

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 3/17/2015, at Kyle City Hall, 100 West Center Street, Kyle, Texas for the purpose of discussing the following agenda.

Posted this 13th day of March, 2015 prior to 7:00 p.m.

I. Call Meeting To Order

II. Approval of Minutes

1. City Council Regular Meeting - March 3, 2015 ~ *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

2.
 - Update on downtown water and sewer improvements.
 - Discuss road repairs including Bunton and Lehman Roads. ~ *Harper Wilder, Director of Public Works*

 [Attachments](#)

V. Consent Agenda

3. (*Second Reading*) An ordinance amending chapter 53, Article VI, sec. 53-1047 (authorized conditional uses) of the Code of Ordinances of the City of Kyle, Texas, by adding as an authorized conditional use buildings with a height of up to one hundred fifty feet (150') in the RS district. ~ *James R. Earp, Assistant City Manager*

- City Council approved on First Reading 6-0

 [Attachments](#)

4. (*Second Reading*) 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 the fiscal year beginning October 1, 2014, and ending September 30, 2015, by increasing the total amount of appropriations for expenditures by \$69,890.00: General Fund by \$9,490.00, Utility Fund by \$50,000.00, Park Development Fund by \$3,600.00, and the Court Special Revenue Fund by \$6,800.00; decreasing the Fund Balance by the same amounts in the respective funds. ~ *Perwez A. Moheet, CPA, Director Finance*

- City Council approved on First Reading 6-0

 [Attachments](#)

5. Approve an agreement with MUNISERVICES, LLC, Fresno, CA to conduct audit of sales tax collections for the City of Kyle for a 1-year contract term with an option to renew for up to two additional years. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

6. Approve adoption of an investment policy for the City of Kyle's Other Post-Employment Benefit Trust Fund. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

7. Declare all police radio equipment as identified and listed herewith to be surplus city owned property and authorize the sale of said surplus city property as listed to the highest bidder by auction on GovDeals, an Internet-based auction marketplace. ~ *Jeff Barnett, Chief of Police*

 [Attachments](#)

VI. Consider and Possible Action

8. Discuss and possible approval for renewal and a 3-year extension through August 31, 2017 of the Interlocal Agreement between City of Kyle and eleven other entities for the implementation of the Plum Creek Watershed Protection Plan. ~ *J. Scott Sellers, City Manager*

- Update of Plum Creek Watershed Protection Project. ~ Nick Dornak

 [Attachments](#)

9. Consider a request from Mr. Chris Espiritu to waive the perimeter road fee for the proposed subdivision of 402 Old Stagecoach Road (Section 41-137 (p)). - *Leon Barba, P.E., City Engineer*

 [Attachments](#)

10. (*First Reading*) An ordinance granting Frederick Smith dba S&S TRANSPORT a franchise to provide non-emergency ambulance services within the boundaries of

the City of Kyle, Texas; providing an agreement prescribing conditions, terms, and regulations governing the operation of the non-emergency ambulance services; providing penalties for noncompliance with franchise. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

11. Approve a contract with SPAWGLASS CONTRACTORS, INC., in an amount not to exceed \$343,499.00 for the interior build-out in Phase 3 of the Historic Train Depot Restoration project and direct the City Manager to bring forward a budget amendment in the amount of \$9,529.13 at a future date in order to provide full funding for the contract award. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

12. Consider authorizing the City's Director of Finance to initiate process, prepare documents, and coordinate all appropriate steps necessary for the refunding of approximately \$6,825,000 in Certificates of Obligations, Series 2007 and approximately \$6,280,000 in outstanding Certificates of Obligations, Series 2008 by June 30, 2015 in order to achieve approximately \$802,300 in estimated interest cost savings for the City of Kyle. ~ *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

13. Consider authorizing the City's Director of Finance to initiate process, prepare documents, and coordinate all appropriate steps necessary for the issuance of General Obligation Bonds, Series 2015 by June 30, 2015 in the amount of \$30,480,000.00 in order to provide funding for construction and related costs including bond issuance costs for the five roadway projects consisting of Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue as authorized by the voters of Kyle, Texas on May 11, 2013. *Perwez A. Moheet, CPA, Director of Finance*

 [Attachments](#)

14. Discussion and possible action approving continued retention of DAVIDSON, TROILO, REAM, & GARZA, P.C., to perform legal services as the City Attorney on an as needed basis. ~ *J. Scott Sellers, City Manager*

 [Attachments](#)

15. An ordinance suspending the implementation of the interim rate adjustment by TEXAS GAS SERVICE COMPANY under Section 1.04.301 of the Texas Utilities Code within the City of Kyle, Texas, pending hearing and discussion by the City Council. ~ *Jerry Hendrix, Chief of Staff*

 [Attachments](#)

VII. Council Requested Agenda Items

16. Discuss and take possible action regarding site development plans under Chapter 32 and concept plan packages under Chapter 41, Code of Ordinances. ~ *Shane Arabie, Tammy Swaton, Council Members*

 [Attachments](#)

VIII. City Managers Report

17. Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *J. Scott Sellers, City Manager*

- Discussion of Boards and Committees
- Ethics Ordinance
- City Council Retreat
- Charter Review Commission

 [Attachments](#)

IX. General Discussion

18. Discussion only regarding council requests for future agenda items.

 [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

Approval of Minutes

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting - March 3, 2015 ~ *Amelia Sanchez, City Secretary*

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

[City Council Regular Meeting Minutes March 3, 2015](#)

REGULAR CITY COUNCIL MEETING

The City Council of the City of Kyle, Texas met in Regular Session on March 3, 2015 at 7:00 p.m. at Kyle City Hall, with the following persons present:

Mayor Todd Webster	Richard Fitch
Mayor Pro Tem Diane Hervol	Larry Jones
Council Member Samantha LeMense	Jason Dibble
Council Member Becky Selbera	Garrison Maurer
Council Member Shane Arabie	Lori Fitch
Council Member David Wilson	Jewel Cournoyer
Honorary Member James Collins	Bennett Gardner
City Manager Scott Sellers	
James Earp, Assistant City Manager	
Ken Johnson, City Attorney	
Perwez Moheet, Finance Director	
Jerry Hendrix, Chief of Staff	
Leon Barba, City Engineer	
Debbie Guerra, Planning Technician	
Robert Olvera, IT	
Chief Jeff Barnett, Kyle PD	
Harper Wilder, Public Works Director	

CALL MEETING TO ORDER

Mayor Webster called the meeting to order at 7:02 p.m.

ROLL CALL

Mayor Webster called for roll call. Present were Mayor Webster, Mayor Pro Tem Hervol, Council Member Bellows, Council Member Selbera, Council Member Arabie, and Council Member Wilson.

Mayor Webster stated that he had been informed that Council Member Swaton would not be in attendance due to a family matter. Mayor Webster moved to excuse her absence. Council Member Wilson seconds the motion. All aye. Motion carried 6-0.

APPROVAL OF MINUTES

CITY COUNCIL REGULAR MEETING – FEBRUARY 17, 2015 ~ *AMELIA SANCHEZ, CITY SECRETARY*

Mayor Pro Tem Hervol moved to approve the City Council Regular Meeting – February 17, 2015 with a correction on page 9, paragraph 2, referring to Council Member LeMense as Mayor Pro Tem. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

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 7:05 p.m. Richard Fitch spoke and stated that in section 7 regarding proposed changes regarding wreckers they had met with the committee and several things were voted on by the committee were not in the agenda and asked that this ordinance be tabled until someone could tell him what happened. Larry Jones spoke on the PID and possible hearing and stated that the people in Bunton Creek would like to get as much information as they could. He stated people are selling homes and that he opposed the PID, and also asked that the construction on Bunton road be started first. Jason Dibble, President of the KPEA thanked the council for their support and invited them to the Buda wiener fest where they would have a team and also spoke about their participation in the Kyle Easter extravaganza. Garrison Maurer spoke against the towing ordinance and stated that would put drivers out of a job if it was passed. Lori Fitch spoke and stated she was speaking on the towing ordinance and that the committee met on November 10, 2014, and that they approved some changes that are not reflected in the ordinance that is on the agenda. She stated it was approved for having a yard within 15 miles if the city and that they were only 8 miles from the city and that there were articles there against the Texas laws put out for TDLR, releasing of vehicles and police holds and asked them to table this item. Jewel Cournoyer spoke and stated she had come before council at a previous meeting to inform them of her submission for application for a Charter school in Kyle and was happy that it had been accepted and was now in the process of finding a location, and would send out invitations as they would be doing some fund raising events in the near future. Bennett Gardner spoke on the towing ordinance and stated that the last meeting they had with the police department and the Chief were not what was in the ordinance and he was totally surprised by the changes as they were totally different. With no one else wishing to speak Mayor Webster closed staff and that Citizens Comments at 7:17 p.m.

PRESENTATION

UPDATE REGARDING THE COUNCIL INITIATED CITY WIDE PAVEMENT/ROAD ASSESSMENT ~ *HARPER WILDER, DIRECTOR OF PUBLIC WORKS*

Harper Wilder Director of Public Works provided Council a brief presentation on the city wide pavement and road assessment.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

CONSENT AGENDA

CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE A CONVEYANCE BY DEED TO HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, OF ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND IN HAYS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE DEED AND INCLUDING OF A PORTION OF RIGHT-OF-WAY OF DACY LANE. ~ *LEON BARBA, P.E., CITY ENGINEER*

Parks Committee voted 6-0 on January 26, 2015 to recommend City Council approval.

DISCUSS AND TAKE POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND ROBERTS RESORTS FOR THE FURTHER DEVELOPMENT OF BLUEBONNET MANUFACTURED HOME COMMUNITY. ~ *DEBBIE GUERRA, PLANNING TECHNICIAN*

APPROVE AN AGREEMENT WITH THE PAYMENT GROUP, LLC, DALLAS, TEXAS, DBA TRAFFICPAYMENT.COM TO PROVIDE A 24-HOUR ONLINE CITATION PAYMENT SERVICE FOR THE CITY'S MUNICIPAL COURT INCLUDING LICENSE, ASSOCIATED SOFTWARE, HARDWARE, MEDIA MATERIALS, AND ELECTRONIC DOCUMENTATION. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

(SECOND READING) AN ORDINANCE GRANTING ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, D/B/A ACADIAN AMBULANCE SERVICE, A FRANCHISE TO PROVIDE NON-EMERGENCY AND ROLLOVER EMERGENCY AMBULANCE SERVICES WITHIN THE BOUNDARIES OF THE CITY OF KYLE, TEXAS; PROVIDING AN AGREEMENT PRESCRIBING CONDITIONS, TERMS, AND REGULATIONS GOVERNING THE OPERATION OF THE NON-EMERGENCY AMBULANCE SERVICES; PROVIDING PENALTIES FOR NONCOMPLIANCE WITH FRANCHISE. ~ *JAMES EARP, ASSISTANT CITY MANAGER*

City Council approved on First Reading 7-0

(SECOND READING) AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS, BY ADDING ARTICLE IX, SECTIONS 11-275 THROUGH 11-295, TO CHAPTER 11 (BUSINESS REGULATIONS) OF SAID CODE; NAMING ARTICLE IX "COMMERCIAL TOWING AND WRECKER SERVICES"; PROVIDING FOR DEFINITIONS, REGULATIONS OF WRECKER SERVICE FOR VEHICLE DISABILITIES AND ACCIDENTS, REGISTRATION, CERTIFICATION AND QUALIFICATIONS OF WRECKERS; ESTABLISHING A ROTATION LIST; REQUIRING STORAGE FACILITIES TO BE LOCATED WITHIN THE CITY LIMITS; PROVIDING FOR PENALTIES; PROVIDING FOR APPEALS TO CITY COUNCIL; ESTABLISHING FEES; REQUIRING

CITY COUNCIL REGULAR MEETING
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Kyle City Hall

RECORD-KEEPING BY WRECKING COMPANIES. ~ *SAMANTHA LEMENSE, COUNCIL MEMBER*

City Council approved on First Reading 7-0

(SECOND READING) AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 2.44 ACRES OF LAND FROM AGRICULTURE 'AG' TO RETAIL SERVICE DISTRICT 'RS', ON PROPERTY LOCATED AT 1500 DACY LANE, LOT 11A, IN HAYS COUNTY, TEXAS. (WESTBANK DEVELOPMENT LLC - Z-15-001) ~ *DEBBIE GUERRA, PLANNING TECHNICIAN*

City Council voted 7-0 to approve the zoning request

TO APPROVE PLUM CREEK PHASE 1 SECTION 6B - PRELIMINARY PLAN (PP-14-005) 9.404 ACRES; 34 RESIDENTIAL LOTS LOCATED IMMEDIATELY SOUTH OF HELLMAN AND EAST OF FM 2770. ~ *DEBBIE GUERRA, PLANNING TECHNICIAN.*

PLANNING AND ZONING COMMISSION VOTED 6-0 TO RECOMMEND APPROVAL OF THE PRELIMINARY PLAN.

Mayor Webster pulled item #7 from consent. Mayor Pro Tem Hervol pulled items 3 and 5 from consent.

Mayor Pro Tem Hervol moved to approve Consent Agenda items # 4 ~ approve a development agreement between the city and Roberts Resorts for the further development of Bluebonnet Manufactured Home Community; # 6 ~ *(Second Reading)* An ordinance granting Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service, a franchise to provide non-emergency and rollover emergency ambulance services within the boundaries of the City of Kyle, Texas; providing an agreement prescribing conditions, terms, and regulations governing the operation of the non-emergency ambulance services; providing penalties for noncompliance with franchise; #8 ~ *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 2.44 acres of land from Agriculture 'AG' to Retail Service District 'RS', on property located at 1500 Dacy Lane, Lot 11A, in Hays County, Texas; #9 ~ approve Plum Creek Phase 1 Section 6B - Preliminary Plan (PP-14-005) 9.404 acres; 34 Residential Lots located immediately south of Hellman and East of FM 2770; # 10 ~ To approve Plum Creek Phase 1 Section 6B - Final Plat (FP-14-012) 9.404 acres; 34 Residential Lots located immediately south of Hellman and East of FM 2770. Council Member Arabie seconds the motion. All aye. Motion carried 6-0.

CITY COUNCIL REGULAR MEETING

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CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE A CONVEYANCE BY DEED TO HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, OF ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND IN HAYS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE DEED AND INCLUDING OF A PORTION OF RIGHT-OF-WAY OF DACY LANE. ~ *LEON BARBA, P.E., CITY ENGINEER*

Parks Committee voted 6-0 on January 26, 2015 to recommend City Council approval

Mayor Pro Tem Hervol moved to approve a conveyance by deed to Hays County, a political subdivision of the State of Texas, of all of that certain tract or parcel of land in Hays County, Texas, being more particularly described in the deed and including of a portion of right-of-way of Dacy Lane. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

APPROVE AN AGREEMENT WITH THE PAYMENT GROUP, LLC, DALLAS, TEXAS, DBA TRAFFICPAYMENT.COM TO PROVIDE A 24-HOUR ONLINE CITATION PAYMENT SERVICE FOR THE CITY'S MUNICIPAL COURT INCLUDING LICENSE, ASSOCIATED SOFTWARE, HARDWARE, MEDIA MATERIALS, AND ELECTRONIC DOCUMENTATION. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE*

Mayor Pro Tem Hervol moved to approve an agreement with THE PAYMENT GROUP, LLC, Dallas, Texas, dba TRAFFICPAYMENT.COM to provide a 24-hour online citation payment service for the City's Municipal Court including license, associated software, hardware, media materials, and electronic documentation. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

(SECOND READING) AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS, BY ADDING ARTICLE IX, SECTIONS 11-275 THROUGH 11-295, TO CHAPTER 11 (BUSINESS REGULATIONS) OF SAID CODE; NAMING ARTICLE IX "COMMERCIAL TOWING AND WRECKER SERVICES"; PROVIDING FOR DEFINITIONS, REGULATIONS OF WRECKER SERVICE FOR VEHICLE DISABILITIES AND ACCIDENTS, REGISTRATION, CERTIFICATION AND QUALIFICATIONS OF WRECKERS; ESTABLISHING A ROTATION LIST; REQUIRING STORAGE FACILITIES TO BE LOCATED WITHIN THE CITY LIMITS; PROVIDING FOR PENALTIES; PROVIDING FOR APPEALS TO CITY COUNCIL; ESTABLISHING FEES; REQUIRING RECORD-KEEPING BY WRECKING COMPANIES. ~ *SAMANTHA LEMENSE, COUNCIL MEMBER*

Council Member Bellows moved to approve (*Second Reading*) An ordinance amending the Code of Ordinances of the City of Kyle, Texas, by adding Article IX, Sections 11-275 through 11-295, to Chapter 11 (Business Regulations) of said Code; naming Article IX "Commercial Towing and Wrecker Services"; providing for definitions, regulations of wrecker service for vehicle disabilities and accidents, registration, certification and qualifications of wreckers; establishing a rotation list;

CITY COUNCIL REGULAR MEETING

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requiring storage facilities to be located within the city limits; providing for penalties; providing for appeals to city council; establishing fees; requiring record-keeping by wrecking companies. Mayor Pro Tem Hervol seconds the motion. Mayor Webster asked for a roll call vote. Mayor Pro Tem Hervol votes aye, Council Member Bellows votes aye, Council Member Selbera votes nay, Mayor Webster votes aye, Council Member Arabie votes aye, Council Member Wilson votes aye. Motion carried 5-1.

CONSIDER AND POSSIBLE ACTION

PRESENTATION AND ACCEPTANCE OF CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT AND INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2014. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR OF FINANCE AND MICHAEL W. O'BRIEN, CPA, PARTNER, PADGETT STRATEMANN & CO., CERTIFIED PUBLIC ACCOUNTANTS*

Michael O'Brien of Padgett Stratemann & Co., Certified Public Accountants, provided a brief presentation of the City's Comprehensive Annual Report.

Council Member Wilson moved to accept the City's Comprehensive Annual Financial Report and Independent Auditors' Report for fiscal year ended September 30, 2014. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

(FIRST READING) 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 THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015, BY INCREASING THE TOTAL AMOUNT OF APPROPRIATIONS FOR EXPENDITURES BY \$69,890.00: GENERAL FUND BY \$9,490.00, UTILITY FUND BY \$50,000.00, PARK DEVELOPMENT FUND BY \$3,600.00, AND THE COURT SPECIAL REVENUE FUND BY \$6,800.00; DECREASING THE FUND BALANCE BY THE SAME AMOUNTS IN THE RESPECTIVE FUNDS. ~ *PERWEZ A. MOHEET, CPA, DIRECTOR FINANCE*

Council Member Bellows moved to approve *(First Reading)* 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 the fiscal year beginning October 1, 2014, and ending September 30, 2015, by increasing the total amount of appropriations for expenditures by \$69,890.00: General Fund by \$9,490.00, Utility Fund by \$50,000.00, Park Development Fund by \$3,600.00, and the Court Special Revenue Fund by \$6,800.00; decreasing the Fund Balance by the same amounts in the respective funds. Council Member Wilson seconds the motion. All aye. Motion carried 6-0.

CITY COUNCIL REGULAR MEETING

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Kyle City Hall

A RESOLUTION OF THE CITY OF KYLE CITY COUNCIL REQUESTING THE MEMBERS OF THE 84TH LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT INCREASES OF FUNDING FOR THE TEXAS RECREATION AND PARKS ACCOUNT AND LARGE COUNTY AND MUNICIPALITY RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM. ~ *KERRY URBANOWICZ, DIRECTOR OF PARKS AND RECREATION*

Council Member Wilson moved to approve a Resolution of the City of Kyle City Council requesting the members of the 84th legislative session of the State of Texas to support increases of funding for the Texas Recreation and Parks account and large county and municipality Recreation and Parks Account Local Park Grant Programs, and the Texas State Park System. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

(FIRST READING) AN ORDINANCE AMENDING CHAPTER 53, ARTICLE VI, SEC. 53-1047 (AUTHORIZED CONDITIONAL USES) OF THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS, BY ADDING AS AN AUTHORIZED CONDITIONAL USE BUILDINGS WITH A HEIGHT OF UP TO ONE HUNDRED FEET (100') IN THE RS DISTRICT. ~ *JAMES R. EARP, ASSISTANT CITY MANAGER*

Planning and Zoning Commission voted 6-0 to recommend approval

PUBLIC HEARING

Mayor Webster opened the Public Hearing at 8:06 p.m. to hear comments on *(First Reading)* An ordinance amending chapter 53, Article VI, sec. 53-1047 (authorized conditional uses) of the Code of Ordinances of the City of Kyle, Texas, by adding as an authorized conditional use buildings with a height of up to one hundred feet (100') in the RS district. With no one wishing to speak Mayor Webster closed the Public Hearing at 8:06 p.m.

Council Member Wilson moved to approve *(First Reading)* An ordinance amending chapter 53, Article VI, sec. 53-1047 (authorized conditional uses) of the Code of Ordinances of the City of Kyle, Texas, by adding as an authorized conditional use buildings extending the height of up to one hundred feet (150') in the RS district. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

DISCUSS AND TAKE POSSIBLE ACTION ON APPROVAL OF AN AGREEMENT BETWEEN THE CITY AND JULIA E. PARKER, ALSO KNOWN AS JULIE NORMAN PARKER, INDIVIDUALLY AND AS TRUSTEE OF THE L.W. PARKER FAMILY TRUST, AND PLUM CREEK DEVELOPERS, LLC, CONCERNING THE EXTENSION OF MARKETPLACE AVENUE ~ *SCOTT SELLERS, CITY MANAGER*

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Council Member Wilson moved to approve an agreement between the city and Julia E. Parker, also known as Julie Norman Parker, individually and as trustee of the L.W. Parker Family Trust, and Plum Creek Developers, LLC, concerning the extension of Marketplace Avenue. Mayor Pro Tem Hervol seconds the motion. All aye. Motion carried 6-0.

EXECUTIVE SESSION

CONVENE INTO EXECUTIVE SESSION PURSUANT TO LOCAL GOV'T CODE SEC. 551.074 (PERSONNEL MATTERS) TO REVIEW AND TAKE POSSIBLE ACTION TO APPROVE SPECIFIC PERFORMANCE CRITERIA FOR THE CITY ATTORNEY AND THE MUNICIPAL COURT JUDGE.

CONVENE INTO EXECUTIVE SESSION TO DISCUSS AND TAKE POSSIBLE ACTION REGARDING LAWSUITS, *NEAL AND AMBER MEINZER V. CITY OF KYLE*, CAUSE NO. 15-0165, FILED IN 22ND JUDICIAL DISTRICT COURT, HAYS COUNTY, TEXAS, AND *THE CITY OF KYLE, TEXAS V. PID HOLDINGS, LTD.*, CAUSE NO. 15-0418, FILED IN 73RD JUDICIAL DISTRICT COURT, HAYS COUNTY, TEXAS

CONVENE INTO EXECUTIVE SESSION PURSUANT TO LOCAL GOV'T CODE SEC. 551.072 TO DELIBERATE AND TAKE POSSIBLE ACTION REGARDING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY BECAUSE DELIBERATION IN AN OPEN MEETING WILL HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PARTY

Mayor Pro Tem Hervol moved to Convene into executive session at 8:32 p.m. pursuant to Local Gov't Code Sec. 551.074 (Personnel Matters) to review and take possible action to approve specific performance criteria for the city attorney and the municipal court judge; Convene into executive session to discuss and take possible action regarding lawsuits, *Neal and Amber Meinzer v. City of Kyle*, Cause No. 15-0165, filed in 22nd Judicial District Court, Hays County, Texas, and *The City of Kyle, Texas v. PID Holdings, Ltd.*, Cause No. 15-0418, filed in 73rd Judicial District Court, Hays County, Texas; Convene into executive session pursuant to Local Gov't Code Sec. 551.072 to deliberate and take possible action regarding the purchase, exchange, lease, or value of real property because deliberation in an open meeting will have a detrimental effect on the position of the governmental body in negotiations with a third party. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

RECONVENE INTO PUBLIC SESSION TO TAKE POSSIBLE ACTION REGARDING SPECIFIC PERFORMANCE CRITERIA FOR THE CITY ATTORNEY AND THE MUNICIPAL COURT JUDGE

RECONVENE INTO REGULAR SESSION TO DISCUSS AND TAKE POSSIBLE ACTION REGARDING THE LAWSUITS, *NEAL AND AMBER MEINZER V. CITY OF KYLE*, CAUSE NO. 15-0165, FILED IN 22ND JUDICIAL DISTRICT COURT, HAYS COUNTY, TEXAS,

AND *THE CITY OF KYLE, TEXAS V. PID HOLDINGS, LTD.*, CAUSE NO. 15-0418, FILED IN 73RD JUDICIAL DISTRICT COURT, HAYS COUNTY, TEXAS.

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Kyle City Hall

RECONVENE INTO REGULAR SESSION TO TAKE POSSIBLE ACTION REGARDING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY.

Mayor Pro Tem Hervol moved to Reconvene into public session at 11.23 p.m. to take possible action regarding specific performance criteria for the city attorney and the municipal court judge; Reconvene into regular session to discuss and take possible action regarding the lawsuits, *Neal and Amber Meinzer v. City of Kyle*, Cause No. 15-0165, filed in 22nd Judicial District Court, Hays County, Texas, and *The City of Kyle, Texas v. PID Holdings, Ltd.*, Cause No. 15-0418, filed in 73rd Judicial District Court, Hays County, Texas; Reconvene into regular session to take possible action regarding the purchase, exchange, lease, or value of real property. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

Mayor Pro Tem Hervol stated no action was taken during Executive Session but action would be taken now and moved to retain the McKamie law firm in the lawsuit Meinzer versus the City of Kyle, Cause No. 15-0418. Council Member Wilson seconds the motion. All aye. Motion carried 6-0.

Mayor Pro Tem Hervol stated no action was taken during Executive Session on the purchase, exchange, lease, or value of real property and no action would be taken now.

Mayor Webster stated that on item # 21 the City Council has accepted the resignation of the City Attorney Ken Johnson and moved that the Council formally accept his resignation. Council Member Arabie seconds the motion. All aye. Motion carried 6-0.

COUNCIL REQUESTED AGENDA ITEMS

DISCUSS AND TAKE POSSIBLE ACTION REGARDING SITE DEVELOPMENT PLANS UNDER CHAPTER 32 AND CONCEPT PLAN PACKAGES UNDER CHAPTER 41, CODE OF ORDINANCES. ~ *SHANE ARABIE, TAMMY SWATON, COUNCIL MEMBERS*

DISCUSS AND TAKE POSSIBLE ACTION TO AMEND THE CITY OF KYLE ECONOMIC DEVELOPMENT DOWNTOWN BUSINESS REVITALIZATION PROGRAM, INCLUDING ITS GUIDELINES, TO ADD THAT CITY COUNCIL MAY CONSIDER AND APPROVE A GRANT TO APPLICANTS OF BUSINESSES LOCATED IN THE PROPOSED AREA ELIGIBLE FOR DOWNTOWN REVITALIZATION GRANT-FEBRUARY 2015, HEREBY ADOPTED, IF THE APPLICANTS' BUSINESSES ARE LIKELY TO BENEFIT THE REVITALIZATION OF THE DOWNTOWN AREA. ~ *DIANE HERVOL, MAYOR PRO TEM*

CITY COUNCIL REGULAR MEETING

March 3, 2015 – Page 10

Kyle City Hall

Mayor Webster stated the next items 16 and 17 were Council items and the one was the revitalization grant and stated to Mayor Pro Tem Hervol that this was her item and that he would like to delay that one. Mayor Pro Tem Hervol stated she was fine with that but that they could and then paused and Mayor Webster asked what was wrong and if there was a procedural problem. Mayor Pro Tem Hervol stated that no, but when they do the update on the City Managers report they would talk about it then. Mayor Pro Tem Hervol stated that on agenda item #17 for the downtown revitalization business program the criteria needs to be updated but if the Council wants to approve that they could move forward with that. Mayor Webster stated that was what he was at because there were a lot of people excited about that program and he had been contacted by several businesses that had heard about it, and that as far as updating the criteria that was something staff could bring back to Council.

Mayor Pro Tem Hervol moved to approve item # 17 and direct staff to update the actual criteria. Council Member Bellows seconds the motion. All aye. Motion carried 6-0.

Item 16 and 18 were not discussed, but to be brought back: (16) Discuss and take possible action regarding site development plans under Chapter 32 and concept plan packages under Chapter 41, Code of Ordinances and (18) Discussion only regarding council requests for future agenda items.

CITY MANAGERS REPORT

UPDATE ON VARIOUS CAPITAL IMPROVEMENT PROJECTS, ROAD PROJECTS, BUILDING PROGRAM, AND/OR GENERAL OPERATIONAL ACTIVITIES. ~ *J. SCOTT SELLERS, CITY MANAGER*

1. Discussion of Boards and Committees
2. Workshop update

City Manager Scott Sellers skipped to #2 Workshop update and reminded Council that the Transportation Master Plan was scheduled for Monday, March 9, at 7:00 p.m. at the Kyle Library that would include a recap of the 5 road bond projects and engineer representatives would be present. He also discussed other workshops and stated that staff had looked at items slated for a workshop , consolidated those into what was thought could be accomplished in a budget retreat setting and other items taken care of as a presentation at a regular council meeting agenda. He stated the dates of March 27th or 28th for the budget retreat was what he was looking at and Council decided on Saturday, March 28th at 8:00 a.m.

ADJOURN

With no further business to discuss Council Member Wilson moved to adjourn. Council Member Bellows seconds the motion. All votes aye. Motion carried 6-0.

