & NICHOLS, INC., Austin, Texas, for North Burleson Street in an amount not to exceed \$120,722.00 for the purpose of providing right-of-way services and documentation for the acquisition of up to 10 parcels or slope easements along the project corridor from Miller Street to IH 35 Southbound Frontage Road. ~ *Leon Barba, P.E., City Engineer*

Other Information: Burleson Limits - From Miller Street to IH 35 West Frontage Road:

The additional services to be performed under supplemental work authorization #1, SWA#1, by Freese and Nichols, includes the Right of Way mapping of parcel plats, and metes and bounds exhibits necessary for the identification and conveyance of property to the City of Kyle for up to ten parcels.

The appraising of property and acquisition services work is to be performed by Unit Price per parcel. Acquisition services will be utilized as necessary for the development of appraisals, review of appraisals, negotiations, and obtaining clean title to properties. Appraisal work will not commence until authorized by City staff.

The City of Kyle will be responsible for payment of title commitments and insurance premiums for all parcels acquired.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Burleson Road - ROW](#)

[Fiscal Note](#)

Cover Memo

Item # 5

SUPPLEMENT NO. 1

TO CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES FOR

N. BURLESON STREET IMPROVEMENTS

SERVICES TO BE PROVIDED BY THE ENGINEER

WORK DESCRIPTION:

The work to be performed by ENGINEER under Supplement No. 1 to the Contract Agreement for Professional Services for N. Burleson Street Improvements consists of right of way (ROW) acquisition documents (metes and bounds / parcel plats), property appraisals, appraisal reviews, negotiations, ROW document control, title and closing services necessary for the acquisition of up to 10 parcels or slope easements along the project corridor from Miller St. to IH 35 Southbound Frontage Road.

FC 130 - RIGHT OF WAY (ROW) SERVICES

- Communication
 - Provide summaries of project expenses including amounts authorized, amounts paid and budget forecasting or with an increased frequency as required by CITY.
 - Maintain current status reports of parcel and project activities and provide monthly to CITY.
 - Provide schedule of areas of work indicating anticipated start and end dates.
 - Participate in project review meetings at dates and times determined by CITY.
 - Prepare initial property owner contact list for use in distribution of introduction letters.
 - Provide property owners with Notice of Intent to acquire letters and Landowner Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- File Management
 - Primary project and parcel files will be kept in ENGINEER's office.
 - Prepare invoices for ROW acquisitions utilizing pre-approved payment submissions forms with supporting documentation.
 - Maintain records of payment amounts.
 - Maintain copies of correspondence and contacts with property owners.
- Title Services/Closings
 - Assist the CITY with obtaining preliminary title commitment or preliminary title search, and five-year sales data from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by CITY and is not included in this scope of work.
 - Assist the CITY with obtaining title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title

- commitment updates will be paid by CITY and is not included in this scope of work or fee schedule.
- Assist the CITY with obtaining title insurance for parcels acquired, insuring acceptable title to CITY. Written approval by CITY required for any exception. Cost of title insurance to be paid by CITY.
 - ENGINEER will assist the Title Company in the curative work necessary to provide clear title to CITY.
 - Coordinate with Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary to request a check from CITY.
 - Attend closings and provide support to the Title Company and CITY.
 - Record original instruments immediately after closing at the County Clerk's Office, costs to be paid by CITY.
 - All closing costs are paid by CITY and are not included in this scope of work or fee schedule.
- Initial Appraisal – Some parcels may be donated and owner may waive right to have an appraisal performed. Therefore, these services will only be provided when owner does not waive the right to an appraisal.
 - Request written permission, if not already obtained, from the owner to enter the property from which land is to be acquired. If either ENGINEER or its' sub consultant, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from CITY. Maintain permission letters with appraisal reports.
 - Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
 - Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
 - Prepare complete appraisal report for each parcel to be acquired in narrative form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
 - Completed appraisals will be administratively reviewed and approved by CITY.
 - As necessary, the appraiser will appear and/or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings.
 - Initial Appraisal Review Service for Appraisals to be used to make an offer to the property owner. Some parcels may be donated and owner may waive right to have an appraisal performed. Therefore, these services will only be provided when owner does not waive the right to an appraisal.
 - Perform a review of the appraisal report for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices
 - Prepare and submit to CITY a review a review letter for each appraisal.
 - The fees for the review of an initial appraisal are based on separate appraisal review assignments with the fee for each review assignment based on separate assignments performed.

- Initial Appraisal Review Service for Appraisals that will not be used to make an offer. Some parcels may be donated and owner may waive right to have an appraisal performed.
 - Perform an administrative desk review of the appraisal report for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices
 - Prepare and submit to CITY a review a review letter for each appraisal.
 - The fees for the review of an initial appraisal are based on separate appraisal review assignments with the fee for each review assignment based on separate assignments performed.
- Negotiation Services
 - Analyze appraisal reports and confirms CITY approved value prior to making offer for each parcel.
 - Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
 - Prepare and send the letter transmitting the Landowners' Bill of Rights by CMRRR.
 - Prepare the initial offer letter, purchase agreement and instrument of conveyance.
 - The written offer and appraisal report will be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - Contact each property owner or owner's designated representative, to present the written offer in person where practical and deliver appraisal report.
 - Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - Respond to property owner inquiries verbally and in writing within two business days.
 - Prepare a separate negotiator contact report for each parcel.
 - Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - Transmit to CITY any written counter offer from property owners including supporting documentation, and recommendation with regard to counter offer.
 - Prepare final offer letter, documents of conveyance as necessary and mail by CMRRR.
 - Assist the CITY with securing a Possession and Use Agreement is part of general Negotiation Services.
 - Fee includes a maximum of 5 property owner meetings during negotiations.

FC 150 – FIELD SURVEYING AND PHOTOGRAMMETRY

- ROW Survey

- Recover the corner or angle point monuments pertinent to the proposed ROW of N. Burlison Street on the front and side lines of each of the properties to be acquired.
- Utilizing the boundary surveys and the proposed ROW line location provided by client, we will compute the boundaries of the right-of-way parcels for each of the subject properties.
- Draft plats for each ROW parcels. The plats will be prepared on 8 1/2" x 11" pages at a scale not smaller than 1 inch equals 100 feet. A closure computation will be prepared for each of the plats.
- Prepare a metes and bounds description for each of the ROW parcels. A closure computation will be prepared for each of the descriptions. Metes and bounds descriptions will indicate parent tract areas based on recorded information only.
- Plats, metes and bounds descriptions, and closure computations will be submitted to client for review. Upon the completion of review of all ROW survey documents, Surveyor will make revisions as needed and address review comments. Revised documents will be returned to client in final format.
- Set property comers using 1/2 inch rebar with caps. Corners will be placed at property line intersections with the new ROW, and at P.C.'s, P.T.'s and angle points on new ROW within each of the acquisition parcels. No monumentation will be placed on existing ROW in those areas where no additional ROW is being acquired.
- Provide two legal descriptions for each parcel (original signed and sealed).
- Provide two individual plats for each parcel (original signed and sealed).
- Provide area computation sheets for plats and metes and bounds descriptions for all acquisition parcels.
- Provide engineer with a MicroStation V8i, drawing file showing boundary lines with an ASCII point file.
- Survey Review
 - Review the metes and bounds description for each of the right-of-way parcels.
 - Review closure computations for each of the descriptions.
 - Review plats, metes and bounds descriptions, and closure computation submitted.

FC 160 – ROADWAY PLANS, SPECIFICATIONS, AND ESTIMATE

- Project deliverables include schematic, 60%, 90%, and 100%.

FC 164 – PROJECT MANAGEMENT

- Monthly coordination with ROW acquisition team
- Meetings with CITY to discuss ROW Acquisition progress

ADDITIONAL SERVICES (NOT INCLUDED IN THIS SCOPE OF SERVICES)

The ENGINEER shall, at the request of the CITY, provide the following additional services. Any additional services requested will require a Supplemental Agreement to this Work Authorization.

- ROW Condemnation Support Services.

- ROW Relocation Services.
- Any additional right of entry's required but not obtained by the surveyor for design survey and environmental investigations will be obtained by the CITY.
- Updated Appraisals and Updated Appraisal Reviews.
- Any other services not specifically stated within this scope of work.

Tress and Mitchell, Inc.

City of NY
 Hudson St - Suspension of (COV)
 #102024
 Detailed Cost Breakdown

Project Log Summary
 Basic 120,727
 Special 0
 Total Project \$ 120,727

Phase	Task	Employee	Special Services																				Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
			Hourly	Travel	Meals	Auto	Hotel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.							
			325.00	1130.00	175.54	1121.00	3231.00	3204.61	1715.32	1181.19	1111.40	1190.86	1192.95	1157.62	1109.16	1132.26	1214.08	1229.42	1124.42	1113.95	856.98	588.95	315.62	3	3	3	3	3
Total Special Services Labor Effort			3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	

Phase	Task	Expense	Special Services																				Total Sub Effort	Total Effort			
			Hourly	Travel	Meals	Auto	Hotel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.						
			1130.00	175.54	1121.00	3231.00	3204.61	1715.32	1181.19	1111.40	1190.86	1192.95	1157.62	1109.16	1132.26	1214.08	1229.42	1124.42	1113.95	856.98	588.95	315.62	3	3	3	3	3
Total Special Services Expense Effort			3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	

Phase	Task	Subcontractor	Special Services																				Total Sub Effort	Total Effort			
			Hourly	Travel	Meals	Auto	Hotel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.	Travel	Per Diem	Com. Exp.						
			1130.00	175.54	1121.00	3231.00	3204.61	1715.32	1181.19	1111.40	1190.86	1192.95	1157.62	1109.16	1132.26	1214.08	1229.42	1124.42	1113.95	856.98	588.95	315.62	3	3	3	3	3
Total Special Services Subcontractor Effort			3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	

2 of 2

L:\Users\mact\Documents\Borough of Elizabeth\Budget\11-12\Special\COV

11/20/2014

Item # 5

Exhibit "C"
N. Burleson Street (Miller Street to IH 35 Frontage Road)
Summary of Compensation - Supplemental Work Authorization #1

Project Phase	Work Task	Comensation Type	Amount	SWA #1 Compensation	
Schematic and Environmental	Survey Control/Topographic/ROW Surveying	Lump Sum	\$ 152,416.00		
	Geotechnical Investigation & Pavement Design	Lump Sum	\$ 22,594.00		
	Schematic Design	Lump Sum	\$ 141,270.30		
	Environmental Permitting Evaluation	Lump Sum	\$ 34,223.00		
	RR Permitting	Lump Sum	\$ 22,755.00		
	Public Involvement	Lump Sum	\$ -		
	SUE - Quality Level "A"	Lump Sum	\$ 15,100.00		
	Quiet Zone Implementation at Burleson Street	Lump Sum	\$ 14,005.00		
		Sub-Total		\$ 402,363.30	
Design	30% Plans, Specifications, & Estimates	Lump Sum	\$ 124,902.30		
	60% Plans, Specifications, & Estimates	Lump Sum	\$ 145,205.30		
	90% Plans, Specifications, & Estimates	Lump Sum	\$ 121,835.30		
	100% Plans, Specifications, & Estimates	Lump Sum	\$ 50,699.80		
	Sub-Total		\$ 442,642.70		
Bidding	Bid Phase Services	Lump Sum	\$ 22,979.00		
	Sub-Total		\$ 22,979.00		
Construction	Construction Phase Services	Lump Sum	\$ 91,707.00		
	Sub-Total		\$ 91,707.00		
Total Basic Services Compensation			\$ 959,692.00		
	ADDITIONAL SERVICES				
ROW	ROW Survey (10 Parcels)	Unit Price	\$ -	\$ 21,434.00	
ROW	ROW Appraisal (10 parcels)	Unit Price	\$ -	\$ 34,000.00	
ROW	ROW Appraisal Reviews (10 parcels)	Unit Price	\$ -	\$ 9,900.00	
ROW	ROW Communication (10 parcels)	Unit Price	\$ -	\$ 12,504.00	
ROW	ROW File Management (10 parcels)	Unit Price	\$ -	\$ 6,878.00	
ROW	ROW Review Survey (10 parcels)	Unit Price	\$ -	\$ 5,869.00	
ROW	ROW Negotation Services (10 parcels)	Unit Price	\$ -	\$ 22,175.00	
ROW	ROW Title Services (10 parcels)	Unit Price	\$ -	\$ 3,762.00	
ROW	ROW Project Management	Lump Sum	\$ -	\$ 3,793.00	
ROW	ROW Expenses	Unit Price	\$ -	\$ 407.00	
Total Additional Services Compensation			\$ -	\$ 120,722.00	
Total Compensation for Base & Additional Services:			\$ 959,692.00	\$ 1,080,414.00	

November 6, 2014



Jessica Rodriguez, P.E.
Freese & Nichols, Inc.
10431 Morado Circle
Building 5, Ste. 300
Austin, TX 78759
(512) 617-3141

VIA EMAIL
jessica.rodriguez@Freese.com

RE: Fourth Revised Proposal for Additional Surveying Services for the N. Burleson Road Project, City of Kyle, Texas

Dear Ms. Rodriguez:

We appreciate the opportunity to present you with this fourth revised proposal for additional surveying services for the above referenced project. The following represents our understanding of the area to survey, scope of services, and our fee proposal.

Scope of Services:

- Provide 10 plats and metes and bounds descriptions for proposed Right-of-Way acquisitions.
- Property corners will be set at property line intersections with new ROW line as well as PC's, PT's and PI's.

Fees:

These surveying services will be provided on a per parcel basis of \$1,800.00, not to exceed the fee of \$18,000.00 plus 8.25% sales tax of \$1,485.00, for a total of **\$19,485.00**. Since this project includes taxable services, we will need to receive a Texas Sales and Use Tax Resale Certificate for those services prior to starting the project. If one is not available, sales tax will be charged

We will proceed as soon as we receive notice to proceed. We estimate it will take approximately 4 to 6 weeks (weekends and holidays excluded) from notice to proceed to complete this project, weather and circumstances beyond our control permitting. Please let us know if we need to accelerate this schedule.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Chris Conrad know.

Sincerely,

Judith J. McGray, RPLS
President
TBPLS Firm #10095500

Authorized to Proceed by:

Signature

Date

Print Name

Title

JJM:CIC:kkp

3301 HANCOCK DRIVE, SUITE 8
AUSTIN, TEXAS 78731
(512) 451-8591 FAX (512) 451-8781

Item # 5

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6
 AUSTIN, TEXAS 78731
 (512) 451-8591 FAX (512) 451-8791

TRANSMITTAL

TO:	Jessica Rodriguez, P.E. Freese & Nichols, Inc. 10431 Morado Circle Building 5, Ste. 300 Austin, TX 78759	DATE:	November 6, 2014
PHONE:	(512) 617-3141	FROM:	Kim Papa for Judith McGray
		RE:	Fourth Revised Proposal for Additional Surveying Services for the N. Burleson Road Project, City of Kyle, Texas
		EMAIL:	jessica.rodriguez@Freese.com

WE ARE SENDING YOU X Attached Under separate cover the following items:

COPIES**DESCRIPTION**

1 Fourth Revised Proposal

For Your Approval

For Your Information

As Requested

For Review and Comment

REMARKS: Thanks,
Judy
TBPLS Firm #10095500

SENT VIA: Delivery Service FedEx Mail Fax Email Other:

If you received this message incomplete or illegible, or if enclosures are not as noted, please notify us at once
 Item # 5

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
CONTACT CITY DEPARTMENT: Engineering Services
CONTACT CITY STAFF: Leon Barba, P.E., City Engineer

SUBJECT:

Approve Supplement No. 1 to FREESE & NICHOLS, INC., Austin, Texas, for North Burleson Street in an amount not to exceed \$120,722.00 for the purpose of providing right-of-way services and documentation for the acquisition of up to 10 parcels or slope easements along the project corridor from Miller Street to IH 35 Southbound Frontage Road.

CURRENT YEAR FISCAL IMPACT:

This engineering services contract amendment for FREESE & NICHOLS, INC., will require expenditure of funds from the General Obligation Bonds, Series 2013 issued for engineering, design, and related services for the five (5) roadway improvement projects.

1. City Department:	Engineering Services
2. Project Name:	N. Burleson St – ROW Acquisition Services
3. Budget/Accounting Code(s):	188-681-57313
4. Funding Source:	2013 GO Bond Fund (Road Bonds)
5. Current Appropriation:	\$ 5,410,000.00
6. Unencumbered Balance:	\$ 977,981.65
7. Amount of This Action:	<u>\$ (120,722.00)</u>
8. Remaining Balance:	<u>\$ 857,259.65</u>


FUNDING SOURCE OF THIS ACTION:

The funding for this amendment to the professional services agreement for engineering services with FREESE & NICHOLS, INC., for ROW acquisition and associated document preparation services will be provided from the General Obligation Bonds, Series 2013 issued for engineering, design, and related services for the five (5) roadway improvement projects.

ADDITIONAL INFORMATION/COUNCIL ACTION:

- If approved by City Council, this supplemental increase in the amount of \$120,722.00 will bring the total contract award to \$1,080,414.00 for FREESE & NICHOLS, INC., for the North Burleson Street project.

- On March 18, 2014, City Council approved a professional services agreement for engineering services with FREESE & NICHOLS, INC., in an amount not to exceed \$959,692.00 for engineering services for the North Burleson Street project.

 11/25/2014

Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Meeting Date: 12/2/2014
Date time: 7:00 PM

Authorize P.O. re Lake Kyle Aerator

Subject/Recommendation:

Authorize a purchase order to OUTDOOR WATER SOLUTIONS, INC., Springdale, Arkansas, in an amount not to exceed \$7,600.00 for the purchase and shipping of materials to aerate Lake Kyle as a continuation of the Lake Kyle Fisheries Management Plan for the Parks and Recreation Department and to direct the City Manager to bring a budget amendment at a future date for City Council's authorization to appropriate funding for this expenditure in the Park Development Fund. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

The Parks and Recreation Committee voted 6-0 on October 27, 2014, to recommend this funding.

Other Information:

The Lake Kyle Fisheries Management Plan included changing state law to catch & release all fish caught at Lake Kyle, stocking the lake with retired breed stock for large "trophy-size" fish, and an aerations system to oxygenate the water. Similar to a bubbler in a home fish aquarium, this aeration system will provide oxygen to support the larger fish and the increase to the fish population.

The \$7,600 will come from the Park Development Fund and the Austin Fly Fishing Club has pledged to donate \$4,000 to offset the majority of this expense (listed as a separate agenda item). The net to the City of Kyle is \$3,600. The manufacturer has also discounted the materials in an effort to demonstrate and promote wind and solar powered aeration systems in Texas.

The engineers at Texas Parks and Wildlife Department have been working with the manufacturer to ensure that these 3 windmills will be adequate to oxygenate the size of water at Lake Kyle. Attached is the Funding Request from TPWD explaining in detail the program and expenses.

Legal Notes:

Budget Information:

A Fiscal Note is attached.

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

Attachments / click to download

- [TPWD and Outdoor Water Solutions Proposal](#)
 - [Fiscal Note](#)
-



Life's better outside.®

Funding Request Proposal for Lake Kyle Aeration System

Commissioners

Dan Allen Hughes, Jr.
Chairman
Beeville

Ralph H. Duggins
Vice-Chairman
Fort Worth

T. Dan Friedkin
Chairman-Emeritus
Houston

Roberto De Hoyos
Austin

Bill Jones
Austin

James H. Lee
Houston

Margaret Martin
Boerne

S. Reed Morian
Houston

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

Lake Kyle is a 12-acre impoundment of the Plum Creek watershed, developed for flood control in a developing residential area within the City of Kyle. Lake Kyle Park serves as the City of Kyle Parks and Recreation Department (KPRD) headquarters site, and is part of the Plum Creek Preserve and Nature Trail Park System. The reservoir is mostly shallow; with a maximum depth of 9 feet. With growing urbanization, the park will serve a very important role in local recreation and provide a source of preserved outdoor environment. The lake has been selected by Texas Parks and Wildlife Department (TPWD) as a host for a new urban fishing concept designed to provide sustainable quality fishing. Under this plan, the lake will be managed under a unique catch-and-release regulation and maintained with a heavy fish stock to ensure optimal catch rates for anglers seeking a unique fishing experience. Besides the implemented regulation, the model will require an appropriate lake aeration system to support the heavy fish stock.

A TPWD biologist and park management have researched available options, and it was determined that the most effective option at this time is to use windmill-driven aerators to support the project. The retail cost of the system is approximately \$12,000. Two partners have been recruited to help fund this system. A portion of the balance is being requested to finalize the purchase of this system. The City of Kyle will own this infrastructure once purchased.