CITY COUNCIL REGULAR MEETING
March 3, 2015 – Page 11
Kyle City Hall

The City Council meeting adjourned at 11:35

R. Todd Webster, Mayor

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Presentation

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation:

- Update on downtown water and sewer improvements.
- Discuss road repairs including Bunton and Lehman Roads. ~
Harper Wilder, Director of Public Works

Other Information:

Legal Notes:

Budget Information:

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

Attachments / click to download

[Road Repairs](#)

Road Repairs On Bunton Rd.

3-11-15

1. N. of Bread Basket	95' X 8' SQ.FT.	760	Base 25	Asphalt 10 tns.
2. N. of Ferguson	259' X 8' SQ. FT.	2072	Base 70 tns.	Asphalt 26 tns
3. 170 Bunton	157' X 8' SQ.FT.	1256	Base 43 tns.	Asphalt 16 tns.
4. 200 Bunton	100' X 8' SQ.FT.	800	Base 27 tns.	Asphalt 10 tns.
5. S. Ferguson	154' X 8' SQ.FT.	1232	Base 42 tns.	Asphalt 15 tns.

Total 207 tns. 77 tns.

\$ 2691.00 \$4504.50

Materials Cost \$ 7195.50

Al Garza
Street Foreman



CITY OF KYLE, TEXAS

(2nd Reading) Ordinance amending conditional use ordin sec.

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation:

(Second Reading) An ordinance amending chapter 53, Article VI, sec. 53-1047 (authorized conditional uses) of the Code of Ordinances of the City of Kyle, Texas, by adding as an authorized conditional use buildings with a height of up to one hundred fifty feet (150') in the RS district. ~ *James R. Earp, Assistant City Manager*

- City Council approved on First Reading 6-0

Other Information:

Staff has been approached by a hotelier that has asked to build a hotel taller than the current height restrictions of 45'. A few months past, Plum Creek amended it's PUD to allow structures as tall as 70'. After consulting with the Fire Chief about height restrictions the Fire Department would want to see and determining that the Fire Department had no opinion, because the buildings would have fire suppression systems installed under code, staff began down the path of amending the height restrictions of the remainder of the city to match Plum Creek's change. For comparison purposes, ACC tower is at 70', Seton is at 100' and both were allowed by special agreement.

While pursuing what changes to make to the code, discussion was brought up about removing height restrictions out right, to allow for the possibility of new commercial centers, but concerns about how to determine and calculate setbacks, heights, parking, etc emerged from P&Z with the concern proposed rules would result in tall buildings surrounded by a sea of parking which was not desirable.

Staff entertained several ordinances from other cities, but each seemed to facilitate the very problem of the higher the building went, the greater the setback and accompanying parking lot. Rather than try to rush a holistic approach to the height restriction issue, City Staff Member Steve Clamons, GIS Coordinator proposed to Staff to amend the Conditional Use Permit to allow structures up to 100' on a case by case basis. This idea was embraced by staff to give immediate relief to the hotelier allowing structures in the RS zoning designation to be considered on a case by case basis for heights up to 100' until staff could draft a more thorough change to height restrictions, or the comprehensive plan could be updated, and the issue of removing height restrictions and driving parking garage structures could be
Cover Memo
fleshed out in greater detail.

On February 24, 2015 Planning and Zoning Commission voted 6-0 to recommend approval of the amendment to the Code of Ordinances, Chapter 53, Article VI, Section 53-1047 - Authorized Conditional Uses by adding as an authorized conditional use buildings with a height of up to one hundred feet (100') within the Retail Service District.

On March 3, 2015 City Council elected to increase building height from 100' to 150'.

Legal Notes:

Budget Information: N/A

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

Attachments / click to download

 [Ordinance](#)

 [Staff memo](#)



CITY OF KYLE

Memorandum

To: Mayor and Members of Council
Re: Proposed building height increase
From: Planning Department
Date: March 17, 2015

On March 3, 2015 City Council moved to approve an amendment to the City Code of Ordinances to allow buildings heights of up to 150 feet in the Retail Services zoning district.

The original memo to Council for the 100 foot height is below:

This proposed ordinance is an amendment to the City of Kyle Code of Ordinances that would allow building heights of up to 100 feet in the Retail/Services zoning district.

The building height limit in the City is currently 45 feet in most commercial-type zoning districts. A few recent economic development opportunities have asked about creating taller buildings. Giving developers the chance build a little taller in the retail/services area creates the possibility for more diverse development. A limit of 100 feet would allow mid-rise buildings, a maximum of 8-10 stories - similar to Seton Hospital, where the height limit was raised to 100 feet to allow for the 9 storey hospital to be built in 2009.

For this ordinance, the proposal is to amend Chapter 53, Article VI, Section 53-1047 of the City Code - the section that lists the authorized conditional uses for which developments may apply. A development that wants to exceed the 45 foot height limit (only in the Retail and Services zoning district), would have to apply for a conditional use permit. If Planning & Zoning Commission approves the Conditional Use Permit, the development could then build up to a maximum of 100 feet high.

Allowing increased height through a Conditional Use Permit avoids complicated zoning overlay districts and would allow staff to review each site plan on a case by case basis to determine any impact to neighboring properties. It also gives City staff time to develop standards that would include rules for bigger setbacks, especially near residential districts and for designing parking lots or incorporating parking structures into a building. The Conditional Use Permit allows for more flexibility when reviewing plans and gives City staff and the Planning and Zoning Commission a chance to see how development will look before it is approved.

AN ORDINANCE AMENDING CHAPTER 53, ARTICLE VI, SEC. 53-1047 (AUTHORIZED CONDITIONAL USES) OF THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS, BY ADDING AS AN AUTHORIZED CONDITIONAL USE BUILDINGS WITH A HEIGHT OF UP TO ONE HUNDRED FIFTY FEET (150') IN THE RS DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CODIFICATION; FOR PUBLICATION; 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.

RECITALS

WHEREAS, the City endeavors to plan for the efficient growth of the City and to see the land within its jurisdiction develop in a diverse and responsible way; and,

WHEREAS, in order to help achieve the City's economic development goals, the City desires to expand the options for growth in the Retail and Services (RS) zoning district; and,

WHEREAS, the City's zoning code limits building height to forty-five feet (45') in the RS zoning district; and,

WHEREAS, the City has determined that allowing additional height to buildings would be advantageous in certain locations;

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

Section 1. Findings. The above foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment. Chapter 53, Article VI, sec. 53-1047 (authorized conditional uses) of the Code of Ordinances of the City of Kyle shall be amended to read as follows and which shall have the full force of law:

“Sec. Sec. 53-1047. - Authorized conditional uses.

The following listed conditional uses, and none other, may be authorized subject to the terms of this section and compliance with all conditional terms, regulations and requirements established by the city council:

- (1) Heliport in CM, W and PUD districts only;

- (2) Municipal service facilities and buildings in all districts;
- (3) Circus or carnival; but not within 300 feet of any residential district;
- (4) Privately operated community building or recreation field in all districts;
- (5) Telephone, radio or television broadcasting tower or station in T, CM, W and PUD districts only;
- (6) Churches in all districts where not otherwise specifically permitted;
- (7) Cemeteries in A, TU, E, CBD-2, RS, W, CM, or PUD districts;
- (8) Schools, public and denominational, but not day care in all districts where not otherwise specifically permitted;
- (9) Manufactured homes in the limited areas as specifically authorized by this chapter;
- (10) Quarry operations are permitted in the CM district as conditional uses, subject to the requirements in division 2 of this article;
- (11) The specific manufacturing and warehouse uses set forth in the table in section 53-1106 may be permitted as provided in division 3 in this article;
- (12) RV sales in the RS district within the I-35 overlay district only; and,
- (13) Buildings with a height of up to one hundred fifty feet (150') feet in the RS district.”

Section 3. Repeal of conflicting ordinances; resolutions. Any and all ordinances and resolutions and parts of ordinances and resolutions that are in conflict herewith are hereby repealed to the extent of the conflict only.

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

Section 5. Codification. It is the intention of the city council that this ordinance shall become a part of the Code of Ordinances of the City of Kyle, and it may be renumbered and codified therein accordingly. Upon codification, at least four sections shall be reserved for future use.

Section 6. Publication. The City Secretary is directed to publish this ordinance in a newspaper of general circulation in the City of Kyle in compliance with the provisions of the City Charter.

Section 7. Compliance with Open Meetings Act. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the city council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, TEX. GOV'T CODE, and that this meeting has been open to the public as required by law at all times during which this Article 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 8. Effective Date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the ____ day of _____, 2015.

PASSED AND ADOPTED on second reading the ____ day of _____, 2015.

CITY OF KYLE, TEXAS

By: _____
R. Todd Webster, Mayor

ATTEST:

Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

2nd Reading) Ordinance - Budget
Amendment #2 for FY 2014-15:
\$69,890.00

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation:

(Second Reading) 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 the fiscal year beginning October 1, 2014, and ending September 30, 2015, by increasing the total amount of appropriations for expenditures by \$69,890.00: General Fund by \$9,490.00, Utility Fund by \$50,000.00, Park Development Fund by \$3,600.00, and the Court Special Revenue Fund by \$6,800.00; decreasing the Fund Balance by the same amounts in the respective funds. ~ *Perwez A. Moheet, CPA, Director Finance*

- City Council approved on First Reading 6-0

Other Information:

2nd Reading) Ordinance - Budget Amendment #2 for FY 2014-15:
\$69,890.00

Legal Notes:

Budget Information:

A Fiscal Note is attached.

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

Attachments / click to download

- [Justification - Blower Replacement](#)
- [Justification - Data911 In-Car System](#)
- [Justification - Econ Dev Market Study](#)
- [Justification - Aeration System Lake Kyle](#)
- [Ordinance 2nd Reading](#)
- [Fiscal Note](#)

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 THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015, BY INCREASING THE TOTAL AMOUNT OF APPROPRIATIONS FOR EXPENDITURES BY \$69,890.00; GENERAL FUND BY \$9,490.00, UTILITY FUND BY \$50,000.00, PARK DEVELOPMENT FUND BY \$3,600.00, AND THE COURT SPECIAL REVENUE FUND BY \$6,800.00; DECREASING THE FUND BALANCE BY THE SAME AMOUNTS IN THE RESPECTIVE FUNDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

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

Section 1. Amendment to Current Budget. 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, is hereby AMENDED for said term by increasing the amount of appropriations for expenditures by \$69,890.00 as follow: General Fund by \$9,490.00, Utility Fund by \$50,000.00, Park Development Fund by 3,600.00, and the Court Special Revenue Fund by \$6,800.00, and decreasing fund balance by the same amounts in the respective funds in order to provide funding for the following expenditure items:

- (A) \$9,490.00 for the Economic Development Strategic Plan & Target Market Study (Economic Development Department);
- (B) \$50,000.00 for the purchase and installation of a replacement blower motor at the City's wastewater treatment plant (Public Works Department);
- (C) \$3,600.00 for the installation of an aeration system at Lake Kyle (Parks and Recreation Department); and,
- (D) \$6,800.00 for the purchase of a Data911 in-car video system for a Police vehicle (Police Department).

Section 2. Approval of Amendment. This amendment 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. Conflict. Any and all ordinances, and parts thereof, that are in conflict herewith are hereby repealed to the extent of the conflict only.

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

Section 5. Open Meetings. 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, Local Gov't Code.

Section 6. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and publication as required by law.

PASSED AND APPROVED on First Reading the 3rd day of February, 2015.

PASSED AND ADOPTED on Second Reading the ____ day of February, 2015.

THE CITY OF KYLE, TEXAS

By: _____
R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

W. Ken Johnson, City Attorney



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.

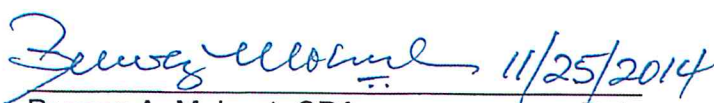
The Fiscal Year 2014-15 approved budget for the Economic Development Department includes funding in the amount of \$65,000 for the City's Economic Development Strategic Plan & Target Market Study. If City Council approves the selection of the consultant to conduct this study, staff will bring forward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

Agreement with Natelson Dale Group for Market Study

Meeting Date: 1/6/2015

Date time: 7:00 PM

Subject/Recommendation: Approve an agreement for professional services in an amount not to exceed \$74,490.00 between the City and THE NATELSON DALE GROUP, INC., for a Strategic Plan & Target Market Study projecting the next five years of economic development. ~ *Diana Blank-Torres, Director of Economic Development*

Other Information: On 12/02/2014 Council approved funding and the selection of the Natelson Group as a consultant to conduct an strategic plan & target market study projecting the next five years of economic development. This item is to consider the actual agreement for the study and includes the Scope of Work.

See Attachments.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

- [Fiscal Note](#)
- [Agreement](#)
- [Scope of Work](#)
- [Revised Cost Proposal](#)

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: January 6, 2015
CONTACT CITY DEPARTMENT: Economic Development
CONTACT CITY STAFF: Diana Blank-Torres, Director

SUBJECT:

Approve an agreement for professional services in an amount not to exceed \$74,490.00 between the City and THE NATELSON DALE GROUP, INC., for a 5-year economic development Strategic Plan & Target Market 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 professional services agreement with THE NATELSON DALE GROUP, INC., 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.

 12/26/2014
Pervez A. Moheet, CPA - Date
Director of Finance



City of Kyle

Harper Wilder Utility Director

December 17, 2014

Blower #1 Repair/Replacement at Kyle WWTP

Harper,

Attached are the maintenance records for Blower #1 (actually for all 4 Blowers) for the past year. Also attached is an email from Brian Robinson, the Field Supervisor who is responsible for the Kyle WWTP, detailing the recent problems with Blower #1 as well as his concerns that simply rebuilding the existing Blower will result in reduced efficiency of the Blower due to the damage of the casing. The quote for a rebuilt Blower that was discussed in the email is also attached.

Due to this being the second rebuilt blower from HIS Industries and the second failure, Aqua is recommending the purchase of a new blower rather than a rebuilt blower.

Upon approval from the City of Kyle, Aqua will move forward with soliciting three (3) written bids from qualified vendors for the exact replacement of Blower #1.

The estimated cost for a new blower is in the range of \$35,000 - \$40,000. Installation costs are estimated to be between \$2,000 & \$3,000.

In most instances there is a 12 week lead time for a blower. We would like to quickly complete this extraordinary repair and maintenance as there could be a possible environmental impact if the blower fails as a result of not being replaced in a timely manner.

Attachments:

1. Maintenance Reports
2. Email from Brian Robinson
3. Quote from EI2 – Environmental Improvements Inc.

Sincerely,


Brent Reeh

Aqua Texas, Central Texas Area Manager



TECL # 26647

Maintenance Report

Date: 10/9/13

Customer: Aqua Texas

Location: Kyle WWTP

Type of Equipment: Blower

Maintenance Interval: Quarterly

Tech: Brian

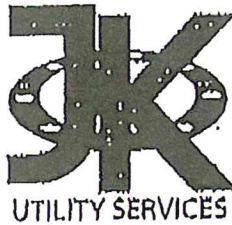
Notes: Greased all fittings on blowers. Cleaned blower filters. Checked for hot spots on blowers and on controls. Checked amps on all 4 motors. All checked OK.

J & K Utility Services • 5607 Williamson Road • Creedmoor, Texas 78610

512-243-9892 Office • 512-243-9893 Fax

Water • Wastewater • Electrical • Re-Irrigation • Backflow • Pumps • Motors

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaint



UTILITY SERVICES

TECL # 26647

Maintenance Report

Date: 1/7/14

Customer: Aqua Texas

Location: Kyle WWTP

Type of Equipment: Blower

Maintenance Interval: Quarterly

Tech: Brian

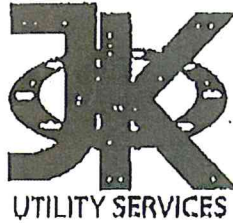
Notes: Checked! Cleaned filters on all 4 blowers.
Checked amperage on each motor. All checked OK.
Checked for hot spots in gear^s on blowers. Checked OK.
Lubricated all fittings.

J & K Utility Services • 5607 Williamson Road • Creedmoor, Texas 78610

512-243-9892 Office • 512-243-9893 Fax

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UTILITY SERVICES

TECL # 26647

Maintenance Report

Date: 4/2/14

Customer: Agua Texas

Location: Kyle WWTP

Type of Equipment: Blower

Maintenance Interval: Quarterly

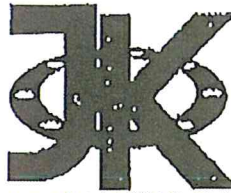
Tech: Keith

Notes: Checked amps on all 4 motors. Checked for hot spots in MCC; on blowers. Tightened lugs in #3 MCC section. Cleaned filters; greased all fittings. All checked OK.

J & K Utility Services • 5607 Williamson Road • Creedmoor, Texas 78610

512-243-9892 Office • 512-243-9893 Fax

Water • Wastewater • Electrical • Re-Irrigation • Backflow • Pumps • Motors



UTILITY SERVICES

TECL # 26647

Maintenance Report

Date: 7/7/14

Customer: Aqua Texas

Location: Kyle WWTP

Type of Equipment: Blower

Maintenance Interval: Quarterly

Tech: Brian

Notes: Checked amps on all 4 blowers, Greased all fittings. Checked for hot spots in MCC on blowers. Cleaned filters on blowers

J & K Utility Services • 5607 Williamson Road • Creedmoor, Texas 78610
512-243-9892 Office • 512-243-9893 Fax

Water + Wastewater + Electrical + Re-Irrigation + Backflow + Pumps + Motors



Maintenance Report

Date: 10/2/14

Customer: Agua Texas

Location: Kyle WWTP

Type of Equipment: Blower

Maintenance Interval: Quarterly

Tech: Keith

Notes: Cleaned filters on blowers. Checked each blower controls for hot spots. Greased blowers. Checked amps on all motors. Only 3 blowers present. #1 was pulled due to a failure.

J & K Utility Services + 5607 Williamson Road + Creedmoor, Texas 78610

512-243-9892 Office + 512-243-9893 Fax

Water + Wastewater + Electrical + Re-Irrigation + Backflow + Pumps + Motors

Reeh, Brent C.

From: Robinson, Robert B.
Sent: Wednesday, November 05, 2014 1:53 PM
To: Reeh, Brent C.
Subject: Kyle - Blower #1
Attachments: Scan0292.pdf

Brent,
I need some direction on Kyle WWTP Blower #1 failure.

As you know, blower #1 failed some weeks back with an apparent sudden and catastrophic bearing failure. The blower was sent in for tear down, inspection, and potential repair. It was determined that the blower suffered internal damage as a result of the bearing failure. When the bearing came apart suddenly it allowed the shaft to fall which then allowed the vanes in the blower to come in contact with the blower housing while rotating at high speed. This resulted in massive damage to all the internal parts. The cause of the bearing failure is unknown at this time. J&K Utility has been providing quarterly preventive maintenance services and Frank rotates them weekly. Frank reports that there was no prior indication of the failure. The blower is repairable but it will require a complete rebuild. Once rebuilt, the blower is expected to function however I have been cautioned that there is some expected loss of efficiency due to the damage to the casing. A quote in the amount of \$19,500 from the initial vendor is attached. Other quotations for the rebuild can be sought but will likely require shipment of the blower to each of the prospective rebuilders. They want to see it to quote it. This is at least the case for HSI Industries. A previous quotation from HSI for a total rebuild was \$22k. I'm told it will take 6-8 weeks to have the rebuild done. It has been suggested by the vendor that for the money it may be better to buy a new or rebuilt blower without any damage to the casing.

Blower #1 was replaced in Jan. 2013 by purchasing a newly rebuilt blower from HSI Industries (a rep for Hoffman Blowers) for \$29k. Rebuilt blowers come with a 1 yr. warranty and as such we do not qualify for any warranty from HSI for this repair. This is the second "rebuilt" blower we have purchased from HSI and the second to fail just outside the warranty period. HSI is the only option for purchasing a rebuilt blower of the same type. A blower of another type will likely require modification of the blower header. There is an 8-12 week lead time on a rebuilt blower from HSI.

A new blower of the same configuration will run \$35-\$40k. There is a 12+ week lead time for a new blower from Gardner Denver/HSI Industries.

The 3 remaining blowers at Kyle are currently providing sufficient air and the plants are maintaining a good D.O. This should continue with cooler temperatures assuming no additional failures.

There are several factors that need consideration but I would recommend that we solicit proposals for a new blower.

Please let me know how you would like me to proceed.

Thank you,

Brian Robinson
Field Supervisor - Wimberley Area
Aqua Texas Inc.



11/3/14
City Of Kyle
C/o Aqua Texas
ATTN: Frank Herada
PH.512-844-0838
gscott@ei2austin.com

Re: Multistage Centrifugal Air Blower

Scope:

We will provide the following necessary manpower, hand tools, lifting equipment, parts and machine work to re-build the above referenced Blower.

5ea. 5022N Impellers
1ea.5021N Impeller
1ea.15086 REPKIT/LS/G Repair kit, Grease Lubricated
2ea.6201N Bearing Housing
5ea.86541N Impeller Spacers
1ea.86161N Shaft 6 Stage
1ea.872811N Drive End Grease Cap
1ea.872841N Non-Drive End Cap
1ea.Stack and Balance the rotating assembly
We will transport, re-install, and perform start-up procedures to include Laser Alignment, vibration analysis and start-up report.

COST:

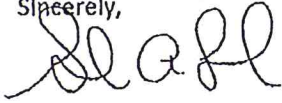
The Cost will be \$19,500.00

ORDER:

In the event you wish to place an order, please make the Purchase Order out to Environmental Imp.Inc. For the cost amount indicated. Also please provide Bill to and Ship to Instructions.

If you have any questions please do not hesitate to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Funk', written in a cursive style.

Tony Funk
Service Manager
EI² Environmental
Improvements, Inc.
2205 Lee Street
Houston, TX 77026
Office (713) 228-7055
Cell (713) 254-9879



Perwez Moheet <pmoheet@cityofkyle.com>

New Blower for WW Plant

Harper Wilder <hwilder@cityofkyle.com>

Wed, Jan 14, 2015 at 11:52 PM

To: Perwez Moheet <pmoheet@cityofkyle.com>

Cc: James Earp <jrearp@cityofkyle.com>, Jason Biemer <jbiemer@cityofkyle.com>, Scott Sellers <ssellers@cityofkyle.com>

Perwez, just an update, I spoke with James and he does not have an issue with the purchase of the Blower at the plant. Jason and I have reviewed the past maintenance logs on the blowers (provided by Aqua Tx) and do not have an issue with the purchase of the new blower either. I have spoken to Cody on this as well and he has agreed that we should proceed. I spoke with Brent Reah of Aqua Tx yesterday and informed him that we (the City) are in agreement with the purchase. I asked Brent to please send me a copy of the bid tabulation sheet, the supplier that is selected and the final cost associated. Brent advised that he would, as soon as he has the information. I will then forward all info to you as soon as I get it. Please let me know if you have any questions.



Pervez Moheet <pmoheet@cityofkyle.com>

Fwd: Blower #1 Response Letter

2 messages

Harper Wilder <hwilder@cityofkyle.com>
To: Pervez Moheet <pmoheet@cityofkyle.com>

Mon, Dec 29, 2014 at 10:33 AM

FYI

----- Forwarded message -----

From: **Reeh, Brent C.** <BCReeh@aquaamerica.com>
Date: Wed, Dec 24, 2014 at 11:12 AM
Subject: RE: Blower #1 Response Letter
To: Harper Wilder <hwilder@cityofkyle.com>

Harper,

Please see the attached response.

Hope you and your family have a Very Merry Christmas and a Great Happy New Year!

Thanks,

Brent

AQUA

Brent C. Reeh

CTX Area Manager

3209 Hillbilly Lane

Austin, Texas 78746

512.330.9904 - Office

512.330.9784 - FAX

From: Harper Wilder [mailto:hwilder@cityofkyle.com]
Sent: Monday, November 24, 2014 4:38 PM
To: Reeh, Brent C.
Subject: Blower #1 Response Letter

To: Perwez Moheet <pmoheet@cityofkyle.com>

FYI

----- Forwarded message -----

From: **Harper Wilder** <hwilder@cityofkyle.com>
Date: Mon, Dec 29, 2014 at 10:32 AM
Subject: Re: Blower #1 Response Letter
To: Cody Faulk <cfaulk@dtgrglaw.com>
Cc: Lea Ream <LReam@dtgrglaw.com>, James Earp <jrearp@cityofkyle.com>

J&K does a large portion of our electrical work and if they are the ones doing the scheduled maintenance on the blowers, I would tend to feel that they were/are being properly maintained. With this being said though, I will need Perwez's support to locate funding for the cost of the new blower.

On Mon, Dec 29, 2014 at 9:05 AM, Cody Faulk <cfaulk@dtgrglaw.com> wrote:

Thanks Harper. Do the maintenance reports look sufficient to you guys?

-Cody Faulk

From: Harper Wilder <hwilder@cityofkyle.com>
Sent: Monday, December 29, 2014 8:50 AM
To: Lea Ream
Cc: Cody Faulk; James Earp
Subject: Fwd: Blower #1 Response Letter

[Quoted text hidden]

Total Control Panel

[Login](#)

To: cfaulk@dtgrglaw.com Message Score: 1 High (60): **Pass**
From: hwilder@cityofkyle.com My Spam Blocking Level: Custom Medium (75): **Pass**
Low (90): **Pass**
[Block this sender](#) Custom (80): **Pass**
[Block cityofkyle.com](#)

This message was delivered because the content filter score did not exceed your filter level.

Harper Wilder

Public Works Director

City of Kyle Public Works
520 E. RR150
Kyle, Tx. 78640

Off.# 512-262-3024 / ext. 4002
E-mail: hwilder@cityofkyle.com

Please consider the environment before printing this e-mail

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--

Harper Wilder

Public Works Director

City of Kyle Public Works
520 E. RR150
Kyle, Tx. 78640

Off.# 512-262-3024 / ext. 4002
E-mail: hwilder@cityofkyle.com

Please consider the environment before printing this e-mail

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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
3 OWS Solar Direct Drive Aerators.....	\$4,524.00
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

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:

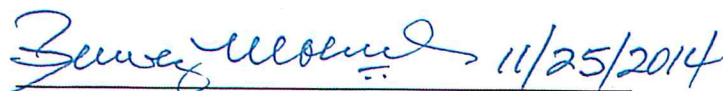
1. City Department:	Parks and Recreation
2. Project Name:	Aerator System for Lake Kyle
3. Budget/Accounting Code(s):	172-TBD-57125
4. Funding Source:	Park Development Fund
5. Current Appropriation:	\$ 0.00
6. Contribution Available:	\$ 4,000.00 (From Austin Fly Fishing Club)
7. Amount of This Action: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



KYLE POLICE DEPARTMENT

111 North Front Street - Kyle, Texas 78640

MEMORANDUM

Date: December 3, 2014
To: Jeff Barnett, Chief of Police
From: Tracy Vrana, Sergeant, Special Services Bureau
Re: Purchase Request for (2) Data911 Evaluation Systems

Prior to entering into negotiations with Data911 we received and had installed two full in-car video systems from Data911. The evaluation units were used to test the feasibility, durability and functionality of the system to measure its capabilities of accommodating the police department's needs.

The first Data911 evaluation system was installed in the Warrant Officer vehicle when it was acquired. To date, this computer/camera system has been instrumental in facilitating the recovering and clearing of over \$250,000 in outstanding warrants by the Warrant Officer as well as increasing safety for this officer.

The second Data911 evaluation system was received a year later upon request. This proved to be more beneficial than just merely a system to test as our current Coban systems began failing at a higher rate than could be repaired. By receiving this evaluation unit we were able to keep another marked police vehicle in service rather than not due to the shortage of Coban systems.

We have already purchased eight systems from Data911 and thus moved forward with the migration from Coban. At this time we have determined and established our needs from Data911 and must return the evaluation units. By doing so, however, will present us with a shortage for in-car camera and computer systems as current laptops and Coban systems have exceeded their life expectancies and Coban systems will have to be cannibalized in an effort to render a fully functional unit. Currently, our stock of Coban parts are reserved for repairing existing Coban units to keep them on the street. By pulling the evaluation units and returning them will leave the Warrant Officer vehicle without a computer and in-car camera which will decrease the Warrant Officer's monthly yield and reduce officer safety. The second evaluation unit if pulled will, again, require the use of spare parts which likely cannot be replaced due to the discontinuance of these parts by the manufacturer. The goal is to keep the existing Coban units in working condition until those vehicles can be replaced, though by using these parts to create a fully working system will decrease the life expectancy of all existing units.

Rather than uninstalling these systems, Data911 has provided the Kyle Police Department with a one-time offer to help facilitate our retention of these two systems via a

substantially reduced cost. Quotes for both systems have been received at \$6,759.64 for each system (total of \$13,519.27) which is over a 30% savings from the regular cost of \$10,000 each. As stated, this is a one-time offer from Data911.

In an effort to facilitate the retention of these systems to further accommodate the Warrant Officer's aggressive strategies of tracking down outstanding warrants and to provide an avenue of effectively maintaining the existing Coban system through their end of life cycle, I am requesting that these two systems be purchased and retained rather than the alternative. Furthermore, I am requesting that the Court Technology Fund be utilized to purchase the Data911 system in the Warrant Officer vehicle and that funding for the Data911 system in the marked Patrol vehicle come out of the Police Department budget.