Budget:

3 OWS 24' Deluxe Windmill Systems.....	\$7,143.00
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Shipping.....	\$ 250.00
Total.....	\$11,917.00

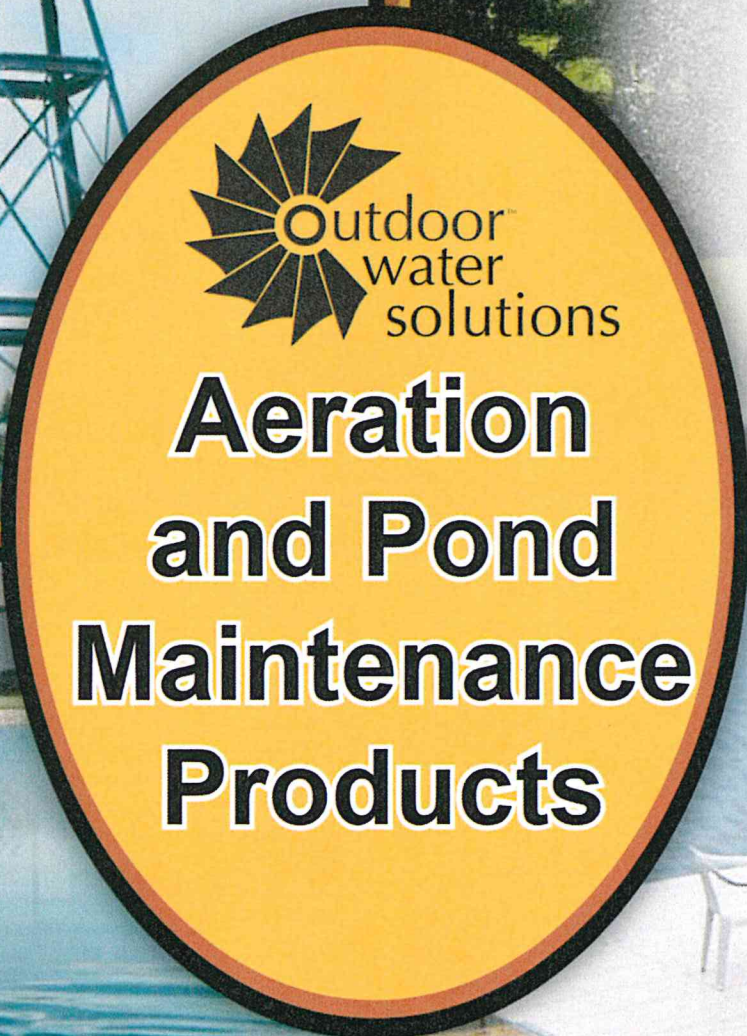
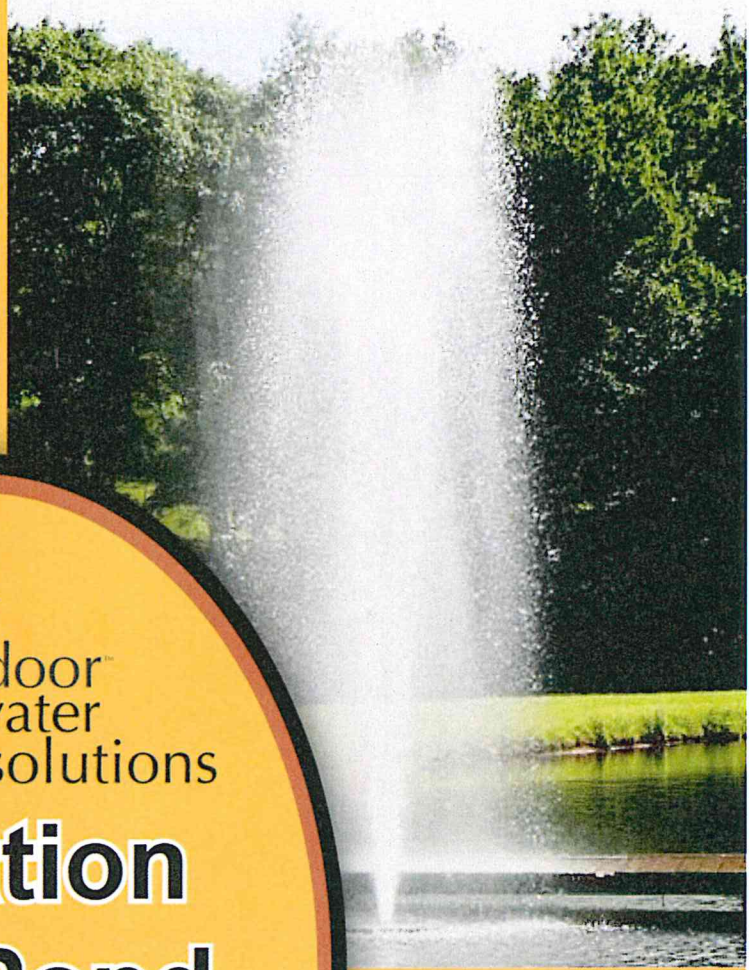
Contributions and Donations:


Outdoor Water Solutions (manufacturer).....	\$4,317.00
Austin Fly Fishers.....	\$4,000.00
Total.....	\$8,317.00

Balance:

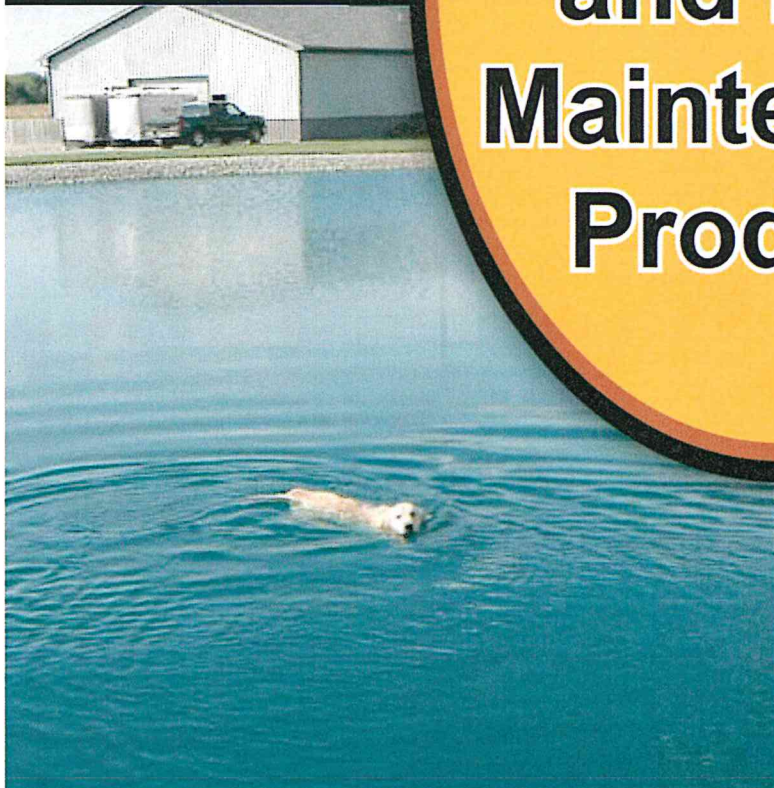
Requested from City of Kyle PARD.....	\$3,600.00
---------------------------------------	------------

Prepared by: Marcos De Jesus, TPWD Inland Fisheries District Supervisor
505 Staples Rd., San Marcos, TX 78666



 **Outdoor
water
solutions**

**Aeration
and Pond
Maintenance
Products**



Outdoor Water Solutions, Inc.

2300 South Old Missouri Road, Springdale AR 72764 • 1-866-471-1614 (Toll Free) • 1-479-756-1614
www.outdoorwatersolutions.com



Introduction

Working with Nature to improve outdoor water is our passion, and the Outdoor Water Solutions brand brings together products that are eco-friendly and safe for fish and the environment. Through the use of wind power, all-natural pond-care products, and highly efficient electric motors, we are doing everything we can to minimize our impact on the environment.

If you are looking for a way to improve the health of your pond or lake; get rid of algae, bacteria, and odor; or just want to have a pond that is clean and clear for fishing, livestock, boating (or even swimming), we have the solutions for you.

The OWS brand stands for innovative solutions for outdoor water. We are very interested in your suggestions and ideas on how we can improve our products and our company.

Thank you,

The Outdoor Water Solutions Team



We have inserted several QR Codes into our new catalog for smartphone or tablet use. Just scan the image into one of the popular scanning apps you can download from your App. Marketplace and it will take .



For OWS Website: Go to www.OutOfoorWaterSolutions.com for our complete website and more information on each product in the catalog or use the QR code shown here.

For Video: Go to www.youtube.com/watch?v=d252iSFdU7o or use the QR Code shown here.



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Website: Visit the OWS website www.outdoorwatersolutions.com for testimonials, pictures of working windmills, and additional information about our products.

Dealers: The OWS brand is available at dealers throughout the U.S. and Canada. Please contact us today for a dealer in your area or to become a dealer. Call toll-free: 866-471-1614.



Testimonials



Bob Lusk, Editor
Pond Boss Magazine and nationally known fisheries biologist

"Over a fascinating 30-year career in the fisheries management business, I haven't seen anything change our ability to take care of ponds and lakes as aeration has. Nature moves water horizontally with wind, but Outdoor Water Solutions has figured out how to harness that breeze to create vertical water movement...and that's what cleanses your pond or lake. Wind-powered aeration is green and effective. Outdoor Water Solutions is a progressive company, providing products to help people be better stewards of their land and water. I now recommend every pond-owner to consider aeration. No electricity? No problem. Use a wind-powered system."

"Our pond looks great. We had a lot of people here yesterday and we got so many compliments on our pond (and a lot of swimmers). Everyone we told we gave credit to the windmill. This is the first year the end of the pond to the west has been clear. It usually has scum all over the top of it. Could not be happier with our windmill!"

The Fountain's
Maywood, Missouri



"The beauty and grandeur that my Outdoor Water Solutions windmill brought to my rural property was way more than I expected! It even makes my pond clean and pretty. Thanks OWS for a great product"

Rodney Miller
(Host, Small Town Big Deal TV Show)
Ocilla, Georgia

"I'm aerating a 1-acre pond with the windmill. My pond has stayed clean, with no algae, and the water quality is phenomenal."

Johnny Rodriguez
Galt, California



"My experience with Outdoor Water Solutions has been fantastic! The people I have worked with have been very responsive and helped me out when I had questions. I also think the windmill is cool, both to look at and for aerating my pond. I've recommended this product to several of my friends."

Steve Headlee
Oklahoma

"We put in one of the Outdoor Water Solutions windmills last year. Our catfish have really grown since we added the extra oxygen to the water, and the water quality and clarity have also improved."

Joe Shannon
Orange, Texas

Item # 6



Why Aeration?

Does your pond look like this?

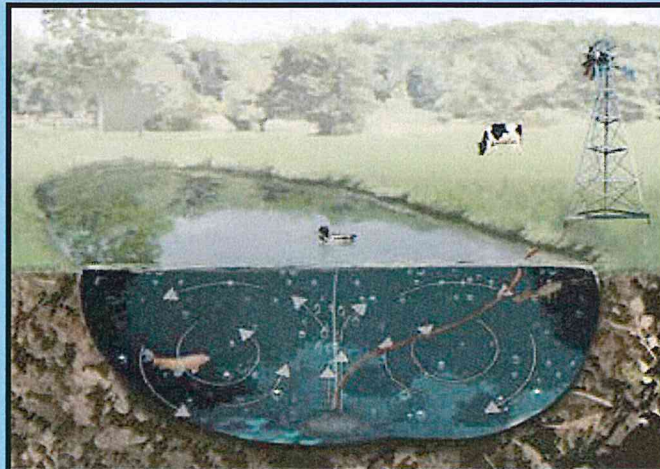


Ponds without oxygen can become stagnant, resulting in excess algae, muck on the bottom, and even fish kills.

Ponds without Aeration:

- Can become stale or stagnant
- Will tend to develop algae problems over time
- Tend to "turnover" in the spring or fall, which can cause fish kills
- Will have a build-up of excess muck and mud on the bottom
- Can freeze up in the winter months, causing fish kills
- Are not the most fun to fish in or swim in, due to algae or smell
- Not healthy for livestock or wildlife

Would you like it to look like this?



The process of aeration supplies the water with rich oxygen and removes excess nutrients and pollutants, making the entire body of water a healthy ecosystem.

Ponds with Aeration:

- All ponds benefit from aeration
- Circulates water from the bottom, which helps prevent pond "turnover" and fish kills
- Have less odor, algae, and bacteria due to increased oxygen and circulation
- Will see a reduction in muck and organic matter on the bottom
- Will increase the healthy living area for fish
- Can also hinder mosquito breeding and West Nile virus, due to water movement
- Safe and healthy for animals

Facts about the OWS Wind Driven Aeration System

- One system designed to aerate **¼-acre up to 3-acre ponds**
- **Multiple systems** can be installed for a larger body of water
- One system will aerate and help **maintain open water** in small sections of larger lakes and ponds
- Operates in as little as **3 – 5 mph winds**
- Can be located **up to 1,000 feet from the body of water**
- Available with **tower or telescopic pole**
- Operates **100% fuel- and electricity-free**
- Improves the **water ecosystem naturally**, with no additional or ongoing cost
- System can be **power-coated and customized** to represent business, farm, or sports team



Item # 6



Wind Driven Aeration Systems

We worked together with a team of engineers to develop the most advanced technology for wind-driven aeration on the market today. Our new Balanced Camshaft "BalCam" Technology revolutionizes the industry by significantly increasing the amount of air produced with a single diaphragm by balancing the workload on the three sealed bearings inside each compressor.

About the OWS Windmill:

- New "BalCam" technology minimizes bearing fatigue
- Patent pending new design
- Fast & easy assembly
- Manufactured with 18-gauge galvanized steel
- Self-governing head to protect in heavy winds
- Secure locking mechanism that attaches windmill head to shaft
- Generates 3.0 – 4.5 CFM of air
- Rated at 30 PSI. This will allow you to aerate effectively up to 30' – 40' depth

Outdoor Water Solution has streamlined wind-driven aeration design & technology!

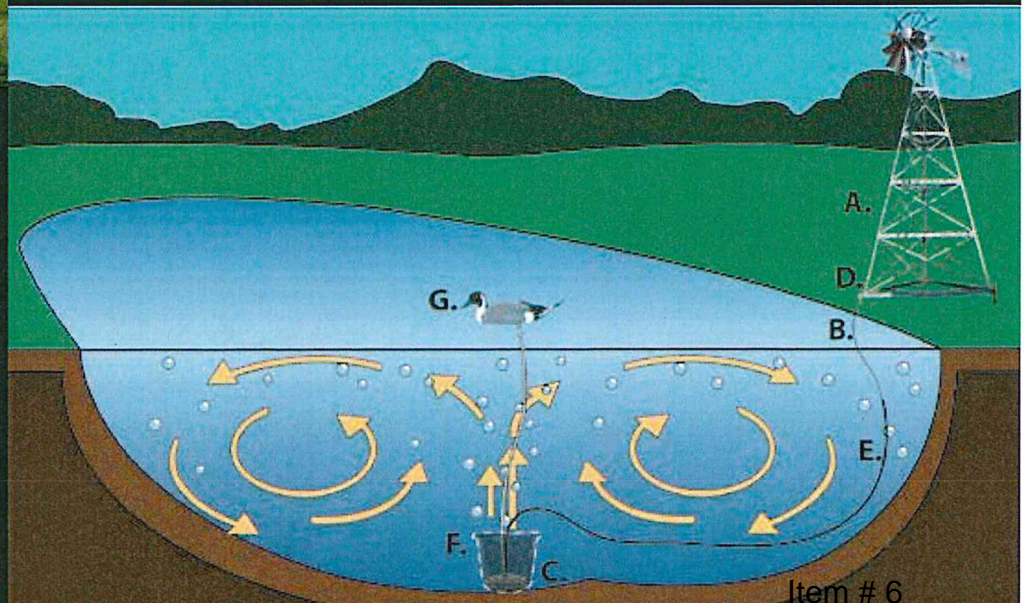


- Rounded Corners
- Large Compressor
- One-Piece Hub Assembly
- Offset Holes for Easier Alignment



Each aeration windmill is manufactured in the USA. Our focus is to produce a high-quality product that is an eco-friendly solution to preserving our water. We stand by our windmills with a 5-year warranty on our compressor and choose high-quality materials. It is our goal to exceed customer expectations and to help you find the right aeration system.

How an OWS Aeration System Works:



- A – OWS Aeration Windmill
- B – Polytubing Air Line
- C – Diffuser Airstone
- D – Optional: Tower Hinges
- E – Optional: Weighted Air Line
- F – Optional: Airstone Housing Bucket
- G – Optional: Airstone Marker

Note: The basic system includes:
Windmill, Tower, 100' Polytubing Air Line, 1 Airstone & Assembly Manual

* See pages 8 – 10 for optional aeration accessory items.

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
 CONTACT CITY DEPARTMENT: Parks and Recreation
 CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT:

Authorize a purchase order to OUTDOOR WATER SOLUTIONS, INC., Springdale, Arkansas, in an amount not to exceed \$7,600.00 for the purchase and shipping of materials to aerate Lake Kyle as a continuation of the Lake Kyle Fisheries Management Plan for the Parks and Recreation Department and to direct the City Manager to bring a budget amendment at a future date for City Council's authorization to appropriate funding for this expenditure in the Park Development Fund.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order will require a budget amendment for the expenditure of funds from the Park Development Fund as follows:

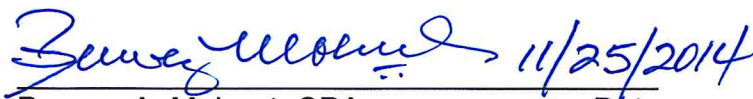
1. City Department:	Parks and Recreation
2. Project Name:	Aerator System for Lake Kyle
3. Budget/Accounting Code(s):	172-TBD-57125
4. Funding Source:	Park Development Fund
5. Current Appropriation:	\$ 0.00
6. Contribution Available:	\$ 4,000.00 (From Austin Fly Fishing Club)
7. Amount of This Action:	<u>\$ 7,600.00</u>
8. Budget Amendment Required:	<u>\$ 3,600.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this contract award to OUTDOOR WATER SOLUTIONS, INC., in the amount of \$7,600.00 will be provided from two sources; a \$4,000.00 contribution from the Austin Fly Fishing Club and \$3,600.00 will be supplemented from the City's Park Development Fund. Approval of this item will also authorize City staff to bring forward a budget amendment at a future date to provide for the purchase.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Accept \$4,000 Grant from Austin Fly Fishing Club

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Accept a \$4,000.00 donation from the Austin Fly Fishing Club to aerate Lake Kyle as a continuation of the Lake Kyle Fisheries Management Plan for the Parks and Recreation Department. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

Other Information: SEE item for purchase order of aerations system.

The Austin Fly Fishing Club has pledged to donate \$4,000 to offset the expense of \$7,600 to purchase an aerations system to oxygenate the water at Lake Kyle. The net to the City of Kyle is \$3,600.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[TPWD and Outdoor Water Solutions Proposal](#)

[Fiscal Note](#)

Cover Memo

Item # 7



Life's better outside.®

Funding Request Proposal for Lake Kyle Aeration System

Commissioners

Dan Allen Hughes, Jr.
Chairman
Beeville

Ralph H. Duggins
Vice-Chairman
Fort Worth

T. Dan Friedkin
Chairman-Emeritus
Houston

Roberto De Hoyos
Austin

Bill Jones
Austin

James H. Lee
Houston

Margaret Martin
Boerne

S. Reed Morian
Houston

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

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Budget:

3 OWS 24' Deluxe Windmill Systems.....	\$7,143.00
3 OWS Solar Direct Drive Aerators.....	\$4,524.00
Shipping.....	\$ 250.00
Total.....	\$11,917.00

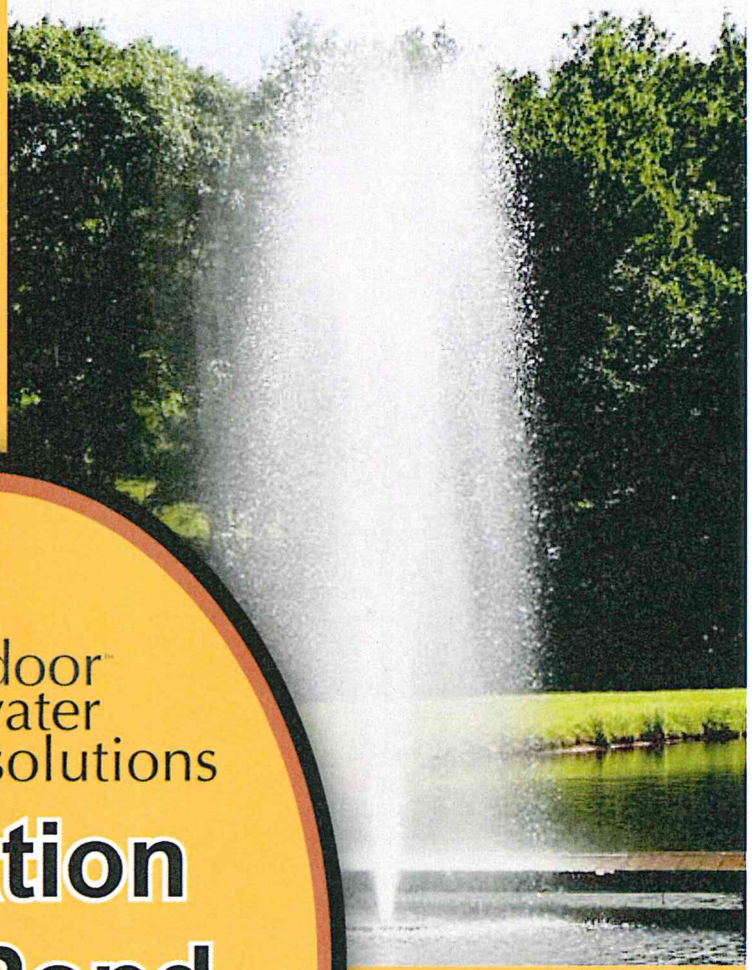
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Outdoor Water Solutions (manufacturer).....	\$4,317.00
Austin Fly Fishers.....	\$4,000.00
Total.....	\$8,317.00

Balance:

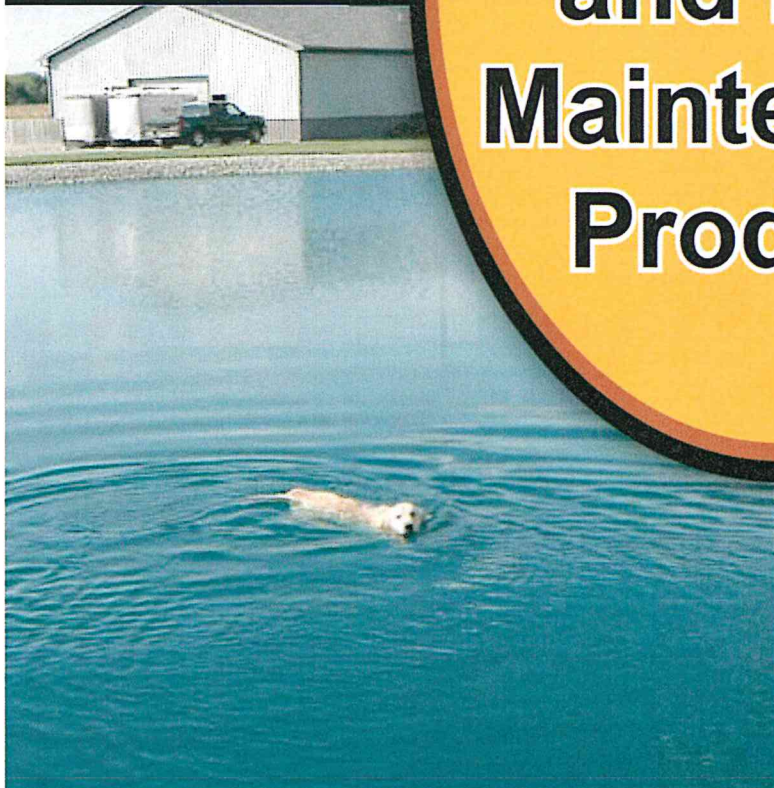
Requested from City of Kyle PARD.....	\$3,600.00
---------------------------------------	------------

Prepared by: Marcos De Jesus, TPWD Inland Fisheries District Supervisor
505 Staples Rd., San Marcos, TX 78666



 **Outdoor
water
solutions**

**Aeration
and Pond
Maintenance
Products**



Outdoor Water Solutions, Inc.

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Introduction

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The OWS brand stands for innovative solutions for outdoor water. We are very interested in your suggestions and ideas on how we can improve our products and our company.

Thank you,

The Outdoor Water Solutions Team



We have inserted several QR Codes into our new catalog for smartphone or tablet use. Just scan the image into one of the popular scanning apps you can download from your App. Marketplace and it will take .



For OWS Website: Go to www.OutOfoorWaterSolutions.com for our complete website and more information on each product in the catalog or use the QR code shown here.

For Video: Go to www.youtube.com/watch?v=d252iSFdU7o or use the QR Code shown here.



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Website: Visit the OWS website www.outdoorwatersolutions.com for testimonials, pictures of working windmills, and additional information about our products.

Dealers: The OWS brand is available at dealers throughout the U.S. and Canada. Please contact us today for a dealer in your area or to become a dealer. Call toll-free: 866-471-1614.



Testimonials



Bob Lusk, Editor
Pond Boss Magazine and nationally known fisheries biologist

"Over a fascinating 30-year career in the fisheries management business, I haven't seen anything change our ability to take care of ponds and lakes as aeration has. Nature moves water horizontally with wind, but Outdoor Water Solutions has figured out how to harness that breeze to create vertical water movement...and that's what cleanses your pond or lake. Wind-powered aeration is green and effective. Outdoor Water Solutions is a progressive company, providing products to help people be better stewards of their land and water. I now recommend every pond-owner to consider aeration. No electricity? No problem. Use a wind-powered system."

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The Fountain's
Maywood, Missouri



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Johnny Rodriguez
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Steve Headlee
Oklahoma

"We put in one of the Outdoor Water Solutions windmills last year. Our catfish have really grown since we added the extra oxygen to the water, and the water quality and clarity have also improved."

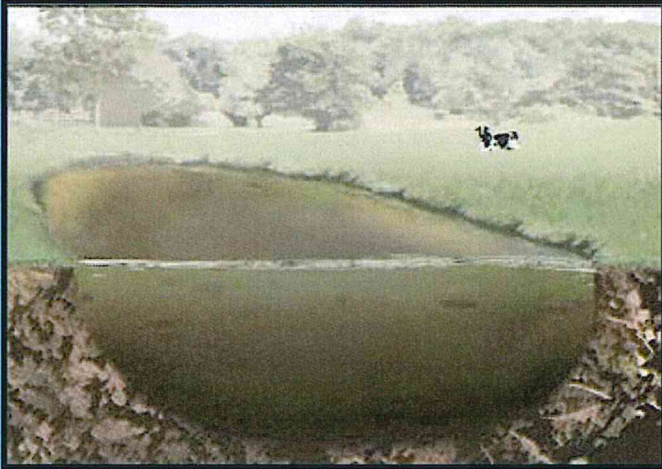
Joe Shannon
Orange, Texas

Item # 7



Why Aeration?

Does your pond look like this?

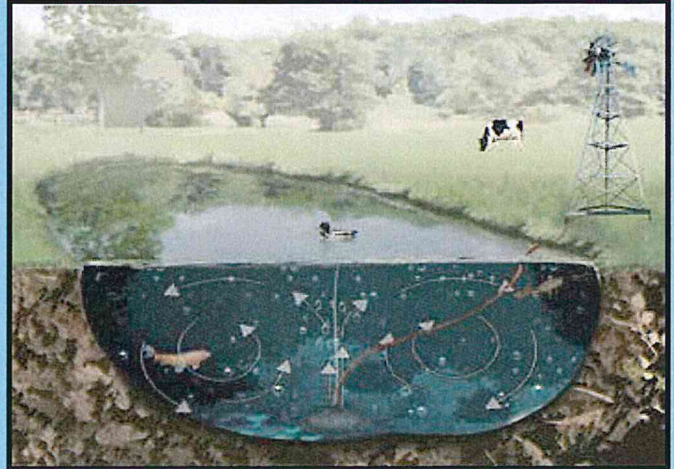


Ponds without oxygen can become stagnant, resulting in excess algae, muck on the bottom, and even fish kills.

Ponds without Aeration:

- Can become stale or stagnant
- Will tend to develop algae problems over time
- Tend to "turnover" in the spring or fall, which can cause fish kills
- Will have a build-up of excess muck and mud on the bottom
- Can freeze up in the winter months, causing fish kills
- Are not the most fun to fish in or swim in, due to algae or smell
- Not healthy for livestock or wildlife

Would you like it to look like this?



The process of aeration supplies the water with rich oxygen and removes excess nutrients and pollutants, making the entire body of water a healthy ecosystem.

Ponds with Aeration:

- All ponds benefit from aeration
- Circulates water from the bottom, which helps prevent pond "turnover" and fish kills
- Have less odor, algae, and bacteria due to increased oxygen and circulation
- Will see a reduction in muck and organic matter on the bottom
- Will increase the healthy living area for fish
- Can also hinder mosquito breeding and West Nile virus, due to water movement
- Safe and healthy for animals

Facts about the OWS Wind Driven Aeration System

- One system designed to aerate **¼-acre up to 3-acre ponds**
- **Multiple systems** can be installed for a larger body of water
- One system will aerate and help **maintain open water** in small sections of larger lakes and ponds
- Operates in as little as **3 – 5 mph winds**
- Can be located **up to 1,000 feet from the body of water**
- Available with **tower or telescopic pole**
- Operates **100% fuel- and electricity-free**
- Improves the **water ecosystem naturally**, with no additional or ongoing cost
- System can be **power-coated and customized** to represent business, farm, or sports team



Item # 7



Wind Driven Aeration Systems

We worked together with a team of engineers to develop the most advanced technology for wind-driven aeration on the market today. Our new Balanced Camshaft "BalCam" Technology revolutionizes the industry by significantly increasing the amount of air produced with a single diaphragm by balancing the workload on the three sealed bearings inside each compressor.

About the OWS Windmill:

- New "BalCam" technology minimizes bearing fatigue
- Patent pending new design
- Fast & easy assembly
- Manufactured with 18-gauge galvanized steel
- Self-governing head to protect in heavy winds
- Secure locking mechanism that attaches windmill head to shaft
- Generates 3.0 – 4.5 CFM of air
- Rated at 30 PSI. This will allow you to aerate effectively up to 30' – 40' depth

Outdoor Water Solution has streamlined wind-driven aeration design & technology!

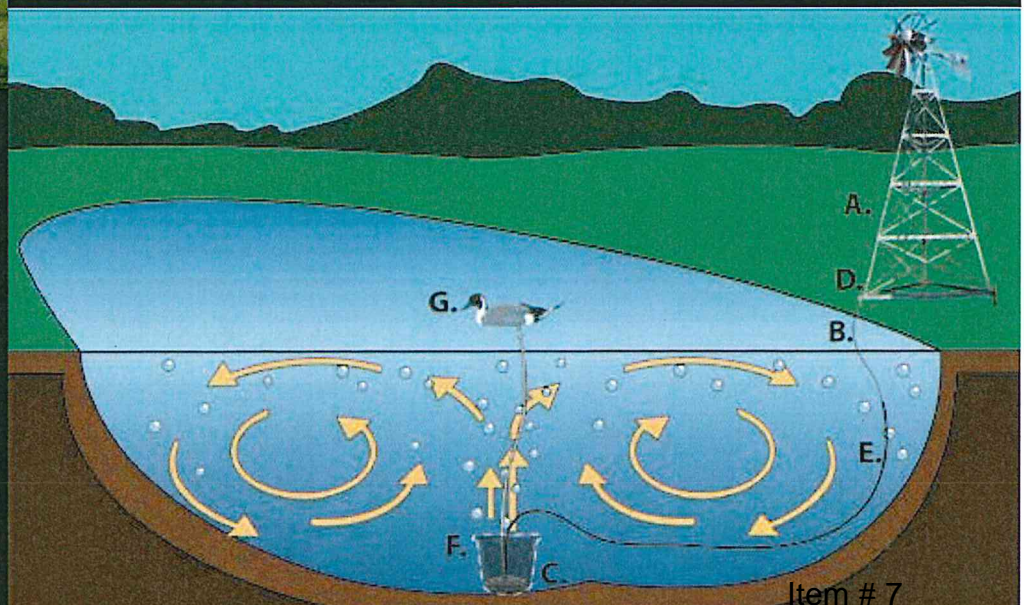


- Rounded Corners
- Large Compressor
- One-Piece Hub Assembly
- Offset Holes for Easier Alignment



Each aeration windmill is manufactured in the USA. Our focus is to produce a high-quality product that is an eco-friendly solution to preserving our water. We stand by our windmills with a 5-year warranty on our compressor and choose high-quality materials. It is our goal to exceed customer expectations and to help you find the right aeration system.

How an OWS Aeration System Works:



- A – OWS Aeration Windmill
- B – Polytubing Air Line
- C – Diffuser Airstone
- D – Optional: Tower Hinges
- E – Optional: Weighted Air Line
- F – Optional: Airstone Housing Bucket
- G – Optional: Airstone Marker

Note: The basic system includes: Windmill, Tower, 100' Polytubing Air Line, 1 Airstone & Assembly Manual

* See pages 8 – 10 for optional aeration accessory items.

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
CONTACT CITY DEPARTMENT: Parks and Recreation
CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT:

Authorize a purchase order to OUTDOOR WATER SOLUTIONS, INC., Springdale, Arkansas, in an amount not to exceed \$7,600.00 for the purchase and shipping of materials to aerate Lake Kyle as a continuation of the Lake Kyle Fisheries Management Plan for the Parks and Recreation Department and to direct the City Manager to bring a budget amendment at a future date for City Council's authorization to appropriate funding for this expenditure in the Park Development Fund.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order will require a budget amendment for the expenditure of funds from the Park Development Fund as follows:

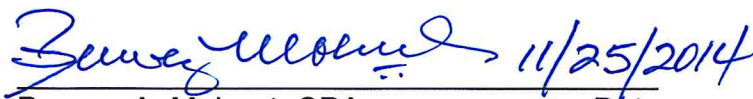
1. City Department:	Parks and Recreation
2. Project Name:	Aerator System for Lake Kyle
3. Budget/Accounting Code(s):	172-TBD-57125
4. Funding Source:	Park Development Fund
5. Current Appropriation:	\$ 0.00
6. Contribution Available:	\$ 4,000.00 (From Austin Fly Fishing Club)
7. Amount of This Action:	<u>\$ 7,600.00</u>
8. Budget Amendment Required:	<u>\$ 3,600.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this contract award to OUTDOOR WATER SOLUTIONS, INC., in the amount of \$7,600.00 will be provided from two sources; a \$4,000.00 contribution from the Austin Fly Fishing Club and \$3,600.00 will be supplemented from the City's Park Development Fund. Approval of this item will also authorize City staff to bring forward a budget amendment at a future date to provide for the purchase.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Meeting Date: 12/2/2014
Date time: 7:00 PM

Approve contract and authorize P.O. - 2015 Fireworks Show

Subject/Recommendation: Approve execution of the second year of a three-year contract with PYRO SHOWS OF TEXAS, Fort Worth, Texas, and authorize a purchase order in an amount not to exceed \$18,500.00, for the 2015 July 4th Independence Day Celebration fireworks show. ~ *Kerry Urbanowicz, Director of Parks and Recreation*

Other Information: As approved in the FY 2014-2015 budget, this will be year 2 of a three-year agreement (RFP) previously awarded to Pyro Shows of Texas to provide the fireworks show at the Parks & Recreation Department's Fourth of July Celebration.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Contract Agreement](#)
- [Pyro Proposal](#)
- [Fiscal Note](#)

**PYRO SHOWS OF TEXAS
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135**

Contract Agreement

This Agreement, made this 3rd Day of November, 2014, by and between **PYRO SHOWS OF TEXAS, Inc.**, a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as **PYRO SHOWS** and **CITY OF KYLE**, with its principle place of business located at P.O. Box 40 Kyle, Texas 78640 hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal 15 TX 07-04 CUST 18500-0013 dated this 3rd Day of November, 2014. The show will be given on the **4th Day of July, 2015**. In case of rainout, display show will be held on _____.

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to **CANCEL** the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty percent (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: To the extent permitted by law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: To the extent permitted by law, this agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VIII. PERMITS AND LICENSES: Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. **Any expenses for security or stand by fire protection shall be the responsibility of the customer.** It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XV, unless this provision is prohibited by law.

X. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer and Customer's Sponsors as additional insured's under the terms of this coverage. Customer shall furnish Pyro Shows a list of those entities to be covered under this Liability Insurance.

XIV. PAYMENT TERMS: CITY OF KYLE shall pay PYRO SHOWS \$18,500 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit (\$9,250) upon return of signed contract by December 5, 2014. Balance will be due in PYRO SHOWS office prior to the day of show.

XV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS OF TEXAS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____ Date _____
Steve Frantz, Vice President

CITY OF KYLE

BY: _____ Date _____
Signature Print Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

A Customized Fireworks Proposal Presented to

**CITY OF
KYLE
JULY 4, 2015**

Prepared by

**PYRO
SHOWS**

*Transforming special occasions
into EPIC EVENTS*

Item # 8

Pyro Shows is pleased to submit the following customized proposal for the City of Kyle, fireworks display on July 4, 2015.

At Pyro Shows, our mission is to provide an **EPIC** fireworks event to excite and delight your audience while attracting a larger number of spectators to your venue!

Pyro Shows places great emphasis on product value, quality, and performance. Our dedicated diligence behind the scenes ensures the outstanding results that we love to provide.

Enjoy reviewing this proposal and remember, “customization” is the key. We will be happy to make adjustments to the proposal to achieve your vision of the show.

We look forward to hearing from you.

Steve Frantz
Vice President
(800) 488-7976

Custom Proposal #0013
City of Kyle
July 4, 2015, \$18,500.00
Monday, November 3, 2014

CUSTOM PROPOSAL
15 TX 07-04 CUST 18500-0013
Monday, November 3, 2014

PRESENTED TO:

City of Kyle
P.O. Box 40
Kyle, Texas 78640

For

Independence Day Show
July 4, 2015
\$18,500.00

By

Pyro Shows of Texas
6601 Nine Mile Azle Road
Fort Worth, Texas
800-488-7976

Item # 8

SHOW OVERVIEW

Kyle, Texas

Program Cost: \$18,500.00

Program Date: July 4, 2015

Included Services

Insurance Liability Coverages:

General Liability \$5,000,000.00

Automobile Liability \$5,000,000.00

Insurance Agency:

Britton-Gallagher and Associates

1375 E. 9th Street, 30th Floor

Cleveland, OH 44114

Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

Compliance:

Pyro Shows adheres to the following regulatory requirements:

- BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives
- FAA – Federal Aviation Administration
- NFPA 1123, 1124
- U.S. Coast Guard

MAIN BODY

The Main Body of your fireworks program is the opportunity to artistically explore the full range of shell varieties, explosive timings, and intensity levels.

Pyro Shows will feature a combination of premium shells and special effects; rich, colorful peonies; color-changing chrysanthemums; dazzling gold and silver palms and crossettes; breathtaking ring shells; and pattern shells such as hearts, stars, pulsating French, Spanish, and Chinese style Roman candles; and high-caliber mine bags and salutes.



MAIN BODY

3" DIAMETER AERIAL SHELLS

- 25 ELECTRIC THUNDER SALUTES.** These are real sky shakers. These are American made cylindrical bombs that contain the maximum amount of high powered flash powder and titanium that provide a blast of sound and flash of light to resemble the crash of thunder and lightning at an altitude of over 300' in the air.
- 88 FANCY COLORED SHELLS** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of superior quantity and quality in a wide variety of effects. Some of the combinations and effects include Red, Silver, Blue, Purple, Green, Yellow, and Gold. Special pattern shells are also included in this group such as Rings, Hearts, and Stars. Optional shells available upon request are a wide variety of parachutes and duration to include: Grand Imperial Lantern, Silver Floating Caterpillar, Double Happy, Moon Warrior, Cluster of Stars and Splendid Flowers.
- 88 EXTRA FANCY SHELLS** - These more intricate multiple effect and precision shells are composed of many of the very best imported shells in France, Germany, Spain, China, Taiwan, & the USA, made throughout the world. The variety includes The Golden Butterfly, Blue Bees, Silver Palm Tree w/Green Tips, Color Chrysanthemum w/Color Changing Pistil and Jetting Flowers, Atomic Rings, Saturn Rings, Saturn Rings, Dragon Eggs, Thousand Oriental Flowers, Flying Meteor, Precious Pearls, and more.
- 25 SUPER DELUXE** - These shells also come in cylinder and sphere shapes, and they are made exclusively in the U.S. All shell colors are magnesium compounds to provide the brightest and most vivid colors available. These very powerful shells often break with the size, pattern, and density of shells twice their size. Colors include Glittering Tiger Tail to Purple Willow, Golden Dahlia to Emerald Star, Rainbow Magnesium, Orange and Silver Flitter, Weeping Cascade, Crimson Sky Amber Sun, and Golden Brocade Kamuro with Twinkling Tips.
- 24 SPECIAL EFFECT/ MULTIPLE BREAK SHELLS** - This class includes the ultimate in the art and science of pyrotechnology. It includes such favorites as Fish & Whistles, Serpents & Stars, Whistles and Color, Silver or Gold Glitter Crossettes, Artillery, Battle in the Clouds, Machine Gun, Tourbillion, and Double-Bubble. Please note when we say multiple break, we are saying two or more shells of the same size stacked on top of each other attached to be fired at the same time.

MAIN BODY

4" DIAMETER AERIAL SHELLS

- 160 FANCY COLORED SHELLS** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of superior quantity and quality in a wide variety of effects. Some of the combinations and effects include Red, Silver, Blue, Purple, Green, Yellow, and Gold. Special pattern shells are also included in this group such as Rings, Hearts, and Stars. Optional shells available upon request are a wide variety of parachutes and duration to include: Grand Imperial Lantern, Silver Floating Caterpillar, Double Happy, Moon Warrior, Cluster of Stars and Splendid Flowers.
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MAIN BODY

5" DIAMETER AERIAL SHELLS

- 32 FANCY COLORED SHELLS** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of superior quantity and quality in a wide variety of effects. Some of the combinations and effects include Red, Silver, Blue, Purple, Green, Yellow, and Gold. Special pattern shells are also included in this group such as Rings, Hearts, and Stars. Optional shells available upon request are a wide variety of parachutes and duration to include: Grand Imperial Lantern, Silver Floating Caterpillar, Double Happy, Moon Warrior, Cluster of Stars and Splendid Flowers.
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- 8 SUPER DELUXE** - These shells also come in cylinder and sphere shapes, and they are made exclusively in the U.S.A. All shell colors are magnesium compounds to provide the brightest and most vivid colors available. These very powerful shells often break with the size, pattern, and density of shells twice their size. Colors include Glittering Tiger Tail to Purple Willow, Golden Dahlia to Emerald Star, Rainbow Magnesium, Orange and Silver Flitter, Weeping Cascade, Crimson Sky Amber Sun, and Golden Brocade Kamuro with Twinkling Tips.
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MAIN BODY

6" DIAMETER AERIAL SHELLS

- 16 FANCY COLORED SHELLS** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of superior quantity and quality in a wide variety of effects. Some of the combinations and effects include Red, Silver, Blue, Purple, Green, Yellow, and Gold. Special pattern shells are also included in this group such as Rings, Hearts, and Stars. Optional shells available upon request are a wide variety of parachutes and duration to include: Grand Imperial Lantern, Silver Floating Caterpillar, Double Happy, Moon Warrior, Cluster of Stars and Splendid Flowers.
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GRAND FINALE

The Grand Finale! It's what puts epic *exclamation point* in the show and it's everyone's favorite part! Pyro Shows is known for our powerful, vibrant, grand finales. A variety of shell sizes will transform the sky into a massive wall of color. As the grand finale progresses, a gradual shift will occur from color to thundering booms. The closing moments will feature an earth-shaking barrage of salutes ending with a flight of towering brocade gold chrysanthemums.



Custom Proposal #0013
 City of Kyle
 July 4, 2015, \$18,500.00
 Monday, November 3, 2014

GRAND FINALE

The sweetest taste of the night is provided by your splendid GRAND FINALE. The selection of shells will provide a sparkling and dynamic ending to your show. It will include a variety of highest-quality color shells, reports, and comets. Light 'er up and let 'er rip!

Your customized GRAND FINALE:

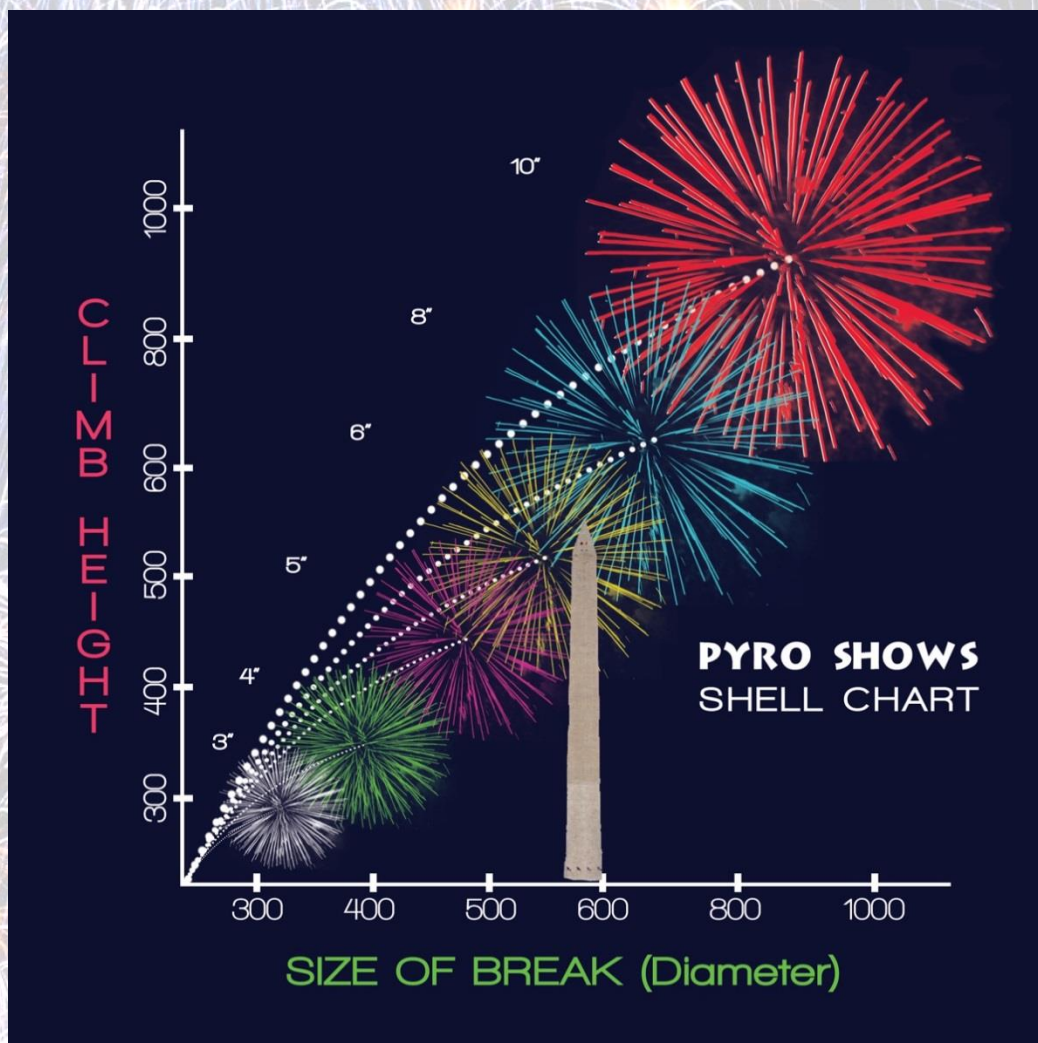
Shell Count	Shell Size and Description
240	3" Colors, Palm Trees, and Salutes
90	4" Zippers, Comets, Colors, and Noise
12	5" Bees, Flowers, Bombettes, and Stars
16	6" Chrysanthemums w/Tails, Dahlias, and Peonies

AERIAL SHELL INFORMATION

The bigger the boom, the bigger the break! In the world of fireworks, the size of the shell determines the “climb time” and the size of the break.

We’ve illustrated a visual reference scale we use to calculate the specific timing of customized shows.

As shown, the climb and the size of the break of a 10” shell is substantially larger than that of a 3” shell. The larger the shell, the more robust the result!



Custom Proposal #0013
 City of Kyle
 July 4, 2015, \$18,500.00
 Monday, November 3, 2014

SHELL SUMMARY

City of Kyle
 Saturday, July 4, 2015

\$18,500.00

<u>SHELL SIZE</u>	<u>MAIN BODY</u>		<u>FINALE</u>	
	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
3"	200	250	200	240
4"	300	400	80	90
5"	60	80	12	12
6"	30	40	16	16
TOTAL SHELL COUNT	590	770	308	358

LOW LEVEL PRESENTATION

2014

4 Positions of Multi-Shot Cake Barrages

TOTAL SHELL COUNT & LOW LEVEL PRESENTATION

<u>2014</u>	<u>2015</u>
902	1128

Fireworks 1.3 G Display
 Largest Shell 6"
 Safety Radius 420'

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
 CONTACT CITY DEPARTMENT: Parks and Recreation
 CONTACT CITY STAFF: Kerry Urbanowicz, Director

SUBJECT:

Approve execution of the second year of a three-year contract with PYRO SHOWS OF TEXAS, Fort Worth, Texas, and authorize a purchase order in an amount not to exceed \$18,500.00, for the 2015 July 4th Independence Day Celebration fireworks show.