Sincerely,
Sgt. Tracy Vrana

City of Kyle, Texas
FISCAL NOTE

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

March 3, 2015
Financial Services
Perwez A. Moheet, CPA
Director of Finance

SUBJECT:

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 the fiscal year beginning October 1, 2014, and ending September 30, 2015, by increasing the total amount of appropriations for expenditures by \$69,890.00: General Fund by \$9,490.00, Utility Fund by \$50,000.00, Park Development Fund by \$3,600.00, and the Court Special Revenue Fund by \$6,800.00; decreasing the Fund Balance by the same amounts in the respective funds.

CURRENT YEAR FISCAL IMPACT:

1. City Department:	Economic Development
2. Project Name:	Strategic Plan & Target Market Study
3. Budget/Accounting Code(s):	110-119-55322
4. Funding Source:	General Fund
5. General Fund Balance:	\$ 9,407,830.36 (as of 2-23-2015, changes daily)
6. Current Appropriation:	\$ 83,000.00
7. Amount of This Action:	\$ 9,490.00 (increase in appropriation)
8. Amended Line Item Budget:	\$ 92,490.00
9. City Department:	Public Works
10. Project Name:	Blower Motor for WW Treatment Plant
11. Budget/Accounting Code(s):	310-825-57125
12. Funding Source:	Water and Wastewater Utility Fund
13. Utility Fund Balance:	\$ 6,850,675.13 (as of 2-23-2015, changes daily)
14. Current Appropriation:	\$ 0.00
15. Amount of This Action:	\$ 50,000.00 (increase in appropriation)
16. Amended Line Item Budget:	\$ 50,000.00
17. City Department:	Parks & Recreation
18. Project Name:	Aeration System for Lake Kyle
19. Budget/Accounting Code(s):	172-611-52229
20. Funding Source:	Park Development Fund
21. Park Dev. Fund Balance:	\$ 107,481.90 (as of 2-23-2015, changes daily)
22. Current Appropriation:	\$ 0.00
23. Amount of This Action:	\$ 3,600.00 (increase in appropriation)
24. Amended Line Item Budget:	\$ 3,600.00

25. City Department:	Police Department
26. Project Name:	Data911 In-Car Video System
27. Budget/Accounting Code(s):	133-533-57115
28. Funding Source:	Court Special Revenue Fund (Technology)
29. Court Spl Rev Fund Balance:	\$ 202,104.84 (as of 2-23-2015, changes daily)
30. Current Appropriation:	\$ 0.00
31. Amount of This Action:	\$ 6,800.00 (increase in appropriation)
32. Amended Line Item Budget:	\$ 6,800.00

FUNDING SOURCE OF THIS ACTION:

The funding source for this budget amendment in the amount of \$69,890.00 will be provided from the Fund Balance of the City's following Funds:

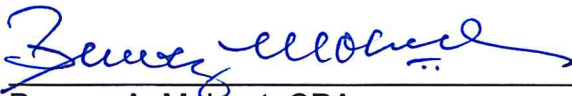
1. General Fund	\$ 9,490.00
2. Water & Wastewater Utility Fund	\$ 50,000.00
3. Park Development Fund	\$ 3,600.00
4. Court Special Revenue Fund	\$ 6,800.00
5. TOTAL:	<u>\$ 69,890.00</u>

ADDITIONAL INFORMATION/COUNCIL ACTION:

If approved by City Council, this will be Budget Amendment No. 2 for FY 2014-15 to increase appropriations for expenditures by \$69,890.00 and decreasing the fund balance in the City's General Fund by \$9,490.00, Water and Wastewater Utility Fund by \$50,000.00, Park Development Fund by \$3,600.00, and the Court Special revenue Fund by \$6,800.00.

To date, budget amendments as approved by City Council for Fiscal Year 2014-15 totals \$114,600.00 and are for the following items:

- On December 2, 2014, City Council approved Budget Amendment No. 1 for Fiscal Year 2014-15 by increasing total appropriations for expenditures by \$114,600.00; City's General Fund by \$95,800.00 and \$18,800.00 for the Water and Wastewater Utility Fund. This budget amendment provided funding for: \$52,500.00 for fiber network connectivity of City facilities, \$33,300.00 for migration to Microsoft Office 365, \$10,000.00 for the Granicus project management system, and \$18,800.00 for payment of fine to Texas Commission on Environmental Quality (TCEQ).

 2/23/2015

 Pervez A. Moheet, CPA - Date
 Director of Finance



CITY OF KYLE, TEXAS

Approve Agreement with MuniServices, LLC for Audit of Sales Tax Collections

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: Approve an agreement with MUNISERVICES, LLC, Fresno, CA to conduct audit of sales tax collections for the City of Kyle for a 1-year contract term with an option to renew for up to two additional years. ~
Perwez A. Moheet, CPA, Director of Finance

Other Information:

On January 20, 2015, City Council reviewed draft scope of work for the audit of sales tax collections and directed the City Manager to proceed with the solicitation process. A copy of the presentation to City Council of the draft scope of work is attached.

SCOPE OF WORK IDENTIFIED IN THE REQUEST FOR PROPOSALS

The City of Kyle solicited proposals from qualified firms to conduct audit of sales tax collections. The solicitation required proposals from qualified sales tax audit firms must describe in detail the methodology, strategies, and timelines to be included in the audit plan for examining records in order to determine unrealized sales tax revenue is due to the City of Kyle. Specific work requirements included:

1. Determine if all businesses operating within the City of Kyle that are subject to city sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts
2. Determine if all internet sales that are subject to local City of Kyle sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts
3. Determine if the City of Kyle is being correctly allocated and paid all city sales and use tax due from the Texas State Comptroller of Public Accounts, and
4. Identify, document, and correct any business entity operating within the City limits of Kyle from which the City is not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
5. Identify, document, and correct misclassification of revenue subject to sales tax reported by any business entity operating within the City limits of Kyle resulting in the City not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
6. Identify, document, and correct any city sales and use tax reporting omissions and or errors.

7. On behalf of the City, coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure collection of any unrealized sales tax revenue due to the City.
8. Provide written reports on a monthly basis on the findings and results of the ongoing examination.

SOLICITATION PROCESS FOLLOWED BY CITY STAFF

The City issued a Request for Proposal (RFP) soliciting proposals from qualified firms experienced in conducting audits of sales tax collections. A total of two proposals were received from the following firms in response to the Request for Proposals issued by the City of Kyle:

- MuniServices, LLC
- Sales Revenue, Inc.

The proposals were evaluated and scored by City staff using the following criteria:

1. Completeness of proposal submitted
2. Understanding of the scope of work and services required
3. Proposer's qualifications and experience
4. Offeror's methodology, strategies, and procedures proposed to accomplish the scope of work and other requirements specified by the City in the RFP
5. Project schedule
6. Qualification and experience of personnel assigned
7. Compensation/fee proposal

STAFF RECOMMENDATION

City staff recommends approval of an agreement with MuniServices, LLC, to provide audit services for the City's sales tax collections. The term of this agreement will be for a 1-year contract term with an option to renew for up to two additional years.

All fees associated with this agreement will be paid on a contingency basis from sales tax revenue recovered by MuniServices, LLC. The contingency fee proposed by MuniServices is twofold as follows:

- 32.5 percent contingency fee based on the revenue received by the City as a result of MuniServices detecting and documenting taxpayer reporting errors which are subsequently corrected.
- 32.5 percent fee also applies to net increase in prospective sales tax revenues received for the first eight (8) consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the City.

A copy of the proposal evaluation score tabulation sheet is attached.

Budget Information:

All fees associated with this agreement will be paid on a 32.5% contingency basis from sales tax revenue recovered by MuniServices, LLC.

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

Attachments / click to download

- [Request for Proposal - Audit Services for Sales Tax Collections](#)
 - [Proposal Evaluation Score Tabulation Sheet](#)
 - [Council Review of Scope of Work](#)
 - [Draft Agreement](#)
-

**MuniServices, LLC
Consultant Services Agreement**

1. Us.

We are MuniServices, LLC, a Delaware limited liability company, and a wholly owned subsidiary of Portfolio Recovery Associates, Inc.; with an office at 7625 N. Palm Avenue, Suite 108, Fresno, California 93711. In this Agreement we are referred to as “MuniServices” or “we”, “our”, “us. We use our sister company, RDS, to assist us with work. Sometimes we will refer to you and us as the “Parties.”

If you need to contact us a short list of helpful contacts is attached as Attachment 3.

If you are sending us a notice required by this Agreement, send it to:

MuniServices, LLC
Attn: Legal Department
7625 N. Palm Avenue, Suite 108
Fresno, CA 93711
Email: legal@muniservices.com
Facsimile: 559.312.2957

When providing notice to us, you must also provide a copy of the notice to: PRA General Counsel, 120 Corporate Blvd., Suite 100, Norfolk, VA 23502. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. We do not accept notices by email or facsimile. Notice of rate changes or distribution changes must be sent by certified mail.

2. You.

You are the City of _____. You are a municipal corporation of the State of Texas. In this Agreement we will refer to you as “you”, “your”, “yours”. If we are sending you a notice required by this Agreement, we will send it to:

City of _____

Attn:

Address:

Email:

Facsimile:

3. Our Services and your payment.

We will provide you with the services listed in Attachment 1 (the “Services”). You will pay us the fees listed in that same Attachment. If we are providing more than one Service, each service will have a separate attachment and will be labeled Attachment 1-1, 1-2, etc.

4. What our Services do not include.

We do not provide to you or any third-parties any legal advice or services. We also do not provide tax advice to you or third parties. Also we cannot and therefore do not establish: the tax rates due from taxpayers; and the penalties and fees that are assessed against taxpayers (though we will calculate these amounts for you as part of the Services once you have established the rates). We also do not determine either the amount of refunds or the proper government account(s) that taxpayer receipts shall be deposited into.

5. Term of this Agreement.

The initial term of this Agreement begins on _____, 2015 (the “Effective Date”) and continues for a period of three years from the Effective Date. Thereafter this Agreement will automatically renew for three successive one year terms (each a “Renewal Term”), unless either party notifies the other in writing of its intent not to renew 90 days prior to the end of the initial term or any Renewal Term. There are some other ways this Agreement can end and those are found in Article I of the General Provisions, Attachment 2.

6. General Provisions.

The parties are also bound by the General Provisions as set forth in Attachment 2 of this Agreement, which are by this reference incorporated into this Agreement. If something in this Agreement contradicts the General Provisions, then what is said in this Agreement governs rather than the General Provisions.

The Parties are signing this Agreement on the Effective Date indicated in Section 5 above.

MuniServices, LLC

**City of _____,
a Municipal Corporation**

By: _____
Lisa Broussard, CPA
VP Central Operations

By: _____

Print Name: _____

Title: _____

ATTEST:

City Clerk

ATTACHMENT 1

Sales Tax Compliance Review

Article 1-Objectives and Methods

MuniServices' Sales Tax Compliance Review is designed to assist City with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for City while giving the City a more accurate sales tax base upon which to forecast its revenue.

Article 2-Scope of Work

In providing the Sales Tax Compliance Review, MuniServices shall:

- Meet with City's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the City's coordinator and define logical checkpoints for reviewing progress.
- Perform a review of the City's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the City, MuniServices will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance. MuniServices and/or the City may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

Article 3-Deliverables

Progress Reports

MuniServices will provide periodic progress reports to City in the form of status updates. These progress reports will also indicate areas in which City staff may further assist and improve the sales tax compliance review activities provided hereunder. MuniServices' progress reports will identify errors/omissions detected, documented and corrected and report on other services of benefit to City for the time period covered.

Article 4-Compensation

What the City will pay MuniServices.

Provided that the Effective Date is on or before [insert date 3 months out] in exchange for MuniServices performing the work indicated above, the City will pay MuniServices as follows:

The City shall pay MuniServices a 35% contingency fee. The fee applies to the sales and use tax revenue received by the City from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to: (a) past compliance -- sales and use tax revenues received by the City from prior periods; and/or (b) prospective compliance -- sales and use tax revenues received by the City from proper reporting for the first eight consecutive reporting quarters.

MuniServices will invoice City quarterly based on past and/or prospective compliance secured on behalf of City. Invoices are due and payable upon receipt.

All expenses incurred by MuniServices in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of MuniServices, except those expenses that receive prior written approval by City.

Additional Consulting

City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$300 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

Article 5 – City Assistance

City shall assist MuniServices by providing necessary information and assistance to include, without limitation, the following:

- Providing MuniServices, on a timely basis, information necessary to conduct its compliance review activities including but not limited to monthly tax payment histories.
- Providing two letters of authorization identifying MuniServices to local businesses and to the Texas Comptroller of Public Accounts and/or other state agencies as an authorized agent of City to perform sales and use tax reviews and to receive and examine taxpayer records (hard copy and electronic) necessary to assure sales and use tax compliance and revenue forecasts.
- Pursuing in good faith corrective action on errors and omissions detected by MuniServices.
- Issuing necessary documentation to the state to correct errors validated by MuniServices.

The parties agree that the City and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the City's sales and use tax, recognizing that MuniServices' role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing City with technical assistance, without assuming or being delegated the authority or responsibility of City to administer, interpret, and enforce its sales and use taxes.

Article 6 – Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the City will pay MuniServices per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. MuniServices will provide City with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). MuniServices is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

ATTACHMENT 1-1
Sales/Use Tax Analysis & Reporting Service Package (STARS)

Article 1-Objectives and Methods

MuniServices STARS Digest provides a specific analysis of the Client's sales tax composition, changes and performance. The STARS Digest graphically illustrates the Client's sales tax analysis. The MuniServices STARS Digest also includes specialized reports that provide analysis of the Client's sales tax economic base and performance for the latest complete quarter and benchmark year as well as a sales tax revenue projection for the balance of the current fiscal year and the following fiscal year.

Article 2-Scope of Work

1. Quarterly Stars Digest. MuniServices shall provide the Client with quarterly updated STARS Digests. MuniServices will provide one paper, bound copy of the quarterly STARS Digest and one electronic copy of the quarterly STARS Digest on CD. Client may request additional paper, bound copies of the STARS Digests in accordance with the terms in Section 1.3 of the Compensation section.

1.1 Contents. The quarterly STARS Digest contains the following reports, subject to the availability of Data:

- **Historical Collections Analysis** - Components of allocation payments by payment activity.
- **Top 100 Historical** - Historical performance of the top 100 accounts comparing current benchmark year ranking and sales tax produced with that of prior years.
- **Top 100 Detail** – Sales tax performance of the Client's top 100 sales tax accounts is shown in order of sales tax produced with the results for the most recent five quarters prominently displayed. The proportion of Client sales tax produced is also shown by each account.
- **Economic Category Performance** – An analysis of the changes that occurred by economic category and segment with the specific businesses responsible for the significant changes delineated.
- **Business Classification Code**- This report shows the business classification codes assigned by MuniServices based on the NAICS codes provided by the State Comptroller and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data are shown for each significant account.
- **Historical Economic Composition** - Data are summarized by economic category and segment by quarters and benchmark years. Percentage of total sales tax generated by each category and segment is also shown to indicate trends in sales tax composition as well as performance.
- **Cross-Reference Reports** - These reports allow the user to look up any of the significant accounts shown in the STARS Digest by name or address.
- **Geo-Area Reports (optional)** – This report tracks sales tax performance within designated geo-areas of the Client jurisdiction (e.g., key shopping centers, business parks, and downtown /business districts, etc.). Charts and printed reports are included for each geo-area. The Client may designate geo-areas and include the Geo-Area Reports in the STARS report for the fee set forth in the compensation section. This report is contingent upon the Client providing MuniServices with the geo area address ranges in electronic format that meets the following requirements:
 - XLS, DBF, or Comma Delimited Formats per MuniServices requirements;
 - and the components of the address range per MuniServices requirements.
(Please contact MuniServices for the details about how to layout the file the City will need to send us describing the area they want us to track.)
 - To provide the optional Geo-Area reports, MuniServices will standardize the street names in the permit file by:
 - Parsing the addresses to the United States Postal Service (USPS) standard.
 - Comparing the parsed addresses to the Texas' USPS file for standardization and manually verifying it.

MuniServices is not responsible for verifying the accuracy of the addresses in the permit file.

All of the reports in this paragraph (1.1) provide data that are based on the date on which the transaction took place and not on the date on which the payment was transferred to the Client.

1.2 Excluded businesses. The STARS Digest does not include any information on taxpayers that is not provided by the State Comptroller to the Client.

1.3 Accuracy. The STARS Digest relies on information provided by the State of Texas Comptroller's Office ("State Comptroller"). MuniServices has no obligation to verify the data provided by the State Comptroller. Only if Client elects to receive the Geo area reports will MuniServices clean or standardize the data received from the State Comptroller. MuniServices may also rely on information provided by third parties. Client acknowledges that MuniServices has no obligation to verify, remove redundancies, or otherwise clean or standardize the information provided by third parties.

1.4 Timing. MuniServices obligation to provide the STARS Digest is conditioned on City's delivery of required signed documentation to MuniServices to access the proper data from the State of Texas Comptroller's Office.

1.5 License of Electronic Version. MuniServices hereby grants Client a non-exclusive license to print unlimited copies of the STARS Digest from the electronic copy of the STARS digest, if:

- the copies are for internal Client use only; and
- the copies do not remove the confidentiality statements contained in the reports.

2. Business Classifications and Business Names Standardization (optional). If Client elects in writing to receive this service, and if the parties mutually agree in writing on the price, MuniServices will standardize the business classification codes and business names in the permit file for major accounts through the computer matching process, augmented with verification by calling taxpayers directly. After this standardization process, all the basic reports should display the standardized names and classifications.

3. Monthly Cash Report (MCR). The MCR is a monthly report that details the cash portion of sales tax data. The three reports that make up the MCR are sales tax permit summary, business classification summary, and a comparison of the current quarter year compared to same quarter last year. This report is most often paired with the Sales Tax Analysis & Reporting Service to create a comprehensive overview to keep clients up-to-date on the performance of businesses in the area.

3.1 Sales Tax Permit Summary

- 3.1.1 Identifies and categorizes changes by economic category, segment and major businesses
- 3.1.2 Explains current trends, counter-trend performance and major business changes in an easy-to-read format
- 3.1.3 Delivered as in printable format
- 3.1.4 Confidential report

3.2 Business Classification Summary

- 3.2.1 An up-to-24-month analysis report showing historical performance and comparisons for major businesses
- 3.2.2 Distinguishes between changes in List Filers and Local Filers in every business grouping
- 3.2.3 Delivered as a spreadsheet grid for client's internal analysis
- 3.2.4 Confidential report

3.3 Cash Analysis by Business Groupings

- 3.3.1 An up-to-24-month analysis report showing historical performance and comparisons for business groupings
- 3.3.2 Identifies expected trend and counter-trend performance in every business grouping
- 3.3.3 Distinguishes between changes in List Filers and Local Filers in every business grouping
- 3.3.4 Delivered as a spreadsheet grid for client's internal analysis
- 3.3.5 Confidential report

4. Sales Tax Forecasting. MuniServices provides a two-to-five year forecast to its clients every quarter. By updating the forecast quarterly, MuniServices delivers reliable, timely projections. Forecasts include:

4.1 Summary Page

- 4.1.1 Chart identifying historical sales tax and projected sales tax for pessimistic, most likely and optimistic scenarios.
- 4.1.2 Table identifying historical, current and future growth rates by scenario.

4.2 Detail Page for Each Fiscal Year

- 4.2.1 Identifies changes by economic category and segment

- 4.2.2 Identifies potential threats of sales tax loss
- 4.2.3 Identifies projected sales tax from businesses opening in the future
- 4.2.4 Accounts for abnormal variations in cash flow
- 4.2.5 Projects sales tax by scenario
- 4.2.6 Identifies total fiscal year sales tax depending on the final month in the Client's fiscal year (accrual scenarios)

In preparing the forecast, MuniServices analyzes and adjusts all major business accounts in accordance with market trends, individual business knowledge, expected corrections and changes in threats from business competitors or State law changes.

The bottom-up approach allows MuniServices to account for individual business changes while also accounting for changes in the local, regional, state, national and world economies.

5. Sales Tax Capture Leakage Analysis Service (optional). The STCL analysis shows how much potential sales tax revenue is being lost by residents shopping outside the Client's jurisdiction. The analysis provides:

- An analysis of sales tax revenue;
- Economic strengths and weaknesses in the local economic base; and
- Priority rankings by targeted industry clusters.

The STCL analysis can help cities focus on what businesses to attract and retain. It also includes reports on your sales tax trends, sales tax capture rates, and sales tax gap rates.

5.1 Contents. The quarterly STCL Analysis shows the capture/leakage by economic segment for the current year-ended quarter. Subject to data availability, the quarterly STCL Analysis contains the following information:

- 5.1.1 *Actual Sales Tax* - Provides sales tax by economic category, economic segment and business code.
- 5.1.2 *Potential Sales Tax* - Provides actual sales tax multiplied by its effective buying income divided by the region's effective buying income. In other words, the potential sales tax from your residents' income when following the regions buying patterns.
- 5.1.3 *Sales Tax Capture & Gap Analysis* - Provides an overview of how well the you are capturing potential sales tax based on its residents' effective buying income (disposable income) compared to purchasing habits in the region.
- 5.1.4 *Sales Tax Capture Leakage Analysis* - Provides a comparison of the actual sales tax with the expected sales tax, negative variance indicating amount of leakage, and positive variance indicating amount of capture.

5.2 Accuracy and Limits. The STCL Analysis relies on information provided by the State of Texas Comptroller's Office ("State Comptroller"). Consequently, if the State Comptroller does not provide you with information about a taxpayer, that taxpayer's information will not be included in the analysis. MuniServices may also rely on information provided by third parties. You acknowledge that we have no obligation to verify, remove redundancies, or otherwise clean or standardize the information provided by third parties or the State Comptroller. If the State Comptroller doesn't provide to you or you do not provide to us the data we need for the STCL analysis in the timeframe we specify, we have no obligation to provide you an STCL analysis for that quarter.

5.3 Timing. We will provide the STCL Analysis only after you deliver to us the signed documents required to access the proper data from the State Comptroller.

5.4 License of Electronic Version. We hereby grant you a non-exclusive license to print unlimited copies of the STCL Analysis from the electronic copy of the STCL Analysis, if:

- 5.4.1 the copies are for your internal use only; and
- 5.4.2 the copies do not remove the confidentiality statements contained in the Analysis.

5.5 Change in Legislation. If there is a change in Texas law that increases the scope of information available from State Comptroller compared to the scope of information available from State Comptroller on the date we sign this agreement, both parties will negotiate an amendment to this agreement. If data becomes unavailable, we may terminate this agreement with 10 business-days written notice to you.

6. Regional Sales Tax Comparison Report (optional). The purpose of the Regional Sales Tax Comparison Report (“Report”) is to provide the City with an analysis of their sales tax collections as compared to those of other cities in a defined region. MuniServices will prepare and electronically deliver the Report following successful receipt of the month’s payment data from the Texas State Comptroller’s Office. The Report provides the most current data available to local governments.

The Regional Sales Tax Comparison Report is a monthly report that details sales tax data for the client city and compares the data with up to eight cities within the region. The City may choose the eight cities that will be used for the data analysis. The same eight cities will be used throughout the duration of the agreement for this Report.

The Report:

- Lists the sales tax collected for each city by month.
- Compares the sales tax data to other cities by percentage.
- Each monthly report covers the previous 12 months.

Article 3-Deliverables

Quarterly Stars Digest. MuniServices shall provide the Client with quarterly updated STARS Digests. MuniServices will provide one paper, bound copy of the quarterly STARS Digest and one electronic copy of the quarterly STARS Digest on CD. Client may request additional paper, bound copies of the STARS Digests in accordance with the terms in Section 1.3 of the Compensation section.

Support Service. Included with the STARS Digest, MuniServices will provide the Client with a maximum of 2 hours per quarter of telephonic STARS Digest support. Telephonic STARS Digest support consists of teleconferences with a MuniServices representative who will explain the STARS Digest and answer questions about the STARS Digest.

Monthly Cash Report. Included with the STARS package is a Monthly Cash Report (MCR) that will be provided to the Client by email within 5 business days after the end of each month or receipt of the data from the state. The historical length of the report depends on history available from the Texas State Comptroller.

Sales Tax Forecast. Included with the STARS package is a 3-year forecast based upon previous current economic conditions and trends.

Geo Area Report (optional). Included with the STARS package will be the requested number of Geo Area Reports. The City may designate the Geo areas to be included in the Geo Area Report.

Quarterly STCL Analysis (optional). Each calendar quarter we will provide Client with an updated STCL Analysis in the form of one paper bound copy and one electronic copy on a CD.

Regional Sales Tax Comparison Report (optional). The Report is provided in an easy to read and printable format delivered as an electronic spreadsheet for the City’s internal analysis. The Reports are delivered electronically to the City as soon as we have the data available for production. The historical length of the Report depends on history available from the Texas State Comptroller.

Article 4-Compensation

Provided that the Effective Date is on or before [insert date 3 months out], in exchange for MuniServices performing the work indicated above, the Client will pay MuniServices as follows:

1.1 Annual fee. For the STARS Digest, Client shall pay MuniServices an annual fixed fee of \$xxxx per year (“annual fee”). Client shall pay the annual fee in four equal quarterly payments of \$xxxx. Included in the annual fee are the Quarterly STARS Digest, the Monthly Cash Report, and the Sales Tax Forecast.

MuniServices will invoice the City on a quarterly basis in sequence with the production of the Quarterly STARS Digest, the Monthly Cash Report, and the Sales Tax Forecast.

1.2 Optional Geo Area reports. Upon Client’s request, MuniServices will provide Geo Area reports for a one-time set-up fee of \$1,000 per geo area and \$500 annual fee per Geo Area. At any time, the Client may request changes in the geo areas for

an additional one-time fee of \$500 per Geo Area. If the addresses in the permit file have not been standardized thru MuniServices SUTA service, Client shall pay an additional one-time setup fee of \$750 for address standardization.

Client requests # _____ geo reports be provided along with the quarterly STARS digest.

By signing in the space provided here, I hereby authorize MuniServices to create and produce the additional number of geo-area reports indicated above, and agree to compensate MuniServices as outlined above.

By: _____

Name: _____

Title: _____

Date: _____

1.3 Optional Sales Tax Capture and Leakage Report. Upon request, MuniServices will include the Sales Tax Capture and Leakage Report with the STARS quarterly digest and you shall pay us \$250 per quarter for each quarter we provide you with a STCL Analysis. We will invoice the quarterly payments in the first month of each calendar quarter.

By signing in the space provided here, I hereby authorize MuniServices to create and produce the Sales Tax Capture and leakage report as described herein, and agree to compensate MuniServices as outlined above.

By: _____

Name: _____

Title: _____

Date: _____

1.4 Regional Sales Tax Comparison Report (optional). In exchange for MuniServices performing the work indicated above, the City shall pay MuniServices as follows:

For the Regional Sales Tax Comparison Report the City shall pay MuniServices a monthly fixed fee of \$125.00 ("monthly fee"). MuniServices will invoice the fee for the entire year (\$1,500) at the beginning of the contract term and at the beginning of each renewal period.

By signing in the space provided here, I hereby authorize MuniServices to create and produce the Regional Sales Tax Comparison Report as described herein, and agree to compensate MuniServices as outlined above.

By: _____

Name: _____

Title: _____

Date: _____

1.5 Additional Copies. MuniServices shall provide Client additional paper, bound copies of the STARS Digest upon Client's request at the rate of \$200 annually per additional copy, payable by Client in quarterly installments of \$50 per additional copy.

1.6 Adjustments. The Annual Fee, the fee for Additional Copies, and any of the optional fees shall each be adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index – South Urban (CPI-SU) as reported by the Bureau of Labor Statistics. The initial Consumer Price Index used for the first CPI adjustment will be the CPI-SU for the month in which the agreement is fully signed with the first adjustment to occur at the beginning of the

Calendar year following the first full calendar year of service. The adjustments thereafter will be based on the CPI-SU from December of the prior calendar year. Each Annual Fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%).

1.7 One-time fees. MuniServices will invoice the Client any applicable set-up fees along with the next invoice for the quarterly installment of the annual fee. Those set-up fees are due and payable within 30-days of the receipt of the invoice.

1.8 Additional Consulting. City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$300 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

Article 5 – Client Obligations

Confidentiality. The information provided to the Client in the STARS Digest is confidential. It is not open to public inspection. A Client may use the information only for the purpose of economic forecasting (Tex. Tax Code §321.3022(f)). Unauthorized distribution of confidential information by an officer or employee of a government agency is punishable by 6 months in jail and a \$1,000 fine (Tex. Govt. Code § 552.352). Client shall not use the STARS Digest for any purpose other than economic forecasting and shall not distribute the STARS Digest to any person unless that person is legally entitled to access the information in the STARS Digest, or except as may otherwise be required by law or court order.

Data: In order for us to provide the STARS reports the Client will need to deliver to MuniServices annually the signed documents required to access the proper data from the State Comptroller.