CURRENT YEAR FISCAL IMPACT:

This contract award for the City's 4th of July fireworks display will require expenditure of funds from the Parks and Recreation Department's approved budget for FY 2014-15 (General Fund) as follows:

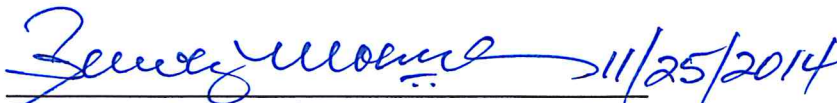
1. City Department:	Parks and Recreation
2. Project Name:	4th of July Fireworks Display
3. Budget/Accounting Code(s):	110-131-52143
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 18,500.00
6. Unencumbered Balance:	\$ 18,500.00
7. Amount of This Action:	<u>\$ (18,500.00)</u>
8. Remaining Balance:	<u>\$ 0.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this contract award to PYRO SHOWS OF TEXAS, INC., in the amount of \$18,500.00 will be provided from the FY 2014-15 Approved Budget of the Parks and Recreation Department (General Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Perwez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Authorize P.O. for Animal Control chassis mounted kennel

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Authorize a purchase order to DEERSKIN MFG. INC., Springtown, Texas, in an amount not to exceed \$20,948.00 for the purchase of one (1) six-compartment animal control chassis mount to include installation for the Animal Control Division of the Kyle Police Department. ~ *Jeff Barnett, Chief of Police*

Other Information: SEE Attachment

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Memo](#)
- [specifications](#)
- [other submitted proposal](#)
- [Fiscal Note](#)



KYLE POLICE DEPARTMENT

111 N. Front Street
Kyle, Texas 78640
512.268.0859

To: Jeff Barnett, Chief of Police
From: Briana Brecher, Animal Control Officer
Ref: Chassis Mount Animal Control Unit
Date: November 24, 2014

We are requesting to purchase one (1) steel six-compartment chassis mount unit for the new Animal Control truck for the safe and effective transportation of animals. The Deerskin model # is ACCM6G. We will use line item# 110-151-57123.

- Deerskin Mfg. Inc \$20,948.00
- Jones Trailer Company \$21,556.02

Based on the two (2) quotes, Deerskin Mfg. Inc. provided the lowest quote with a four week completion time on the unit. After an exhaustive search, only two companies were located that responded to our requests for quotes. At this time it is believed that there are no other companies that can or desire to accommodate our requests for pricing and furthermore it is our determination that Deerskin Mfg. will be the best option for the Animal Control services of the City of Kyle.



DEERSKIN MFG. INC.

PO BOX 127 SPRINGTOWN, TEXAS 76082

(800) 880-6089 FAX (817) 523-6685

www.deerskinmfg.com



SPECIFICATIONS FOR 6 COMPARTMENT CHASSIS MOUNT ANIMAL CONTROL UNITS ACCM6

ACCM6G To Fit Chevy, Ford, Dodge; 8' Bed Only (56" cab to axle-¾ Ton Vehicle Recommended)

Overall Dimensions: 80" wide, 52" tall overall, 106" long

Compartment Dimensions:

Storage Compartment: 22" wide, 35" tall, 80" deep

Animal Compartments:

Street Side:	Front 28"W x 35"H x 40"Deep	Inside Dimensions
	Center 25"W x 26"H x 40"Deep	Inside Dimensions
	Center 25"W x 26"H x 40"Deep	Inside Dimensions
Curb Side:	Front 28"W x 35"H x 40"Deep	Inside Dimensions
	Center 25"W x 26"H x 40"Deep	Inside Dimensions
	Center 25"W x 26"H x 40"Deep	Inside Dimensions

Construction:

*Basic frame is 2" x 2" welded steel tubing with a Superstructure of 1" x 1" welded steel tubing.

*All steel is hot dipped galvanized before covering.

*The ceiling contains 4" foam insulation and the front, back and bottom contain 1" foam insulation to provide a 15-20 degree cooler temperature within each animal compartment.

*Units are waterproof, corrosion resistant, and chew proof.

*The interior and exterior material is 20 gauge stainless steel.

*The ceilings consist of .050 aluminum with a roof of 125 aluminum diamond plate.

*Doors are made with 12 gauge stainless steel and hinged from the front with a continuous stainless steel hinge.

*Doors have positive locking tee handles, keyed alike.

*Doors have adjustable louvered aluminum vents with perforated inside grilles.



DEERSKIN MFG. INC.

PO BOX 127 SPRINGTOWN, TEXAS 76082

(800) 880-6089 FAX (817) 523-6685

www.deerskinmfg.com

*Storage compartment floors are carpeted.

*The storage compartment doors are solid (with no vents).

*Units are equipped with LED marker lights, LED stop and tail lights, LED dual backup lights, and four way flashers.

*The body is mounted to the vehicle frame with eight (8) angle brackets.

Included Equipment

1-12 Volt Exhaust Fan installed in the roof of the unit to exhaust heat from each compartment.

Each fan is 800 CFM which exceeds manufactures rating.

6-Interior lights installed in each compartment with switch mounted in the cab of the vehicle.

3-Swinging partitions installed in compartments and can be opened to create a pass through compartment between each side of the unit.

Backup Alarm-Whelen #WBUA97

6-Secondary Safety Doors—These doors are located inside the primary door and are constructed of 125 aluminum with $\frac{3}{4}$ " holes punched for ventilation and a catch pole cutout.

Rear Flood Lights (2) 4 X 6 LED floodlights mounted on the rear of the unit.

Dead Animal Box with Lift Gate-Located in the rear center of the unit, with an electric lift gate capable of lifting 1000 pounds.

Directional Light Bar-Whelen #TAM85-Traffic advisor located on the rear of the unit, placed at center top to advise traffic of the vehicles location.

Digital Thermometer-Mounted on dash of truck with the probe located inside animal unit to monitor temperature while vehicle is in use.

Rear Observation Camera 5.6 inch LCD-TFT high resolution color monitor. Monitor has two audio/video inputs and a versatile mounting bracket. The high resolution reverse-image color camera has a 130 degree (diagonal) wide angle lens and 1-lux low light capability. It is water proof, includes an anti-glare sun shield, and one-way audio (from Camera to monitor).

Price for unit per above specifications \$ 20948.00 Installed at Factory. Customer is responsible for delivery of vehicle to our factory for installation. No shipping included.

Quote To:
City of Kyle
Briana Brecher

Jennifer Villasana 11.07.14

JONES TRAILER COMPANY
WOODSON, TEXAS
800-336-0360
GSA CONTRACT # GS-07F-5854P
Cage Code 3P5U2

**PROPOSAL SUBMITTED TO:****NAME** **Kyle Police Department****ADDRESS** **Attn: Briana Brecher****DATE: November 6, 2014****WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

One Jones Trailer Co. 6 Stall Chassis Mount Animal Control Body With Storage To Fit A Full Size Long Bed ¾ Ton Pickup.

All aluminum construction, Full length stainless steel door hinges, Stainless steel door latches, keyed alike or heavy duty, Storage area includes lights, equipment hooks & carpet, Heavy duty adjustable aluminum multi-louver door vents, LED Tail & Marker Lights, All DOT required lights and reflectors, 6" radius body construction for better aerodynamics, Pop-up roof vents to aid ventilation in hot weather, Inner safety bar doors on all compartments.

Price:	CM-8	Long bed, Stainless, 6 stall with storage	\$ 8,678.96
Options:	CM OPT 001	Insulation Package with Inner Liner	1,102.73
	CM OPT 003	Aluminum Treadplate Rear Bumper	272.61
	CM OPT 004	Skirt Package, no storage boxes	367.28
	CM OPT 005	Interior Lights, ea., 6 @ 34.18 ea.	205.08
	CM OPT 006	Roof Rack, all aluminum	266.48
	CM OPT 007	Loading Ramp	205.99
	CM OPT 008	Partition Gate Between Stalls, Left & Right, ea., 1	76.26
	CM OPT 009	Back Up Alarm	73.63
	CM OPT 011	Exhaust fan, 965cfm	253.33
	CM OPT 014	Café Style Inner Safety Doors, ea., 6 @ 100.80 ea.	604.80
	CM OPT 022	Side Lift Cage	1,972.29
	CM OPT 024	Gas charged Struts on outer doors, ea., 6 @ 45.58 ea.	273.48
	CM OPT 025	Cab Mounted Thermometer	220.90
	CM OPT 026	Rear Lift with Two Roll Out Cages	4,799.24
	CM OPT 028	Installation without AC &/or Heater	394.46
	CM OPT 029	Rear Flood Light, ea., 2 @ 69.25 ea.	138.50
	Non GSA	Rear Directional Light Bar – PSE Amber PS89	775.00
	Non GSA	Back Up Camera	875.00

Total: \$ 21,556.02

Completion Date Will Be 12 to 13 Weeks ARO

Item # 9

JONES TRAILER COMPANY
WOODSON, TEXAS
800-336-0360
GSA CONTRACT # GS-07F-5854P
Cage Code 3P5U2

We hereby propose to furnish materials and labor in accordance with the above specifications
for the sum of ----**\$ 21,556.02**

AUTHORIZED SIGNATURE
PRICES QUOTED ARE GOOD FOR 60 DAYS FROM THE ABOVE DATE

ACCEPTANCE OF PROPOSAL

The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work specified.

Signature

Date

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
CONTACT CITY DEPARTMENT: Police Department
CONTACT CITY STAFF: Jeff Barnett, Chief of Police

SUBJECT:

Authorize a purchase order to DEERSKIN MFG. INC., Springtown, Texas, in an amount not to exceed \$20,948.00, for the purchase of one (1) six-compartment animal control chassis mount to include installation for the Animal Control Division of the Kyle Police Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to DEERSKIN MFG. INC., will require expenditure of funds from the Fiscal Year 2014-15 approved budget of the Police Department as follows:

1. City Department:	Police Department
2. Project Name:	Purchase of Animal Control Box for Truck
3. Budget/Accounting Code(s):	110-151-57123
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 450,000.00
6. Unencumbered Balance:	\$ 101,252.48
7. Amount of This Action:	<u>\$(20,948.00)</u>
8. Remaining Balance:	<u>\$ 80,304.48</u>

FUNDING SOURCE OF THIS ACTION:

The funding for this Purchase Order will be provided from the Fiscal Year 2014-15 approved budget of the Police Department.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Authorize P.O. for Public Works
hydraulic truck

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation:

Authorize a purchase order to BLUEBONNET MOTORS, INC., New Braunfels, Texas, a contracted member of the LCRA buy board, in an amount not to exceed \$90,658.97 for the purchase of a new Ford F550 diesel hydraulic work truck with crane for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information:

A Fiscal Note is attached.

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

Attachments / click to download

- [Vehicle Order Confirmation](#)
- [Bluebonnet Ford LCRA Contract \(Buy Board\)](#)
- [Fiscal Note](#)

==>

Dealer: F52752

2015 F-SERIES SD

Page: 1 of 2

Order No: 9898 Priority: M3 Ord FIN: Q0074 Order Type: 5B Price Level: 520

Ord PEP: 660A Cust/Flt Name: KYLE PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
F5H	F55C 4X4 CHAS/C	\$39745	\$36664.00	425	50 STATE EMISS	NC	NC
	165" WHEELBASE				SPARE TIRE/WHLQ	350	299.00
Z1	OXFORD WHITE			61J	JACK	NC	NC
A	VNYL 40/20/40			62R	TRANS PTO PROV	280	239.00
S	STEEL			63B	CLN IDLE DECAL	NC	NC
660A	REF EQUIP PKG			65Z	AFT AXLE TANK	NC	NC
	.XL TRIM			67D	XTR HVY DTY ALT	NC	NC
572	.AIR CONDITIONER	NC	NC	TOTAL BASE AND OPTIONS 50250 43266.90			
	.AM/FM STER/CLK			TOTAL 50250 43266.90			
99T	6.7L V8 DIESEL	8130	6931.00	*THIS IS NOT AN INVOICE*			
44W	6-SPEED AUTO	190	162.00	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*			
TFB	.225 BSW AS 19.5			* MORE ORDER INFO NEXT PAGE *			
X4N	4.10 LTD SLIP	360	308.00	F8=Next			
	18000# GVWR PKG			F2=Return to Order			
	LESS TPMS			F3/F12=Veh Ord Menu			

==>

Dealer: F52752

2015 F-SERIES SD

Page: 2 of 2

Order No: 9898 Priority: M3 Ord FIN: Q0074 Order Type: 5B Price Level: 520

Ord PEP: 660A Cust/Flt Name: KYLE PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
794	PRICE CONCESSN						
	REMARKS TRAILER						
	SP DLR ACCT ADJ		(1963.00)				
	SP FLT ACCT CR		(614.00)				
	FUEL CHARGE		38.90				
B4A	NET INV FLT OPT	NC	7.00				
	PRICED DORA	NC	NC				
	DEST AND DELIV	1195	1195.00				
TOTAL BASE AND OPTIONS				50250	43266.90		
TOTAL				50250	43266.90		

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

LORA Contract 25000
GPC 3700.00
TEREX Body 50,842.07
Revised \$90,658.97

BLUEBONNET MOTORS, INC.
351 IH 35 S.
NEW BRAUNFELS, TEXAS 78130

Linda

LINDA SOECHTING
 Item # 10

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library



Goods Contract Between
LCRA
and
Bluebonnet Motors, Inc.

Contract #3286

- LCRA Agent and Supplier;
- (3) Each Order, which may include a Statement of Work or other Attachments to the Order, executed pursuant to this Contract by the LCRA Agent and Supplier;
 - (4) Any other documents specifically identified as Contract Documents.
- (b) Exclusion from Contract Documents. No terms and conditions submitted by Supplier in connection with any proposal or proposed Order will be considered part of the Contract Documents unless expressly accepted in writing by the LCRA Agent. If accepted by LCRA, the proposed terms and conditions are limited in effect to the proposal with which they were submitted.

ARTICLE 5. TERM

This Contract is for a 1 (one) year period, with annual automatic renewal periods, not to exceed a maximum of five (5) years. At LCRA's sole option, these annual renewals may be discontinued by LCRA upon written notice to Supplier prior to the next annual renewal date. The primary term begins on July 01, 2011 ("Effective Date"). This Contract will be deemed to extend beyond its expiration or termination date with respect to any Order being performed under it at that time, unless the Order is also terminated.

ARTICLE 6. SCHEDULE

- (a) Time shall be of the essence for performance under this Contract. Supplier agrees to perform all obligations as set forth in this Contract. If required by an Order, a specific progress schedule will be developed for each individual task in compliance with the Order. If at any time it appears to Supplier that it may not meet any of the performance schedules or the scheduled completion date under an Order for any reason, including labor disputes, Supplier shall immediately by verbal means (to be confirmed in writing) notify LCRA of the reasons for and the estimated duration of such delay. If requested by LCRA, Supplier shall make every effort to avoid or minimize the delay to the maximum extent possible. Any additional cost caused by these requirements of LCRA shall be borne by Supplier. The foregoing requirements are in addition to any of the LCRA rights and remedies, as may be provided by law or this Contract.
- (b) The Supplier shall be at all times responsible for maintaining the schedule and for keeping the LCRA Agent or SME informed of the schedule progress. Unless otherwise stated in an Order, Supplier shall provide to LCRA regular, written progress reports which shall show actual and projected progress and costs for all activities, finish dates, and actual percent of performance completed.
- (c) Supplier shall notify LCRA Agent within twenty-four (24) hours of the first knowledge that any scheduled date(s) will not be met and shall, within five (5) business days thereafter, submit a detailed program depicting the plans and actions being taken to regain the lost time. The notice shall not limit any other rights or remedies afforded LCRA under this Contract or by law.

EXHIBIT A- TECHNICAL SPECIFICATIONS

I. Sample Vehicles to be included in this contract: The lists below should not be construed as all-inclusive or complete. Other models may be added during the contract term.

- Mid-Size Sedan - Ford Taurus, Chevrolet Malibu, Pontiac Grand Prix or Equal.
- SUV - Ford Expedition, Chevrolet Tahoe, Chevrolet Suburban or Equal. (4X2 and 4X4)
- Ford F-150, Chevrolet K-1500, Dodge 1500 Pickup or Equal. (Reg. Cab, Ext. Cab, Crew Cab 4X2 and 4X4).
- Ford F-250, Chevrolet 2500 and Dodge 2500 Pickup. (Reg. Cab, Ext. Cab, Crew Cab 4X2 and 4X4 Diesel, Auto Transmission).
- Ford F-350, Chevrolet 3500 and Dodge 3500 Pickup. (Reg. Cab, Ext. Cab, Crew Cab 4X2 and 4X4, Diesel, Auto Transmission).
- Ford F550 or Equal. (Crew Cab 4X2 and 4X4, Diesel, Auto Transmission).
- Passenger/Cargo Van.

II. Vehicle Specifications. Each Delivery Order issued by LCRA shall include a detailed description of the vehicle ordered. Examples of vehicle specification to be used under this contract are identified in Section VI – Standard Vehicle Specifications. In addition to this information, the following specifications shall apply:

- a. **Exhaust Emission Standards.** Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.
- b. **Accessories, required and optional.** Unless otherwise specified in the Request for Quotation, vehicle manufacturer's standard advertised/published accessories and other options shall be chassis-factory installed, on all light duty cab and chassis units. An individual option shall be factory installed whether the option is available separately, or as part of an option package. When only provided as part of an option package, all package items, including the individual option shall be provided.
- c. **Lamps, Signals and Reflectors.** Quantities, color, mounting and other requirements for lamps, signals, and reflectors shall be in compliance with Texas motor vehicle laws.
- d. **License Plate Attachment.** Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.
- e. **Logos and Decals.** Do not place decals or markings of any type pertaining to advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to any state agency or entity.
- f. **Manuals.** Each vehicle shall include an owner's or operator's manual. This will include all standard manufacturer/vendor literature normally furnished and as required by law with the purchase of a new vehicle.
- g. **Odometer Statement.** The Truth in Mileage Act requires the selling dealer to furnish an odometer statement to the purchaser. This statement must be complete and shall include mileage accrued at the point of delivery. In addition to the signature of the sell/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. The odometer statement on the MSO will satisfy this requirement.



August 28, 2009

Bluebonnet Motors Inc.
351 IH 35 South
New Braunfels, TX 78130

ATTN: Linda Soechting

**Subject: Contract #2034 - Extension of Long Term Contract for:
Fleet Vehicles**

This letter shall serve as notification that the above contract has been extended to your company for the period of June 28, 2009 through June 29, 2010. All goods and services shall be supplied to LCRA on an as-needed basis with no amount of work guaranteed for this extension period.

All work shall be performed in accordance with the terms and conditions of the previously existing contract.

ORDERING & DOCUMENTATION: A purchase order will be issued against the above referenced contract when materials/services are required. Each invoice shall reference the corresponding purchase order number and provide a description of the work performed. All invoices, packing lists, packages, shipping notices, material safety data sheets, and other written documents shall reference the purchase order number given at the time of order.

INVOICING: Failure to reference the purchase order number on your invoices could result in delay of payment to you. Invoices shall be sent as follows:

Original invoices shall be sent to:
Lower Colorado River Authority
Attn: Accounts Payable
P.O. Box 679000
Austin, TX 78767-9000

INSURANCE CERTIFICATES: Supplier shall provide the Category Manager a copy of their current insurance certificate in accordance with the terms and conditions throughout the term of this contract. The Category Managers name along with the contract number shall be referenced on all certificates. The LCRA, Fayette Power Project and Austin Energy shall be named as "additional insured" on all insurance with the exception of worker's compensation.

CONTRACTS WITH SUPPLIER DIVERSITY GOALS: Reports reflecting dollars spent with Minority and Woman Owned Businesses' and Small Businesses' shall be provided to the Category Manager on a quarterly basis referencing the contract number and purchase order number shown above.

If you have any questions, please feel free to contact me at (512) 473-3313.

Sincerely,

A handwritten signature in cursive script that reads "Elaine Garcia". The signature is written in black ink and is positioned above a horizontal line.

Elaine Garcia, Category Manager
Supply Chain Services

cc: File



June 9, 2010

Bluebonnet Motors, Inc.
351 IH 35 South
New Braunfels, TX 78130

ATTN: Linda Soechting

Subject: Contract #2034 – Notice of Extension of Contract for: Fleet Vehicles

This letter shall serve as notification that the contract referenced above has been extended to your company for the period of June 29, 2010 through June 28, 2011. All goods and services shall be supplied to LCRA on an as-needed basis with no amount of work guaranteed for this extension period.

All work shall be performed in accordance with the terms and conditions of the above-referenced contract.

If you have any questions, please feel free to contact me at (512) 356-6073.

Sincerely,

Lawton R. Smith
Sr. Category Manager

cc: File

.....
**ACKNOWLEDGEMENT OF EXTENSION LETTER TO BLUEBONNET MOTORS INC
CONTRACT #2034
PLEASE FAX TO LAWTON SMITH AT (512) 473-4094 or email at lawton.smith@lcra.org.**

Signature: Linda Soechting Date: 6/10/10

Name: LINDA SOECHTING

Title: FLEET MGR.

Telephone: 830-606-8011 FAX: 830-606-5694

E-Mail: LINDA@BBMOTORS.COM



March 9, 2011

Bluebonnet Motors
351 IH 35 South
New Braunfels, TX. 78130

RE: Amendment No. 2 Contract 3286 for Vehicle Purchases, Parts and Services for Lower Colorado River Authority

This Amendment of Vendor Contract No. 3286 between Lower Colorado River Authority (LCRA) and Bluebonnet Motors (Contractor) is entered into on this 31st day of October, 2007. While this Amendment form was initiated by LCRA, Contractor had the opportunity to take exception to and seek clarification of it. Thus, this amendment is the product of negotiations between the Parties. No presumption will apply in favor of any Party in the interpretation of this amendment or in resolution of any ambiguity of any provision. This amendment shall be incorporated into the agreement as a contract document. All work shall be performed in accordance with the terms and conditions of Contract #3286.

The following item is to be incorporated into Section B, scope of Work/Specifications, Part IV, Item K:

Seller shall extend the same pricing structure offered to LCRA in contract 3286 to the following government entity:

Guadalupe County, City of Schertz, City of Selma, City of Garden Ridge, City of Kyle and City of Wimberley.

Government entities are responsible for establishing their own terms and conditions with Bluebonnet Motors.

Neither Seller nor LCRA will be responsible for the delivery of purchased vehicles to any governmental entity.

Should you have any questions concerning this amendment, please contact me at 512-498-1845, or at Elton.brock@lcra.org. Please acknowledge receipt and acceptance of this amendment by signing below and faxing to 512-356-6054.

A handwritten signature in black ink, appearing to read "Elton D. Brock", is written over a horizontal dashed line.

Elton D. Brock MBA, CTPM, C.P.M.
Sr. Purchasing Agent

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
CONTACT CITY DEPARTMENT: Public Works Department
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT:

Authorize a purchase order to BLUEBONNET MOTORS, INC., New Braunfels, Texas, a contracted member of the LCRA buy board, in an amount not to exceed \$90,658.97 for the purchase of a new Ford F550 diesel hydraulic work truck with crane for the Public Works Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to BLUEBONNET MOTORS, INC., will require expenditure of funds from the Fiscal Year 2014-15 approved budget of the Public Works Department as follows:

1. City Department:	Public Works Department
2. Project Name:	Purchase of F550 Diesel Truck w/Crane
3. Budget/Accounting Code(s):	310-820-57123 & 310-825-57123
4. Funding Source:	Water & Wastewater Utility Fund
5. Current Appropriation:	\$ 100,000.00
6. Unencumbered Balance:	\$ 100,000.00
7. Amount of This Action:	<u>\$(90,658.97)</u>
8. Remaining Balance:	<u>\$ 9,341.03</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the Fiscal Year 2014-15 approved budget of the Public Works Department.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Award contract to Texas Tank Services

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Award a 3-year contract to TEXAS TANK SERVICES, Tyler, Texas, in an amount not to exceed \$13,650.00 or \$4,550.00 per year for in-service water storage tank inspection services, mandated by TCEQ, of all city-owned water storage tanks, for calendar years 2015 through 2017. ~ *Harper Wilder, Director of Public Works*

Other Information: SEE Attachments

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Water Storage Tank Inspections 3-year Contract](#)

[Fiscal Note](#)

Cover Memo

Item # 11

Purchase Order Justification

Water Tank Inspection

November 6, 2014

Director Wilder,

I have completed the search for responsible parties to perform our water tank inspections as mandated by TCEQ annually.

Texas Tank Service has performed the last three annual inspections, as part of a three-year agreement, which locked in our price and guaranteed an inspection slot at the time of year we choose. They were again invited to participate in the quote process.

Additionally US Underwater Services and Underwater Solutions were also invited to submit estimates. Texas Tank Service was the lowest bidder. Our previous inspections by Texas Tank Services have been done well. Reporting is timely and the staff is detail oriented.

I am requesting that we enter into another 3-year agreement with Texas Tank Services to perform our water storage tank inspections.