SAMPLE

**ATTACHMENT 2
General Provisions**

Article I

Within 5 business days after signing this agreement.	You will designate, in writing, one individual to whom we may address communications concerning this Agreement. This person or such person's designee will be the principal point of contact for us in obtaining decisions, information, approvals, and acceptances.
10 business days after you receive our invoice.	You have until this date to dispute in the invoice, or a portion of it, in writing. Your written dispute must be post-marked by this date and must be sent to the addresses in paragraph 1 of the Agreement. (Paragraph 1 is located on the front page of the agreement and is titled "Us".)
10 business days after we receive your written notice that you dispute an invoice or part of an invoice.	We will either correct the error or explain to you why we think the invoice is correct. During this time, we will not try to collect the amount being disputed.
30 days after receiving our invoice.	You must pay our invoice(s) by this date. If you do not pay by that time, we have the right to charge you interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, on any amounts you do not pay within thirty days. If we refer your account to an attorney for collection of past due amounts, we may charge you for our reasonable attorney fees, including costs for attorneys who are employed by us, and court costs incurred by us to the extent permitted by law. Any settlement of your account balance for less than what is owed requires our written consent.
40 days after receiving our invoice	If you have not paid, and have not disputed an invoice as provided above, then we may terminate this Agreement with no further notice and we have no further obligation to you.
When you provide us with information for use in the Services.	By providing us information, you represent that: <ul style="list-style-type: none"> • you have the right to provide us the information without violating the rights of third-parties; • your release of the information to us does not violate any applicable laws and regulations; and • to the best of your knowledge the information is accurate and not defamatory. You will notify us immediately if there is a change in the information you have provided to us.
If we send you a report or other deliverable.	You will review all reports we provide to you in a timely fashion and you will notify us immediately if you find a discrepancy in any of the information we have provided to you. Upon payment therefore, we will grant you all right, title, and interest in and to the reports, charts, graphs, and other deliverables we are required to produce under this Agreement.
While the Agreement is effective.	We will keep in full force and effect insurance coverage during the term of this Agreement including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. You may at any time request copies of our certificates.
90-days after prior written notice.	This Agreement terminates for convenience but only if the terminating party sends the notice to the person designated to receive notices under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement).

<p>After giving written notice of a breach other than a failure to pay.</p>	<p>The non-breaching party may immediately terminate this Agreement if:</p> <ul style="list-style-type: none"> • the written notice of the breach was sent to the person designated to receive notices for the breaching party under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement); and the breach is not your failure to pay (that situation is addressed separately below.); and • the breach has not been cured in a reasonable time after the breaching party received notice. <p>Ordinarily, 30 days will be a reasonable time to cure the breach but if the party receiving notice of the breach can demonstrate that the breach will take more than 30 days to cure, the non-breaching party and breaching party will agree on an extended period to cure the breach.</p>
<p>After the occurrence of a “financial default”</p>	<p>A party may terminate this Agreement immediately if the other party experiences a “financial default.” A “financial default” means:</p> <ul style="list-style-type: none"> • a material adverse change in a party’s financial condition that adversely affects its ability to perform hereunder; or • a party becomes or is declared insolvent or bankrupt; or • a party is the subject of any proceedings relating to liquidation or insolvency or for the appointment of a receiver; or • a party makes an assignment for the benefit of all or substantially all of its creditors; or • a party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations. <p>If you experience a “financial default” then we may, at our option, declare the entire outstanding amounts and costs owing to us hereunder immediately due and payable.</p>
<p>This Agreement is terminated or expires.</p>	<p>You remain obligated to: (1) pay us for Services performed through the effective date of the termination or expiration; (2) if applicable, provide us with all the information necessary for us to calculate what you owe us on revenue you receive after the termination or expiration; and (3) if applicable pay invoices we send you after the expiration or termination of this Agreement for Services performed before termination or expiration or for continuing payments required by the Scope of Work or for both.</p>

Article II. The parties also agree to the following miscellaneous terms.

1. *Independent Contractor.* We are an independent contractor. Nothing in this Agreement is to be interpreted as: creating the relationship of employer and employee between you and us or between you and any of our employees or agents; or creating a partnership or joint venture between you and us. We are responsible for any subcontractors we use in performing Services for you and we are solely responsible to pay those subcontractors. We may perform similar services for others during this Agreement and you agree that our representation of other government sector clients is not a conflict of interest.
2. *Compliance with Laws.* The parties agree to comply with all applicable local, state and federal laws and regulations during the term of this Agreement.
3. *Intellectual Property.* We retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement.
4. *Waiver.* Either party's failure to insist upon strict performance of any provision of this Agreement are not to be construed as a waiver of that or any other of a party's rights under this Agreement at any later date or time.
5. *Force Majeure.* Neither party is liable for failing to perform its obligations hereunder (other than payment obligations) where performance is delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.
6. *Counterparts.* This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
7. *Assignment.* MuniServices may assign this Agreement, in whole or in part, without your consent to any corporation or entity into which or with which MuniServices has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MuniServices; or any corporation or entity which acquires all or substantially all of the assets of MuniServices. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
8. *Public Release and Statements.* Neither you nor we nor each of our representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other Party. No Party or its agent will use the name, mark or logo of the other Party in any advertisement or printed solicitation without first having prior written approval of the other Party. The Parties shall take reasonable efforts to ensure that its Subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other Party without that Party's prior written approval. In addition, the Parties agree that their contracts with all Subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
9. *Entire Agreement.* This Agreement is the entire Agreement between us and you for the Service(s). This Agreement supersedes and replaces any prior Agreements, of whatever kind or nature, for the Service(s) Any prior Agreements, discussions, or representations not expressly set forth in this Agreement are of no force or effect. No additional terms, Purchase Order Terms and Conditions, or oral or written representations of any kind are of any force and effect unless in writing and signed with the same formality as this Agreement
10. *No Oral Modification.* No modification of this Agreement is effective unless set forth in writing and signed with the same formality as this Agreement.
11. *Invalidity.* If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.
12. *Construction.* This Agreement is to be construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals.
13. *Headings.* The section headings herein are for convenience and reference purposes only and are not to serve as a basis for construction or interpretation.

Attachment 3
MuniServices Helpful Contacts

Contact	Project Role	Phone	Email
Brenda Anderson	Client Services Manager	817.771.4066	brenda.anderson@muniservices.com
Ted Kamel	Client Services Manager	903.952.9794	ted.kamel@muniservices.com
Lisa Broussard, CPA	VP Central Operations	713.459.5079	lisa.broussard@muniservices.com
Jonathan Gerth	VP Audit Services	205.423.4177	jvgerth@revds.com
Janis Varney	VP Sales & Use Tax Audit	559.271.3011	janis.varney@muniservices.com
Chris Yeary, CPA	VP, Sales & Use Tax Audit	972.447.4953	chris.yeary@muniservices.com
Christy Cato	VP Tax Administration	205.423.4136	ccato@revds.com
Tim Hunter	Franchise Fee Manager	205.423.4170	tjhunter@revds.com
Mike Balliet	Waste Hauler Auditor	949.378.2205	MBalliet@cox.net
Carol Dyar	Tax Administration Manager	205.423.4145	cdyar@revds.com
Kandi Brem	HOT Production Manager	817.905.7027	kandi.brem@muniservices.com
Irene Reynolds	Client Relations Manager	559.271.6867	irene.reynolds@muniservices.com
	Billing Department	757.321.2517	billing@portfoliorecovery.com
Francesco Mancina	VP Government Relations	559.288.7296	fran.mancina@muniservices.com
Brenda Narayan	Director of Govt. Relations	916.261.5147	brenda.narayan@muniservices.com
Patricia Dunn	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com



Agenda Item No.17:
Scope of Work for Sales Tax Audit
City Council Meeting: 1-20-2015

- City Council's review and approval of scope of work for RFP
- The intent of the sales tax audit is to determine if:
 - All businesses operating within the City of Kyle that are subject to sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts,
 - The City of Kyle is being correctly allocated all sales and use tax due from the Texas State Comptroller of Public Accounts, and
 - To correct any records, if necessary, in order to collect on any unrealized sales tax revenue due to the City.



Agenda Item No.17:
Scope of Work for Sales Tax Audit
City Council Meeting: 1-20-2015

- RFP will require firms to describe their methodology, strategies, and timelines to be included in the audit plan for examining records
- How firms will determine if unrealized sales tax revenue is due to the City of Kyle
 - Identify, document, and correct any business entity operating within the City limits of Kyle from which the City is not being allocated its share of sales tax receipts by the Texas Comptroller.
 - Identify, document, and correct misclassification of revenue subject to sales tax reported by any business entity operating within the City limits of Kyle resulting in the City not being allocated its share of sales and use tax receipts by the Texas Comptroller.
 - Identify, document, and correct any sales tax reporting omissions and or errors.
 - Provide written reports on a monthly basis on the findings and results of the ongoing examination.



Agenda Item No.17:
Scope of Work for Sales Tax Audit
City Council Meeting: 1-20-2015

- Contract for the sales tax audit will be for a period not to exceed 12-months
- Compensation for the selected audit firm will be based on a contingency fee basis - to be paid from recovered sales tax revenue
- Next Steps:
 - January 2015: City Council approves scope of work and directs staff to issue RFP
 - February 2015: RFP developed and issued
 - February 2015: Proposals reviewed and evaluated
 - March 2015: City Council's consideration of contract award



CITY OF KYLE, TEXAS

REQUEST FOR PROPOSALS (RFP)

**RFP 2015-01-PM
AUDIT OF CITY SALES TAX COLLECTIONS**

**PROPOSAL DUE DATE:
FEBRUARY 27, 2015 AT 2:00 P.M. (CST)**

ISSUED BY:

**City of Kyle, Texas
Financial Services Department**



**NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 2015-01-PM**

AUDIT OF CITY SALES TAX COLLECTIONS

The City of Kyle will accept sealed Proposals for Audit of City Sales Tax Collections **until 2:00 P.M., February 27, 2015**, in the City's Financial Services Department. **Proposals received after this time will not be considered.**

Proposals will be acknowledged on March 2, 2015 at 8:00 A.M. Attendance is not required. All interested persons are invited to attend the acknowledgement at the City of Kyle, Financial Services Department's Conference Room, Kyle City Hall, 100 W. Center Street, Kyle, Texas.

Please mark on the outside of the envelope and on any carrier's envelope: "RFP No. 2015-01-PM for Audit of City Sales Tax Collections", and send to the attention of Mr. Perwez A. Moheet, CPA, Director of Finance, 100 W. Center Street, Kyle, Texas 78640 (physical location) or P.O. Box 40, Kyle, Texas, 78640 (mailing address).

The City of Kyle will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposals to the City of Kyle by the given deadline above. Electronic transmission or facsimile of Proposals will not be accepted.

The City of Kyle reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the City of Kyle.

Perwez A. Moheet, CPA
Director of Finance
City of Kyle, Texas



CITY OF KYLE, TEXAS
ACKNOWLEDGEMENT FORM
(Complete & Submit Upon Receipt)

Request for Proposals for Audit of City Sales Tax Collections.

Please fax or mail this page upon receipt of the RFP package and legal notice.

Check one:

- Yes, I will be able to send a response based on RFP package received.**
- Yes, I will be able to send a response based on RFP package obtained from the City of Kyle's website.**
- No, I will not be able to send a response to this RFP for the following reason:**

If you are unable to send your response to this RFP, kindly indicate your reason above and return this form to Mr. Perwez A. Moheet, CPA, Director of Finance, City of Kyle **via fax to: (512) 262-3800**. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____



ETHICS STATEMENT
(Complete and Return this Form with Response)

The undersigned firm, by signing and executing this RFP, certifies and represents to the City of Kyle that the firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this RFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Kyle concerning this RFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this RFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Kyle in return for the person having exercised their person's official discretion, power or duty with respect to this RFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Kyle in connection with information regarding this RFP, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF KYLE, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES AND LIABILITIES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION OR PERFORMANCE OF THIS RFP.

I have read all of the specifications and general RFP requirements and do hereby certify that all items submitted meet specifications.

FIRM: _____

OFFICER NAME: _____

OFFICER SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(Complete and Return this Form with Response)**

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they, the principals in the firm, and the firm:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible from providing audit services, record review and examination services, financial advisory services, associated management services, and or voluntarily surrendered their license to provide such related services in the State of Texas and or the United States of America.
2. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from conducting any business and or financial transactions by any department or agency of Federal, State, and or local government.
3. Have not been convicted of, 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;
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in item 3 above of the certification; and
5. Have not within a five year period preceding this RFP had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



**AUDIT OF CITY SALES TAX COLLECTIONS
(RFP 2015-01-PM)**

A. DESCRIPTION OF THE CITY

The City of Kyle is a political subdivision and municipal corporation of the State of Texas (the "State"), duly organized and existing under the laws of the State including the City's Home Rule Charter, initially adopted by the voters in the year 2000.

The City operates as a Home Rule City under a Council-Manager form of government with a City Council comprised of the Mayor and six Council Members. The City Manager is the chief executive officer for the City of Kyle. The City covers approximately nineteen square miles and has an estimated population of 32,000 in 2015.

Kyle is a thriving community having easy access to major highways and roadways including Interstate Highway 35. Kyle is strategically located eight miles north of San Marcos, twenty miles south of Austin and sixty miles north of San Antonio. Kyle is the second largest city in Hays County and enjoys a south central location convenient to most major population and employment centers in Texas.

B. THE CITY COUNCIL

The governing body of the City, the City Council, is comprised of a Mayor and six Council Members each elected for a term of three years. The Mayor and Council Members for Place 1, 3, and 5 are elected from the City at-large. Council Members for Place 2, 4, and 6 are elected from single member districts. The current members of the City Council are:

Mayor: R. Todd Webster

Mayor Pro Tem: Diane Hervol, District 1

Council Members: Becky Selbera, District 2
Shane Arabie, District 3
David Wilson, District 4
Samantha Bellows-LeMense, District 5
Tammy Swaton, District 6

C. INTENT

The City of Kyle, Texas, hereinafter referred to as "the City", is soliciting proposals for Audit of City Sales Tax Collections. It is the City's desire to contract with a firm to perform an audit of state and city records to determine if:

1. All businesses operating within the City of Kyle that are subject to city sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts.



2. All internet sales that are subject to local City of Kyle sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts,
3. The City of Kyle is being correctly allocated all city sales and use tax due each month from the Texas State Comptroller of Public Accounts, and
4. Coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure that collection of any unrealized sales tax revenue to the City.

The Offeror submitting the successful proposal must clearly demonstrate its ability to not only perform the audit and examine the records but also to be able to ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

D. PROPOSAL SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS

One (1) original and three (3) copies of the response, including all required forms and applicable supporting documentation, are required. The original must be clearly marked "ORIGINAL".

Proposals are due no later than February 27, 2015 by 2:00 p.m., Central Standard Time. The responses must be bound and sealed when submitted. The response material must be addressed and delivered to:

**Mr. Perwez A. Moheet, CPA
Director of Finance
City of Kyle**

**Physical Address
100 West Center Street
Kyle, Texas 78640**

**Mailing Address
P.O. Box 40
Kyle, Texas 78640**

The outside of the sealed envelope or container must state:

RFP #2015-01-PM – AUDIT OF CITY SALES TAX COLLECTIONS

Responses received after the above date and time submission deadline will be rejected. Timely proposals will be opened on the date specified in the RFP. All proposals that have been submitted shall be open to public inspection after the contract is awarded,



except for trade secrets and confidential information contained in the proposals marked “confidential” by the proper responding party.

E. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this Request for Proposals must be submitted, in writing, no later than 2:00 p.m. on February 13, 2015 and shall be emailed to Mr. Perwez Moheet, CPA, Director, Financial Services Department at pmoheet@cityofkyle.com.

It is the intent and purpose of the City that this RFP permits competitive proposals. It is the Offeror’s responsibility to advise the Director, Financial Services Department, City of Kyle, if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

F. CONTRACT TERM

The initial contract shall be for a one (1) year period commencing on April 1, 2015. The City shall have the option to extend the term of the contract for two (2) additional one-year periods.

G. CANCELLATION

The City has the option to terminate the contract during the first six (6) months of the contract if the successful Offeror does not perform the contract to the City’s satisfaction. Thereafter, either party may terminate the contract by giving the other party thirty (30) days prior written notice. The successful contractor/firm may not assign the contract to any other party without the prior written consent of the City.

The City of Kyle is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract (or renewal option) for which funding is not available.

H. AUDIT OF CITY SALES TAX COLLECTIONS REQUIRED

Background

The City of Kyle imposes a 1.50 percent local sales tax on all retail sales, leases and rentals of most goods, as well as taxable services. Each month, the Texas Comptroller of Public Accounts allocates sales tax receipts entitled to the City of Kyle and sends a payment to the City for its share of local sales tax collected.



Nature of Services Required

The City of Kyle is soliciting proposals from qualified firms to perform an audit of city sales tax collections. Proposals from qualified sales tax audit firms must describe in detail the methodology, strategies, and timelines to be included in the audit plan for examining records in order to determine unrealized sales tax revenue is due to the City of Kyle.

- Determine if all businesses operating within the City of Kyle that are subject to city sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts
- Determine if all internet sales that are subject to local City of Kyle sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts
- Determine if the City of Kyle is being correctly allocated and paid all city sales and use tax due from the Texas State Comptroller of Public Accounts, and
- Identify, document, and correct any business entity operating within the City limits of Kyle from which the City is not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
- Identify, document, and correct misclassification of revenue subject to sales tax reported by any business entity operating within the City limits of Kyle resulting in the City not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
- Identify, document, and correct any city sales and use tax reporting omissions and or errors.
- On behalf of the City, coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure collection of any unrealized sales tax revenue due to the City.
- Provide written reports on a monthly basis on the findings and results of the ongoing examination.

I. QUALIFICATIONS OF OFFEROR

By submitting a proposal, the Offeror certifies that they are duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Offeror must not be indebted to the City and shall not owe any back taxes to the City. The Offeror warrants that they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

The contract will be awarded by the City to a responsible Offeror only. In order to qualify as responsible, an Offeror must meet the following qualifications as they relate to this request for proposals:



1. Have adequate technical and financial resources for performance.
2. Have the necessary experience, organization, technical skills and capabilities for conducting audits of sales tax collections for cities, correction of records, recovery of unrealized sales tax revenue, and coordination with the Texas Comptroller of Public Accounts for correction of records.
3. Have a satisfactory record of performance in conducting audits of sales tax collections for cities, correction of records, recovery of unrealized sales tax revenue, and coordination efforts with the Texas Comptroller of Public Accounts.
4. Have a minimum of five (5) years of providing audit services for sales tax collections for similar or larger size municipalities such as the City of Kyle, Texas.

J. OTHER REQUIREMENTS

It will be the Contractor's responsibility to assure compatibility of City and Texas Comptroller's data files and transmittal medium to the Contractor's computer system. The Contractor shall bear all costs, if necessary, for data conversion and any incidental costs related to data transfer.

All information supplied by the City and the Texas Comptroller to the Contractor shall be kept confidential and not disclosed to parties other than the Contractor's employees on a need-to-know basis for the purpose of contract performance.

K. EXCEPTIONS

Any exceptions to the requirements stated herein must be stated, in writing, in the Offeror's response. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, in order for consideration to be given to the proposal.

L. COMPENSATION

It is anticipated by the City of Kyle that the compensation for this audit will be on a contingency fee basis as a percentage of actual revenue recovered.

An Offeror's proposal in response to this RFP must include a section titled "Compensation" for audit of City sales tax collection. In this section the proposer must clearly outline and disclose how the compensation for the audit services will be determined, calculated, and billed to the City. In addition, this section the Offeror must also provide examples to describe in detail how the compensation will be determined, calculated, and billed including billing frequency.



M. PROPOSAL FORMAT

The proposer must include the following items in their proposal and discuss each in complete detail:

1. A Transmittal Letter from an authorized representative of the responding firm that has the authority to bind the firm by entering into a formal contract for service.
2. Completed Vendor Acknowledgement Form.
3. Discuss understanding of the scope of work being requested by the City of Kyle under this solicitation.
4. Discuss how the responding contractor/firm meets the proposer's qualifications outlined in Section I.
5. Proposals from qualified sales tax audit firms must describe in detail the methodology, strategies, procedures, and timeline for accomplishing the scope of work specified in this RFP for audit of city sales tax collections including software, platform, etc.
6. Provide a list and resume of personnel that will be assigned to this project.
7. Provide a time table or project schedule for completing the required scope of work.
8. Discuss compensation methodology for audit of City sales tax collection. The proposer must clearly outline and disclose how the compensation for the audit services will be determined, calculated, and billed to the City. In addition, this section must also provide examples to describe in detail how the compensation will be determined, calculated, and billed including billing frequency. Please be absolutely clear and specific in your response.
9. Provide a minimum of five (5) references of municipalities or local governments where the proposer has completed a similar scope of work for audit of sales tax collections.

N. SELECTION AND AWARD PROCESS

All proposals received by the City of Kyle in response to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms may be identified for interviews by the evaluation committee.

1. Selection will be based on the evaluation factors described in this RFP.
2. The evaluation committee will recommend a qualified firm to the Kyle City Council. The City Council will make the final selection of the contractor based on the evaluation committee's recommendation and whether the qualified Offeror's proposal is determined to be the most advantageous to the City.



3. No individual City employee or any City Department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services.

O. EVALUATION FACTORS

The City will evaluate all proposals received under this solicitation using but not limited to the following factors:

1. Completeness of proposal submitted
2. Understanding of the scope of work and services required
3. Proposer's qualifications and experience
4. Offeror's methodology, strategies, and procedures proposed to accomplish the scope of work and other requirements specified by the City in this RFP
5. Project schedule
6. Qualification and experience of personnel assigned
7. Compensation/fee proposal

P. RIGHT OF THE CITY TO REQUEST FURTHER DOCUMENTATION

The City reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the negotiation/award/appointment phase.

Q. RIGHT OF THE CITY TO CANCEL REQUEST FOR PROPOSALS, ELECT NOT TO AWARD, REJECT PROPOSALS, AND WAIVE INFORMALITIES OR IRREGULARITIES

The City expressly reserves the right to cancel this RFP at any time, to elect not to award any or all of the contracts cited in this RFP, to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

R. EQUAL OPPORTUNITY IN CITY BUSINESS CONTRACTING

Race, religion, sex, color, ethnicity, and national origin will not be used as criteria in the City's business contracting practices. Every effort will be made to ensure that all persons regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the City.

S. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent and requirements of this RFP.



Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

T. PROPOSAL COPIES

OFFEROR MUST SUBMIT AN ORIGINAL AND THREE (3) COPIES OF THE SEALED PROPOSAL PRIOR TO THE DUE DATE/TIME DEADLINE AT THE FOLLOWING ADDRESS:

Mr. Perwez A. Moheet, CPA
Director of Finance
City of Kyle
P.O. Box 40
Kyle, Texas 78640

FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE. The original must be clearly marked "ORIGINAL".

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Offerors shall become the property of the City of Kyle, Texas when received.

U. PROPOSAL PREPARATION COSTS

Issuance of this RFP does not commit the City of Kyle, Texas, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the City of Kyle, Texas to enter into contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the Offeror.

V. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Proposals will be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.



The City of Kyle, Texas will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

W. CONFLICT OF INTEREST

The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Kyle, Texas.

By signing and submitting the Proposal, the Offeror certifies and represents to the City the Offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Request for Proposal.

X. ANTI-LOBBYING PROVISION

During the period between proposal submission date and the contract award, Offerors, including their agents and representatives, shall not discuss or promote their proposal with any member of the Kyle City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude Offerors from discussing other matters with City Council members or City Staff. This policy is intended to create a level playing field for all potential Offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Offeror's proposal.

Y. AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of Offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND



THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify the proposal from being accepted by the City of Kyle, Texas.

Z. TERM APPLIED INTERCHANGEABLY

The term offeror, proposer, contractor, firm, consultant, or responder are interchangeably used throughout this RFP document to mean the same qualified entity or an individual submitting a proposal in response to this solicitation.



ABOUT THIS DOCUMENT

This document is a Request for Proposal (RFP). It differs from an Invitation to Bid in that the City of Kyle, Texas is seeking a solution, as described in the RFP, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposal will not guarantee an award recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award.

The proposal evaluation criteria should be viewed as standards that measure how well an Offeror's approach meets the desired requirements and needs of the City of Kyle, Texas. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Offerors (after receipt of all proposals).

A Purchase Order/Contract may be awarded to a qualified Offeror submitting the best proposal. The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.

The final selection and award of a contract can only be authorized by the City Council of the City of Kyle, Texas.



APPENDIX A

CITY OF KYLE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Kyle, Texas shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted by the successful Offeror prior to contract execution. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars.

Type of Contract

Type and Amount of Insurance

Professional Services

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including Advertising Injury, Products Coverage.

Professional Liability Insurance with a minimum of \$1 million per occurrence and \$2 million aggregate.

Workers Compensation insurance as required by state law.



Notices

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All copies of the Certificates of Insurance shall reference the project name or RFP number for which the insurance is being supplied.

All notices shall be given to the City at the following address:

Mr. Perwez A. Moheet, CPA
Director of Finance
City of Kyle
P.O. Box 40
Kyle, Texas 78640





CITY OF KYLE, TEXAS

Meeting Date: 3/17/2015
Date time: 7:00 PM

Approve OPEB Trust Fund Investment Policy

Subject/Recommendation: Approve adoption of an investment policy for the City of Kyle's Other Post-Employment Benefit Trust Fund. ~ *Perwez A. Moheet, CPA, Director of Finance*

Other Information:

On November 18, 2014, the City Council approved a 5-year trust and investment management services agreement with three 1-year renewal options with PEB TRUST administered by FirstSouthwest for the City of Kyle's post-employment medical benefits plan.

This action is to request City Council's approval to adopt the attached investment policy exclusively for all funds held in the City of Kyle's Other Post-Employment Benefit (OPEB) Trust Fund.

The City of Kyle Post Employment Benefit Plan (OPEB), a retirement plan qualified under Internal Revenue Code Section 115, provides retirement benefits to eligible employees of City of Kyle. The assets of the Plan are held in a tax-exempt trust for the benefit of the Plans' participants and beneficiaries. The objective of the Plan is to provide employees with a source of medical benefit in retirement from accumulated contributions and investment returns.

The Investment Policy contains guidelines regarding the investment of the assets held in trust for the Plan to assist the City in effectively selecting, monitoring and evaluating the investments and/or investment managers for the Plan.

The purposes of this Investment Policy is to:

1. Set forth the investment objectives, policies and guidelines, which the City judges to be appropriate and prudent, in consideration of the needs of the Plan.
2. Establish the criteria against which the investments and/or the investment management organizations selected by the City are to be measured.
3. Set forth the target asset mix for the investment of the Plans' assets.
4. Serve as a review document to guide the City's ongoing Cover Memo oversight of the investment of the Plans' assets.

STAFF RECOMMENDATION

City staff recommends approval and adoption of an investment policy for the City of Kyle's Other Post-Employment Benefit (OPEB) Trust Fund. This OPEB Trust Fund is being managed under a 5-year agreement with PEB TRUST administered by FirstSouthwest.

OTHER POST-EMPLOYMENT BENEFITS OFFERED BY THE CITY

The City of Kyle offers health insurance coverage for a selective class of retirees who have completed twenty-five (25) years or more of continuous service as a full-time employee. These types of benefit provided by an employer to its retirees (other than pension plans) is commonly referred to as an Other Post-Employment Benefits (OPEB) plan.

In 2009, the City amended its health insurance coverage benefits plan and as a result, three groups of employees for purposes of eligibility were established with different benefit coverage. The three employee groups are as follows:

Group 1 Retirees:

All former full-time employees, who have retired from the City after twenty-five (25) years or more of continuous service as an officer or employee of the City. All current full-time employees who have completed five (5) or more years of continuous service as a full-time employee of the City of Kyle by 4-1-2009 and complete a total of twenty-five (25) years or more of continuous service as an officer or employee of the City.

For Group 1 retirees, the City pays 100% of the cost of providing health insurance coverage which is to be at the same level as all other regular employees. The City also pays 100% of the cost of providing dental and vision coverage for this group of retirees until they reach the age of 65. This benefit is for the retired City employee only and not for their spouse or family.

Under Group 1, the City currently has one retiree receiving benefits and potentially thirteen (13) current employees who could be eligible to receive benefits if they complete 25 years of continuous service.

Group 2 Retirees:

All current full-time employees who have completed less than five (5) of continuous service as a full-time employee of the City of Kyle by 4-1-2009 and complete a total of twenty-five (25) years or more of continuous service as an officer or employee of the City.

For Group 2 retirees, the City pays a maximum of \$300.00 per month towards the cost of providing health insurance coverage which is to be at the same level as all other regular employees. The \$300.00 per month amount was set in April 2009 (base year) and is to be adjusted annually each October 1st based on the change in consumer price index (CPI) during the preceding 12-month period April through March. This benefit is for the retired City employee only and not for their

spouse or family.

The City does not provide dental and vision coverage at its cost to retirees in Group 2. Under Group 2, the City currently does not have any retirees receiving benefits. There are potentially thirty seven (37) current employees who could be eligible to receive health insurance coverage benefits if they complete 25 years of continuous service.

Group 3 Retirees:

Any full-time employee hired after 4-1-2009 and subsequently completes twenty-five (25) years or more of continuous service as an employee of the City. The City, under the amended plan, does not offer health insurance coverage to retirees in Group 3. Currently there are one hundred ten (110) employees who were hired after April 1, 2009.

REGULATORY COMPLIANCE REQUIREMENTS

The Governmental Accounting Standards Board (GASB), the authoritative body that is responsible for establishing standards by prescribing accounting and financial reporting requirements for all state and local governmental entities, issued Standards 43 and 45 outlining specific accounting and financial reporting requirements for Other Post-Employment Benefits (OPEB) offered by governmental entities.

The regulatory and reporting standards require that expenses associated with retiree health benefits be accrued over the working lifetime of employees rather than expenses on a "pay-as-you-go" basis as retirees incur claims. GASB standards require that all government entities conduct actuarial valuations every two to three years depending on the entity's size.

These standards also require that all contributions made by the City towards its OPEB obligations be administered and managed in an irrevocable trust held by a qualified third party independent of the City.

Legal Notes:

Budget Information:

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

Attachments / click to download

 [OPEB Trust Fund Investment Policy](#)

City of Kyle

**OTHER POST-EMPLOYMENT
BENEFIT TRUST FUND
INVESTMENT POLICY**

Prepared: March 2015

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INVESTMENT POLICY AND SELECTION
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***Section 1* — INTRODUCTION**

The City of Kyle Post Employment Benefit Plan (the “Plan”), a retirement plan qualified under Internal Revenue Code Section 115, provides retirement benefits to eligible employees of City of Kyle.

The assets of the Plan are held in a tax-exempt trust for the benefit of the Plans’ participants and beneficiaries. The objective of the Plan is to provide employees with a source of retirement income from accumulated contributions and investment returns.

The Plan City (the “City”) is responsible for overseeing and monitoring the investment of the Plans’ assets, with the guidance of the City’s Finance Director. It will generally be responsible for:

- A. Promulgating the Plans’ Investment Policy Statement.
- B. Selecting the investment funds in which the Plans’ assets will be invested and/or the investment managers who will be responsible for investing the Plans’ assets.
- C. Reviewing and making changes in the investment funds and/or investment managers for compliance with the Investment Policy Statement.
- D. Making revisions to the Investment Policy Statement to reflect changing conditions within the Plans or the investment environment or to make it more effective.

The City is authorized to retain professional investment advisory services to provide advice with respect to the investment and monitoring of the Plans’ assets under the guidance of the City.

This Investment Policy Statement is intended to set forth the general policies that the City will apply in selecting, monitoring and modifying the investments and/or investment managers for the Plans. While the City intends for this Investment Policy Statement to assist the City in satisfying its fiduciary duties and in making prudent investment decisions, no investment results or performance is, or can be, guaranteed; and no such guarantee is intended.

Section 2 — **PURPOSE**

This Investment Policy Statement contains guidelines regarding the investment of the assets held in trust for the Plan to assist the City in effectively selecting, monitoring and evaluating the investments and/or investment managers for the Plan.

The purposes of this Investment Policy Statement are to:

- A. Set forth the investment objectives, policies and guidelines, which the City judges to be appropriate and prudent, in consideration of the needs of the Plan.
- B. Establish the criteria against which the investments and/or the investment management organizations selected by the City are to be measured.
- C. Set forth the target asset mix for the investment of the Plans' assets.
- D. Serve as a review document to guide the City's ongoing oversight of the investment of the Plans' assets.

Section 3 — INVESTMENT OBJECTIVES

It is the intention of the City to build and maintain the Plans' trust through employer contributions that satisfy legal requirements and investment returns. The City expects that the amount of investment income plus capital appreciation from the Plans' trust combined with contributions to the trust will exceed the amount of OPEB plan payments. Over shorter periods, the City understands that at times investment income plus capital appreciation plus contributions to the trust may, in total, be less than the amount of OPEB plan payments.

Because of the long-term nature of the Plans' obligations, the City's intent is to consider the following goals in managing the trust:

- A. Long-term (*i.e.*, five years and more) performance objectives;
- B. Maintenance of cash reserves sufficient to pay benefits under the Plan; and
- C. Achievement of the highest long-term rate of return practicable without taking excessive risk that could jeopardize the Plans' funding policy or subject the Plans' sponsors to undue funding volatility. **Due to the long-term nature of this investment, the standard risk of safety over liquidity and return will be adjusted to be balances over safety and return.**

The specific investment performance objective is for the trust to achieve a rate of investment return over any five-year period that both:

- A. Meets or exceeds the Plans' actuarial interest rate assumption,
- B. Exceeds the return of the following custom market index: 1% cash, 34% Barclays Capital Aggregate Bond index, 36% S&P 500, 6% Russell 2000 index, 6% Russell Midcap index, and 17% EAFE index.

In carrying out the foregoing policy and objectives, the trust will be invested in accordance with the guidelines set forth in Section 4.

***Section 4* — INVESTMENT GUIDELINES FOR ASSET MANAGEMENT**

The assets of the Plans will be invested in a manner consistent with generally accepted standards of fiduciary responsibility. The City will act with the care, skill, prudence and diligence under the prevailing circumstances that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The City will discharge its duties with respect to the investment of the trust solely in the interest of the participants and beneficiaries of the Plan.

The City will select appropriate investment alternatives using the following criteria:

- A. The City may select investment managers from one or more of the following:
 - 1) Mutual fund management companies;
 - 2) Banks;
 - 3) Registered investment advisory firms; and
 - 4) Insurance companies.
- B. Each investment manager must clearly articulate for the City the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- C. Each investment manager must be able to provide for the City historical quarterly performance numbers calculated on a time-weighted basis and reported net of all fees.
- D. Each investment manager must provide for the City volatility measurements so that an appropriate risk/return profile can be evaluated.
- E. Each investment manager must be able to provide for the City information on its history, key personnel, fee schedules and expenses, and current investment exposure.
- F. A City of Kyle designated Investment Officer may change the Target Allocation and ranges and shall report any change to the City

The City recognizes that the trust's long-term investment performance will be greatly affected by the mix of the asset classes in which it is invested; accordingly, because of the policy and objectives stated in Section 3, the trust's asset allocation will favor equity investments.

Specifically, the City has identified the following asset classes to be appropriate for investment by the trust. In addition, the City has defined the following ranges to be used as parameters of investment percentages the Plans' assets:

	<i>RANGE</i>		
	<i>MINIMUM</i>	<i>MAXIMUM</i>	<i>TARGET</i>
Fixed Income Assets:	29%	39%	34%
Large cap	31%	41%	36%
Mid cap	1%	11%	6%
Small cap	1%	11%	6%
International	12%	22%	17%
Cash/Money Market Assets	0%	6%	1%
Total			100%

Managers that manage a separate account for the trust shall have full discretion over portfolio investment decisions, subject to the following guidelines and restrictions. To the extent that commingled or mutual fund vehicles are utilized, the investment policies of those vehicles are the operative documents established herein:

- A. Investment managers will be delegated full discretion to exercise all voting rights including, but not limited to, voting proxies.
- B. For purposes of the foregoing, real estate, and securities convertible to common stock shall be classified as equity assets; money held by an insurance company in its general account shall be classified as fixed income assets.
- C. Each investment manager will diversify each asset class appropriately and will seek to moderate volatility and risk as is appropriate for the asset class. The investment manager will not invest in commodities, private placements, or letter stock. The investment manager will not engage in non-covered short sales or margin trading. Transactions consisting of the purchase or sale of futures or options contracts may be permitted to the extent that they are used to diversify or equitize the portfolio and not used as speculative investments. Speculative investment in these derivatives is not permitted without the previous written approval of the City.
- D. The investment manager must ensure, to the extent practicable, that all equity transactions (whether agency or principal) are executed at competitive rates and all fixed income transactions are competitively bid and must explain in writing to the City the reasons for any unusually high transaction costs.
- E. The investment manager, when practicable, will disclose to the City any significant change in the investment manager's personnel, organization, ownership, or asset management policy or method.

Section 5 — PERFORMANCE EVALUATION

The investment performance of the individual investments and/or investment managers will be monitored quarterly and reviewed at least annually relative to the objectives and guidelines described herein. The investment performance evaluations may include performance analyses and comparisons with the appropriate indices and investment fund universes.

The City does not expect to respond to short-term investment developments, recognizing that the accumulation of value for eventual retirement benefit payout is generally a long-term objective and that investment competence must be measured over a complete market cycle. The City, nevertheless, may act on interim qualitative judgments. Qualitative factors which will be reviewed on an ongoing basis include any fundamental changes in a manager's investment philosophy, organizational structure, financial condition (including any significant changes in total assets under management), personnel and fee structure.

The City has established as one of its investment fund and/or investment manager selection criteria that, as a general proposition, over a complete market cycle, each of the Plans' investment funds and/or investment managers should typically rank in the upper half of the universe of all active investment funds and/or active managers in the same asset class with similar investment objectives.

Performance Review

The investment options will be reviewed at least annually. Among other things, the performance review of the investment options may include the following:

- A. The measurement of investment returns.
- B. A comparison of investment returns to their appropriate benchmarks.
- C. A ranking of investment returns within their appropriate universes.
- D. The measurement of risk.
- E. An assessment of each investment's adherence to the stated policies and objectives.

Termination of Investment Options

Reasons for considering replacing an investment and/or investment manager may include, but are not limited to:

- A. Significant under-performance relative to the appropriate benchmark.
- B. Significant under-performance relative to the appropriate universe average.
- C. Significant change in risk (increase or decrease).
- D. Change or loss of key personnel, relative to the significance of the particular investment.
- E. Significant increase or decrease in assets under management.
- F. A change in business practices.

- G. A change in investment style or discipline.
- H. Failure to alert the City to pertinent changes, lawsuits or regulatory violations.
- I. Investing in non-approved securities.
- J. Identification by the City of a more suitable investment option.
- K. City decision to change investment managers.

Other Review

The Investment Policy Statement will be reviewed at least annually to determine the continued appropriateness of the Investment Policy Statement in achieving the stated purpose. However, it is not expected that the Investment Policy Statement will change frequently. In particular, short-term changes in the financial markets will not require adjustments to the Investment Policy Statement.

A review of the program concerning the diversity of options, the use of the options, the growth of the program, and any strategic planning concerning demographics will also be conducted periodically. The City will receive a report on investment performance quarterly.

***Section 6* — INVESTMENT MANAGER SELECTION**

The assets of the Plan are invested under the supervision of the City. The City has chosen to select investment managers from the following asset classes. In addition the City has established an investment objective for each asset class and established appropriate benchmarks and universes to be used to evaluate the investment options.

The City understands that the indexes selected have no fees associated with their returns and the universe average is net of the fees of the underlying funds. The investment options are not required to exceed their benchmarks and universes every quarter, but are used as a basis for judging the appropriateness of the investment option selected over a full market cycle.

The asset class, objective, benchmark and comparative universe are outlined in Appendix B.

APPENDIX A – SELECTED INVESTMENT OPTIONS

The following asset classes and investment options have been selected for the Plan:

Asset Class	Investment Option	Ticker
Intermediate Bond	Metropolitan West total Return Bond M	MWTRX
Large Blend Index	Vanguard 500 Index Admiral	VFIAX
Mid-Cap Blend	Vanguard Mid Cap Index Admin	VIMAX
Small-Cap Blend	JPMorgan US Small Company Instl	JUSSX
International	Laudus Int'l MarketMasters Sel	SWMIX

APPENDIX B – BENCHMARK

The following asset classes and investment options have been selected for the Plan:

Asset Class	Investment Option	Ticker
Intermediate Bond	Metropolitan West total Return Bond M	MWTRX
Large Blend Index	Vanguard 500 Index Admiral	VFIAX
Mid-Cap Blend	Vanguard Mid Cap Index Admin	VIMAX
Small-Cap Blend	JPMorgan US Small Company Instl	JUSSX
International	Laudus Int'l MarketMasters Sel	SWMIX

APPENDIX C – BENCHMARK DEFINITIONS

A. Fixed Income Options

Asset Class	Objective	Benchmark	Universe
Cash/Cash Equivalents	The investment objective of the Cash Option is to provide capital preservation.	The 3-Month Treasury Bill is the benchmark.	N/A
Intermediate Bond	The investment objective of the Bond Option is to provide income with a minor focus on capital growth.	The Barclays Capital Aggregate Bond Index is the benchmark.	The Bond Option selected will be compared to a universe of Intermediate-Term Bond mutual funds.

B. Equity Options - Domestic

Asset Class	Objective	Benchmark	Universe
Large Capitalization Blend	The investment objective of the Stock Index option is to track the performance and risk of the Standard & Poor's 500 index.	The S&P 500 Index is the benchmark. The investment options will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Large Capitalization Blend mutual funds.
Mid Capitalization Blend Style	The investment objective of the Mid Capitalization Blend Option is to provide long-term growth of capital primarily using domestic mid capitalization securities with a blend of value and growth oriented styles of management.	The Russell Mid-cap Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Mid Capitalization Blend mutual funds.
Small Capitalization Blend Style	The investment objective of the Small Capitalization Blend Option is to provide long-term growth of capital primarily using domestic small-cap securities with a blend of value and growth oriented styles of management.	The Russell 2000 Stock Index is the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of Small Capitalization Blend mutual funds.

C. Equity Options – Non U.S.

Asset Class	Objective	Benchmark	Universe
International Stock	The investment objective of the International Stock Option is to provide long-term growth of capital primarily using securities of companies located outside of the United States.	The Morgan Stanley/Capital International (MSCI) Europe, Australia and Far East (EAFE) Stock Index or MSCI All Country World Index ex. U.S. (ACWI ex US) will be the benchmark. The investment option will be compared to the return and the risk of the benchmark.	The investment option selected will be compared to a universe of International Stock mutual funds.

APPENDIX D – Investment Policy History

Date	Action	Manager	Asset Class	Comments

APPENDIX E — GLOSSARY

The following terms will have the following meanings:

Investment Manager

“Investment manager” means the asset manager or managers expressly authorized and empowered to cause its portion of the trust to be invested and reinvested in its sole discretion (but governed by the provisions of this Investment Policy Statement) within the asset class or classes for which it is employed to manage.

Investment Return

“Investment return” means investment income and realized and unrealized gains and losses, all net of investment fees and expenses.

Market Cycle

For purposes of this Investment Policy Statement a “market cycle” will be defined as a market peak-to-trough-to-peak (or a trough-to-peak-to-trough).

Rate of Return

“Rate of return” means the annual rate of investment return.

Investment Officer

“Investment Officer” refers to the council or charter designated officials with the responsibility of investing City funds. Investment officers are required to meet educational requirements under the Public Funds Investment Act.



CITY OF KYLE, TEXAS

Meeting Date: 3/17/2015
Date time: 7:00 PM

Authorization to Auction Surplus Police Radio Equipment on GovDeals

Subject/Recommendation: Declare all police radio equipment as identified and listed herewith to be surplus city owned property and authorize the sale of said surplus city property as listed to the highest bidder by auction on GovDeals, an Internet-based auction marketplace. ~ *Jeff Barnett, Chief of Police*

Other Information: The Kyle Police Department as explained in the attached memorandum has recently completed the migration to the new Opensky network frequency and purchased new radio equipment.

The Police Department has determined the old police radio equipment as surplus and is requesting authorization from the City Council to remove the old radio equipment from inventory, declare such radio equipment as surplus city property, and authorize the sale of such surplus property in its entirety through internet based public auction.

In an effort to increase marketability and responsive bids, management intends to list and auction all radio equipment as a “single lot” on the GovDeals' auction website rather than listing each equipment individually.

The following documents are attached to provide detailed information:

1. Memorandum from the Kyle Police Department explaining the surplus nature of the police radio equipment.
2. A complete list of surplus police radio equipment.
3. Photographs of surplus police radio equipment.

Legal Notes:

Budget Information: All proceeds from the sale of the surplus police radio equipment will be deposited in the City's General Fund and will be available for City Council's consideration in future budgets. A Fiscal Note is not required.

Cover Memo

Attachments / click to download

 [Supporting Documents for Surplus Police Radio Equipment](#)



KYLE POLICE DEPARTMENT

111 North Front Street - Kyle, Texas 78640

MEMORANDUM

Date: March 4, 2015

To: Perwez Moheet, Director of Finance

Cc: Andy Alejandro, Senior Accountant; Jeff Barnett, Chief of Police

From: Tracy Vrana, Sergeant of Special Services Bureau

Re: Request to Auction LCRA EDACS Radio Equipment

Perwez,

We have completed the migration to the new Opensky network frequency and new radio equipment. At this time we are ready to remove the old radio equipment from our inventory and submit it in its entirety to be auctioned. Please consider this request for approval so that we may move forward.

In total, we have the following equipment inventoried and ready for auction:

- (14) M/A COM brand (Harris) EDACS 500M (Mdl# KRD103143/31R8A) mobile/in-car radios
 - (4) split mount type & (10) full/non-split mount type
 - (8) external speakers (M/A COM)
 - (14) corded mics (Harris)
 - Some wiring cables are cut or missing
- (23) M/A COM brand (Harris) EDACS LPE-200 (H9D93X/4X) handheld/portables
 - (3) Full key/i-Call models & (20) partial key/non i-Call models
 - (12) lapel mics

- (22) base chargers
- (18) batteries
- (22) antennas
- (1) 6-bay rapid charger
 - One bay may be non functional

It is important to note the following factors:

- All radios have been decommission and deprogrammed
- All equipment was working since its last use, however, much of the equipment has been in storage for a substantial amount of time and there is no way for this department to effectively test the equipment.
- This equipment, as we understand, is no longer in production and replacement parts may no longer be available.
- All equipment is used and no guarantee will be made to its functionality

Included along with this request you will find attachments in the form of several photos and on Excel file representing the inventory of this equipment. Please advise if anything else is needed to facilitate this request.

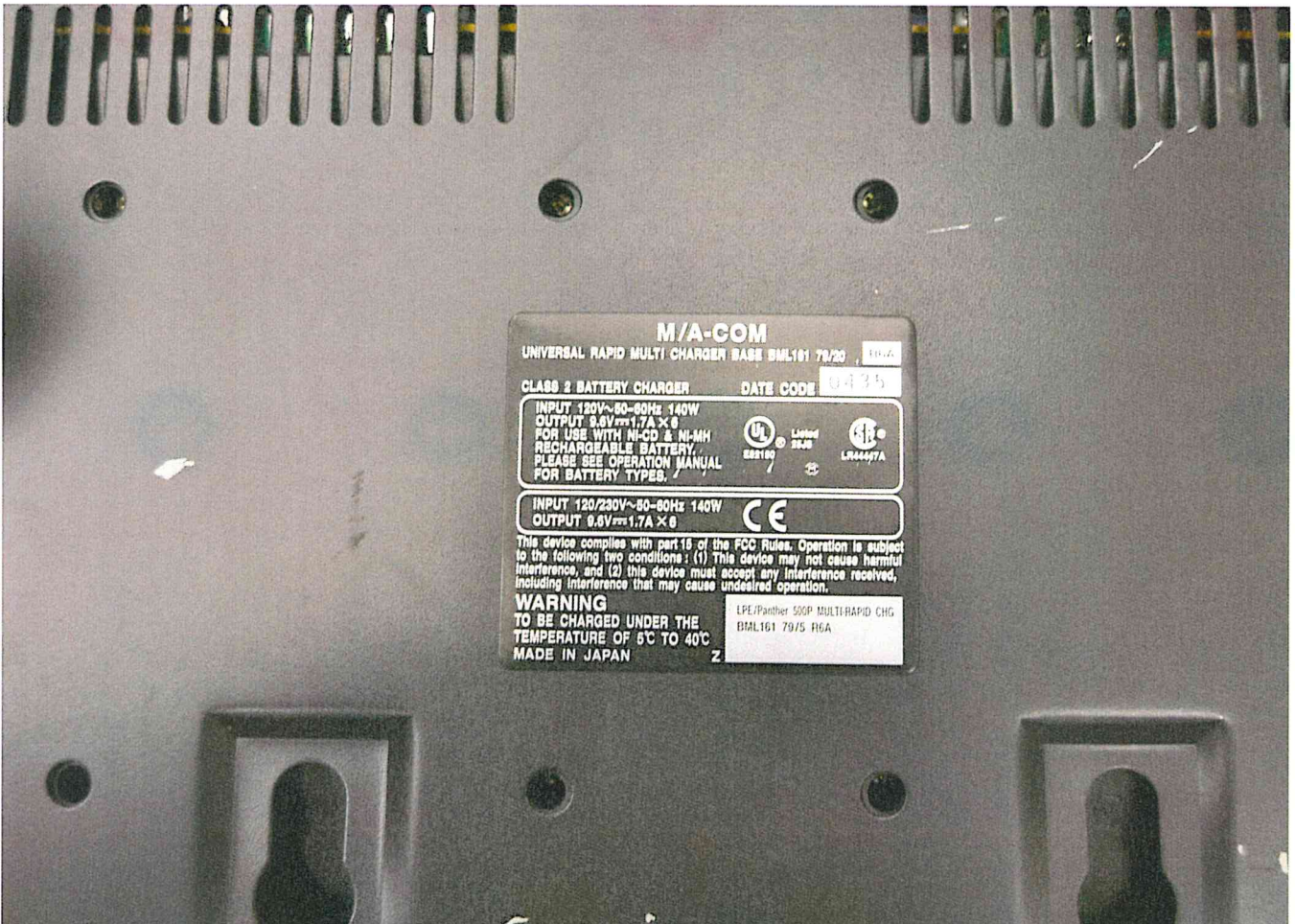
Sincerely,

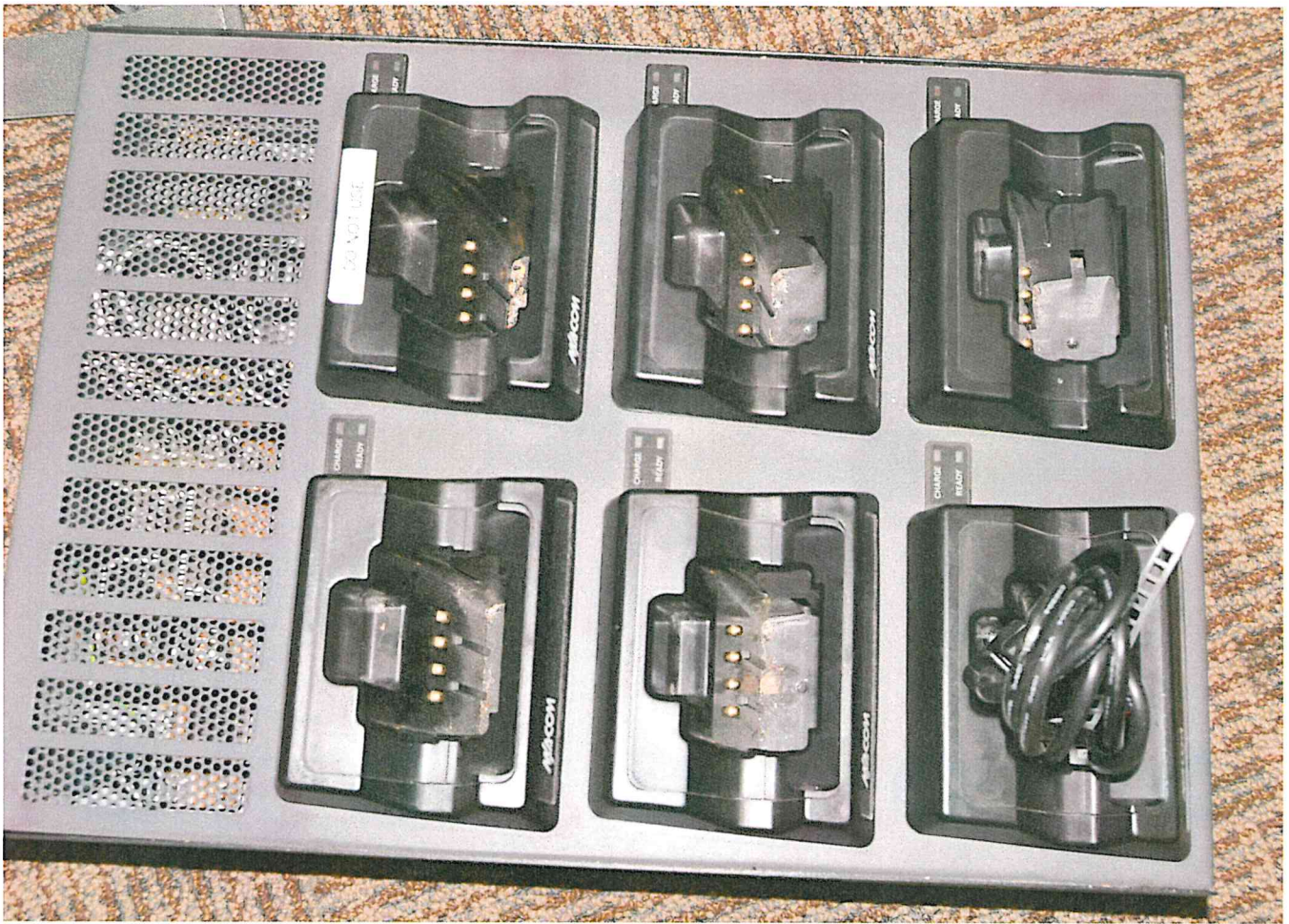
Sgt. T. Vrana

	EDACS			Mobile Mount Type & Accessories				Portable Type & Accessories					
	Mobile 500M, PE-200 Sca	Mdl#	SN	Split	Full	Ext. Spkr	Mic	Full Key	Partial Key	Lapel	Base Charge	Battery	Antenna
1	7367	KRD 103 143/31 R8A	430752	1			1						
2	7369	KRD 103 143/31 R8A	430822		1		1						
3	7370	KRD 103 143/31 R8A	430864	1			1						
4	7371	KRD 103 143/31 R8A	430863		1		1						
5	7372	KRD 103 143/31 R8A	430820		1		1						
6	7373	KRD 103 143/31 R8A	UNK	1			1						
7	7374	KRD 103 143/31 R8A	430693		1		1						
8	7375	KRD 103 143/31 R8A	426292	1			1						
9	7381	KRD 103 143/31 R8A	426313		1								
10	7392	KRD 103 143/31 R8A	9085300		1								
11	7393	KRD 103 143/31 R8A	9082891		1								
12	7394	KRD 103 143/31 R8A	9082861		1								
13	7395	KRD 103 143/31 R8A	9082878		1								
14	7391	KRD 103 143/31 R8A	9082996		1		1						
15	7377	KRD 103 143/31 R8A	430824		1								
16	7352	H9D93X	9813519					1	1	1	1	1	1
17	7353	H9D93X	9814280					1	1	1	1	1	1
18	7354	H9D93X	9814266					1	1	1	1	1	1
19	7355	H9D93X	9814306					1	1	1	1	1	1
20	7356	H9D93X	9814302					1	1	1	1	1	1
21	7357	H9D93X	9814219					1	1	1	1	1	1
22	7358	H9D93X	9814299					1	1	1	1	1	1
23	7359	H9D93X	9814286					1	1	1	1	1	1
24	7361	H9D93X	9814208					1	1	1	1	1	1
25	7362	H9D93X	9814268					1	1	1	1	1	1
26	7363	H9D93X	9814272					1	1	1	1	1	1
27	7364	H9D93X	9814205					1	1	1	1	1	1
28	7365	H9D93X	9814297					1		1	1	1	1
29	7378	H9D93X	9814357					1		1	1	1	1
30	7379	H9D93X	9814380					1		1	1	1	1
31	7380	H9D93X	9814376					1		1	1	1	1
32	7382	H9D93X	9814825					1					1
33	7383	H9D93X	9814802					1		1	1	1	1
34	7385	H9D93X	9814671					1		1	1	1	1
35	7386	H9D93X	9815080					1		1			1
36	7387	H9D94X	9815639							1			1
37	7388	H9D94X	9815666					1		1			1
38	7389	H9D94X	9815640					1		1			
Totals				4	10	8	14	3	20	12	22	18	22



















CITY OF KYLE, TEXAS

Meeting Date: 3/17/2015
Date time: 7:00 PM

Approve Extension of ILA with Plum Creek Conservation District

Subject/Recommendation: Discuss and possible approval for renewal and a 3-year extension through August 31, 2017 of the Interlocal Agreement between City of Kyle and eleven other entities for the implementation of the Plum Creek Watershed Protection Plan. ~ *J. Scott Sellers, City Manager*

- Update of Plum Creek Watershed Protection Project. ~ Nick Dornak

Other Information: In July 2011, the City of Kyle executed an interlocal agreement regarding implementation of the Plum Creek Watershed Protection Plan among:

1. Hays County
2. Caldwell County
3. City of Luling
4. City of Kyle
5. City of Buda
6. City of Lockhart
7. City of Uhland
8. Guadalupe-Blanco River Authority
9. Plum Creek Conservation District
10. Polonia water Supply Corporation
11. Caldwell-Travis Soil & Water Conservation District #304, and
12. Hays County Soil & Water Conservation District #351

This interlocal agreement was executed on July 11, 2011 by the "financing parties" as the agreement referred to the above agencies and expired on August 31, 2014.

The extension of the interlocal agreement will be effective as of September 1, 2014 and will expire on August 31, 2017.

A complete copy of the original interlocal agreement and the extension are attached.





Legal Notes:

Budget Information: A Fiscal Note is attached.