Respectfully submitted,



Jason W. Biemer
Utility Coordinator
November 6, 2014

Texas Tank Services

12907 Hwy 155 S.
Tyler, TX 75703

Office 903-526-4371 Fax-903-526-0335
kasee@texastankservices.com



Estimate

Date	Estimate #
11/4/2014	2039

Name / Address
City of Kyle Attn: Jason Biemer PO Box 40 Kyle, TX 78640

*Pricing is based on our best estimate based on the information provided.
Any changes in quantity, size or scope of work will change the final price.
Estimates are good for 90 days*

Area Code:	Sales Rep: Kasee Pringle	PO Number:	Terms
Qty	Commercial Dive Services	Rate	Total
	*** 2015 TCEQ Inspection Quote ****		
1	Annual TCEQ Inspection 750 TG Elevated "Post Oak Elevated"- 207 Goddard Street	325.00	325.00
1	Annual TCEQ Inspection 300 TG Elevated "Dacy Lane Elevated"- 1401 Dacy Road	325.00	325.00
1	Annual TCEQ Inspection 200 TG Elevated "Plum Creek Elevated"- 172 Kirkham Circle	325.00	325.00
1	Annual TCEQ Inspection 300 TG Elevated "Roland Lane Elevated"- 100 Roland Lane	325.00	325.00
1	Annual TCEQ Inspection 500 TG Elevated "Well 4 Elevated"- 751 Kholers Crossing	325.00	325.00
1	Annual TCEQ Inspection 150 TG Elevated "Well 3 Elevated"- 260 N. Old Stagecoach Road	325.00	325.00
1	Annual TCEQ Inspection 41 TG Standpipe "Well 3 Standpipe"- 260 N. Old Stagecoach Road	325.00	325.00
1	Annual TCEQ Inspection 482 TG Ground "Well 3 Ground"- 260 N. Old Stagecoach Road	325.00	325.00
1	Annual TCEQ Inspection 500 TG Ground "1626 Ground"- 5155 S. FM 1626	325.00	325.00
1	Annual TCEQ Inspection- 500 TG Ground ""Lehman Ground"- 150 Agate Lake Dr.	325.00	325.00
1	Annual TCEQ Inspection 250 TG Ground "Yarrington Ground #1"- 1193 Yarrington Road	325.00	325.00
1	Annual TCEQ Inspection 500 TG Ground "Yarrington Ground #2"- 1193 Yarrington Road	325.00	325.00
1	Annual TCEQ Inspection 150 TG Ground "Rebel Road #1"- 225 Rebel Road	325.00	325.00
1	Annual TCEQ Inspection 150 TG Ground "Rebel Road #2"- 225 Rebel Road	325.00	325.00
	PER CUSTOMER REQUEST- ALL INSPECTIONS MUST BE PERFORMED MONDAY-THURSDAY 8AM-5:30PM. INSPECTIONS ARE TO BE PERFORMED JAN/FEB 2015. CITY SHOULD RECEIVE REPORTS WITHIN 60 DAYS FROM COMPLETION OF INSPECTIONS.		
		Total	

Signature _____

Texas Tank Services

12907 Hwy 155 S.
Tyler, TX 75703

Office 903-526-4371 Fax-903-526-0335
kasee@texastankservices.com



Estimate

Date	Estimate #
11/4/2014	2039

Name / Address
City of Kyle Attn: Jason Biemer PO Box 40 Kyle, TX 78640

*Pricing is based on our best estimate based on the information provided.
Any changes in quantity, size or scope of work will change the final price.
Estimates are good for 90 days*

Area Code:		Sales Rep: Kasee Pringle		PO Number:		Terms	
Qty	Commercial Dive Services	Rate	Total				
	<p>**TEXAS TANK SERVICES DOES OFFER A SERVICE AGREEMENT/CONTRACT AGREEMENT. THIS AGREEMENT IS TYPICALLY GOOD FOR THREE YRS. WE WILL HONOR A 2YR OR 4 YR AGREEMENT SHOULD THE CITY WANT TO PROCEED WITH THIS OPTION. PLEASE CALL OUR OFFICE STAFF WITH ANY QUESTIONS REGARDING THE SERVICE AGREEMENT.**</p> <p>**Professional three man dive crew w/ full "live" interactive (you in the trailer viewing & communicating w/ the diver) in-service inspection. narrated DVD. TCEQ checklist. TCEQ certifications w/ generated analyst report w/ TCEQ Rules & Regulations (w/ any deficiencies highlighted) all mailed to you within approximately 2-4 weeks of your inspections (actual printed hard copies available upon request for an additional charge).**</p>	0.00	0.00				
Total						\$4,550.00	

Signature _____



City of Kyle

2015-2019 TCEQ Annual Inspections

Kyle, Tx



Member Company

www.usunderwaterservices.com

Item # 11



Service Quote

October 29, 2014

To: Jason Biemer
City of Kyle
520 E. FM 150
Kyle, TX 78640
P: 512-749-6916
E: jbiemer@cityofkyle.com

P.O. Box 2168
Mansfield, TX 76063
1 800.860.2178
P 817.447.7321
F 817.447.0021
ashleyrodriguez@usunderwaterservices.com
info@usunderwaterservices.com

USUS Representative	Project
Ashley Rodriguez	4 Year Service Agreement Pricing

U.S. Underwater Services is pleased to offer a Service Agreement for the TCEQ required Annual Inspections for [The City of Kyle]. U.S. Underwater Services agrees to perform the required Annual Inspections for [The City of Kyle] by a Certified Commercial Dive Team. The below pricing will be valid January 1, 2015 and will expire December 31, 2019.

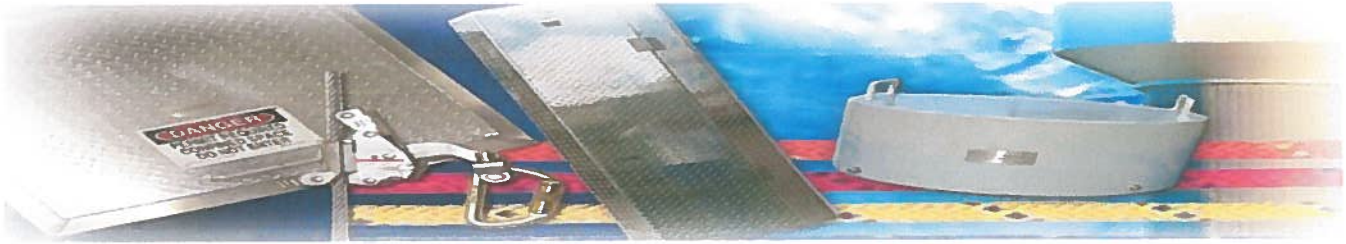
- 750K Elevated [Post Oak]
- 300K Elevated [Dacy Lane]
- 200K Elevated [Plum Creek]
- 300K Elevated [Roland Lane]
- 500K Elevated [Well #4]
- 150K Elevated [Well #3]
- 41K Standpipe [Well #3]
- 482K Ground [Well #3]
- 500K Ground [1626 GST]
- 500K Ground [Lehman]
- 250K Ground [Yarrington Tank #1]
- 500K Ground [Yarrington Tank #2]
- 150K Ground [Rebel Road Tank #1]
- 150K Ground [Rebel Road Tank #2]

Upon receipt of this signed service agreement you will have [2] FREE Confined Space Entry Placards Installed During your 2015 Inspections

Diver Inspection Labor Rates		
[7] Elevated Diver Inspections	\$450.00 per Inspection	\$3,150.00
[7] Ground Diver Inspections	\$425.00 per Inspection	\$2,975.00
Mobilization/Demobilization	Per Trip	\$400.00
Total Diver Inspection Cost		\$6,525.00

**Dive Inspect to 60' camera inspect the remaining footage*

Estimated cost is based on our best, good faith evaluation of the effort required to complete the scope of work, given the information available. We will make every effort to keep you apprised of any substantive changes in the estimate.



This Service Agreement Includes:

Diver Inspection- Your Diver Inspection will include a [4] man commercial dive team when Elevated Facilities are inspected to ensure safety. A certified [3] man commercial dive team will be used when Ground Facilities only are inspected. You can watch the live inspection feed and communicate with the diver inside the tank while sitting with our Dive Supervisor in the USUS Dive Trailer. Also included in the Diver Inspection Option is a full bound report. This report includes: Your certification page of inspection, TCEQ checklist, a personalized generated report, a reference photo of each facility, a narrated DVD from the live inspection feed, and a proposal of recommendations that would bring you in compliance with all AWWA, TCEQ, OSHA, and ADCI Standards.

Additional Notes:

1. ***All work performed will be in accordance with ADCI Standards.***
2. ***Work is performed by certified commercial divers using surface supplied air.***
3. ***USUS has been in business for more than 2 decades and has continued to grow with the industry and technology to service your needs. Insurance certifications can be sent upon acceptance of this bid, if requested. The insurance includes workman's compensation, vehicle coverage, and general liability insurance.***
4. ***Payment terms are net 30 days.***

I hereby certify that I have read and agree to the above terms and conditions of this Service Quote.

Signature: _____

Printed Name: Ashley Rodriguez
Business Development Representative
Authorized Signature For
U.S. Underwater Services, LLC

Date: October 29, 2014 _____

Signature: _____

Printed Name: _____
City of Kyle
Authorized Signature For Agency Or
Company Regarding Proposal Above

Date: _____

“Deeply Committed To Excellence”



November 3, 2014

Mr. Jason W. Biemer
City of Kyle – Public Works
520 E. FM 150
Kyle, TX 78640

Dear Jason,

I would like to thank you for your consideration of Underwater Solutions Inc. to conduct the inspection of your water storage facilities.

As requested, please find attached a proposal for the inspections of your (14) water storage tanks.

Should you wish to proceed, we are also including a copy of an agreement to conduct this work. Please sign and return one copy to us at your earliest convenience, allowing a date to be reserved for your project.

Upon completion of this work, comprehensive reports of our findings and corresponding photographs will be submitted.

If you have any questions or would like additional information, please contact me.

Again, I would like to thank you for your consideration of *US*.

Sincerely,

UNDERWATER SOLUTIONS INC.

A handwritten signature in black ink, appearing to read "D. Cornish", written over a light blue horizontal line.

David M. Cornish
Technical Sales

DMC/prm
Enclosures

MUNICIPAL DIVING SERVICES ♦ P.O. Box 208 ♦ Mattapoisett, MA 02739 ♦ Tel: (508) 758-6126 ♦ Fax: (508) 758-6128
♦ E-Mail: uws@underwatersolutionsinc.com ♦ Web Address: www.underwatersolutionsinc.com

Mr. Jason W. Biemer
City of Kyle – Public Works
November 3, 2014
Page 2

PROPOSAL FOR THE INSPECTION OF THE (14) WATER STORAGE TANKS

***CITY OF KYLE ~ PUBLIC WORKS
KYLE, TEXAS***

PERSONNEL & GEAR:

Divers / Tenders

Complete Sterile Inspection/Cleaning Dive Station
(All gear sanitized and utilized only in potable water.)

25 CFM Compressor

300' Dive Rig

Ladder

Bailout Bottle

Emergency Air

Volume Tank and Filter

Communications Box

200 ppm Chlorine Solution

Camera

Manifold

Dry Suit

SuperLite Helmet

Miscellaneous Inspection Tools

Comprehensive reports of our findings and corresponding
photographs to be submitted after completion of work.

COST:

While mobilized in *Texas, 2014:*

See attached for individual pricing per tank

Mr. Jason W. Biemer
 City of Kyle – Public Works
 November 3, 2014
 Page 3

INDIVIDUAL PRICING PER TANK

Post Oak Elevated 750,000-Gallon Water Storage Tank	\$4,570.00 each
Dacy Lane Elevated 300,000-Gallon Water Storage Tank	\$4,570.00 each
Plum Creek Elevated 200,000-Gallon Water Storage Tank	\$4,570.00 each
Roland Lane Elevated 300,000-Gallon Water Storage Tank	\$4,570.00 each
Well #4 Elevated 500,000-Gallon Water Storage Tank	\$4,570.00 each
Well #3 Elevated 150,000-Gallon Water Storage Tank	\$4,570.00 each
Well #3 Standpipe 41,000-Gallon Water Storage Tank	\$4,570.00 each
Well #3 Ground 482,000-Gallon Water Storage Tank	\$4,570.00 each
1626 Ground 500,000-Gallon Water Storage Tank	\$4,570.00 each
Lehman Ground 500,000-Gallon Water Storage Tank	\$4,570.00 each
Yarrington Tank #1 Ground 250,000-Gallon Water Storage Tank	\$4,570.00 each
Yarrington Tank #2 Ground 500,000-Gallon Water Storage Tank	\$4,570.00 each
Rebel Road Tank #1 150,000-Gallon Water Storage Tank	\$4,570.00 each
Rebel Road Tank #2 150,000-Gallon Water Storage Tank	\$4,570.00 each

****Discounted Pricing****

Inspection of ***all 14*** tanks during one mobilization: **\$39,980.00***

Mobilization/Demobilization – A one-time mobilization/demobilization fee of **\$9,850.00** will be charged if all the tanks are completed during one mobilization (one trip). Should these tanks not be completed during one mobilization, this fee will be charged for each additional mobilization/demobilization required.

The option to enter into a contractual agreement with the City of Kyle, Texas for the inspection of all (14) water storage tanks for up to 5-years is available and will incur a 2.5% sales increase per year.

**All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allow access around the circumference of the tank, and have good, sound ladder access to the rooftop. All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. At the time this project is to be conducted, the water level within this structure must be within 10' of overflow.*

Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred.

AGREEMENT

BETWEEN UNDERWATER SOLUTIONS INC. AND THE CITY OF KYLE FOR THE INSPECTIONS OF THE (14) WATER STORAGE TANKS AS FOLLOWS:

The City of Kyle, Texas agrees to have Underwater Solutions Inc. perform the above mentioned work as per the conditions/terms and costs stated on the proposal dated November 3, 2014 (copy attached).

PERSONNEL: Divers / Tenders
GEAR: Complete Sanitized Inspection/Cleaning Dive Station
 (All gear sanitized and utilized only in potable water.)
 25 CFM Compressor Communications Box
 300' Dive Rig 200 ppm Chlorine Solution
 Ladders Camera
 Bailout Bottle Manifold
 Emergency Air Volume Tank and Filter
 Dry Suit SuperLite Helmet
 Miscellaneous Inspection Tools

SUBMITTALS: Comprehensive reports and corresponding photographs to be submitted after completion of work.

COST: While mobilized in Texas, 2014:
INDIVIDUAL PRICING PER TANK

Post Oak Elevated 750,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Dacy Lane Elevated 300,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Plum Creek Elevated 200,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Roland Lane Elevated 300,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Well #4 Elevated 500,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Well #3 Elevated 150,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Well #3 Standpipe 41,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Well #3 Ground 482,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
1626 Ground 500,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Lehman Ground 500,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Yarrington Tank #1 Ground 250,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Yarrington Tank #2 Ground 500,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Rebel Road Tank #1 150,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>
Rebel Road Tank #2 150,000-Gallon Water Storage Tank	\$4,570.00 each	<input type="checkbox"/>

****Discounted Pricing****

Inspection of *all 14* tanks during one mobilization: **\$39,980.00***

Mobilization/Demobilization – A one-time mobilization/demobilization fee of **\$9,850.00** will be charged if all the tanks are completed during one mobilization (one trip). Should these tanks not be completed during one mobilization, this fee will be charged for each additional mobilization/demobilization required.

The option to enter into a contractual agreement with the City of Kyle, Texas for the inspection of all (14) water storage tanks for up to 5-years is available and will incur a 2.5% sales increase per year.

PAYMENT TERMS: Payable Upon Receipt

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:

 UNDERWATER SOLUTIONS INC.
 Signature of Authorized Representative

 CITY OF KYLE, TX
 Signature of Authorized Representative

 Technical Sales November 3, 2014
 Title Date

 Title Date

**All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allow access around the circumference of the tank, and have good, sound ladder access to the rooftop. All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. At the time this project is to be conducted, the water level within this structure must be within 10' of overflow.*

Note: The term "one mobilization" refers to allowing Underwater Solutions Inc. access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred.

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
CONTACT CITY DEPARTMENT: Public Works Department
CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT:

Award a 3-year contract to TEXAS TANK SERVICES, Tyler, Texas, in an amount not to exceed \$13,650.00 or \$4,550.00 per year for in-service water storage tank inspection services mandated by TCEQ of all city-owned water storage tanks for calendar years 2015 through 2017.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to TEXAS TANK SERVICES will require expenditure of funds from the Fiscal Year 2014-15 approved budget of the Public Works Department as follows:

1. City Department:	Public Works Department
2. Project Name:	Inspection Services Water Storage Tanks
3. Budget/Accounting Code(s):	310-820-55328
4. Funding Source:	Water and Wastewater Utility Fund
5. Current Appropriation:	\$ 52,000.00
6. Unencumbered Balance:	\$ 15,406.79
7. Amount of This Action:	<u>\$(4,550.00)</u>
8. Remaining Balance:	<u>\$ 10,856.79</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order in the amount of \$4,550.00 will be provided from the Fiscal Year 2014-15 approved budget of the Public Works Department. The remaining \$9,100.00 for years 2 and 3 will be charged to future fiscal year budget of the Public Works Department.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Authorize Purchase Order to RDO

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Authorize a purchase order to RDO EQUIPMENT COMPANY, Pflugerville, Texas, a contracted member of Buy Board, in an amount not to exceed \$59,834.44 for the purchase of a new John Deere 35 G Mini Excavator with attachments for the Public Works Department. ~
Harper Wilder, Director of Public Works

Other Information:

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[RDO Proposal](#)

[Fiscal Note](#)

Investment Proposal for:
 CITY OF KYLE
 P.O. BOX 40
 ,
 KYLE, TX 78640
 Phone: (512) 262-3024
 Fax: (512) 268-0675



Terry Weeter
 16415 N IH-35
 Pflugerville, TX 78660
 0
 Mobile: (512) 940-3521

factory order

Equipment: NEW 2014 BELLTEC AUGER H300

List Price \$5,380.00

Key Features

H300	H300 AUGER
LB410	SWIVEL
HOSE KIT	HOSE KIT
9	9" ROCK AND DIRT BIT
12	12" ROCK AND DIRT BIT

Serial Number

TBD (0 Approximated Hours)

Equipment Price \$5,380.00

Additional Items

Other	JD INTERFACE MOUNT	\$363.00
Other	BUYBOARD DISCOUNT	(\$883.95)
Freight In		\$150.00

Purchase Price of this Unit: \$5,009.05

Equipment: NEW 2014 JOHN DEERE 35G

List Price \$60,574.00

Key Features

0050FF	35G COMPACT EXCAVATOR
3125	300MM RUBBER TRACK
4150	SUSPENSION SEAT - CLOTH
7110	4'4" (1.32M) STANDARD ARM
8185	CAB WITH HEATER & AIR CONDIT
9555	ANGLE BLADE

Serial Number

TBD (0 Approximated Hours)

Equipment Price \$60,574.00

Attachments

NEW	2014 JOHN DEERE 35GP18	No Serial #	\$681.80
NEW	2014 JOHN DEERE 35GP12" BKT	No Serial #	\$593.60



Are you interested in getting the most production out of your machines?

Then it's time to ask about Topcon Machine Control Products and how RDO Equipment Co. can provide the solutions that will help make your operation more profitable.



There are solutions available to purchase or rent for: Dozers • Motor Graders • Excavators • ~~Items~~ # 12

Warranty Information

John Deere / Power Train & Hyd. / 60 Months / 3000 Hours / \$0.00 Deductible

\$1,328.09

Additional Items

Other	TASB DISCOUNT	(\$9,086.10)
Other	AM/FM RADIO INSTALLED	\$734.00

Purchase Price of this Unit: \$54,825.39

PROPOSAL SUMMARY

Equipment Total	\$59,834.44
Sub Total	\$59,834.44
Estimated sales tax to apply (TXEG TX GOVT EXEMPT 0%)	\$0.00

Total Investment \$59,834.44

Terry Weeter

RDO EQUIPMENT CO.
tweeter@rdoequipment.com

Item # 12

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
 CONTACT CITY DEPARTMENT: Public Works Department
 CONTACT CITY STAFF: Harper Wilder, Director

SUBJECT:

Authorize a purchase order to RDO EQUIPMENT COMPANY, Pflugerville, Texas, a contracted member of Buy Board, in an amount not to exceed \$59,834.44 for the purchase of a new John Deere 35 G Mini Excavator with attachments for the Public Works Department.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order to RDO EQUIPMENT COMPANY will require expenditure of funds from the Fiscal Year 2014-15 approved budget of the Public Works Department as follows:

- | | |
|-------------------------------|--|
| 1. City Department: | Public Works Department |
| 2. Project Name: | Purchase of John Deere Excavator |
| 3. Budget/Accounting Code(s): | 310-820-57124 (50%)
310-825-57124 (50%) |
| 4. Funding Source: | Water & Wastewater Utility Fund |
| 5. Current Appropriation: | \$ 70,000.00 |
| 6. Unencumbered Balance: | \$ 70,000.00 |
| 7. Amount of This Action: | <u>\$ (59,834.44)</u> |
| 8. Remaining Balance: | <u>\$ 10,165.56</u> |

FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order will be provided from the Fiscal Year 2014-15 approved budget of the Public Works Department

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/25/2014

Pervez A. Moheet, CPA
 Director of Finance

-

Date



CITY OF KYLE, TEXAS

Ordinance re Library meeting room Fees (Second Reading)

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance of the City of Kyle, Texas, amending the Code of Ordinances of the City of Kyle, Appendix "A" (Fee Schedule), to set certain fees for public use of the Kyle Public Library Burdine and Jack Johnson Wing meeting room; providing a severability clause; finding and determining the meeting at which this ordinance is passed is open to the public as required by law; providing an effective date; and making such other findings and provisions related hereto. ~ *Connie Brooks, Director of Kyle Public Library*

Other Information: See Attachments

Legal Notes:

Budget Information:

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

Attachments / click to download

 [Ordinance 2nd Reading](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF KYLE, APPENDIX "A" (FEE SCHEDULE), TO SET CERTAIN FEES FOR PUBLIC USE OF THE KYLE PUBLIC LIBRARY BURDINE AND JACK JOHNSON WING MEETING ROOM; PROVIDING A SEVERABILITY CLAUSE; 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; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, the City of Kyle provides public use of the Kyle Public Library Burdine and Jack Johnson Wing meeting room; and,

WHEREAS, certain fees are charged to the public for the use of said meeting room in order to help defray the expense of providing use of the meeting room; and,

WHEREAS, the fees being set by this ordinance have been recommended to be approved by the Library Board; and,

WHEREAS, the city council finds that it is in the public interest and welfare to charge fees to help defray the expense of providing the use of the meeting room;

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. Appendix "A" of the Code of Ordinances of the City of Kyle shall be AMENDED to set the following fees for public use of the Kyle Public Library Burdine and Jack Johnson Wing meeting room:

One event (up to 2 hours) free each month. Subsequent hours \$10 per hour; and,

\$100 cleaning fee (required if food is served)

Section 3. 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 4. 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 5. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the 18th day of November, 2014.

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

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

Ordinance re Budget Amendment #1 for FY 2014-15: \$114,600 (Second Reading)

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$114,600; General Fund by \$95,800 and the Utility Fund by \$18,800 and decreasing fund balance by the same amounts in the General Fund and the Utility Fund respectively for payment of fine to Texas Commission on Environmental Quality (TCEQ) and for implementation of technology improvements for the City's information systems. ~ *Pervez A. Moheet, CPA, Director of Finance*

Other Information: On October 21, 2014, the City Council directed City staff to prepare a budget amendment in the amount of \$18,744.00 for City Council's consideration in order to pay for the City's 50 percent share of the fine levied by the Texas Commission on Environmental Quality (TCEQ) associated with the operation of the wastewater collection and treatment system.