Cover Memo

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

Attachments / click to download

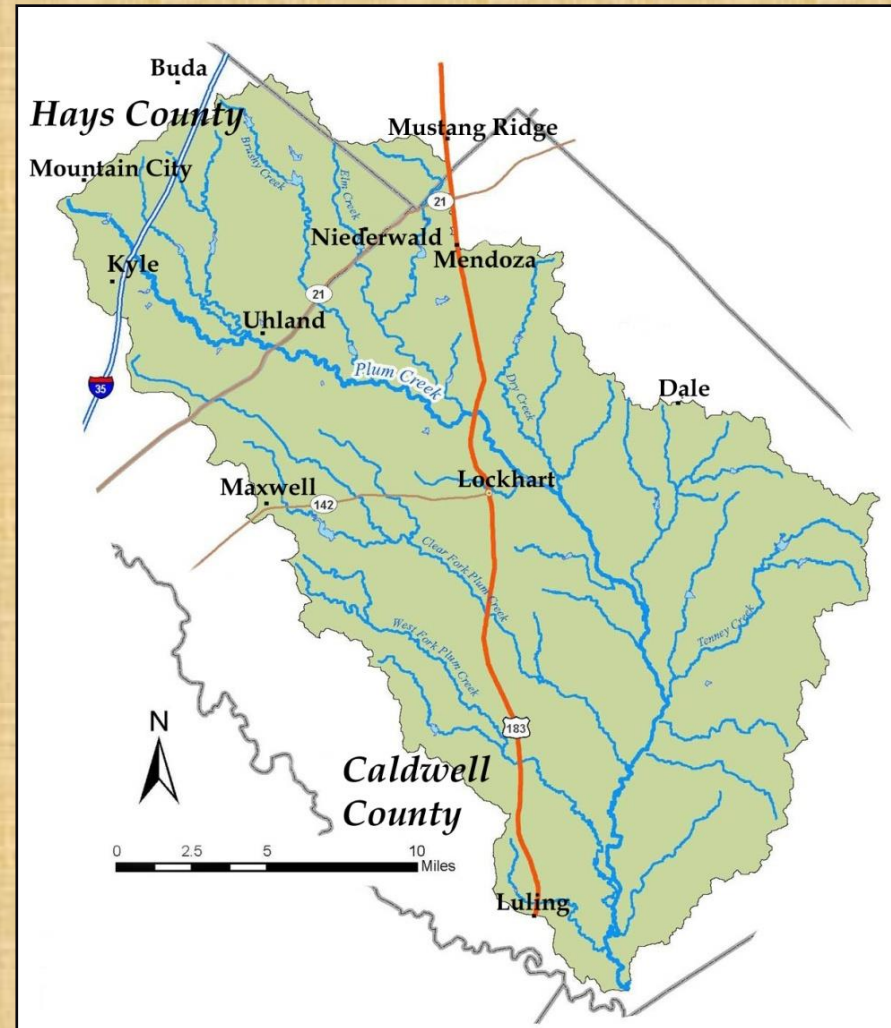
-  [PCCD ILA Extension](#)
 -  [PCCD ILA Original](#)
 -  [Fiscal Note](#)
 -  [Plum Creek Watershed Partnership](#)
-

Plum Creek Watershed Partnership



The Plum Creek Watershed

- 397 square mile drainage
- Tributary to the San Marcos River
- Plum Creek was placed on the 2004 Texas 303(d) list for exceeding the primary contact recreation water quality standard for bacteria (*E. coli* < 126 cfu). To date, all 3 segments remain impaired.
- Delisted in 2010 TCEQ Integrated Report: Reclassified from 5c to 4b
- 2012 TCEQ Integrated Report concerns: DO, Habitat, Nitrate, Orthophosphorus, Total P

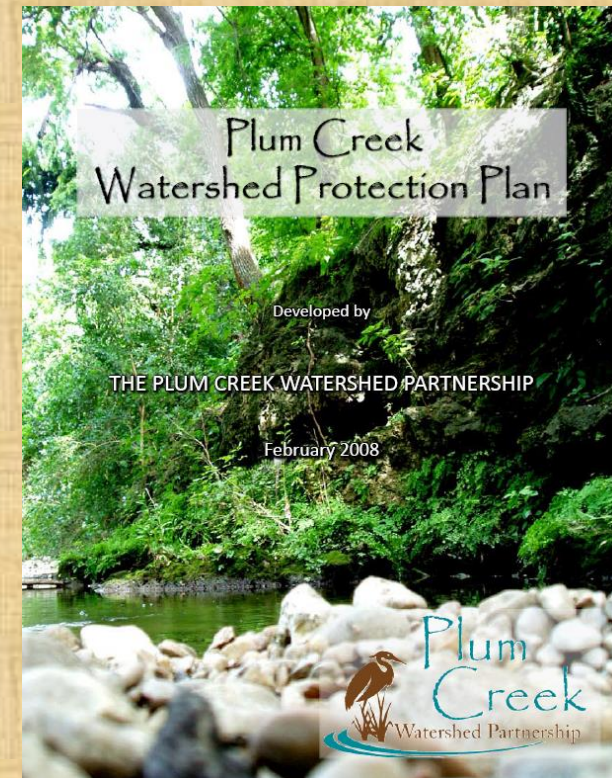


THE PLUM CREEK WATERSHED PARTNERSHIP

est. 2006

“The *Partnership* works with citizens, businesses and officials in the watershed to restore the health of Plum Creek, recognizing that success in improving and protecting water resources depends on the people who live and work there.”

--Plum Creek Watershed Protection Plan, 2008



Plum Creek Watershed Partnership

Program Updates ~

Nick Dornak, Watershed Coordinator



WINTER / SPRING PARTNERSHIP UPDATES

Local communities and volunteers coming together



- **Caldwell County**
 - Keep Lockhart Beautiful
 - Scrap Tire Collection Events (CAPCOG Grant for \$8,460)
 - LID for Caldwell Co. Justice Center – TCEQ CWA §319(h) Grant
 - Feral Hog Task Force – CHAMP, CHOMP and more...
 - Contested Case Hearing for 130 Environmental Park – Permit No. 2383
 - March 26 at 10:00 a.m. – Caldwell Co. Justice Center
- **Hays County**
 - 2nd Annual Negley Elementary Outdoor Expo
 - Hillside Terrace Planning and Design progress
 - Aqua Texas / City of Kyle WWTF permit renewal process
 - Kyle Plum Creek Cleanup set for February 28 (KTB Waterways Cleanup)

KEEP LOCKHART BEAUTIFUL

2015 Governor's Community Achievement Award Highlights

- Application submitted Feb. 3, 2015
- \$160,000 landscaping project awarded (9K < 15K pop.)

- *KLB Business Partner Program*
- *7th Annual KLB Cleanup & Environmental Fair*
- *PCWP Workshops and Cleanup Events*



Caldwell County Community Tire Collection Event

Saturday, February 21, 2015
8.00am-12.00pm

423 San Marcos Hwy, Luling Texas
Precinct #2 County Barn
8.00 am till 12.00 pm

WHAT TO BRING FROM HOME Only these items will be accepted:

Passenger/Light Truck Tires

Tires with rims will not be accepted.

Skid Steer, Semi Truck, Tractor tires will not be accepted.

No more than (25) Twenty Five tires per vehicle will be accepted at the gate. If you have a large quantities of tires .Please call the number listed below for information.

While space allows, tire disposal will be provided at No Cost To Caldwell County Citizens

***Waste generated by business & commercial farming will not be accepted**

Questions?
Want to volunteer?

Call the Caldwell County Environmental/Code Department @ 1-512-398-1836

Or Your Local Commissioner:

WHAT NOT TO BRING

These types of items will not be accepted:

- Acids
- Antifreeze
- Batteries
- Cell Phones/Telephones/Fax Machines
- Cleaning products, such as Polish, Oven Cleaner, Drain Opener, Stain Remover
- TVs/VCRs,Furniture,Carpet,Househod Refuse
- Microwaves,Appilances
- Computers/Monitors/Printers
- Lawn & Garden Chemicals, Herbicides & Pesticides
- Motor Oil & Filters
- Transmission & Brake Fluid
- Household Products Labeled "Caution", "Warning", or "Poison"
- Paint, Lighter Fluid, Solvents & Varnish
- Pool Chemicals Agricultural Chemicals
- Household Materials,Recylable Products
- Dioxins
- Explosives/Fireworks/Ammunitions
- Industrial or Commercial/Business Waste
- No Propane Cylinders of Any Kind & No Compressed Gases
- Medical & Pharmaceutical Items
- Radioactive Materials
- Asbestos Containing Material
- Paint
- Metal
- Plastics, Paper/Cardboard/Newsprint
- Brush, lawn refuse

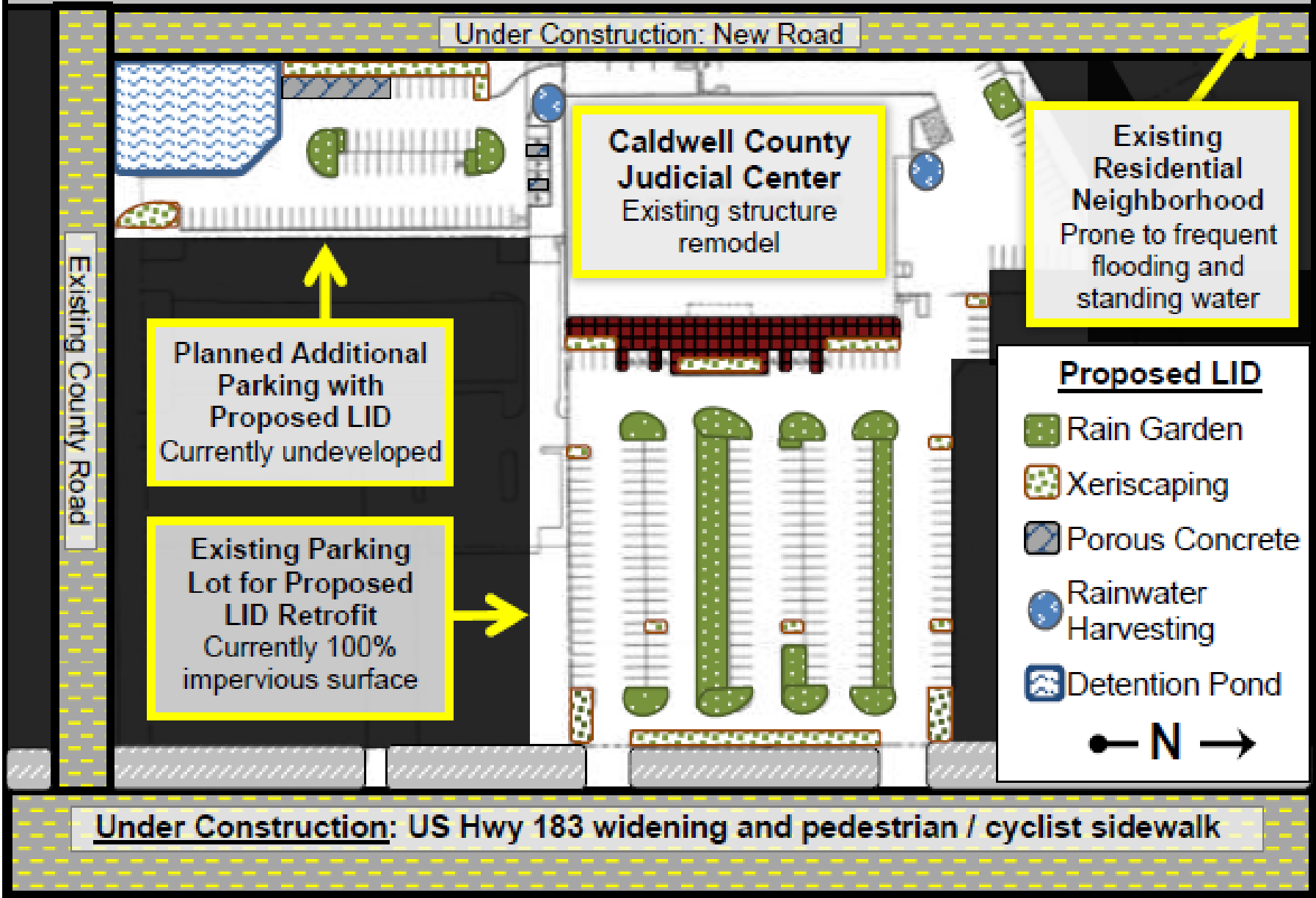
Please bring proof of residency in Caldwell County such as:

- Utility Bill
- Property Tax Statement or Drivers License



Lets Clean Up Our Community!

Implementing LID for Caldwell County Judicial Center: Conceptual Drawing



Under Construction: New Road

**Caldwell County
Judicial Center**
Existing structure
remodel

Existing
Residential
Neighborhood
Prone to frequent
flooding and
standing water

Existing County Road

Planned Additional
Parking with
Proposed LID
Currently undeveloped

Existing Parking
Lot for Proposed
LID Retrofit
Currently 100%
impervious surface

Proposed LID

- Rain Garden
- Xeriscaping
- Porous Concrete
- Rainwater Harvesting
- Detention Pond

● N →

Under Construction: US Hwy 183 widening and pedestrian / cyclist sidewalk

CHAMP Highlights

Implementation of the Caldwell-Hays County Feral Hog Action Plan

- Programs Implemented October 2013 through August 31, 2014
- Landowner Cooperative Hunting/Trapping
 - Over 150 approved participants
 - 4,060 feral hogs removed
 - \$4.66 / hog

“Hog Hunters Appreciation Brunch, Raffle and Awards”
- Aerial Control
 - 736 feral hogs removed
 - \$59.42 / hog (contract only)

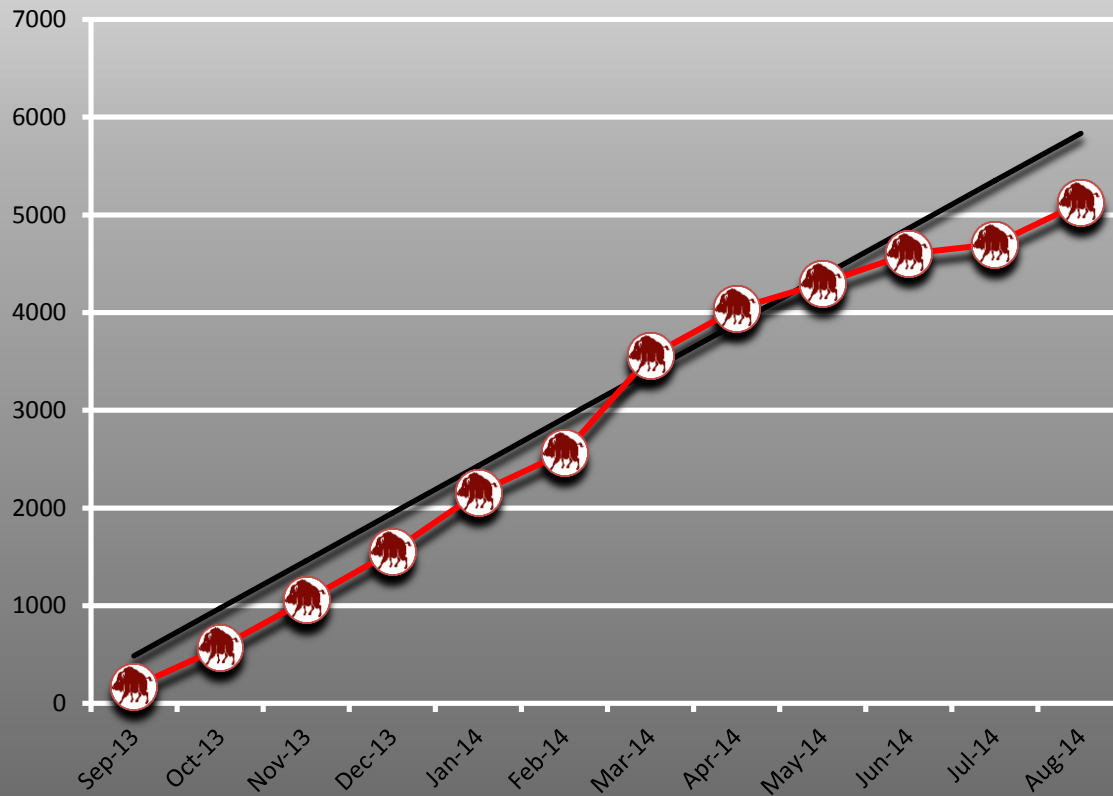
“Log Your Hogs”

2 Feral Hog Workshops
- Contracted Professional Hunting / Trapping
 - 326 feral hogs removed
 - \$85.41 / hog (contract only)

August 2014 Jackpot Competition
- Caldwell Co. Total Reporting = 4,438
- Hays Co. Total Reporting = 684

Caldwell / Hays County Feral Hog Action Plan Year-1 Results

Caldwell - Hays Reported Feral Hog Harvest
Sept. 1, 2013 through August 31, 2014



1 Year Goal = 5,835

Total 9/1/13 through
8/31/14 = 5,122

— Program Goal

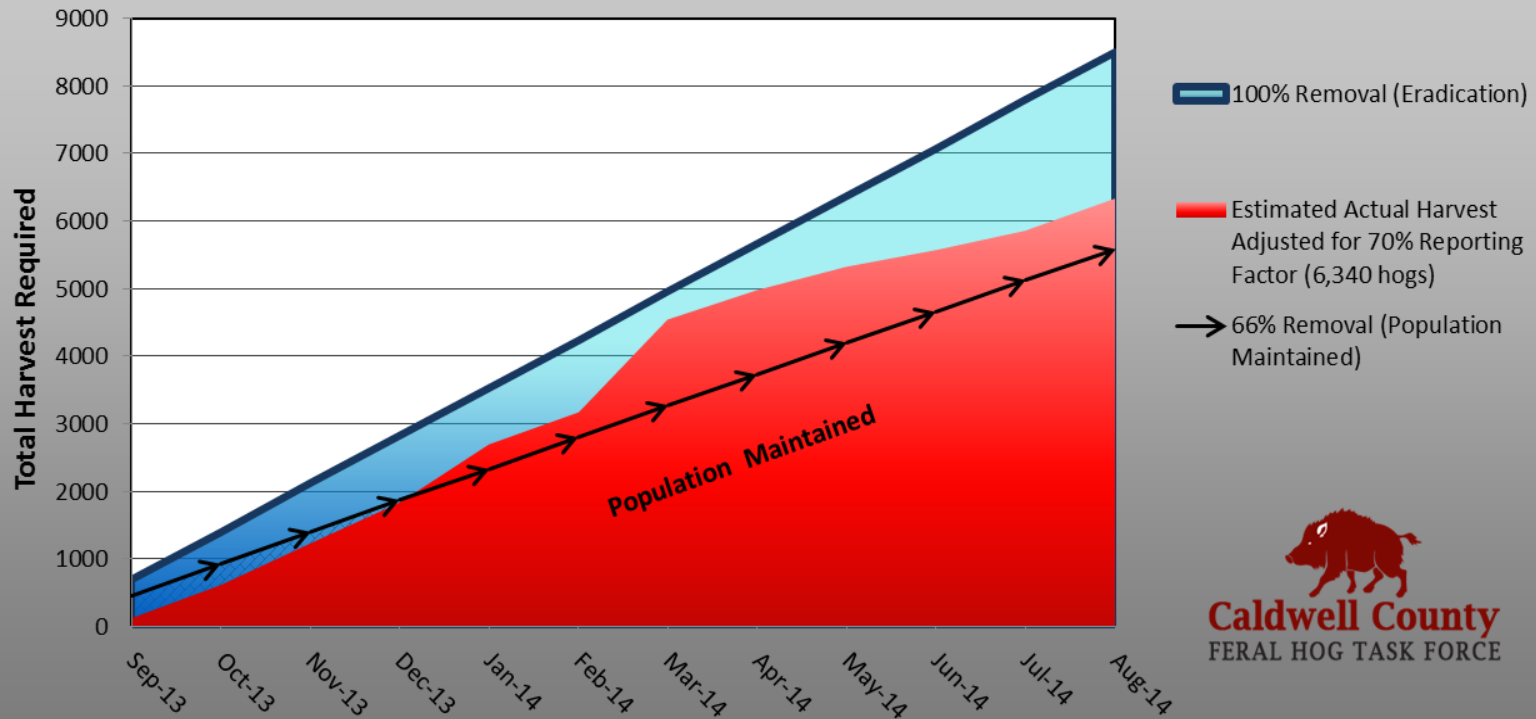
— Total Harvest Reported



Caldwell County
FERAL HOG TASK FORCE

Caldwell County Feral Hog Population Reduction Based on 70% Reporting Rate through CHAMP Programs = 6,340 hogs (74.6% of estimated pop.)

Caldwell County Harvest Rate Requirements
Based on High Density Feral Hog Population¹
(16.4 Hogs / Mile²)



¹Highest population density estimate used for "Feral Hog Population Growth, Density and Harvest in Texas, 2012"

CHOMP Highlights

Continued Implementation of the Caldwell County Feral Hog Action Plan

- \$5 / \$10 Bounty Program – Sept. 1 thru Nov. 30, 2015
 - Trapping = 704
 - Hunting = 139
 - Other/Unidentified = 407
 - Aerial Control (HToT and Operation Dustoff) = 110
- Education
 - 10 educational programs provided
 - Youth Education Program
 - CCFHTF Veterans' Day Salute
- Caldwell Co. Total Harvest Reported = 1,360
- Caldwell Co. Total Education = 509
- *Application submitted December 15, 2014*

**Up to \$25,000
available to top
performing
Texas counties*

Continued Implementation of the Caldwell County Feral Hog Action Plan

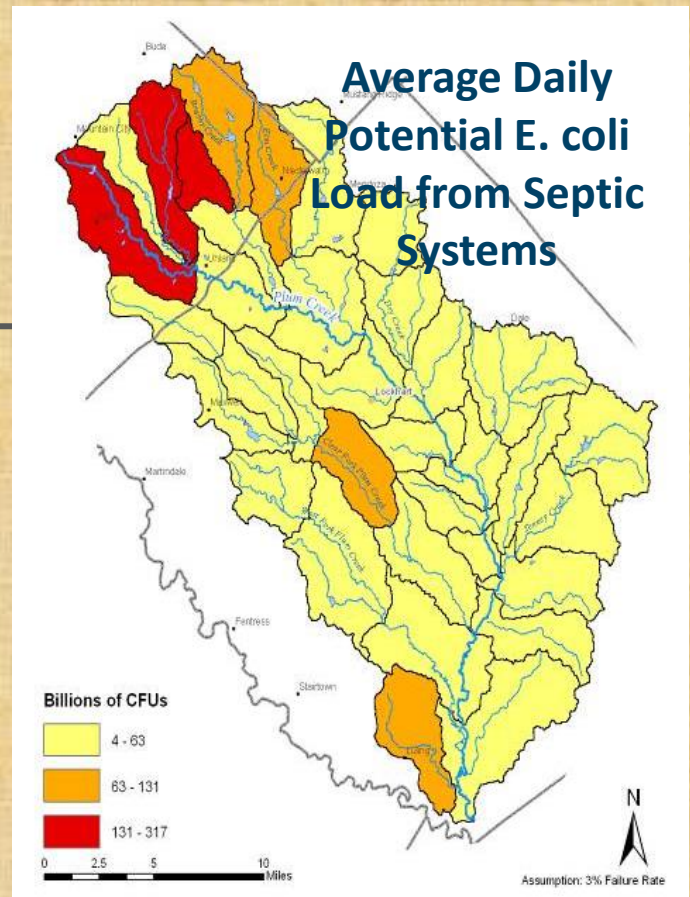


Caldwell County
FERAL HOG TASK FORCE

Movin' on Up...

Hillside Terrace Wastewater Project

- CWSRF Loan Program providing primary funding for \$400K Planning and Design
 - 70% loan forgiveness
 - 30% Interlocal agreement between City of Buda and Hays Co.
- LAN Contracted for P&D
 - Delay on EFR and EID
 - Anticipated submittal to TWDB is mid-July
 - Release of design funds and completion by end of 2015
 - Shovel-ready 2016



Aqua Texas / City
of Kyle WWTF
Permit Renewal

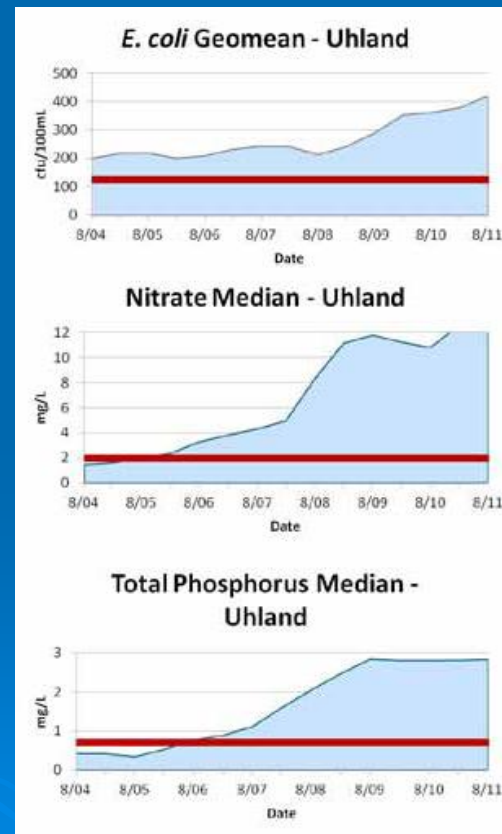
Kyle WWTP Water Quality Monitoring - GBRA Routine Monitoring (*E. coli* only)

<u>Date</u>	<u>E. coli (cfu/100mL)</u>
4/26/2011	2170
5/31/2011	4840
6/14/2011	1970
7/19/2011	180
8/16/2011	2850
9/20/2011	>4840
10/18/2011	10
11/15/2011	150
12/6/2011	15
1/11/2012	11
2/14/2012	100
3/28/2012	1600
4/18/2012	88
5/2/2012	150
6/19/2012	72
7/11/2012	1990
7/17/2012	470*
8/22/2012	--
8/29/2012	54**
9/25/2012	820
10/17/2012	1200

* Follow up sample

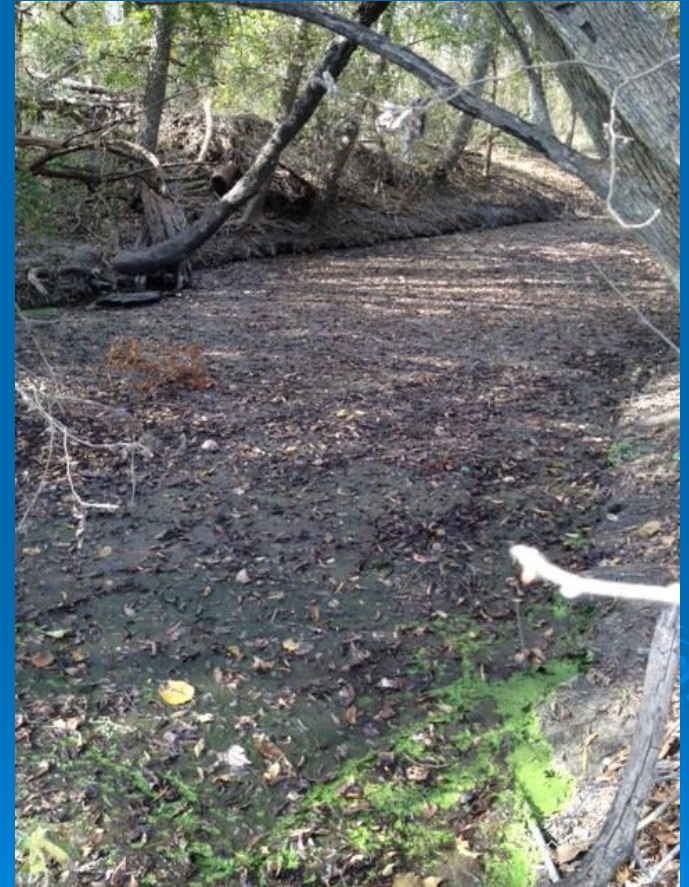
** Sample not collected by request of plant operator due to broken chemical line

Meeting between PCWP representatives and City of Kyle staff held on June 26, 2012.



2012 Kyle WWTP Spills

- Kyle WWTP operated by Aqua Texas – City of Kyle and Aqua Texas are co-permittees
- Plant malfunction resulted in spills into Plum Creek on November 20 and December 3, 2012
- Total volume of spills unknown
- Clarifier had approximately 5 to 6 feet of sludge at time of first spill
- Black sludge first noted at Heidenreich Lane during routine sampling by GBRA on November 15
- Plum Creek Development wet well filling with unusual number of solids throughout November
- November 21 photos and video taken by Watershed Coordinator shows solidification of Plum Creek up to ½ mile downstream of Kyle WWTP



2012 Kyle WWTP Spills

- Vacuum trucks used for initial clean up
- Significant impact to riparian vegetation and aquatic life
- Stakeholder meeting with TCEQ staff held on December 6
- Watershed coordinator conducted approximately 10 post-spill site visits with representatives from TCEQ, Aqua Texas and TPWD
- TCEQ has requested dewatering and additional clean up by Aqua Texas. This has not yet taken place. Investigation ongoing.
- Ongoing lawsuits between Aqua Texas and City of Kyle
- *Potential SEP for watershed*



Coordinating Implementation of the Plum Creek Watershed Protection Plan

➤ FY 2011 Workplan 11-07

- Budget amendment submitted to TSSWCB
- Completion of grant funding in spring 2015
- 2014 Plum Creek WPP Update under review by EPA

➤ FY 2014 Workplan 14-10

- Must complete signatures for renewed interlocal agreement
- Funds 3 additional years of implementation
 - Watershed Coordinator
 - Supplies/Travel/Office
 - 3 riparian workshops
 - 3 OSSF workshops
 - 3 illicit dumping site cleanups

Next PCWP Steering Committee Meeting

Thursday, May 14, 2015

Time and location TBD

Thanks!



Nick Dornak,
Plum Creek Watershed Coordinator

ndornak@plumcreekwatershed.org

1403 Blackjack Street, Suite B
Lockhart, TX 78644

(512)213-7389

**RENEWAL AND EXTENSION OF THE INTERLOCAL AGREEMENT AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION
DISTRICT,
POLONIA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND
WATER CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER
CONSERVATION DISTRICT #351, REGARDING IMPLEMENTATION OF THE
PLUM CREEK WATERSHED PROTECTION PLAN**

WHEREAS, the undersigned parties which include Hays County Texas (“Hays County”), Caldwell County Texas (“Caldwell County”), City of Luling (“Luling”), City of Kyle (“Kyle”), City of Buda (“Buda”), City of Lockhart (“Lockhart”), City of Umland (“Umland”), Guadalupe-Blanco River Authority (“GBRA”), Plum Creek Conservation District (“PCCD”), Polonia Water Supply Corporation (“Polonia”) Caldwell-Travis Soil and Water Conservation District #304 (“Caldwell-Travis SWCD”), and Hays County Soil and Water Conservation District #351 (“Hays County SWCD”), jointly known as the “Financing Parties,” entered into an Interlocal Agreement effective the 11 day of July, 2011 for the protection of the Plum Creek Watershed (the “Interlocal Agreement”), a true and correct copy of which is attached hereto as Exhibit A; and

WHEREAS, under Section VIII and IX thereof, the Interlocal Agreement automatically renewed for a term of one (1) year until August 31, 2014; and,

WHEREAS, the Financing Parties to the Interlocal Agreement desire to renew and extend the Interlocal Agreement for a similar term;

NOW, THEREFORE, the Financing Parties agree as follows:

1. The Interlocal Agreement is hereby renewed and extended, effective on the 1st day of September, 2014 for a period of one (1) calendar year and shall automatically renew each year in accordance with Article VIII thereof.
2. Provided however, the Interlocal Agreement shall terminate on August 31, 2017 unless otherwise amended, renewed, or extended in writing.
3. Except as expressly amended herein, all terms of the Interlocal Agreement shall continue in full force and effect.

Plum Creek Watershed Protection Plan:
Renewal and Extension of Interlocal Agreement

4. This renewal and extension of the Interlocal Agreement is entered into by and among the Financing Parties pursuant to the authority granted and in compliance with, the provisions of the "Interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791.

5. This renewal and extension of the Interlocal Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this renewal and extension of the 2011 Interlocal Agreement.

Hays County

Caldwell County

By: _____

By: _____

Date: _____

Date: _____

City of Luling

City of Kyle

By: _____

By: _____

Date: _____

Date: _____

City of Buda

City of Lockhart

By: _____

By: _____

Date: _____

Date: _____

City of Umland

Guadalupe-Blanco River Authority

By: _____

By: _____

Date: _____

Date: _____

Plum Creek Watershed Protection Plan:
 Renewal and Extension of Interlocal Agreement

Plum Creek Conservation District

Polonia Water Supply Corporation

By: _____

By: _____

Date: _____

Date: _____

Caldwell-Travis SWCD #304

Hays County SWCD #351

By: _____

By: _____

Date: _____

Date: _____

Entities	2009 Population			Area Acres	Area (sq. Miles)	Cost Portion for	
			\$48,000			TOTAL	
	Population	Area	Population Portion (50%)				Land portion (50%)
Caldwell County	36899	350080	547				
Caldwell County (In Watershed)	17488	189709	311	296.42	\$3,022	\$5,932	\$8,954
Hays County	151664	434559	679				
Hays County (In Watershed)	8,622	38628	72	60.3	\$1,490	\$1,208	\$2,698
Kyle	28,700	6000	9.38		\$4,960	\$188	\$5,148
Lockhart	14238	7,210	11.26		\$2,461	\$225	\$2,686
Luling	5502	2120	3.31		\$951	\$66	\$1,017
Buda	7784	1451	2.27		\$1,345	\$45	\$1,391
GBRA	26110	248637	388		\$4,513	\$7,775	\$12,287
PCCD	26110	248637	388		\$4,513	\$7,775	\$12,287
Uhland	457	1171	1.83		\$79	\$37	\$116
Polonia WSC	3855	23968			\$666	\$749	\$1,416
Watershed	82334	248637	388				
TOTAL	138,866	767,531			\$24,000	\$24,000	\$48,000

**INTERLOCAL AGREEMENT AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, CITY OF UHLAND,
GUADALUPE-BLANCO RIVER AUTHORITY, PLUM CREEK CONSERVATION DISTRICT,
POLONIA WATER SUPPLY CORPORATION, CALDWELL-TRAVIS SOIL AND WATER
CONSERVATION DISTRICT #304, AND HAYS COUNTY SOIL AND WATER CONSERVATION
DISTRICT #351, REGARDING IMPLEMENTATION OF THE PLUM CREEK WATERSHED
PROTECTION PLAN**

This Interlocal Agreement is made and entered into, effective the 11th day of July, 2011 ("Effective Date") by and among Hays County Texas ("Hays County"), Caldwell County Texas ("Caldwell County"), City of Luling ("Luling"), City of Kyle ("Kyle"), City of Buda ("Buda"), City of Lockhart ("Lockhart"), City of Uhland ("Uhland"), Guadalupe-Blanco River Authority ("GBRA"), Plum Creek Conservation District ("PCCD"), Polonia Water Supply Corporation ("Polonia") Caldwell-Travis Soil and Water Conservation District #304 ("Caldwell-Travis SWCD"), and Hays County Soil and Water Conservation District #351 ("Hays County SWCD"), jointly known as the "Financing Parties." This Interlocal Agreement is entered into by the Financing Parties pursuant to the authority granted and in compliance with, the provisions of the "Interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791. This Interlocal Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership ("PCWP") was established to restore and protect the water quality in Plum Creek, a tributary of the San Marcos River in the Guadalupe River Basin of Texas, and each Financing Party named above has representatives on the PCWP Steering Committee that is described in and operates under the PCWP Ground Rules dated May 5, 2006 ("Ground Rules"), throughout that time; and

WHEREAS since that time over two (2) million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan ("WPP"); and

WHEREAS, the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS, the Plum Creek WPP satisfies the US Environmental Protection Agency's ("EPA") guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator ("PCWP Watershed Coordinator"), currently Texas AgriLife Extension Service, through an existing grant from the Texas State Soil and Water Conservation Board ("TSSWCB") and EPA payable and available to the PCWP Watershed Coordinator, facilitates the PCWP; secures funding through writing grants, tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS, in September 2011, current federal funding for the PCWP Watershed Coordinator will end; and

WHEREAS, the Financing Parties desire to insure continued implementation of the Plum Creek WPP;

NOW THEREFORE, the Financing Parties have mutually agreed to enter into this Interlocal Agreement regarding implementation of the Plum Creek WPP and to proceed as follows:

ARTICLE I
PILOT PROGRAM

The Financing Parties agree to establish a three (3) year pilot program for the funding of a PCWP Watershed Coordinator for implementation of the Plum Creek WPP. Such program will be the responsibility of the PCWP. The PCWP will appoint a Managing Partner who will hire a PCWP Watershed Coordinator.

ARTICLE II
PCWP

The PCWP Steering Committee will designate one (1) PCWP member to be the Managing Partner of the PCWP. The PCWP Steering Committee is also responsible for the development of the job description and responsibilities of the PCWP Watershed Coordinator and the annual budget for the three (3) year pilot program. The PCWP Steering Committee will continue to follow the Ground Rules attached hereto as Attachment E to this Interlocal Agreement.

ARTICLE III
MANAGING PARTNER

The Managing Partner, after consulting with PCWP Steering Committee members, will hire an individual, to be the PCWP Watershed Coordinator. Additionally the Managing Partner will supervise the PCWP Watershed Coordinator. The PCWP Watershed Coordinator will be housed in the watershed at a location that the Managing Partner, after consulting with the PCWP Steering Committee, decides.

ARTICLE IV
PLUM CREEK WATERSHED COORDINATOR

The primary responsibilities of the PCWP Watershed Coordinator are stated and listed on Attachment A to this Interlocal Agreement. Additionally various other tasks of the PCWP Watershed Coordinator are stated and listed on Attachment B to this Interlocal Agreement.

ARTICLE V
FUNDING

The PCWP Steering Committee will develop the annual budget for operations of the PCWP. A proposed draft budget is set forth on Attachment C to this Interlocal Agreement. Additionally the PCWP Steering Committee will submit a workplan to the TSSWCB for a Clean Water Act §319(h) nonpoint source grant for the remaining balance needed to support the PCWP Watershed Coordinator position for at least the three (3) year pilot program. The award of the grant ultimately rests on the approval from EPA. The Financing Parties agree to cooperate and coordinate together in determining the amount of funds that will be necessary to financially support the pilot program over the next three (3) years in accordance with the adopted Budget. The Financing Parties understand and agree that any funding commitment by a particular Financing Party shall not exceed \$20,000.00 annually and is subject to approval and appropriation by the governing body of such Financing Party. Any payments made by or financial obligations of any Financing Party shall be made from current revenues available to the Financing Party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received from Financing Partners pursuant to this Interlocal Agreement in applicable bank accounts and is authorized to spend such funds to implement this Interlocal Agreement in accordance with the approved budget, provided however, any proposed expenditure of funds herein in excess of \$1,000.00 except the salary and benefits of the PCWP Watershed Coordinator which shall be approved on an annual basis by the PCWP Steering Committee shall be first approved by the PCWP Steering Committee. The PCWP Steering Committee estimates that the annual cost for the pilot program, as shown on Attachment C to this Interlocal Agreement, will be approximately \$120,000, consisting of funds for salary and benefits, a computer, cell phone, supplies, publications, travel expenses, and educational workshops. The Financing Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Financing Parties in accordance with Attachment D to this Interlocal Agreement.

The Financing Parties further agree that other opportunities for funding shall be actively pursued by the PCWP Steering Committee, the Managing Partner and PCWP Watershed Coordinator throughout the course of this Interlocal Agreement. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants; and various state and federal funding opportunities.

ARTICLE VI
STATISTICS AND DOCUMENTS

The Managing Partner shall properly, accurately and completely maintain all documents, papers, records, and other evidence regarding implementation of this Interlocal Agreement. To further the purpose of cooperative administration of the activities described within this Interlocal Agreement, the Managing Partner agrees, if requested, to make documents and record materials associated with expenditures under this Interlocal Agreement available to each Financing Party, upon reasonable notice, and as often as each Financing Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Interlocal Agreement and to ensure that this Interlocal Agreement is publically available shall post a PDF version of this Interlocal Agreement on the PCWP website. If necessary, a reproduction of a document may be submitted and it shall be so marked.

ARTICLE VII
DISPUTES

The Financing Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Interlocal Agreement. The Financing Parties agree that before they will exercise the termination rights described in Article IX, they will attempt to resolve the dispute and will allow the non-disputing Financing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Financing Parties agree to mediate the dispute prior to exercising their termination rights.

ARTICLE VIII
TERM

This Interlocal Agreement shall be effective and in place on the date the last of the Financing Parties signs this Agreement (the "effective date") with the financing obligation described commencing for a period of one fiscal year beginning September 1, 2011. The term of this Interlocal Agreement shall be automatically renewed each fiscal year not to exceed three (3) fiscal years unless terminated earlier as provided in Article IX or amended as provided in Article X.

ARTICLE IX
TERMINATION

This Interlocal Agreement terminates on August 31, 2014. In the event a Financing Party to this Interlocal Agreement determines it is in the best interest of that Financing Party to withdraw from this Interlocal Agreement, the Financing Party making that determination may withdraw by giving written notice of such intent to the remaining Parties at the addresses provided in Section XII of this Interlocal Agreement no later than May 31 of a calendar year.

The withdrawing Financing Party shall cooperate with the remaining Financing Parties to achieve a proper transition time period to allow the remaining Financing Parties to restructure the contributions provided by the Financing Parties. The withdrawing Financing Party shall remain liable for such Financing Party's allocated share of the budget for and including the entire PCWP fiscal year prior to such Financing Party's withdrawal.

ARTICLE X
AMENDMENT

No amendment, modification or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Financing Parties after official action by each of the respective governing bodies of the Financing Parties.

ARTICLE XI
NOTICES

Notices to any Financing Party required or appropriate under this Interlocal Agreement shall be deemed sufficient if in writing and mailed USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Caldwell County. Notices to Caldwell County shall be addressed to:

Caldwell County Judge
Caldwell County
110 South Main Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

To Luling. Notices to Luling shall be addressed to:

City Manager
City of Luling
509 East Crockett
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

To Kyle. Notices to Kyle shall be addressed to:

City Manager
City of Kyle
100 West Center Street
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

To Buda. Notices to Buda shall be addressed to:

City Manager
City of Buda
P.O. Box 1218
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

To Lockhart. Notices to Lockhart shall be addressed to:

City Manager
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

To Uhland. Notices to Uhland shall be addressed to:

City Secretary
City of Uhland
17 Cotton Gin Road
Uhland, TX 78640

and to other such addresses as may herein be designated in writing by the City Secretary of Uhland.

To GBRA. Notices to GBRA shall be addressed to:

General Manager
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

To Plum Creek Conservation District. Notices to Plum Creek Conservation District shall be addressed to:

Executive Manager
Plum Creek Conservation District
1403 Blackjack Street, Suite C
Lockhart, TX 78644

To Polonia Water Supply Corporation. Notices to Polonia Water Supply Corporation shall be addressed to:

General Manager
Polonia WSC
P.O. Box 778
Lockhart, TX 78644

To Caldwell-Travis SWCD. Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman
Caldwell-Travis SWCD #304
1403-D Blackjack Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

To Hays County SWCD. Notices to Hays County SWCD shall be addressed to:

Chairman
Hays County SWCD #351
501 Broadway, Suite B
San Marcos, TX 78666

and to other such addresses as may herein be designated in writing by the Chairman of Hays County SWCD.

ARTICLE XII **RELATIONSHIP OF FINANCING PARTIES**

Nothing contained herein shall be deemed or construed by the Financing Parties, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship among the Financing Parties. It is understood and agreed that no provisions

contained herein nor any acts of the Financing Parties hereto create a relationship among the Financing Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Financing Party shall be responsible for its respective acts or omissions. No Financing Party has the authority to bind the other Financing Parties or to hold out to third parties that it has the authority to bind the other Financing Parties separately or collectively.

ARTICLE XIII
APPLICABLE LAW

This Interlocal Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Financing Parties created hereunder are performable in either Hays, Travis, or Caldwell Counties, Texas.

ARTICLE XIV
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XV
COMPLIANCE WITH LAWS AND ORDINANCES

The Financing Parties hereby agree to comply with all federal, state and local laws and ordinances applicable to the work or services to be performed under this Interlocal Agreement. The Financing Parties acknowledge that they are each subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XVI
PARTIES BOUND

This Interlocal Agreement shall be binding upon and inure only to the benefit of the Financing Parties hereto and their respective successors and assigns where permitted by this Interlocal Agreement.

ARTICLE XVII
DEFINITIONS

The "Financing Parties" means the entities that have executed this Interlocal Agreement in their separate capacities.

The "Plum Creek Watershed Partnership" or "PCWP" means an unincorporated entity operating under "PCWP Ground Rules" dated May 5, 2006, which are attached to this Interlocal Agreement as Attachment E.

The "PCWP Steering Committee" is the group of individuals listed on Attachment F to this Interlocal Agreement, that directs the actions of the "Plum Creek Watershed Partnership" in accordance with the "PCWP Ground Rules" and with the terms of this Interlocal Agreement.

The "Managing Partner" is the person or entity selected by the PCWP Steering Committee to be, and operates as, the managing partner of the PCWP and has the duties and responsibilities described in both the "PCWP Ground Rules" and in this Interlocal Agreement.

In Witness Whereof, the Financing Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Interlocal Agreement.

Hays County
By: Bert Cobb
Date: 7-11-2011

Caldwell County
By: Tom D. Bann
Date: 11 July 2011

City of Luling
By: Robert M. Berger
Date: July 7, 2011

City of Kyle
By: Larry S. Lambert
Date: 7-8-11

City of Buda
By: W. D. ...
Date: 7/11/11

City of Lockhart
By: Tom ...
Date: 7-7-2011

City of Umland
By: Daniel R. Heideman
Date: 7-8-11

Guadalupe-Blanco River Authority
By: ...
Date: 6/29/11

Plum Creek Conservation District
By: James A. ...
Date: 7/7/2011

Polonia Water Supply Corporation
By: Paul & ...
Date: 7/7/11

Caldwell-Travis SWCD #304

By: Bud Wade

Date: 7.7.11

Hays County SWCD #351

By: David Allen

Date: 7/8/11

ATTACHMENT A

PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR

- Work with Counties, Cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

ATTACHMENT B

PLUM CREEK WATERSHED COORDINATOR TASKS

Agriculture

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

Wastewater

- Coordinate septic system management workshops for homeowners and installer/maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Lockhart Rites of Spring, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

ATTACHMENT D

Entities	2009 Population		Area Acres	Area (sq. Miles)	Cost Portion for \$48,000		TOTAL
	Population (50%)	Land portion (50%)			Population Portion (50%)	Land portion (50%)	
Caldwell County	36899	350080	547		\$3,022	\$5,932	\$8,954
Caldwell County (in Watershed)	17,488	1,897,09	315	296.42			
Hays County	151664	434559	679		\$1,490	\$1,208	\$2,698
Hays County (in Watershed)	8,622	98,928	72	60.3	\$4,960	\$188	\$5,148
Kyle	28,700	6000	9.38		\$2,461	\$225	\$2,686
Lockhart	14238	7,210	11.26		\$951	\$66	\$1,017
Luling	5502	2120	3.31		\$1,345	\$45	\$1,391
Buda	7784	1451	2.27		\$4,513	\$7,775	\$12,287
GBRA	26110	248637	388		\$4,513	\$7,775	\$12,287
PCCD	26110	248637	388		\$79	\$37	\$116
Umland	457	1171	1.83		\$666	\$749	\$1,415
Polonia WSC	3855	23968					
TOTAL	138,866	767,531			\$24,000	\$24,000	\$48,000

TOTAL ESTIMATED BUDGET = 120000
 ANTICIPATED GRANT AWARD 60% OF BUDGET = 72000
 ESTIMATED BUDGET BALANCE AFTER GRANT = 48000

ATTACHMENT E

Plum Creek Watershed Partnership Ground Rules

The following are the Ground Rules for the Plum Creek Watershed Partnership (hereafter referred to as the Partnership) agreed to and signed by the members of the Plum Creek Watershed Partnership Steering Committee (hereafter referred to as the Steering Committee) in an effort to develop and implement a watershed protection plan.

The signatories to these Ground Rules agree as follows:

GOALS

The goal of the Partnership is to develop and implement a Watershed Protection Plan (WPP) to improve and protect the water quality of Plum Creek (Segment 1810). According to the draft *2004 Texas Water Quality Inventory and 303(d) List*, Plum Creek exhibits elevated nutrient levels and is impaired by high bacteria concentrations making it unsuitable for contact recreation use.

The Steering Committee will consider and attempt to incorporate the following into the development and implementation of the WPP:

- Economic feasibility, affordability and growth;
- Unique environmental resources of the watershed;
- Regional water planning efforts; and
- Regional cooperation.

POWERS

The Steering Committee is the decision making body for the Partnership. As such, the Steering Committee will formulate recommendations to be used in drafting the WPP and will guide the implementation of the WPP to success. Formal Steering Committee recommendations will be identified as such in the planning documents and meeting summaries.

Although formation of the Steering Committee was facilitated by the Texas Cooperative Extension (TCE) and the Texas State Soil and Water Conservation Board (TSSWCB), the Steering Committee is an independent group of watershed stakeholders and individuals with an interest in restoring and protecting the designated uses and the overall health of the Plum Creek Watershed.

The Steering Committee provides the method for public participation in the planning process and will be instrumental in obtaining local support for actions aimed at restoring surface water quality in Plum Creek.

TIME FRAME

Development of a Plum Creek WPP will require at least a 15-month period. The Steering Committee will function under a June 2007 target date to complete the initial development of the WPP. Achieving water quality improvement in Plum Creek may require significant time as implementation is an iterative process of executing programs and practices followed by achievement of interim milestones and reassessment of strategies and recommendations. The Steering Committee will function throughout the 15-month initial development period and may continue to function thereafter as a recommendation of the WPP.

STEERING COMMITTEE MEMBERSHIP SELECTION

The Steering Committee is composed of stakeholders from the Plum Creek Watershed. Initial solicitation of members for equitable geographic and topical representation was conducted using three methods: 1) consultation with the TCE County Agents, Plum Creek Conservation District, Guadalupe-Blanco River Authority, Caldwell-Travis and Hays County Soil and Water Conservation Districts and local and regional governments, 2) meetings with the various stakeholder interest groups and individuals, and 3) self-nomination or requests by the various stakeholder groups or individuals.

Stakeholders are defined as either those who make and implement decisions, those who are affected by the decisions made or those who have the ability to assist with implementation of the decisions.

STEERING COMMITTEE

Members include both individuals and representatives of organizations and agencies. A variety of members serve on the Steering Committee to reflect the diversity of interests within the Plum Creek Watershed and to incorporate the viewpoints of those who will be affected by the WPP.

Size of the Steering Committee is not strictly limited by number but rather by practicality. To effectively function as a decision-making body, the membership shall achieve geographic and topical representation. If the Steering Committee becomes so large that it becomes impossible or impractical to function, the Committee will institute a consensus-based system for limiting membership.

Steering Committee members are expected to participate fully in Committee deliberations. Members will identify and present insights, suggestions, and concerns from a community, environmental, or public interest perspective. Committee members are expected to work constructively and collaboratively with other members toward reaching consensus.

Committee members will be expected to assist with the following:

- Identify the desired water quality conditions and measurable goals;
- Prioritization of programs and practices to achieve goals;
- Help develop a WPP document;
- Lead the effort to implement this plan at the local level; and
- Communicate implications of the WPP to other affected parties in the watershed.

Steering Committee members will be asked to sign the final WPP.

The Steering Committee will not elect a chair, but rather remain a facilitated group. TCE and/or TSSWCB will serve as the facilitator.

In order to carry out its responsibilities, the Steering Committee has discretion to form standing and ad hoc work groups to carry out specific assignments from the Committee. Steering Committee members will serve on a work group and represent that work group at Steering Committee meetings to bring forth information and recommendations.

WORK GROUPS

Topical work groups formed by the Steering Committee will carry out specific assignments from the Steering Committee. Initially formed standing work groups are:

- Agricultural Nonpoint Source Work Group

- Outreach and Education Work Group
- Urban Stormwater and Nonpoint Source Work Group
- Waste Water Infrastructure Work Group

Each work group will be composed of a minimum of 5 Steering Committee members and any other members of the Partnership with a vested interest in that topic. There is no limit to the number of members on a work group. Each work group will elect a chair.

Tasks such as research or plan drafting will be better performed by these topical work groups. Work Group members will discuss specific issues and assist in developing that portion of the WPP, including implementation recommendations.

Work Groups and individual Work Group members are not authorized to make decisions or speak for the Steering Committee.

TECHNICAL ADVISORY GROUP

A Technical Advisory Group (TAG) consisting of state and federal agencies with water quality responsibilities will provide guidance to the Steering Committee and Work Groups. The TAG will assist the Steering Committee and Work Groups in WPP development by answering questions related to the jurisdiction of each TAG member. The TAG includes, but is not limited to, representatives from the following agencies:

- Texas Commission on Environmental Quality
- Texas Cooperative Extension
- Texas Department of Agriculture
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- Texas State Soil and Water Conservation Board
- Texas Water Development Board
- U.S. Environmental Protection Agency
- U.S. Geological Survey
- USDA Natural Resources Conservation Service

REPLACEMENTS AND ADDITIONS

The Steering Committee may add new members if (1) a member is unable to continue serving and a vacancy is created or (2) important stakeholder interests are identified that are not represented by the existing membership. A new member must be approved by a majority of existing members. In either event, the Steering Committee will, when practical, accept additional members.

ALTERNATES

Members unable to attend a Steering Committee meeting (an absentee) may send an alternate. An absentee should provide advance notification to the facilitator of the desire to send an alternate.

An alternate attending with prior notification from an absentee will serve as a proxy for that absent Steering Committee member and will have voting privileges. An alternate attending without advance notification will not be able to participate in Steering Committee votes.

Absentees may also provide input via another Committee member or send input via the facilitator. The facilitator will present such information to the Committee.

ABSENCES

All Steering Committee members agree to make a good faith effort to attend all Steering Committee meetings, however, the members recognize that situations may arise necessitating the absence of a member. Three absences in a row of which the facilitator was not informed of beforehand or without designation of an alternate constitute a resignation from the Steering Committee.

DECISIONMAKING PROCESS

The Steering Committee will strive for consensus when making decisions and recommendations. Consensus is defined as everyone being able to live with the decisions made. Consensus inherently requires compromise and negotiation.

If consensus cannot be achieved, the Steering Committee will make decisions by a simple majority vote. If members develop formal recommendations, they will do so by two-thirds majority vote.

Steering Committee members may submit recommendations as individuals or on behalf of their affiliated organization.

QUORUM

In order to conduct business, the Steering Committee will have a quorum. Quorum is defined as at least 51% of the Steering Committee (and/or alternates) present and a representative of either TCE or TSSWCB present.

FACILITATOR

The TSSWCB Regional Watershed Coordinator and the TCE Coordinator are independent positions, financed by the State of Texas through federal grant funds. Each has specific roles to perform in facilitating the Partnership and Steering Committee.

TSSWCB Regional Watershed Coordinator: The TSSWCB Regional Watershed Coordinator provides technical assistance to the stakeholders in developing the Plum Creek WPP. The TSSWCB Regional Watershed Coordinator will 1) ensure the planning process culminates in a WPP for Plum Creek, 2) facilitate discussions in Steering Committee and Work Group meetings necessary to formulate the WPP, 3) draft text and prepare the WPP such that it incorporates Steering Committee recommendations, 4) collaborate with the TCE Coordinator to facilitate the development and implementation of the WPP through the Steering Committee and Work Groups, and 5) ensure the Plum Creek WPP satisfies the nine elements fundamental to a WPP as promulgated by the U.S. Environmental Protection Agency.

TCE Coordinator: The TCE Coordinator will serve as an educator and facilitator to help the Steering Committee organize its work, run meetings, coordinate educational trainings and draft notes and other materials if requested, and work with the TSSWCB to facilitate the development and implementation of the plan. The TCE Coordinator will co-lead the meetings and work with all of the members to ensure that the process runs smoothly. The role of the TCE Coordinator includes working with the Steering Committee to prepare meeting summaries, assisting in the location and/or preparation of background materials, distributing documents the Steering Committee develops, conducting public outreach, moderating public workshops, providing assistance to Steering Committee members regarding Committee business between meetings, and other functions as the Steering Committee requests.

MEETINGS

All meetings (Partnership, Steering Committee, and Work Group) are open and all interested stakeholders are encouraged and welcomed to participate.

Over the 15-month development period, regular meetings of either the Steering Committee or Work Groups will occur each month. The Steering Committee may determine the need for additional meetings. Steering Committee and Work Group meetings will be scheduled to accomplish specific milestones in the planning process.

Meetings will start and end on time. Meeting times will be set in an effort to accommodate the attendance of all Steering Committee members. The TCE Coordinator will notify members of the Partnership, Steering Committee, and Work Groups of respective meetings.

OPEN DISCUSSION

Participants may express their views candidly, but without personal attacks. Time is shared because all participants are of equal importance.

AGENDA

TCE and TSSWCB, in consultation with Steering Committee members are charged with developing the agenda. The anticipated topics are determined at the previous meeting and through correspondence. A draft agenda will be sent to the Steering Committee with the notice of the meeting. Agendas will be posted on the project website. Agenda items may be added by members at the time that the draft agenda is provided. The TCE Coordinator will review the agenda at the start of each meeting and the agenda will be amended if needed and the Committee agrees. The Committee will then follow the approved agenda unless they agree to revise it.

MEETING SUMMARIES

TCE will take notes during the meetings and may provide audio recording. Meeting summaries will be based on notes and/or the recording. TCE and TSSWCB will draft meeting notes and distribute them to the committee for their review and approval. All meeting summaries will be posted on the project website.

DISTRIBUTION OF MATERIALS

TCE and TSSWCB will prepare and distribute the agenda and other needed items to members. Distribution will occur via email and websites, unless expressly asked to use U.S. Mail (i.e. member has no email access). To encourage equal sharing of information, materials will be made available to all. Those who wish to distribute materials to the Steering Committee or a Work Group may ask TCE or TSSWCB to do so on their behalf.

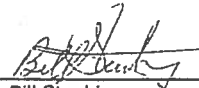
SPEAKING IN THE NAME OF THE COMMITTEE

Individuals do not speak for the Steering Committee as a whole unless authorized by the Committee to do so. Members do not speak for the TCE or TSSWCB and neither the TCE nor TSSWCB speak for Steering Committee members. If Committee spokespersons are needed, they will be selected by the Steering Committee.


DEVELOPMENT AND REVISION OF GROUNDRULES

These ground rules were drafted by the TCE and TSSWCB and presented to the Steering Committee for their review, possible revision, and adoption. Once adopted, ground rules may be changed by two-thirds majority vote provided a quorum is present.

We, the undersigned, as members of the Steering Committee, agree to these Ground Rules of the Plum Creek Watershed Partnership.