In addition, funding is being provided for the implementation of the following technology improvements:

- A. \$52,500 for fiber network connectivity of all City facilities.
- B. \$33,300 for Microsoft Office 365.
- C. \$10,000 for Granicus project management system for City Council.

Legal Notes:

Budget Information: A budget amendment Ordinance is attached.

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

Attachments / click to download

[Ordinance - Budget Amendment #1](#)

Cover Memo

Item # 14

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 820 ADOPTED ON SEPTEMBER 3, 2014 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; BY INCREASING THE TOTAL AMOUNT OF APPROPRIATIONS FOR EXPENDITURES BY \$114,600; GENERAL FUND BY \$95,800 AND THE UTILITY FUND BY \$18,800 AND APPROPRIATING IN THE SAME AMOUNTS AS SOURCE OF FUNDS FROM THE FUND BALANCE IN THE CITY'S GENERAL FUND AND THE UTILITY FUND RESPECTIVELY.

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, 2014 and ending September 30, 2015, 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 General Fund by \$95,800 and in the Utility Fund by \$18,800.00 and appropriating in the same amounts as source of funds from the Fund Balance in the City's General Fund and the Utility Fund respectively in order to provide funding for the following expenditure items:

- (A) \$18,800 for the City's share of the fine levied by the Texas Commission on Environmental Quality (TCEQ) associated with the operation of the wastewater collection and treatment system,
- (B) \$52,500 for the implementation of fiber network connectivity of all City facilities to be provided by Time Warner Cable Business Class,
- (C) \$33,300 for the implementation of Microsoft Office 365 for all workstations, and
- (D) \$10,000 for the implementation of Granicus project management software for City Council.

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, 2014 and ending September 30, 2015.

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

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

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

PASSED AND APPROVED on First Reading this _____ day of November, 2014.

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

THE CITY OF KYLE, TEXAS

BY: _____
R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

Ken Johnson, City Attorney



CITY OF KYLE, TEXAS

Internet Crimes Against Children Task Force Program Grant

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation:

Authorize the execution of a grant contract between the Office of the Attorney General (OAG) and Kyle Police Department (Grantee) for the acceptance of grant funds not to exceed an amount of \$17,380 for the purchase of computer hardware and software equipment that support the United States Department of Justice Programs, the Office of Juvenile and Delinquency Prevention, and Internet Crimes Against Children Task Force Program (ICAC) as they seek to maintain and expand State and Regional ICAC task forces to address technology-facilitated child exploitation. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [GRANT INFO](#)
 - [CONTRACT AGREEMENT](#)
 - [ICAC BUDGET](#)
 - [Fiscal Note](#)
-



KYLE POLICE DEPARTMENT

111 N. Front Street
Kyle, Texas 78640
512.268.0859

November 24, 2014

To: Chief Barnett,

Ref: Internet Crimes Against Children (ICAC) Grant

Chief Barnett,

Being that we are members of the Texas Attorney General's Office Internet Crimes Against Children (ICAC) taskforce, we are entitled to apply for a grant for equipment, software, training, etc. to be used in the investigations of Internet crimes. This grant, if received, will reimburse the cost of chosen items up to \$20,000.00, meaning the City of Kyle would essentially be getting \$20k of items to use for investigative purposes at no cost (after reimbursement). The following is a list of the items I have requested in the grant:

- MacBook Pro 16GB (used to run forensic cell phone programs, for Mac devices, as well as peer to peer investigations) \$2,500.00
- Blackbag Technologies Blacklight software (used for forensic analysis of phones and tablets) \$2,300.00
- Cellebrite UFED (used in the analysis of digital devices) \$10,600.00
- Digital Intelligence USB Bridge (write blocks USB devices) \$300.00
- Digital Intelligence Forensic Card reader (write blocks SD cards) \$80.00
- FTK license renewal (renews the license of existing Windows computer forensic software) \$1,250.00
- Encase license renewal (renews the license of existing Windows computer forensic software) \$350.00

Please let me know if you have any questions regarding these items.

Respectfully,

Detective Adam Watson #732
Criminal Investigations Division
Kyle Police Department
111 North Front St.
Kyle, TX 78640
Dispatch: 512-268-3232
Records: 512-268-0859
Fax: 512-268-2330

Item # 15

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
KYLE POLICE DEPARTMENT**

OAG Contract No. 1557040

This grant contract is executed between the Office of the Attorney General (OAG) and Kyle Police Department (GRANTEE) for certain grant funds. The Office of the Attorney General and Kyle Police Department may be referred to in this contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSE OF THE CONTRACT

The Internet Crimes Against Children (ICAC) Task Force Program, United States Department of Justice, Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention, seeks to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate Internet crimes against children. The program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to State and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on December 1, 2014 and shall terminate May 31, 2015, unless it is terminated earlier or extended in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE’S CONTRACTUAL SERVICES

3.1 GRANTEE’s Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Cooperative Agreement for Award Number 2012-MC-FX-K047. The GRANTEE will comply with the terms and conditions as set forth and required in the Cooperative Agreement between the OAG and the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Award Number **2012-MC-FX-K047**, (OAG Award Document), as well as the applicable provisions of the OAG ICAC Grant Application or OAG Award Document as supplemented, amended or adjusted.

3.2 Establishment of Final Project Budget; Grant Project Narrative; Special Conditions. The GRANTEE's budget is attached as Exhibit A.

The grant project narrative is as follows:

To support certain Internet Crimes Against Children (ICAC) equipment, supplies and other direct operating expenses.

The Special Conditions, including the OAG Award Document, are attached as Exhibit B.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract. The OAG, at its sole discretion, may supplement, amend or adjust the Special Conditions attached to this contract.

SECTION 4 REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information; Immediate Notification and Correction and Inaccuracies. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG. GRANTEE will immediately notify the OAG in the event GRANTEE discovers that any previously submitted information was inaccurate and forward the correction information to the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days, notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with original signature. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 ICAC Semi-Annual Statistical (Performance) Reports, including Outcome Measure Reports. GRANTEE will support the OAG in its progress reporting requirements, including the reporting requirements of outcome measures. The OAG is required to report, within 30 days after the end of the reporting periods, certain outcome measures. The semi-annual reporting periods end on the last day of June and December each year. The OAG will establish deadlines for the GRANTEE to meet its requirement to report to the OAG.

Contents of Semi-Annual Statistical Reports. GRANTEE shall report data to the OAG on the following outcome measures:

- a. Number of CyberTipLine referrals received and investigated;
- b. Number of indictments obtained on CyberTipLine referrals;
- c. Number of convictions obtained on CyberTipLine referrals;
- d. Number of online solicitation of a minor (or its equivalent) arrests;
- e. Number of online solicitation of a minor (or its equivalent) indictments obtained;
- f. Number of online solicitation of a minor (or its equivalent) convictions

- obtained;
- g. Total number of ICAC-related arrests during reporting period;
 - h. Number of partner agencies that sign memorandum certifying compliance with ICAC program guidelines;
 - i. Number of investigative technical assistance sessions that ICAC task force provides to non-member law enforcement agencies;
 - j. Number of computer forensic technical assistance examinations that ICAC task forces provide to non-member law enforcement agencies;
 - k. Percent increase in arrests related to technology-facilitated child sexual exploitation and Internet Crimes Against Children;
 - l. Percent increase in computer forensic examinations completed by ICAC task forces; and
 - m. Percent increase in investigative technical assistance sessions provided by ICAC task forces to nonmember law enforcement agencies.

4.2.2 ICAC Task Force Program Monthly Performance Measures. GRANTEE will support the OAG in its reporting requirements of the ICAC Task Force Program Monthly Performance Measures. The OAG will establish the GRANTEE's monthly reporting deadlines. The Performance Measures, which shall contain at a minimum the following additional supporting data elements:

- a. Complaints;
- b. Case Information;
- c. Goals;
- d. Court Actions;
- e. Technical Assists;
- f. Training; and
- g. Community Outreach Presentations.

4.2.3 ICAC Annual Reports. GRANTEE will support the OAG in its reporting requirements of the following measures:

- a. Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
- b. Investigation and prosecution performance measures of the task force, including:
 - 1. the number of investigations initiated related to Internet Crimes Against Children;
 - 2. the number of arrests related to Internet Crimes Against Children; and
 - 3. the number of prosecutions for Internet Crimes Against Children, including-
 - i. whether the prosecution resulted in a conviction for such crime; and

- ii. the sentence and the statutory maximum for such crime under State law.
- c. The number of referrals made by the task force to the United States Attorneys office, including whether the referral was accepted by the United States Attorney.
- d. Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
- e. The number of investigative technical assistance sessions that the task force provided to nonmember law enforcement agencies.
- f. The number of computer forensic examinations that the task force completed.
- g. The number of law enforcement agencies participating in Internet Crimes Against Children program standards established by the task force.

4.2.4 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances by GRANTEE from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the any reports presented to the OAG.

4.2.5 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the

following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before April 15, 2014 or a date as established by the OAG, GRANTEE will submit fiscal year end required reports.

Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31 for an grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month’s expenses, so that they are received by the OAG on or before the twentieth (20th) of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs

incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that, notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required by the state to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive

any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7; 11; and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursements. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving fund directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records and other relevant information of the entity, person or contractor that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005

Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with the expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement,

reducing funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Texas Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances as contained in the Application Kit.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. Grantee shall follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records relating to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that

regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.

GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered an OAG employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE'S contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or GRANTEE'S contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE'S contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas

Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.9 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively “litigation”) arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Catalog of Federal Domestic Assistance Number. The Catalog of Federal Domestic Assistance Number (CFDA) number for the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention program is 16.543, titled “Missing Children’s Assistance.”

11.12 MOU between OAG and GRANTEE. The OAG and GRANTEE will have in place a Memorandum of Understanding that outlines the duties and responsibilities of GRANTEE as a member of the Internet Crimes Against Children Task Force. GRANTEE agrees to comply with the approved Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ICAC Task Force Operational and Investigative Standards.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including Exhibits. This contract, including all exhibits, reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed

by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL OF TEXAS**

KYLE POLICE DEPARTMENT

Printed Name: _____

Printed Name: _____

Office of the Attorney General

Authorized Official

EXHIBIT A

GRANT CONTRACT
BETWEEN THE OFFICE OF THE ATTORNEY GENERAL
AND KYLE POLICE DEPARTMENT

OAG Contract No. 1557040

Maximum Liability of the OAG. The OAG and GRANTEE agree that the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract for reimbursement of all expenses, shall not exceed:

SEVENTEEN THOUSAND THREE HUNDRED EIGHTY AND 00/100 (\$17,380)
DOLLARS

Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	Amount
Personnel	\$0
Fringe Benefits	\$0
Professional & Contractual Services	\$0
Travel	\$0
Equipment	\$10,600
Supplies	\$5,180
Other Direct Operating Expenses	\$1,600
Total	\$17,380

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND KYLE POLICE DEPARTMENT

OAG Contract No. 1557040


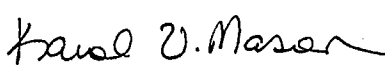
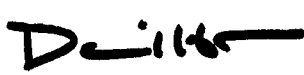

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

GRANTEE's signature on this contract will be treated as a signature agreement for each of the 19 pages of the Special Conditions, as attached.

The Special Conditions that apply to this contract are:

- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Special Conditions of the Cooperative Agreement (OAG Award Document), 2012-MC-FX-K047, and any subsequent award document.**
 - Seven (7) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, as provided in memo to Official Grant File, to Texas Office of the Attorney General and any subsequent award document.**
 - One (1) page.
- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Project Summary (OAG Award Document), 2012-MC-FX-K047.**
 - Two (2) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Civil Rights federal civil rights laws, as provided in letter dated September 17, 2014, to Texas Office of the Attorney General and any subsequent award document.**
 - Three (3) pages.
- **Department of Justice, Office of Justice Programs, Assurances – Standard Assurances.**
 - Six (6) pages

 <p>Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention</p>		Cooperative Agreement		PAGE 1 OF 7
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Texas Office of the Attorney General PO Box 12548 Austin, TX 78711-2548		4. AWARD NUMBER: 2012-MC-FX-K047		
		5. PROJECT PERIOD: FROM 07/01/2012 TO 06/30/2015 BUDGET PERIOD: FROM 07/01/2012 TO 06/30/2015		
		6. AWARD DATE 09/17/2014	7. ACTION Supplemental	
1A. GRANTEE IRS/VENDOR NO. 746000057		8. SUPPLEMENT NUMBER 02		
		9. PREVIOUS AWARD AMOUNT		\$ 919,624
3. PROJECT TITLE Texas Office of the Attorney General Southern ICAC Task Force		10. AMOUNT OF THIS AWARD		\$ 499,388
		11. TOTAL AWARD		\$ 1,419,012
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(OJJDP ICAC Task Forces) Pub. L. No. 113-76; 128 Stat. 5, 64				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Hodge First Assistant Attorney General		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X F MC 70 00 00 499388		21. LMCTGT0142		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Item # 15



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-K047

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SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov


hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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	Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 3 OF 7
PROJECT NUMBER 2012-MC-FX-K047		AWARD DATE 09/17/2014	
<p><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> 8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name). 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. 10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter. 11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm. 12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding. 13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students. 14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. 15. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide. 			



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**Office of Juvenile Justice and
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16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

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18. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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19. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
20. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
 - a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
 - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.
21. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
22. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
24. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

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Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
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25. ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:

- (A) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
- (B) Investigation and prosecution performance measures of the task force, including--
 - (i) the number of investigations initiated related to Internet crimes against children;
 - (ii) the number of arrests related to Internet crimes against children; and
 - (iii) the number of prosecutions for Internet crimes against children, including--
 - (I) whether the prosecution resulted in a conviction for such crime; and
 - (II) the sentence and the statutory maximum for such crime under State law.
- (C) The number of referrals made by the task force to the United States Attorneys office, including whether the referral was accepted by the United States Attorney.
- (D) Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
- (E) The number of investigative technical assistance sessions that the task force provided to nonmember law enforcement agencies.
- (F) The number of computer forensic examinations that the task force completed.
- (G) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force.

26. The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.

27. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards

28. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

DIA

**Department of Justice**


Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File**From:** Lou Ann Holland, Program Manager**Subject:** Categorical Exclusion for Texas Office of the Attorney General

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.

 <p>Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention</p>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Cooperative Agreement	
	PROJECT NUMBER 2012-MC-FX-K047	PAGE 1 OF 1
This project is supported under FY14(OJDP ICAC Task Forces) Pub. L. No. 113-76; 128 Stat. 5, 64		
1. STAFF CONTACT (Name & telephone number) Scott Pestridge (202) 514-5655	2. PROJECT DIRECTOR (Name, address & telephone number) Melissa Foley OAG Lead Grants Planner PO Box 12548 Austin, TX 78711-2548 (512) 463-0826	
3a. TITLE OF THE PROGRAM OJDP FY 14 Internet Crimes Against Children Task Force Invited Awards	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Texas Office of the Attorney General Southern ICAC Task Force		
5. NAME & ADDRESS OF GRANTEE Texas Office of the Attorney General PO Box 12548 Austin, TX 78711-2548	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 07/01/2012 TO: 06/30/2015	8. BUDGET PERIOD FROM: 07/01/2012 TO: 06/30/2015	
9. AMOUNT OF AWARD \$ 499,388	10. DATE OF AWARD 09/17/2014	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) Pursuant to Section 104 of the PROTECT Our Children Act of 2008, the ICAC Task Force shall 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educator, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency responses and partnerships to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available resource of such task force; 6) establish or adopt investigative and prosecution standards consistent with norms, to which such task force shall comply; 7) investigate, and seek prosecution on, tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System,		

OJP FORM 4000/2 (REV. 4-88)

the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The Texas Office of the Attorney General (OAG) recognizes the importance of expanding the capacity of the Texas OAG Internet Crimes Against Children (ICAC) Task Force. As a result, using OJJDP funds, the Texas Office of the Attorney General will be awarding several sub-awards to law enforcement affiliate agencies. These sub-awards will allow the individual law enforcement agencies to determine their own equipment and training priorities. In addition, the task force will continue to support one Investigator and two Forensic Examiners. This award will also allow the OAG ICAC to increase their investigatory and computer forensic capabilities by purchasing monitors and hardware to support operations.

NCA/CF



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 17, 2014

Mr. Daniel Hodge
Texas Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

Dear Mr. Hodge:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJD BJS OVC



OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

Agency Name KYLE POLICE DEPARTMENT	
Grant Contact Name, Phone and E-mail ADAM WATSON, 512-268-0859, AWATSON@CITYOFKYLE.COM	
City	KYLE
County	HAYS
TRAVEL	
Travel Total	
EQUIPMENT	
Mackbook Pro 16GB memory	\$ 2,500
Blackbag Technologies Blacklight Software	\$ 2,300
Cellebrite UFED	\$ 10,600
Digital Intelligence USB Bridge (SKU: W2400)	\$ 300
Digital Intelligence Forensic Card Reader (SKU: W2525)	\$ 80
Equipment Total	
	\$ 15,780
SUPPLIES	
Supplies Total	
OTHER DIRECT OPERATING EXPENSES	
FTK license renewal	\$ 1,250
EnCase license renewal	\$ 350
Other Direct Operating Expenses Total	
	\$ 1,600
TOTAL BUDGET	
	\$ 17,380

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
CONTACT CITY DEPARTMENT: Office of the Chief of Staff
CONTACT CITY STAFF: Josh Moreno, Grants Administrator

SUBJECT:

Authorize the execution of a grant contract between the Office of the Attorney General (OAG) and Kyle Police Department (Grantee) for the acceptance of grant funds not to exceed an amount of \$17,380 for the purchase of computer hardware and software equipment that support the United States Department of Justice Programs, the Office of Juvenile and Delinquency Prevention, and Internet Crimes Against Children Task Force Program (ICAC) as they seek to maintain and expand State and Regional ICAC task forces to address technology-facilitated child exploitation.

CURRENT YEAR FISCAL IMPACT:

This is a reimbursement type grant. The acceptance of this grant from the Office of the Attorney General (OAG) will require the City of Kyle to incur and pay for grant eligible expenditures first and subsequently request reimbursement from the grantor agency. All expenditures under this grant program will be initially charged to the Fiscal Year 2014-15 approved budget of the Police Department and transferred to the ICAC Grant Fund after reimbursement is received as follows:

1. City Department:	Police Department
2. Project Name:	Internet Crimes Against Children Program (ICAC)
3. Budget/Accounting Code(s):	To Be Determined
4. Funding Source:	ICAC Grant Fund
5. Grant Award:	\$ 17,380.00
6. Matching City Funds:	\$ 0.00
7. Total Funding:	\$ 17,380.00

FUNDING SOURCE OF THIS ACTION:

This grant award to the City of Kyle in the amount of \$17,380.00 for the Internet Crimes Against Children Program (ICAC) is provided by the Office of the Attorney General (OAG). The City Council's approval of this item will authorize staff to appropriate the full amount of the grant award, absorption from the approved budget of the Police Department of any expenditures determined to be ineligible for reimbursement by the grantor agency, and to begin incurring expenditures for the grant program.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 11/26/2014

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Convene Exec Session - Appointment of City Manager

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation:

Convene into executive session pursuant to Sec. 551.074 (Personnel Matters) and Sec. 551.071(2) (Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Gov't Code) to deliberate to take possible action to execute an employment contract with and appoint Scott Sellers as the city manager.

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Convene Exec Session - Pending
Litigation Cause No. 13-0894

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Convene into executive session pursuant to Section 551.071, Tex. Gov't Code (Consultation with attorney regarding pending litigation) concerning Cause No.13-0894, *Aqua Operations, Inc. v. City of Kyle*.

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Reconvene into Regular Session - Appointment of City Manager

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Reconvene into regular session to discuss and take possible action to execute an employment contract with and appoint Scott Sellers as the city manager.

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Reconvene into Regular Session -
Pending Litigation Cause No. 13-0894

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Reconvene into regular session to discuss and take possible action regarding pending litigation, specifically Cause No. 13-0894 *Aqua Operations, Inc. v. City of Kyle.*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download



CITY OF KYLE, TEXAS

Select Consultant to conduct the Five Year Economic Development Strategic Plan & Target Market Study

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Consider and take possible action to select a consultant to conduct the Five Year Economic Development Strategic Plan & Target Market Study in the amount of \$74,490 and direct the City Manager to bring a budget amendment at a future date in order to provide full funding for the study. ~*Diana Torres, Director of Economic Development*

Other Information:

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

[Fiscal Note](#)

[Memo for Council- 5 Yr ED Strategic Plan](#)

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: December 2, 2014
CONTACT CITY DEPARTMENT: Economic Development
CONTACT CITY STAFF: Diana Blank-Torres, Director

SUBJECT:

Consider and take possible action to select a consultant to conduct the Five Year Economic Development Strategic Plan & Target Market Study in the amount of \$74,490 and direct the City Manager to bring a budget amendment at a future date in order to provide full funding for the study.

CURRENT YEAR FISCAL IMPACT:

The fee paid under this professional services agreement to conduct the Five Year Economic Development Strategic Plan & Target Market Study in the amount of \$74,490 will require a budget amendment.

The Fiscal Year 2014-15 approved budget for the Economic Development Department includes funding in the amount of \$65,000 for the City's Economic Development Strategic Plan & Target Market Study. If City Council approves the selection of the consultant to conduct this study, staff will bring forward a budget amendment at a future date to provide full funding for the study.

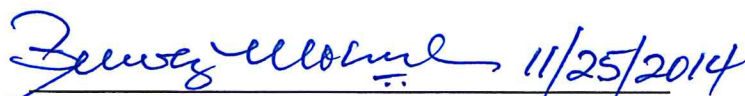
1. City Department:	Economic Development Department
2. Project Name:	Strategic Plan & Target Market Study
3. Budget/Accounting Code(s):	110-119-55322
4. Funding Source:	General Fund
5. Current Appropriation:	\$ 65,000.00
6. Unencumbered Balance:	\$ 65,000.00
7. Amount of This Action:	<u>\$ 74,490.00</u>
8. Budget Amendment Required:	<u>\$ 9,490.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for this professional service agreement will be provided from the Fiscal Year 2014-15 approved budget of the Economic Development Department (General Fund). Approval of this item will also authorize City staff to bring forward a budget amendment at a future date to provide full funding for the study.

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.


Perwez A. Moheet, CPA - Date
Director of Finance



MEMO

To: City Council

From: Diana Torres Director of Economic Development

Date: November 26, 2014

Re: 5 Year Economic Development Strategic Plan and Target Market Study

Economic Development & Tourism Committee Recommendation

At the November 19, 2014 Economic Development & Tourism Committee meeting, D. Inderman moved to recommend The Natelson Dale Group subject to a fee negotiation that would put the price more in line with the current budget without changing the scope of work. M. Gonzalez provided second; approved by unanimous vote.



CITY OF KYLE, TEXAS

Directive to staff re: Right Turn Lane Burleson and Center Street

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation:

Consider and take action to provide direction to staff regarding Freese and Nichols, Inc., Austin, Texas, performing additional coordination for the possible addition of a right turn lane at Burleson and Center Street. ~ *Leon Barba, P. E., City Engineer*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

- [Right turn lane at Burleson and Center Street](#)
 - [Burleson Fee Spreadsheet turn lane](#)
-

ADDITIONAL SERVICES

1. Develop plan sheets, coordinate, and process information through TxDOT for the relocation of controller box and signal poles.
2. Assist City with forms, agreements, permits that may need to be obtained by TxDOT for the relocation of controller box and signal poles in TxDOT ROW.

City of Kyle N Burleson St - Rt Turn Lane coordination 11/13/2014 Detailed Cost Breakdown	Project Fee Summary Basic \$ 7,598 Special \$ - Total Project \$ 7,598
--	--

Phase	Task	Employee	Basic Services																		Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort			
			Jessica Rodriguez	Sean Barry	Michael Maroquin	Brian King	Linda Huff	Jay Scanlon	Kimberly Patak	Scott Hübley	William Huff	Noe Ortiz	Brian Beach	Patrick Garnett	Anne Canal	Rebecca Musk	Trooper Smith	Jim Baddisher	Dawn Hatley	Billy Metzger						Kate Leafharwood	Dee Sims	Marcieth Heather
		Project Role	Project Manager	Project Engineer	CAD	GIS	Account Manager	Group Manager	PE	QC	EIT	CAD	Const. Serv. QC	Env. Sci	Site/Project Engineer	Project Engineer	Group Manager	QC	CAD Designer	Project Admin	Environmental	ROW agent	Archology					
		Hourly Bill Rate	\$225.92	\$138.19	\$75.34	\$121.90	\$234.05	\$204.81	\$175.32	\$181.19	\$111.48	\$149.06	\$158.95	\$157.62	\$169.76	\$132.38	\$244.08	\$228.42	\$124.43	\$113.95	\$96.98	\$98.95	\$75.62					
1	OBC0	FC 110 - Project Management (turn lane coordination)	24	8																6								
Total Basic Services Hours			24	8																6								
Total Basic Services Labor Effort			\$ 5,422	\$ 1,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	684	\$ -	\$ -	\$ -				

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Miles	Overnight Delivery	Other	Other	Tech Charge	Other	Other	Other	Other	Other	Other	Other	Other	Total Exp Effort	
1	OBC0	FC 110 - Project Management (turn lane coordination)	38							100														\$ 386
Total Basic Services Items			38							100														
Total Basic Services Expenses Effort			\$ 323	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 386

Phase	Task	Subconsultants	McGray & McGray	Sandison Appraisal	Rouse Realty Advisors	[Name 4]																		Total Sub Effort
1	OBC0	FC 110 - Project Management (turn lane coordination)																						\$ -
Total Basic Services Subconsultants Cost			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Basic Services Subconsultants Effort			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Item # 21



CITY OF KYLE, TEXAS

Staff Directive re Burleson Road project

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation:

Consider and take action to provide direction to staff regarding Freese and Nichols, Inc., Austin, Texas, performing an additional drainage study for areas contributing runoff to North Burleson road and the City's open channel in the vicinity of St. Anthony's Street. ~ *Leon Barba, P. E., City Engineer*

Other Information:

Legal Notes:

Budget Information:

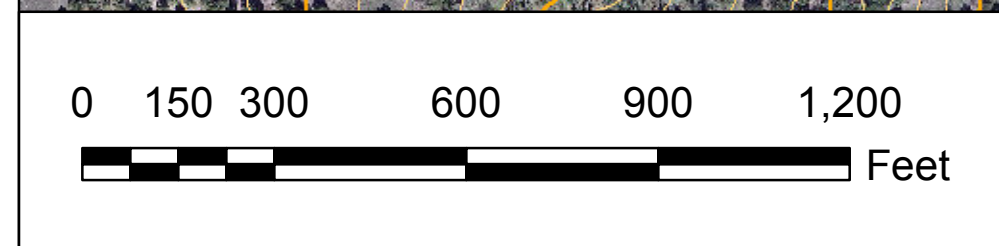
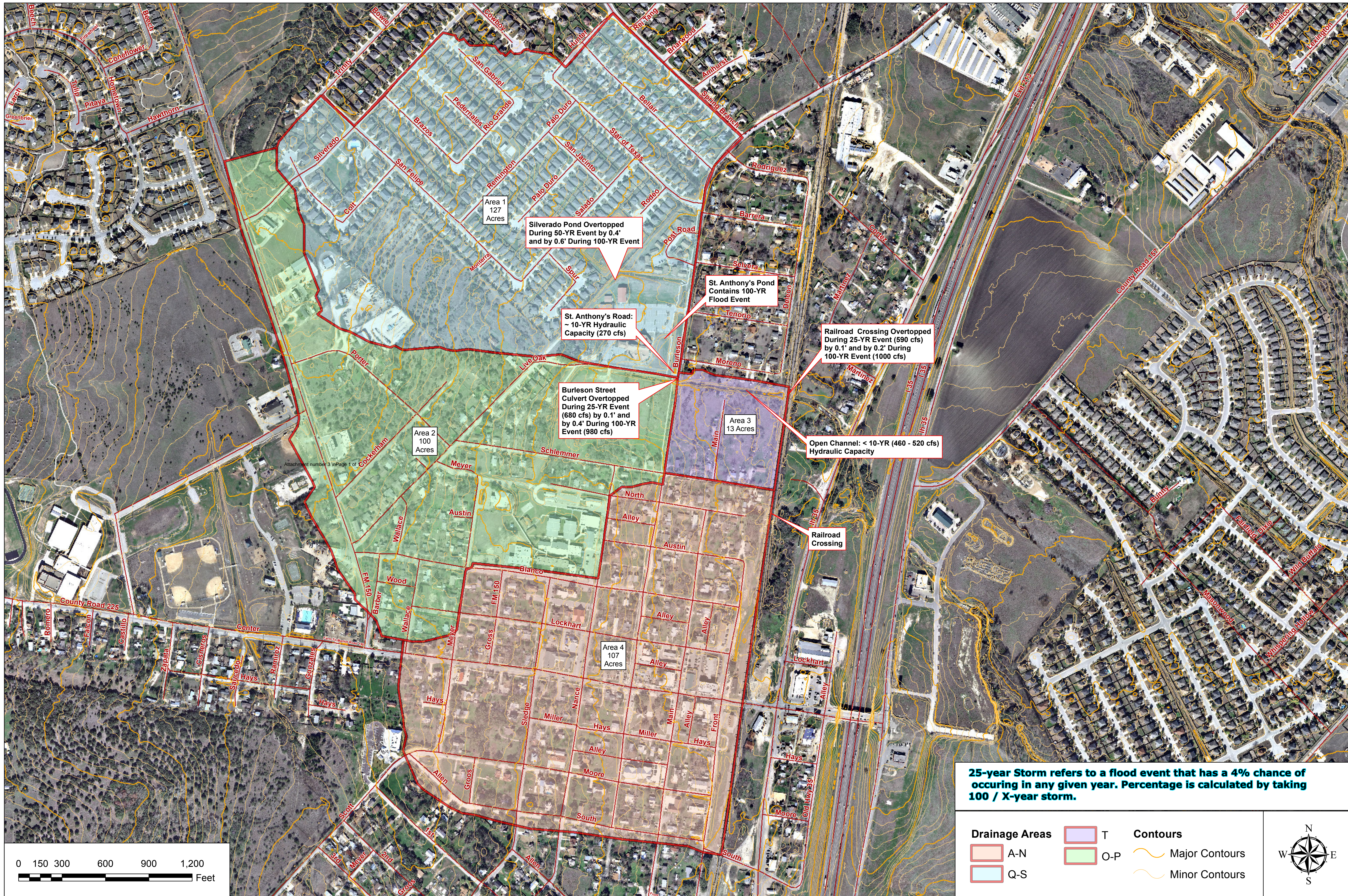
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Regional Drainage Scope](#)
 - [Burleson Fee Spreadsheet drainage analysis](#)
 - [Existing Drainage Conditions](#)
-

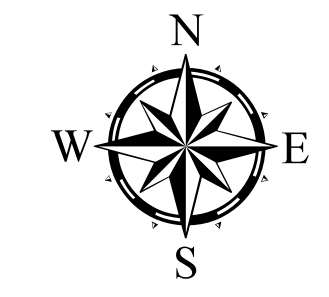
ADDITIONAL STORMWATER SERVICES

1. Coordination Meeting. - Attend up to two (2) progress meetings with City staff to discuss design goals and present project findings.
2. Hydrologic and Hydraulic Design Analyses. The following analyses shall be performed to reduce peak runoff and improve regional drainage conditions in the area bounded by Spring Branch Drive to the north, 100-foot west of Burleson Street, the railroad to the east, and Schlemmer Street to the south.
 - a. Determine the hydraulic capacity of the existing open channel between Burleson Street and the railroad for use in developing the target flow rate into the channel assuming no channel improvements.
 - b. Determine target pond volume based on target flow rate from Item 2a versus existing flow rate.
 - c. Modify the HEC-RAS model for the open channel to determine maximum channel capacity if channel improvements were implemented for the full 35' drainage easement width.
 - d. Determine target pond volume based on target flow rate from Item 2c versus existing flow rate.
 - e. Modify the existing conditions hydrologic model up to five (5) times to reflect various improvement combinations, including increasing capacity to existing infrastructure, runoff diversions, and pond and channel improvements. Modifications shall include:
 1. Develop conceptual grading plans for potential improvements to meet volume needs from Items 2b and d.
 2. Develop stage-storage-discharge rating curves for the pond(s) based on design survey, 2-foot topography, proposed grading, and site constraints.
 3. Modify the hydrologic model to reflect the proposed improvements and evaluate whether they meet design goals.
3. Alternatives Assessment. Evaluate up to five (5) proposed improvement configurations based on the following.
 - a. Evaluate hydraulic feasibility, public impacts, existing access or easements, stakeholder coordination, and permitting needs.
 - b. Develop preliminary opinion of probable construction cost;
 - c. Prepare pros and cons of each alternative;
 - d. Select a recommended alternative;
 - e. Summarize the findings in a technical memorandum.
4. PS&E. Development of PS&E for the selected alternative is not included in this scope.



25-year Storm refers to a flood event that has a 4% chance of occurring in any given year. Percentage is calculated by taking 100 / X-year storm.

- | | | |
|-----------------------|-----|-----------------|
| Drainage Areas | T | Contours |
| A-N | O-P | Major Contours |
| Q-S | | Minor Contours |



FN PROJECT NO. KYL14284
 DATE CREATED 10/30/2014
 DATUM & COORDINATE SYSTEM NAD83 State Plane (feet) Texas South Central
 FILE NAME Existing_Drainage_Conditions.mxd
 PREPARED BY SSJ

NORTH BURLESON STREET IMPROVEMENTS
Existing Conditions Drainage

FREESE AND NICHOLS
 FREESE AND NICHOLS, INC
 10431 Morado Circle, Suite 300
 Austin, TX 78759
 512-617-3100



CITY OF KYLE, TEXAS

Garcia - Exception from Code Chpt 41

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Consider and take possible action on a request by Mayra and Matias Garcia, 5120 Dacy Lane, for the purpose of granting an exception from City Code, Chapter 41, Section 41-82(e)(2) (minimum width at the front property line of 130 feet) for the purpose of dividing the Garcia property into two lots. ~ *Manuel De La Rosa, Director of Planning*

Planning and Zoning Commission voted 5-0 to recommend approval for the exception.

• PUBLIC HEARING

Other Information: Please see attachments

Legal Notes:

Budget Information: N/A


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

Attachments / click to download

[Staff memo with backup material](#)

MEMORANDUM

TO: Mayor and Members of Council

FROM: Manuel De La Rosa, Director of Planning 

DATE: November 24, 2014

SUBJECT: Garcia Subdivision ~ Exception Request (SFP-14-004)

Background/Site Information

Property owners Mayra and Matias Garcia of 5120 Dacy Lane have submitted a final plat for consideration. Staff's review identified a requirement that is not being met. The property is not located within the city limits; however, it is located within the City's ETJ and subject to certain City Codes. In accordance with the Code of Ordinance, Chapter 41 (Subdivision), Section 41-82(e)(2) lots shall have a minimum width at the front property line of 130 feet.

The property is proposed to be divided into two lots; Lot 1 will be 1.582 acres and Lot 2 will be 8.211 acres. The current home on the property will be located within Lot 1 which also includes the on-site sewage facility approved by Hays County Environmental Health. The existing septic system is situated on the property in a location that it creates the issue for the property owners to be unable to divide the property without incurring expense to relocate the septic system so that Lot 2 will meet the 130-foot frontage requirement.

Recommendation

On November 13, 2014 the Planning and Zoning Commission considered the matter and voted 5-0 to recommend approval to the City Council for the exception.

Attachments

- Homeowner requests an exception be granted (in accordance with Code of Ordinances, Chapter 41, Section 41-10 (Exceptions))
- Aerial photo of the property
- A proposed layout of the Garcia Subdivision showing the two lots
- A drawing of the septic system layout and approval from Hays County
- Excerpts from Chapter 41, Sections 41-10 (Exceptions) and 41-82 (Rural subdivision standards)

Garcia - subdivision.

5120 Dacy Ln Buda, TX. 78610 October 1, 2014

#(512) 698-7455 -

email: mayragarcia.21@gmail.com

To Whom It May Concern's.

I am writing this letter in reference to our property located at 5120 Dacy Ln. Buda TX. 78610. owners: Maya & Matt Garcia.

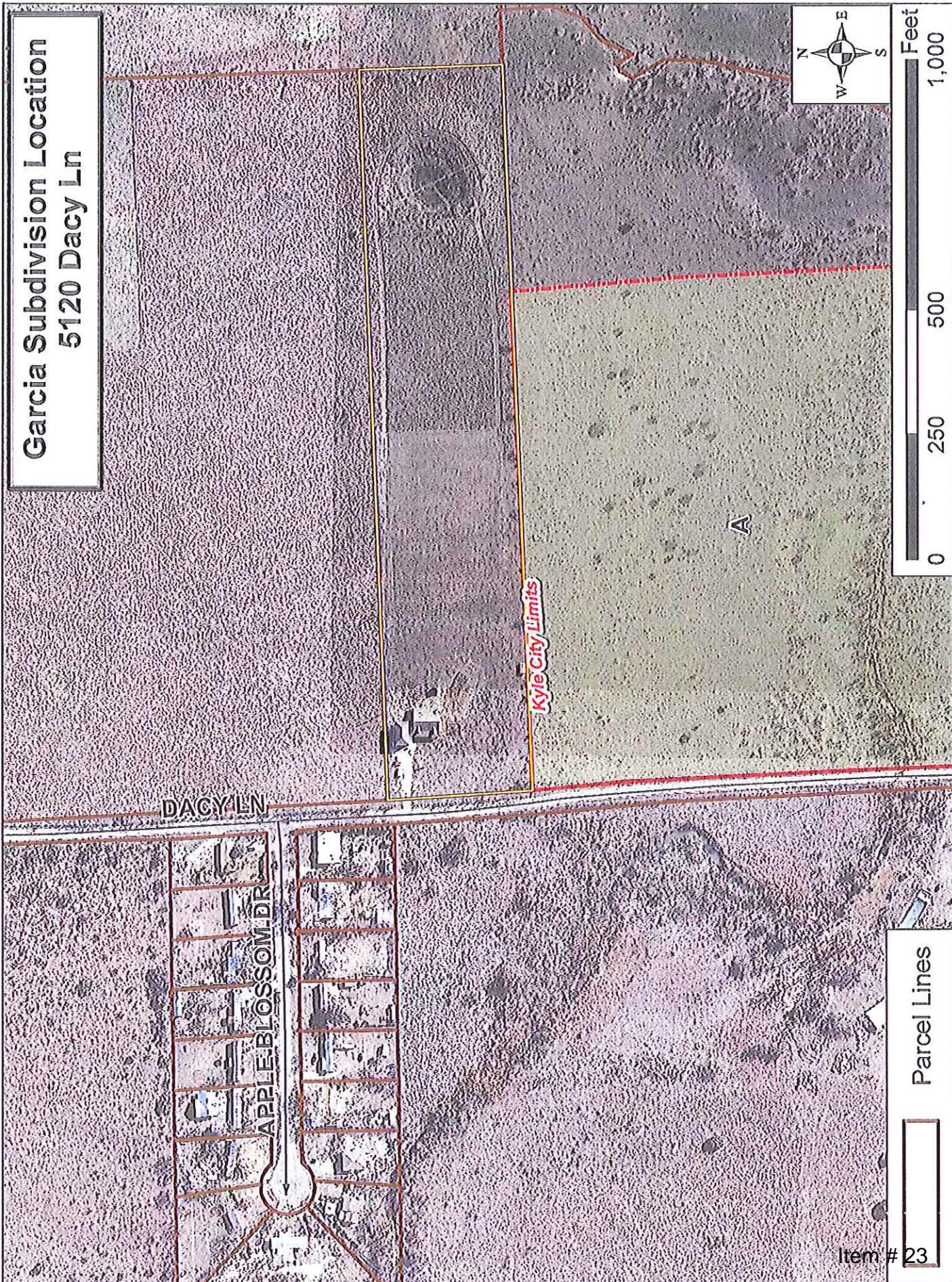
My husband and I own the 10 acres located at the above address, and recently decided we wanted to sell. We had our property re-surveyed to divide the property into 2 lots.

After we submitted our paperwork in July, we received notice that we had to leave a clearance of 130 feet in the front. After reviewing all of our options, our surveyor and us determined we cannot leave that clearance due to the septic tank. The septic tank is located on Lot 1, is at an angle, therefore it cuts into the 130 feet clearance

what the City of Kyle is requesting
Both my husband and I do not
have any issues following any
city codes or guidelines, however
this is one thing neither I nor
him can control. After, re-evaluat-
ing, we have determined the
most we can clear is around
90-100 feet. Please advise us
what we can do to fix
anything else needed. I
appreciate all of your time
and everyone's efforts.

Sincerely
Mr & Mrs Garcia

Garcia Subdivision Location
5120 Dacy Ln



Parcel Lines

Item # 23

296.08'

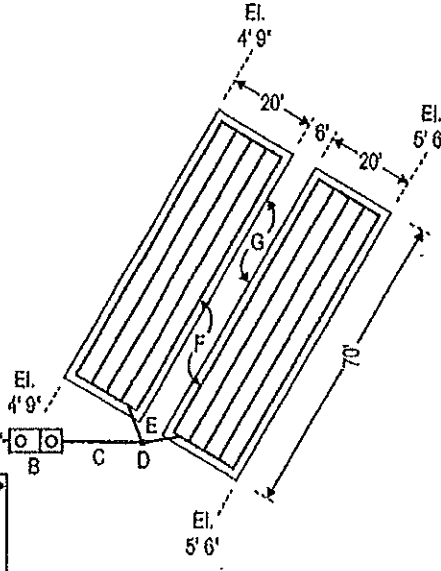
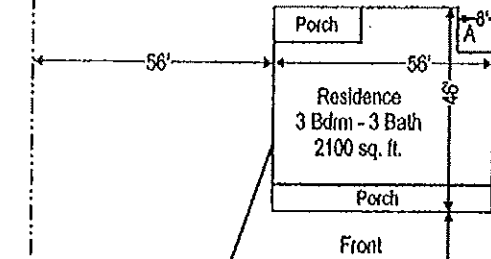
SCALE: 1 inch = 40 feet

LEGEND

- A - Two-way Cleanout
- B - 750 gal. 2/C Septic Tank
- C - Supply Line - Sch. 40 - 4 in.
- D - Alternating Valve (Bull Valve)
- E - Supply Line from Valve to Laterals
- F - Lateral Lines (5) per Bed - each 66 ft.
- 4 in. perforated pipe - on 4 ft. centers.
- G - Unlined ET Beds - 20 ft. x 70 ft.
- H - Water Line
- I - Water Meter

North

Down Slope



{ Installer must comply with all clearance requirements. }

1477.91'

1477.91'

296.08'

Dacy Lane



Clifford J. Conner

R. S. #1061
OS7431



09/03/04 08:55 AM

Hays County Environmental Health NOTICE OF APPROVAL FOR ON-SITE SEWAGE FACILITY

THIS IS TO CERTIFY that the on site sewage facility located at:

OSSF #: 2004 - 20225120 DACY LN, BUDA TX 78610

Grid:

Block: Lot:

meets or exceeds the basic requirements established by the County.

LICENSE TO OPERATE this facility is hereby granted to the owner. This license simply grants permission to operate this facility; it does not guarantee its successful operation. Routine maintenance and proper functioning are the sole responsibility of the owner.

KEEP THIS LICENSE with important papers. You may need it when selling your house or if a malfunction occurs

Tank Type: Concrete BoxValve: Bull RunMax Flow: 240 gallons/dayTank Size: 750 gallonsDrainfield Size: 2800 sq. ft.Installed By: GUTIERREZ, CORNELIOEngineered By: CONNER, JIM

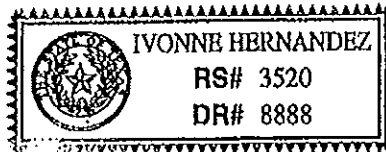
The above referenced private sewage facility has been inspected by the Hays County Health Department for compliance with the Rules of Hays County and, based on information provided in the application, has been found to comply with the requirements of those Rules.

NOTE: This certification does not extend to the materials, workmanship or fabrication of the private sewage facility so as to express or imply to the owner or installer of the facility any warranty by or rights against Hays County or any of its agencies, as to the quality or durability of the facility nor compliance with the owner's individual specifications and requirements, but solely relates to the facility meeting the requirements of Hays County in effect as of this date.

NOTE: This approval simply grants permission to operate this facility; it does not guarantee its successful operation. Routine maintenance and proper functioning are the sole responsibility of the owner.

NOTE: This approval remains in effect until such time as there is evidence that this facility is not operating properly and may constitute a threat to the health of the people of Hays County.

The specified backfill should not be altered or covered in any way except for sodded grass or grass seeded cover to promote evaporation. All plumbing in the house should be kept in good repair to minimize flooding of the drainfield.



COPY

Date of Final Inspection: 09/02/04Issued this date: 9/3/04

Ivonne Hernandez
Sanitarian

Allen H. Walker
Director, Environmental Health

Item # 23

VI



Hays County Environmental Health

1251 Civic Center Loop
San Marcos TX 78666-
(512) 393-2150

AUTHORIZATION TO CONSTRUCT
**** VALID FOR ONE YEAR FROM DATE OF PURCHASE ****

Date: 8/19/2004

Permit #: 2004 - 2022

Date purchased: 8/18/2004

Expiration date: 8/18/2005

Owner's Name: **GARZA, TOMMIE**

5120 DACY LN, BUDA TX 78610

Block: Lot:

AUTHORIZATION IS HEREBY GIVEN TO CONSTRUCT AN ON-SITE SEWAGE FACILITY ON THE ABOVE DESCRIBED PROPERTY WITH THE FOLLOWING SPECIFICATIONS:

Tank Capacity: 750 gallons

Pump tank reserve capacity: 0 gallons

Design Flow: 240 gpd

Drainfield: Evapo-Transpiration

Drainfield / Sprayfield Size: 2800 sq. ft.

ALTERNATIVE SYSTEM REQUIREMENTS:

Designed By: CONNER, JIM

Refer to the designer's plans for system specifications.

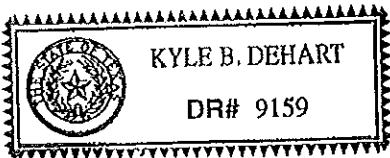
Plan Date: 8/17/2004

Date of Revision:

Contact Health Department and designer for required inspections.

TRENCHES 18"-32" MAX.

NOTE The on-site sewage facility construction must meet all TNRCC Regulations and this County's Rules for On-Site Sewage Facilities. If unforeseen and/or adverse conditions are encountered (including, but not limited to excessive rock, seepage, or high water table) stop construction and contact the Licensing Authority. A revised construction permit may be issued.



[Handwritten Signature]

Signed

[Handwritten Date]

Date

* THIS PERMIT IS NON-TRANSFERABLE.

8/19/2004 01:32 PM R-69

Item # 23

**Conner Wastewater Design,
Inc.**

Registered Sanitarian #1061
Site Evaluator #OS7431
769 Boggy Creek Road
Lockhart, Texas 78644

OWNER: Mr. Matt Garcia
5120 Dacy Lane
Buda, Texas 78610
10.009 Acre Tract - J. B. Eaves Survey - Rec Vol 246 Pg 194

Unlined Evapotranspiration OSSF

City of Kyle – Code of Ordinances – Excerpts from Chapter 41 (Subdivision)

- **Sec. 41-10. - Exceptions.**

(a)

It is the expressed intent of this chapter that all sections and parts should be complied with, except in those instances when the provisions of this section are applicable. It is further the intent of this chapter that the granting of an exception to this chapter (i.e., a variance from the requirements hereof) shall not be a substitute for the amending of this chapter.

(b)

The planning and zoning commission may recommend to the council that an exception from these regulations be granted when, in its opinion, undue hardship will result from requiring strict compliance. In considering, recommending and granting an exception, either the planning and zoning commission or the council shall prescribe such conditions that it deems necessary or desirable in the public interest. In making the findings required in subsection (c) of this section, both bodies shall take into account, at least, the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such exception upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

(c)

No exception shall be granted unless the following conditions are met:

(1)

That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would have a substantial adverse impact on the applicant's reasonable use of his land;

(2)

That the granting of the exception will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and

(3)

That the granting of the exception will not have the effect of preventing the orderly subdividing of other land in the area in accordance with the provisions of this chapter.

(d)

Such findings of the planning and zoning commission and council, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the meeting at which such exception is recommended and granted.

(e)

Exceptions may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice served.

(Ord. No. 296, art. I, § 10, 10-1-1996; Ord. No. 439, art. I, § 10, 11-24-2003)

- **Sec. 41-82. - Rural subdivision standards.**

(a)

Purpose. The provisions of this section are designed and intended to permit development of undeveloped agricultural land while preserving the rural character of the area until such time as

development of a more intensive urban nature is appropriate and can be supported by the necessary public facilities and services. These design standards modify, and/or reinforce other requirements found in these regulations. By qualifying other particular requirements of these regulations, these rural subdivision design standards ensure minimum conditions for establishing a low density rural living environment while providing the necessary foundation upon which more intensive urban development can occur in the future.

(b)

Applicability. The requirements contained in this section shall apply to all land within the jurisdictional limits of the city that is outside the utility service area of the city for water and/or wastewater services, and for which the provision of such services will be accommodated through the use of individual, privately owned systems. No land or property within the city's certificated service area shall be entitled to be developed pursuant to this section, except upon a waiver given by the city council. Further, except as specifically qualified in this section, all other standards, terms, conditions and provisions of this chapter shall apply to such rural subdivisions.

(c)

Streets. All streets within rural subdivisions shall be designed and constructed in accordance with the requirements for rural streets set forth in the city's construction standards and specifications for roads, streets, structures, and utilities. The right-of-way required shall be the same as for all other subdivisions.

(d)

Blocks. Blocks in rural subdivisions shall not exceed 1,500 feet in length and shall adequately accommodate two tiers of lots arranged back to back.

(e)

Lots. All lots in rural subdivisions shall:

(1)

Be greater than one acre in area;

(2)

Have a minimum width at the front property line of 130 feet; and

(3)

Be designed so that all access is provided from a local street except access may be permitted from a major thoroughfare or street; state highway, farm to market road or ranch road; or numbered/or named county roadway if a minimum driveway centerline spacing of 200 feet is provided between driveways.

(f)

Easements and dedications. In addition to all other right-of-way dedications and/or easements required by this chapter, all rural subdivisions shall be required to dedicate not less than an additional ten feet of right-of-way along that portion of all property abutting:

(1)

Major thoroughfares;

(2)

State highways, farm to market or ranch roads; or

- (3)
Numbered county roads.

(g)

Utilities.

(1)

Wastewater collection systems. For all rural subdivisions where public wastewater utility services are not available, the city reserves the right to require the installation of improvements required for nonrural subdivisions in accordance with the provisions of these subdivision regulations, when public wastewater services are available within one-quarter mile of the subdivision, the city is coordinating with the private sector to extend a public wastewater system to within one-quarter mile of the subdivision within two years, or the extension of urban services to within one-quarter mile of any portion of the subdivision is scheduled in the city's capital improvements program to occur within five years from the date of preliminary plan approval.

(2)

Water distribution system. To enhance the overall efficiency and service level for water distribution in rural subdivisions, the city will cooperate with existing nonmunicipal water utility providers in the city's extraterritorial jurisdiction. Through joint coordination and planning both the city and the nonmunicipal water utilities will work towards ensuring the availability throughout the jurisdiction of this chapter of a water distribution system that satisfies the fire flow requirements.

a.

Rural subdivisions designed for other than single-family detached residential development shall satisfy the applicable state and city fire flow standards;

b.

All single-family detached residential rural subdivisions shall install water distribution system improvements meeting the design requirements of this chapter, and:

1.

Where a public water system capable of providing required fire flows to the development is located within one-quarter mile of any part of the subdivision, then it shall be the responsibility of the developer to extend service and connect to the public utility in order to provide fire protection to the development; or

2.

For all rural subdivisions, which are not to be served by a public water supply, the subdivider must show proof of a safe and adequate water supply.

(h)

Additional provisions. In addition to any and all other provisions of this chapter, prior to any resubdivision of a rural subdivision being approved by the city, the level of improvements and urban services required by this chapter for nonrural subdivisions shall be available to and satisfied by the resubdivided property.

(Ord. No. 296, art. III, § 5, 10-1-1996; Ord. No. 439, art. III, § 5, 11-24-2003)



CITY OF KYLE, TEXAS

Meeting Date: 12/2/2014
Date time: 7:00 PM

Consider and Approve a Resolution Adopting the City's Investment Policy

Subject/Recommendation: Consider and approve a Resolution adopting the City of Kyle's updated Investment Policy as proposed by the City's Investment Advisor First Southwest Asset Management, Inc. ~ *Perwez A. Moheet, CPA, Director of Finance*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

- [Resolution](#)
 - [Investment Policy](#)
-

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ADOPTING AN INVESTMENT POLICY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Texas Public Funds Investment Act, Section 2256.005 requires that the governing body of an investment entity shall adopt by rule, order, resolution, ordinance, or as appropriate, a written Investment Policy regarding the investment of its funds and funds under its control, and,

WHEREAS, the Texas Public Funds Investment Act requires that the Investment Policy, including a list of authorized investments and investment strategies, must be approved annually, and,

WHEREAS, the attached Investment Policy complies with the provisions of Texas Public Funds Investment Act.

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

Section 1. Findings. The City Council of the City of Kyle finds that:

- A. As required by the Texas Public Funds Investment Act, the City Council has reviewed the Investment Policy and related investment strategies and that the revised Investment Policy made part of this City Council Resolution so adopted records any changes made to the City’s Investment Policy and or investment strategies.
- B. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Investment Policy of the City of Kyle is hereby adopted in compliance with the requirements set forth in the Texas Public Funds Investment Act.

Section 3. Effective Date. This City Council Resolution of the City of Kyle, Texas shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of the said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

FINALLY PASSED AND APPROVED ON THIS THE _____ DAY OF DECEMBER
2014.

THE CITY OF KYLE, TEXAS

R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary

INVESTMENT POLICY

CITY OF KYLE, TEXAS



Revised & Adopted:

December ____, 2014

INVESTMENT POLICY

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I. PURPOSE

It is the policy of City of Kyle, Texas that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Ordinance requirements, formal Investment Policy and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

A. Formal Adoption

This Investment Policy is authorized by the City of Kyle City Council in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, as amended, which requires the adoption of a formal written Investment Policy

B. Scope

This Investment Policy applies to all of the investment activities of the City of Kyle, including but not limited to investment of general funds, reserve funds, interest and sinking funds and bond funds. Retirement funds are not governed by this policy. This Policy establishes guidelines for who can invest City funds, how City funds will be invested, and when and how a periodic review of investments will be made. In addition to the guidelines of this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed in accordance with their governing resolution and all applicable State and Federal Law.

C. Review and Amendment

This written investment policy and related fund strategies shall be reviewed annually by the City Council. Amendments must be approved and adopted by the City Council. The City Council shall adopt a written resolution stating that it has reviewed the investment policy and investment strategies.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether from security defaults or erosion of market value.

The City shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by collateralization as required by law; and through portfolio diversification by maturity and type.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; maintaining appropriate portfolio diversification; and by investing in eligible money market mutual funds and local government investment pools.

A security may be liquidated to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

C. Return on Investments

The City shall invest local funds in investments that yield a competitive market rate of return while providing necessary principal protection consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market rate and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

III. RESPONSIBILITY AND STANDARD OF CARE

A. Delegation of Authority

The Director of Finance shall be the “Investment Officer” of the City. The Investment Officer is authorized by the City Council to cause the investment of all available funds consistent with this policy. In the absence of the Director of Finance, the City Manager shall serve as the Interim Investment Officer. The City Council may also appoint additional Investment Officer(s) by resolution. Because of the various duties and responsibilities related to managing the investment portfolio, the Director of Finance may delegate specific duties and responsibilities to other finance department employees; however, no person shall engage in an investment transaction except as provided under the terms of this policy.

B. Standard of Care

The standard of care used by the City shall be the “prudent investor rule” as set forth in Tex. Gov’t Code Ann. Sec. 2256.006, and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Prudent Investor Rule states that:

“Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

Investment of funds shall be governed by the following investment objectives, in order of priority:

- 1) preservation and safety of principal,
- 2) liquidity, and
- 3) yield

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability. The designated Investment Officers shall adhere to the City of Kyle Investment Policy and Ethic Ordinance.

C. Conflict of Interest

The designated Investment Officers shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the City a statement disclosing any personal business relationship with any business or individual seeking to sell investments to the City, or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City. For purposes of this subsection, an Investment Officer has a personal business relationship with a business organization if:

- 1) The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- 2) Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- 3) The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

D. Establishment of Internal Controls

The Director of Finance shall establish written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this policy, fraud, employee error, misrepresentation by third-parties, or imprudent actions by employees and officers of the City.

Duties related to investment activities will be delegated so that segregation of duties will be maintained with respect to purchasing, recording, authorizing and reconciling investment accounts. All investment transactions must be authorized by the Director of Finance.

IV. INVESTMENT ADVISORS AND BROKER / DEALERS

A. Investment Advisors

The Finance Director may select an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker compliance, security selection, competitive bidding, security reporting and documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

Investment Advisors shall agree that investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the City.

The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

Investment Advisors shall additionally prepare, at least on a quarterly basis, a comprehensive portfolio report that includes, at a minimum, the following information:

- ✓ Current portfolio status,
- ✓ Transactions and activity for the period,
- ✓ Investment maturity schedule,
- ✓ Security-type allocation,
- ✓ Income earned,
- ✓ Yield analysis (including benchmarks), and
- ✓ Book value versus market value comparison.

B. Broker / Dealer Selection and Due Diligence

The City shall establish a list of approved broker/dealers, which qualify under SEC rule 15C3-1 (uniform net capital rule) from which it will conduct security transactions. Each prospective business organization must provide current financial statements, resumes of key sales personnel and a completed broker/dealer questionnaire. The Financial condition of each qualified firm shall be reviewed annually.

In addition, business organizations eligible to transact investment business with the City shall be presented a written copy of this Investment Policy. Additionally, the qualified representative of the business organization offering to engage in an investment transaction with the City shall execute a written instrument in a form acceptable to the City and the business organization substantially to the effect that the business organization has:

- 1) Received and reviewed the investment policy of the City; and
- 2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

The City shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

The City Council shall, at least annually, review, revise, and adopt a list of qualified Investment Providers that are authorized to engage in investment transactions with the City.

If the City has contracted with an Investment Advisor, the advisor shall be responsible for performing financial due diligence on the City's behalf. The advisor will annually provide the City with a list of authorized Broker/Dealers as well as the written acknowledgement above.

V. AUTHORIZED INVESTMENTS

A. Eligible Investments

City funds governed by this Policy may be invested in:

- 1) Obligations of the United States or its agencies and instrumentalities, *excluding* mortgaged backed securities, collateralized mortgage obligations, and real estate mortgage investment conduits.
- 2) Direct obligations of the State of Texas or its agencies and instrumentalities;
- 3) Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
- 4) Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;
- 5) Fully collateralized repurchase agreement having a defined termination date; placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas; and secured by obligations described by a combination of cash and securities listed in 1- 4 above and pledged with a third-party selected or approved by the City; and having a market value of not less than the principal amount of the funds disbursed. The term repurchase agreement includes reverse repurchase agreements. Repurchase agreements must also be secured in accordance with State law.

Each counter party to a repurchase agreement is required to sign a copy of the Security Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement as approved by the City. An executed copy of this Agreement must be on file before the City will enter into any transaction with a counter party.

- 6) Certificates of deposit must be issued by a depository institution that has its main office or a branch office in the state of Texas that are:
 - Guaranteed or insured by the FDIC or its successors; or
 - Secured by obligations that are described by 1-4 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities that have a market value of not less than the principal amount of the certificates; or
 - Secured in any other manner provided by law for deposits of the City; or
 - Governed by a Depository Agreement that complies with Federal and State regulation to properly secure a pledged security interest.
- 7) Money market mutual funds regulated by the Securities & Exchange Commission, with a dollar weighted average portfolio maturity of 60 days or less that fully invest dollar-for-dollar all City's funds without sales commissions or loads and, whose investment objectives include seeking to maintain a stable net asset value of \$1 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund or exceeds 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in money market mutual funds;
- 8) Commercial paper with a stated maturity of 270 days or less from the date of issuance and rated no less than A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies;
- 9) Local government investment pools organized and operating in compliance with the Interlocal Cooperation Act, as amended, whose obligations are exclusively of the obligations that are described by 1-7 above and whose investment philosophy and fund strategy is consistent with this policy.

To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA or AAA-m, or an equivalent rating by at least one nationally recognized rating service.

In addition, an investment pool must furnish an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- the types of investments in which money is allowed to be invested;
- the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

- the maximum stated maturity date any investment security within the portfolio has;
- the objectives of the pool;
- the size of the pool;
- the names of the members of the advisory board of the pool and the dates their terms expire;
- the custodian bank that will safekeep the pool's assets;
- whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- the name and address of the independent auditor of the pool;
- the requirements to be satisfied for the City to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
- the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the City under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the City:

- Investment transaction confirmations; and
- A monthly report that containing the following information:
 - ✓ the types and percentage breakdown of securities in which the pool is invested;
 - ✓ the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - ✓ the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - ✓ the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - ✓ the size of the pool;
 - ✓ the number of participants in the pool;
 - ✓ the custodian bank that is safekeeping the assets of the pool;

- ✓ a listing of daily transaction activity of the entity participating in the pool;
- ✓ the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
- ✓ the portfolio managers of the pool; and
- ✓ any changes or addenda to the offering circular.

B. Ineligible Investments

The following are not authorized investments for the City:

- 1) Obligations whose payments represent the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
- 2) Obligations whose payments represent the principal stream of cash flow from the underlying mortgage-backed security collateral and pays no interest (PO's);
- 3) Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
- 4) Collateralized mortgage obligations whose interest rates are determined by an index that adjusts opposite to the changes in the market index (Inverse Floaters).

C. Downgrade Provision for Investment Ratings

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The City shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research, or with the assistance of investment advisors, broker dealers, banks or safekeeping agents.

VI. SAFEKEEPING AND COLLATERALIZATION

A. Delivery versus Payment Requirement

The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the City's Safekeeping Agent. By so doing, City's funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

B. Safekeeping Agreement

The City shall contract with a bank, or banks, for the safekeeping of securities either owned by the City as a part of its investment portfolio or as part of its depository agreements. All collateral

securing bank and savings bank deposits must be held in the City's name by a third-party banking institution acceptable to and under contract with the City, by the Federal Reserve Bank.

Evidence of perfected ownership shall be provided through monthly safekeeping statements which shall be promptly reconciled to internal investment records.

C. Collateralization

Consistent with the requirements of State law, the City requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City's Depositories will be required to sign a Depository Agreement with the City and the City's safekeeping agent. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) The Agreement must be in writing;
- 2) The Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- 3) The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the City;
- 4) The Agreement must be part of the Depository's "official record" continuously since its execution.

D. Required Collateral Levels

- 1) Certificates of Deposit
The market value of the principal portion of collateral pledged for certificates of deposit must at all times be equal to or greater than the par value of the certificates of deposit plus accrued interest, less the applicable level of FDIC insurance.
- 2) Repurchase Agreements
A repurchase agreement's security value shall be the par value plus accrued interest, and the security's market value must be maintained as a minimum of 102% of the principal value of the repurchase agreement.

E. Monitoring Collateral Adequacy

- 1) Certificates of Deposit
The City shall require monthly reports with market values of pledged securities from all financial institutions with which the City has collateralized deposits. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

- 2) Repurchase Agreements
Weekly monitoring by the Investment Officer(s) of market values of all underlying securities purchased for City repurchase transactions is required. More frequent monitoring may be necessary during periods of market volatility.

F. Additional Collateral and Securities

- 1) Certificates of Deposit
If the collateral pledged for a deposit falls below the par value of the deposit, plus accrued interest and less FDIC insurance, the institution holding the deposit will be notified by the Investment Officer(s) and will be required to pledge additional securities no later than the end of the next succeeding business day.
- 2) Repurchase Agreements
If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officer(s) will request additional securities. If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.

G. Collateral Substitution

Collateralized deposits often require substitution of securities. Substitution is permitted if the substitution maintains a pledged value equal to or greater than the required security level. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense.

VII. REPORTING

A. Required Reports

Investment performance will be monitored and evaluated by the Investment Officer(s). The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officer(s) to the City Council. This investment report shall:

- 1) Describe in detail the investment position of the City,
- 2) Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
 - ✓ beginning market value for the reporting period;
 - ✓ ending market value for the period; and
 - ✓ fully accrued interest for the reporting period;
- 3) State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

- 4) State the maturity date of each separately invested asset that has a maturity date;
- 5) State the account or fund or pooled group fund for which each individual investment was acquired; and
- 6) State the compliance of the investment portfolio with the City's Investment Policy and strategy and the Public Funds Investment Act.

B. Market Pricing

The investment portfolio will be marked to market monthly. These sources may include, but are not limited to, the City's Investment Advisor, the Wall Street Journal, Bloomberg and the City's safekeeping agent.

C. Compliance Audit

The City, in conjunction with its annual financial audit, shall require a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies. If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer(s) shall be formally reviewed at least annually by an independent auditor, and the result of the compliance audit shall be reported to the City Council.

D. Performance Measurement

The City will normally seek to invest its funds with an average maturity of one year or less. As a result, an appropriate benchmark to gauge relative performance shall be the one year Constant Maturity Treasury (CMT).

E. Strategic Planning and Finance Committee

The Strategy Planning and Finance Committee shall meet quarterly to review investment performance and strategy, serving as the investment advisory committee to the City Council.

VIII. INVESTMENT OFFICER TRAINING

All those designated as Investment Officers by the City Council must attend at least one training session relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and attend an investment training session not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities from an independent source approved by the City Council or the Strategic Planning and Finance Committee.

Training under this section must be provided by an independent source and approved by the City Council. Appropriate training shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

IX. INVESTMENT STRATEGIES

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment strategies by fund are as follows:

A. Operating Funds

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short-to- medium term securities which will complement each other in a laddered structure. The dollar-weighted average maturity of 18 months or less will be calculated using the stated final maturity dates of each security and the maximum allowable maturity shall be five years.

B. Bond Proceeds

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the “temporary period,” as defined by Federal tax law. During the temporary period, which is generally three years for capital projects, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds are subject to yield restriction and shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. The maximum maturity for all bond proceeds shall not exceed the anticipated project spending dates. Interest in excess of the allowable arbitrage earnings will be segregated and made available for necessary payments to the US Treasury.

C. Debt Service Funds

Investment strategies for Debt Service Funds shall be to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

D. Bond Reserve Funds

Market conditions, Bond Ordinance constraints and Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue.

E. **Other Funds**

The anticipated cash requirements of other City funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based upon market conditions. Policy compliance, City financial condition, and other risk return constrains will be considered when formulating investment strategy. Maximum maturity shall not exceed five years.

Glossary of Cash Management Terms

Accretion – common investment accounting entry in which the book value of securities purchased at a discount are gradually written up to the par value. The process has the effect of recording the discount as income over time.

Accrued Interest – Interest earned, but not yet paid, on a bond.

Agency – See Federal Agency

Amortization – common investment accounting entry in which the book value of securities purchased at a premium are gradually written down to the par value.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Benchmark – Index used to compare risk and performance to a managed portfolio.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value – The original acquisition cost of an investment plus or minus the accrued amortization or accretion.

Broker – A financial firm that brings securities buyers and sellers together in return for a fee. The term “broker” is often used interchangeably with “dealer” to refer to a seller of investment securities.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Cash Settlement - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO) – A derivative mortgage-backed security (MBS) created from pools of home mortgage loans. A single MBS is divided into multiple classes, each class containing a unique risk profile and security characteristics. A number of CMO classes are expressly prohibited by Texas State law.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 1 to 270 days. Commercial paper must carry a minimum rating of A1P1 in order to be eligible under the Texas Public Funds Investment Act.

Constant Maturity Treasury (CMT) – A calculated average released by the Federal Reserve of all Treasury yields along a specific maturity point. This calculation is frequently used as a benchmark for conservative government portfolios.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Derivative – Financial instruments whose value is derived from the movement of an underlying index or security.

Dealer – A dealer, as opposed to a broker, acts as a principal in all securities transactions, buying and selling for their own account. Often times, the terms “broker” and “dealer” are used interchangeably to refer to a seller of investment securities.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for securities at the time of delivery either to the purchaser or his/her custodian.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Dollar Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio.

Fair Market Rate – A documented and verifiable rate of interest which approximates the average rate which could have been earned on similar investments at the time of the transaction.

Federal Agency – A debt instrument, either fully guaranteed or sponsored by the U.S. government. The typical definition of agency includes the government sponsored enterprises of Fannie Mae, Freddie Mac, the Federal Farm Credit Bank (FFCB) and the Federal Home Loan Bank (FHLB).

Federal Deposit Insurance Corporation (FDIC) - A federal agency that insures bank deposits, currently up to \$250,000 per account (thru December 31, 2013). Public deposits that exceed this amount must be properly collateralized with investment securities or insured through a surety bond.

Interest Rate - See "Coupon Rate."

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

Interlocal Cooperation Act –Law permitting joint participation by local governments providing one or more government functions within the State. This law (Section 791.001 et seq. of the Texas Government Code ("the Act")) has allowed for the creation of investment pools in Texas.

Investment Advisors Act of 1940- Law which requires all Investment Advisors to be registered with the SEC in order to protect the public from fraud.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

Investment Pool – An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

Liquidity – A liquid investment is one that can be easily and quickly converted to cash without substantial loss of value. Investment pools and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - A security's par amount multiplied by its market price.

Master Repurchase Agreement – A written contract covering all future transactions between the two parties to a repurchase agreement.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mortgage-Backed Security (MBS) – Security backed by pools of home loan mortgages.

Financial Industry Regulatory Authority (FINRA) - formerly the National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value (NAV) – The value of a mutual fund or investment pool at the end of the business day. NAV is calculated by adding the market value of all securities in a fund or pool, deducting expenses, and dividing by the number of shares in the fund or pool.

Offer - An indicated price at which market participants are willing to sell a security. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically \$1,000 per bond. A security's par value is multiplied by its coupon rate to determine coupon payment amount.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Primary Government Securities Dealer (Primary Dealer) – One of 21 (as of 12/2011) large government securities dealers who are required to submit daily reports of market activity and monthly

financial statements to the New York Federal Reserve Bank. Primary Dealers are required to continually “make a market” in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Regular Way Delivery - Securities settlement that calls for delivery and payment on the third business day following the trade date (T+3); payment on a T+1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

Repurchase Agreement (repo or RP) - An agreement by one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Swap - Trading one asset for another.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes - Intermediate U.S. government debt securities with maturities of two- to 10-years and issued in denominations ranging from \$1,000 to \$1 million or more.

Uniform Net Capital Rule - SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

Volatility - A degree of fluctuation in the price and valuation of securities.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield Curve - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities – Securities issued at a discount which make no periodic interest payment. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 12/2/2014
Date time: 7:00 PM

Subject/Recommendation: Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *James R. Earp, CPM, Acting City Manager*

- Employee Appreciation and Awards Banquet

Other Information:

Legal Notes:

Budget Information:

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