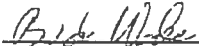
Bill Steubing




Bill Watson

Bobby Berger

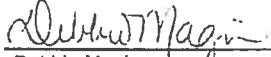
Bud Wade




Chris Powell



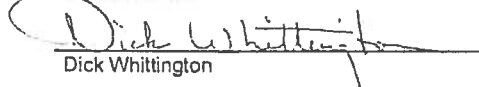
Daniel Heideman



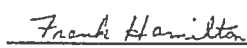
Debbie Magin



Dianne Wassenich



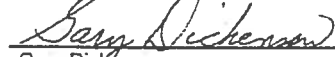
Dick Whittington




Frank Hamilton

Frank Hinds

Fred Rotherf



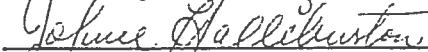
Gary Dickenson



Joe K. Smith

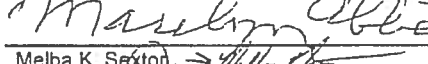
Joel Gibson III

John Wells




Johnnie Haliburton

Marilyn Abbott




Melba K. Sexton

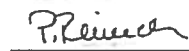
Nathan Johnson



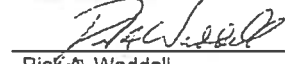
Paul L. Pittman



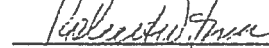
Paula Moore




Peter Reinecke



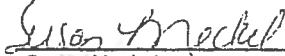
Rick A. Waddell



Robert Wilson



Roger Miranda

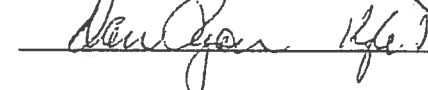


Susan Meckel



Susie Carter

Tom Born



Tom Born

ATTACHMENT F

Name	Entity
Bill Steubing	25Ranch
Bill Watson	Landowner
Bobby Berger/Chris Powell	City of Luling
Bud Wade	Caldwell-Travis SWCD
Debbie Magin	GBRA
Dianne Wassenich	San Marcos River Foundation
Frank Hamilton	Realtor
Gary Dickenson	Pioneer HiBred
James Earp	City of Kyle
Mark Jones	Hays County Commissioner
Melba K. Sexton	Former Teacher
Joe K. Smith	Polonia WSC BD
Johnie Haliburton	Plum Creek Conservation District
Paul L. Pittman	Polonia WSC
Peter Reinecke	Landowner
Rick A. Waddell	Texas Lehigh
Stanley Fees	City of Buda
Susan Meckel	Stockholder & LCRA
Rodgers/Weatherford	City of Lockhart
Judge Tom Bonn	Caldwell County
Oscar Fogle	Landowner
Caskey/Allen	Hays County SWCD
Chris Betz	City of Umland

City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: March 17, 2015
CONTACT CITY DEPARTMENT: Office of the City Manager
CONTACT CITY STAFF: J. Scott Sellers, City Manager

SUBJECT:

Consider and approve renewal and a 3-year extension through August 31, 2017 of the Interlocal Agreement among City of Kyle and eleven other entities for the implementation of the Plum Creek Watershed Protection Plan.

CURRENT YEAR FISCAL IMPACT:

This agreement, if extended, will require expenditure of funds from the City's Water and Wastewater Utility Fund in the amount of approximately \$5,200.00 as the City's share of annual contribution to the Plum Creek Water Conservation District. The approved budget of the Public Works Department for FY 2014-15 includes funding as follows.

1. City Department:	Office of the City Manager
2. Project Name:	Plum Creek Watershed Protection Plan
3. Funding Source:	Water & Wastewater Utility Fund
4. Budget/Accounting Code(s):	310-825-55630
5. Total Appropriations:	\$ 5,500.00
6. Unencumbered Balance:	\$ 5,500.00
7. Amount of This Action:	\$ <u>(5,148.00)</u>
8. Remaining Balance:	\$ <u>352.00</u>

FUNDING SOURCE OF THIS ACTION:

The funding source for the City's share of the annual contribution under this Interlocal Agreement for the implementation of the Plum Creek Watershed Protection Plan will be provided from the current and future budgets of the Public Works Department (Water and Wastewater Utility Fund).

ADDITIONAL INFORMATION/COUNCIL ACTION:

N/A.

 3/12/2015

Pervez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Espiritu Request for Perimeter Road Fee Waiver

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: Consider a request from Mr. Chris Espiritu to waive the perimeter road fee for the proposed subdivision of 402 Old Stagecoach Road (Section 41-137 (p)). - *Leon Barba, P.E., City Engineer*

Other Information: Mr. Chris Espiritu is in the process of subdividing a three acre tract into 3 one acre tracts for single family use only. Section 41-137 (p) requires a Road Perimeter Fee and the fee is estimated to be approximately \$120,700.

Mr. Espiritu is dedicating a 15' strip of his property for future right of way.

Legal Notes:

Budget Information:

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

Attachments / click to download

[Perimeter Road Fee Waiver Request Letter](#)

[Location Map](#)

CHRISTIAN ESPIRITU

512.395.7500
candology@gmail.com

1950 Hunter Rd 16202
San Marcos, TX
78666

February 23, 2015

City of Kyle
100 W Center St.
Kyle TX 78640

RE: 401 S. Old Stagecoach Rd. Kyle TX 78640

To whom it may concern,

My family recently purchased 3.2 acres on Old Stagecoach Rd (OSR) in Kyle city limits. Our goal is to eventually build 3 single family homesteads for my family, my in-laws, and for my parents when they retire in a few years.

We've had a few obstacles along the way. We were prepared to hook up to city water and wastewater when we discovered that the 2" waterline that runs down OSR is at maximum capacity. Luckily there was an existing well on site which we have had tested, serviced and approved. The nearest wastewater manhole is out of range from our property line whereas the city in turn gave us the OK for septic systems.

Please be advised we plan to "sub-divide" our 3 acres in order to build 3 homesteads. We are NOT a "subdivision" in the same sense as Hometown or Plum Creek.

Old Stagecoach Road (OSR) is proposed as a regional collector on the City of Kyle Transportation Plan. Section 41-137 (p) talks about the requirements a "subdivision" needs to provide as part of its development. This includes a dedication of 15' ROW (which we are fully willing to dedicate) and a perimeter road fee* for a half of the street.

The estimation for this fee is as follows:

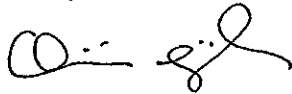
\$170/LF (+/-) X 710ft of Frontage = \$120,700 perimeter road fee*

This perimeter road fee would destroy the possibility of our dream to live in a city that we enjoy with both sets of grandparents to help with their grandchildren.. and in the future, vice versa.

We request your deepest consideration to decide whether this \$120,700 road fee applies to 3 single families, or if the ordinance was meant for larger developing subdivisions. We hope this to be considered a case by case basis, please advise on all or any possibilities of making an exception on this perimeter road fee, so that we may move forward in the process of building our family homes.

Thank you for your time and help on this urgent matter.

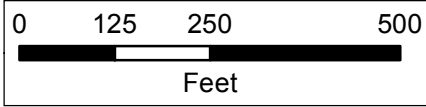
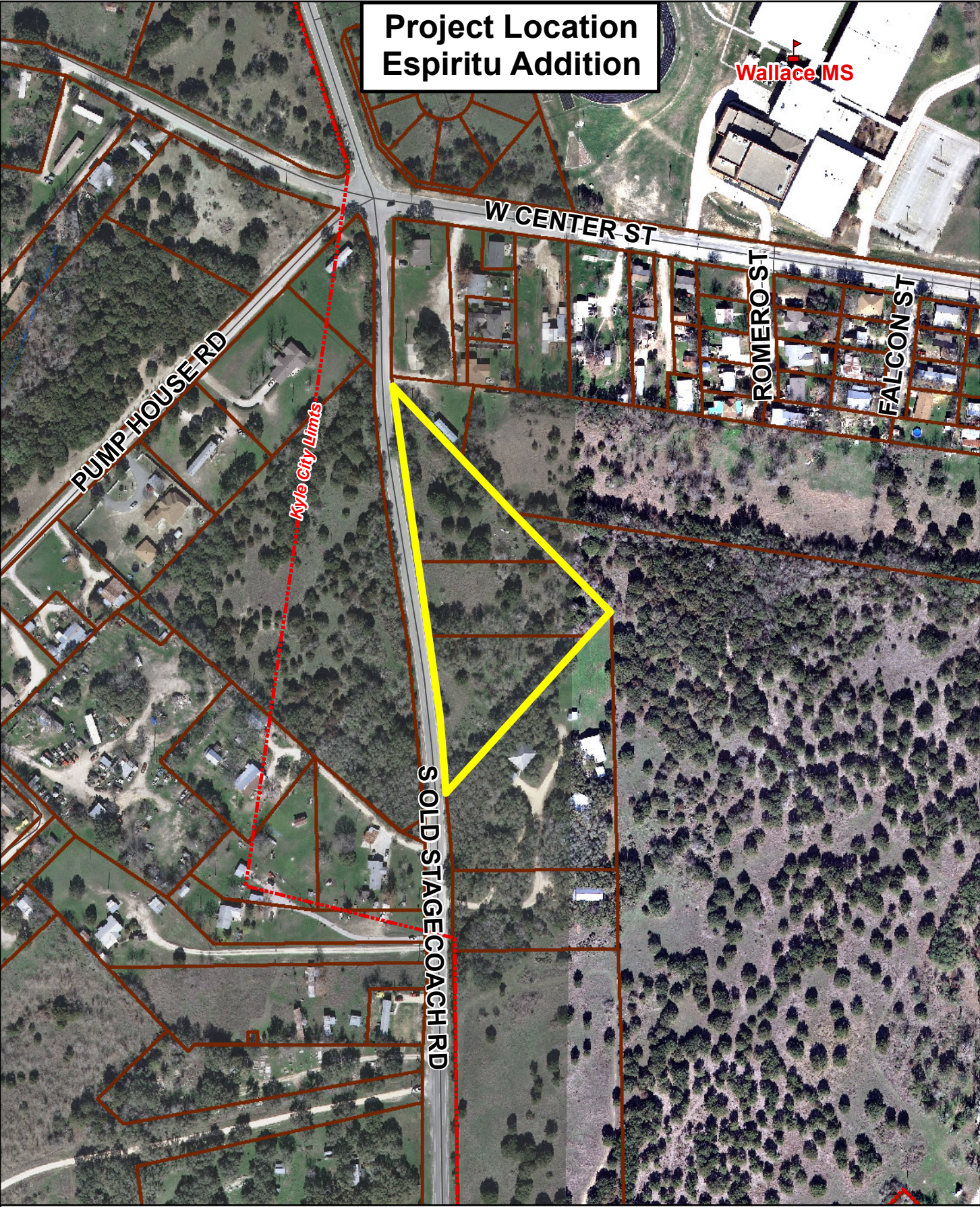
Sincerely,



Christian Espiritu

Project Location Espiritu Addition

Wallace MS



 Project Location

 Parcel Lines



CITY OF KYLE, TEXAS

(1st Reading) Ordinance granting
ambulance franchise to F. Smith d/b/a
S&S Transport

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance granting Frederick Smith dba S&S TRANSPORT a franchise to provide non-emergency ambulance services within the boundaries of the City of Kyle, Texas; providing an agreement prescribing conditions, terms, and regulations governing the operation of the non-emergency ambulance services; providing penalties for noncompliance with franchise. ~ *Jerry Hendrix, Chief of Staff*

Other Information: This is the standard franchise agreement for non-emergency medical transport in the City City Limits.

Legal Notes:

Budget Information:

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

Attachments / click to download

[S&S Transport Franchise Agreement](#)

AN ORDINANCE GRANTING FREDERICK SMITH, D/B/A S & S TRANSPORT, A FRANCHISE TO PROVIDE NON-EMERGENCY AND ROLLOVER EMERGENCY AMBULANCE SERVICES WITHIN THE BOUNDARIES OF THE CITY OF KYLE, TEXAS; PROVIDING AN AGREEMENT PRESCRIBING CONDITIONS, TERMS, AND REGULATIONS GOVERNING THE OPERATION OF THE NON- EMERGENCY AMBULANCE SERVICES; PROVIDING PENALTIES FOR NONCOMPLIANCE WITH FRANCHISE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

RECITALS

WHEREAS, Article XI of the City’s charter gives the City council the power to grant by ordinance a non-exclusive franchise of all providers of public services, including ambulance services, for an effective period not to exceed ten (10) years; and,

WHEREAS, except as specifically authorized and provided otherwise by state law, the City’s charter mandates that no provider of ambulance services shall provide any service within the City requiring the use or occupancy of any street, public right-of-way, or property without the City council’s determination to grant a franchise or permit the use of such City facilities; and,

WHEREAS, the City’s charter provides that all grants of franchise as authorized in the charter shall be subject to the right of the city council to impose regulations and restrictions on the franchise as enumerated in Sec. 11.06 of the charter as may be deemed desirable or conducive to the health, safety, welfare and accommodation of the public; and,

WHEREAS, this ordinance shall be passed only on two readings held after a public hearing for which ten (10) days’ notice is given; and,

WHEREAS, Frederick Smith D/B/A S & S Transport (“S & S”), has requested and desires to be granted a franchise from the City of Kyle for the purpose of providing non-emergency and roll-over emergency ambulance services originating or terminating within the boundaries of the City of Kyle or outside the boundaries of Kyle with a destination within the City of Kyle;

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

Section 1. Findings. The above foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Franchise granted; scope and purpose. A non-exclusive franchise is hereby granted vis-à-vis this ordinance to Frederick Smith d/b/a S & S Transport (“S & S”) to operate Non-Emergency and Emergency Rollover Ambulance Services as described herein originating within the service area of S & S that is located in the City limits and extraterritorial jurisdiction of the City of Kyle, Texas (hereinafter the “City”) or origination outside of the City limits and extraterritorial jurisdiction of the City of Kyle, Texas with a destination within such area. S & S may use and occupy the City’s streets, avenues, alleys and any and all public property belonging to or under the control of the City for the purpose of operating its Non-Emergency Ambulance Services as described herein.

Section 3. Franchise recognized as a contract. In accordance with Article XI of the City’s charter, the franchise being granted by this ordinance is recognized as a contract (“Agreement”) between the City and S & S, and the contractual rights as contained herein shall not be impaired by the provisions of Article XI. The terms and conditions set forth in the Agreement, which is attached hereto as EXHIBIT “A” and incorporated herein by reference, shall govern and regulate the operation by S & S of its Non-Emergency Ambulance Services as described herein.

Section 4. Codification. This ordinance shall be codified in the City of Kyle Code of Ordinances at Appendix B, FRANCHISES.

Section 5. Conflict. Any and all ordinances, and parts thereof, that are in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the City and will thereafter be binding on S & S and the City.

Section 7. Open Meetings. 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, Local Gov’t Code.

Section 8. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and publication as required by law.

PASSED AND APPROVED on First Reading the _____ day of March, 2015. PASSED
AND ADOPTED on Second Reading the _____ day of _____, 2015.

THE CITY OF KYLE, TEXAS

By: _____
R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

Frank Garza, City Attorney

EXHIBIT "A"

FREDERICK SMITH, D/B/A S & S TRANSPORT
FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF KYLE, TEXAS, a home rule city and political subdivision of the State of Texas ("City") and FREDERICK SMITH DBA S & S TRANSPORT ("S & S").

RECITALS

WHEREAS, S & S agrees to provide Non-Emergency and roll-over emergency Ambulance Services in the City pursuant to this Agreement; warrants that it holds all required permits for the required services; has all the necessary emergency vehicle permits issued by the State of Texas; and employs emergency medical technicians who are duly licensed by the Health District to perform Non-Emergency Ambulance Services; and

WHEREAS, the City hereby finds and determines that S & S is able to own and operate suitable certified equipment and employ qualified, licensed personnel in connection with its Ambulance Services as defined herein; and,

WHEREAS, the City's charter incorporates that an agreement be entered into between the City and a franchisee;

NOW THEREFORE, the City of Kyle and S & S mutually agree as follows:

Section 1 Definitions

The following definitions shall apply in the interpretation and enforcement of this Agreement and in compliance with the ordinance:

Ambulance. Any privately or publicly owned motor vehicle that is specially designed, constructed, or modified and equipped; and is intended to be used for and is maintained or operated, for the transportation, on the streets or highways of this state; of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

Non-Emergency Ambulance Operator. A person with personnel and equipment in the business of transporting patients not in need of immediate medical treatment between various locations.

Non-Emergency Ambulance Operator Franchise. A franchise granted to a person with personnel trained at the Emergency Medical Technician (EMT) level and certified by NCOEMS. This franchise is to transport patients between health care facilities and other locations in non-emergent situations within Hays County. The use of warning lights and

audible warning devices is prohibited during vehicle operation except for the following:

- 1) transporting a patient who during the transport becomes critical or otherwise unstable to the closest most appropriate facility with an emergency room capable of treating the patient; or,
- 2) while stopped on a public roadway to render aid to motorists and/or pedestrians involved in a traffic or other incident that has potential to cause injury while waiting for emergency responders to arrive.

Non-Emergency Ambulance Services. The operation of an ambulance for any purpose other than transporting emergency patients.

Operator. An individual in actual physical control of an ambulance which is in motion or which has the engine running.

Patient. Individual receiving services under this Agreement and in compliance with the ordinance.

Person. Any individual, firm, partnership, association, corporation or organization of any kind, including any governmental agency other than the United States.

Rollover emergency. A situation in which the primary provider of 911 Services is unable to timely respond to an emergency and the dispatch requests a response by a secondary provider.

Section 2

Contents of Application to Provide Non-Emergency Services

1. Representations; warranties; revocation of franchise. In making this grant of non-exclusive franchise, the City has relied upon information provided by S & S to the City, and the City's expectations of the operations and performance of any and all franchisees. S & S agrees that all statements, representations and warranties provided to the City are true and correct to the best of S & S's knowledge at the time of submission; and further agrees that the City's grant of franchise may be revoked upon discovery of any material misstatement of fact contained therein.

2. Application. S & S shall complete an application if required by the City to operate within the City and its extraterritorial jurisdiction. An application shall contain the following:

- a. The name and address of the provider or franchisee of the ambulance services for which a franchise is being granted;
- b. the trade and all other names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such name or names or articles of incorporation stating such name or names;

- c. a complete resume of the training and experience of the applicant in the transportation and care of patients;
- d. a description in the manner in which the public will be able to obtain assistance and how the non-emergency vehicles will be dispatched; and
- e. a description of the non-emergency ambulance applicant's capability to provide regular transportation services in the City.

Section 4
Term of Agreement

This Agreement will remain in full force and effect for a period of two (2) years, commencing on the effective date the ordinance is passed on second reading by the Kyle city council. The City shall have the sole option to renew this franchise for an additional two (2) years upon the written request of S & S.

Section 5
Service Area

S & S may provide in all areas originating or terminating within the City limits and extraterritorial jurisdiction Non-Emergency Ambulance Service that is not dispatched or required to be dispatched in accordance with 9-1-1-Dispatched Ambulance Service.

Section 6
Disclosure of Patient Information

S & S as a franchisee agrees that any unauthorized disclosure of specific patient-related information to the public is forbidden. If S & S as a franchisee is determined to have disclosed specific patient-related information to the public without the permission of the patient or authorized patient representative, the City may terminate this agreement and forfeit S & S's franchise status.

Section 7
Minimum Standards for Non-Emergency Ambulance Franchisees

The City shall be the enforcing agency for the terms contained in this Agreement and may take the following actions:

1. inspect the premises, vehicles, equipment, and personnel of S & S to assure compliance to this Agreement and perform any other inspections as deemed necessary by law or for the benefit of the public safety, health or welfare;
2. recommend to the city council the temporary or permanent suspension of a franchise in the event of non-compliance with the terms of this Agreement;

3. receive complaints from the public, other enforcing agencies, and others regarding any infractions allegedly committed by S & S, and review or otherwise investigate any complaints, and recommend corrective action after S & S has had a responsible time to respond to said allegations;
4. maintain all records of compliance with this Agreement and other applicable State and County regulations;
5. require S & S to restore at its expense all public or private property to a condition equal to or better than that before being damaged or destroyed by S & S.

Section 8
Violations; Penalties

The city council shall have the power and authority to review this franchise Agreement at any time and to assess a penalty against S & S for its failure to comply with the franchise Agreement, this charter, the ordinances of the City, or the laws of the state. If in the opinion of the city council the requirements of the franchise Agreement, charter, ordinances or state law are not being complied with, the city council shall so notify S & S in writing stating the provisions S & S has failed to comply with and setting a time for a hearing and deadline for correction of the noncompliance. The city council may assess and enforce a reasonable penalty based upon the facts, issues and circumstances determined at the hearing if noncompliance is found. If S & S does not correct the noncompliance within a reasonable time established by the city council for correction, the city council may impose penalties, place S & S on probation, suspend the franchise or repeal or cancel the franchise. Penalties may be imposed and fines collected by the City as follows:

1. First offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed five hundred dollars (\$500.00) levied against S & S, for which S & S is responsible to pay or otherwise said franchise may be terminated by the city council.
2. Second offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed one thousand dollars (\$1,000.00) if within one (1) year of the first offense, levied against S & S, for which S & S is responsible to pay or otherwise said franchise may be terminated by the city council.
3. Third offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed two thousand dollars (\$2,000.00) if within one (1) year of the second offense, levied against S & S, for which S & S is responsible to pay or otherwise said franchise may be terminated by the city council.
4. Fourth and subsequent offenses: If within one (1) year of the third offense, City staff shall recommend to the city council permanent termination of the franchise, upon which city council may accept or deny staff recommendation, or at its discretion, the city council

may impose suspension, probation, or termination of the franchise and this Agreement.

Section 9
Default

Exclusive of the penalties set forth hereinabove, S & S shall be declared to be in default of this Agreement at the discretion of the city council if S & S violates or contravenes in any of the terms or conditions of the Ordinance or this Agreement. The city council may terminate the franchise if S & S is found to be in default.

Section 10
Majority vote

S & S may be liable for fines or other penalties set forth in this Agreement, including termination of its franchise, or found to be in default, only upon a finding by majority vote of the city council.

Section 11
State Permits and City Franchise Requirements

S & S, either as owner, agent, or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the non-emergency transportation of patients within the City unless and until S & S holds a valid permit for each ambulance used in such ambulance service operation and has a valid franchise for the operation of such service by the City pursuant to this Agreement.

Section 12
Exemptions from Franchise Requirements

No franchise shall be required for:

1. any entity rendering assistance to S & S in the case of a disaster, major catastrophe, mutual aid, or emergency when the services franchised by the City are insufficient or unable to cope, and assistance has been requested by the City;
2. any entity other than the franchisee operated from a location or headquarters outside of the City limits, but transporting to facilities located within the City limits, or transporting patients within the City limits to locations outside of the City limits;
3. ambulances owned and operated by an agency of the United States Government;
4. vehicles owned and operated by EMS providers chartered by the State

of Texas as corporations to operate in the City limits to provide emergency medical services, or municipal EMS providers; or,

5. any entity other than franchisee providing emergency transportation services within the meaning of this ordinance that provides trauma transportation services in connection with a state-certified trauma transportation program.

Section 13 **Franchise Fees to City**

S & S shall, during the life of said franchise, pay to the City, to the attention of the City's director of finance, three and one-half percent (3.5%) of the total amount billed to and collected from patients or customers for the non-emergency ambulance service fees and any other income derived from the operation of the non-emergency ambulance service within the City limits, which said remittance shall be made monthly on or before the tenth (10th) day of each calendar month. The compensation provided for in this Section shall be in lieu of any other fees or charges imposed by any other ordinance now or hereinafter in force during the life hereof, but shall not release S & S from the payment of ad valorem taxes levied or to be levied on local property it owns. The purpose of the franchise fee is to fund the City monitoring S & S's operations and for the cost of administrative staff, vehicle inspections, and wear and tear upon the City's roadways.

Section 14 **Quarterly Reports**

It shall be the duty of S & S to file with the City's director of finance a sworn statement for each calendar quarter, which said statement shall report the total amount billed and collected for non-emergency ambulance service within the City limits for the preceding three (3) months, which statement shall be filed within ten (10) days following the end of the third month. S & S herein shall be required to adequately maintain a system of bookkeeping, which books shall be subject to reasonable audits by the City in executive session and such skilled person or persons as the City may designate so as to enable the City to periodically check the accuracy of the accounts kept and to compute fairly and accurately the percentage of the amounts privately billed that may be due to the City from S & S.

Section 15 **Cessation of Activity upon Termination of Franchise**

1. Upon cancellation, suspension, or termination of S & S's franchise, by actions taken by either the city council or S & S, S & S shall immediately cease operations that are granted under the franchise.
2. Upon revocation, suspension, or termination of a driver's license or attendant's certification or Emergency Medical Technician certificate, such attendant shall cease to drive an ambulance, perform service, or attend an ambulance under the

direction or authority of S & S.

3. S & S shall not permit any individual whose license or credentials are invalid to drive an ambulance or provide medical care in conjunction with the ambulance operator.

Section 16
Rates and Charges to Patients or Customers

1. S & S shall comply with the schedule of rates that S & S has attached to this Agreement as EXHIBIT “B” and which is incorporated herein by reference. S & S may amend the schedule of rates only upon the adoption of an ordinance approving said amendment.
2. On non-emergency calls, or calls where a person requires transportation to a non-emergency facility, collection for service (payment) may, at the option of S & S, be made before the ambulance begins the trip.

Section 17
Insurance

Prior to providing any Ambulance Services in the City limits, S & S will provide proof of insurance coverage in the types, forms and amounts required by state law and this Agreement. Failure to maintain such insurance through the term of this Agreement will be cause for termination of the franchise granted herein. S & S shall be required to obtain and maintain in effect throughout the term of this Agreement a public liability insurance policy in an amount of not less than \$1,000,000. A copy of the insurance policy shall be filed with the City’s finance director within 10 days of the grant of the franchise. S & S shall not operate its service during any periods for which insurance lapses for any reason.

Section 18
Nondiscrimination

No individual shall be denied or subjected to discrimination in the receipt of services for activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Material violation of this provision shall be considered a default of this Agreement.

Section 19
Records, Reports

S & S shall maintain the following records:

1. record of dispatch showing time call for transport was received, time ambulance dispatched, time arrived on scene, time arrived at destination,

time in service, and time returned to base;

2. a trip record that shall be so designed as to provide the patient or customer with a copy of it and that may serve as a receipt for any charges paid;
3. maintenance of a daily report log for the purpose of identifying all individuals transported in any given day;
4. daily driver and attendant checklist and inspection report which shall list contents and description of operations for each vehicle, signed by the individual verifying vehicle operations and equipment; and,
5. if private records are kept, including operational, vehicular maintenance, driver/attendant training certifications, insurance certifications, traffic compliance, accident records, financial, tax and related records, shall be open at any reasonable time for inspection and audit by the city manager or designee, or any professionally trained accountant/auditor; but S & S may deem and mark certain materials as proprietary and confidential or protected by state or federal law, which may still be viewed by the city manager, designee or accountant/auditor representing the City but not disclosed to the general public unless a Texas Attorney General Ruling or court of competent jurisdiction so orders such a public release.

Section 20 **Transfer and Assignment**

This non-exclusive franchise Agreement and the rights, privileges, permissions, and authorities granted herein are personal to S & S and cannot be sold, transferred, leased, assigned, or otherwise disposed without prior written approval from the City.

Section 21 **Private Ambulance Services Personnel**

Attendants and drivers employed by S & S shall be:

1. at least eighteen (18) years of age;
2. a citizen of the United States;
3. licensed by the State of Texas to operate the vehicle occupied; and,
4. certified as having obtained any legally required training as may be required by any regulatory bodies having jurisdiction over the provision of private ambulance services to the general public.

Section 22
Indemnification

As a condition of the grant of this Agreement, and in consideration thereof, S & S shall defend, indemnify, and hold the City harmless against all claims for damages to persons, individuals or property by reason of its franchise operations, or any way arising out of performance under this Agreement, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of S & S or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, S & S is by law responsible. This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of S & S and the City. In the event any claim is made against the City that falls under this indemnity provision, the City shall promptly but no later than five (5) business days, provide S & S with the a copy of the claim with a written notice that such is deemed to fall under this provision. S & S shall then take over the defense of the claim with attorneys of its and/or its insurer's choosing. S & S shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein S & S has agreed by accepting this Agreement to indemnify and hold the City harmless, or to pay said settlement, final judgment, and costs, as the case may be, the City shall provide S & S immediate written notice of such suit or proceeding, whereupon S & S shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

Section 23
Compliance with Laws and Regulations

During the term of this Agreement, the City and S & S agree they will comply with all applicable state, federal and local laws and regulations. Failure to comply on the part of S & S may be grounds for the imposition of penalties or sanctions, including up to termination of this Agreement. Failure to comply of the part of the City may be grounds for S & S to terminate this Agreement without prior consent or approval by the City.

Section 24
No Waiver: Cumulative Remedies

S & S will not be excused from complying with any of the terms of conditions of this Agreement because of failure of the City, on one or more occasions, to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the City or S & S to exercise, or delay in exercising, any right or remedy hereunder, nor will any single or partial exercise of any right or remedy preclude any other right or remedy. S & S agrees that the City will have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the City, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies

provided in this Agreement and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement will impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City will not release S & S from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by S & S. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, will be construed to excuse faithful performance by S & S or limit the liability of S & S for damages, either to the full amount of the posted security or otherwise.

Section 25
Administration

The city manager or designee will administer or direct the administration of this Agreement.

Section 26
Notices

Any notice, request, or demand which may be or is required to be given under this Agreement will be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:

Fredrick Smith
D/B/A S & S Transport
P.O. Box 3461
Pflugerville, TX 78691
Email: frdrcksmth@att.net
Phone: (512) 961-0491
Fax: (512) 551-8283

CITY OF KYLE, TEXAS (“CITY”):

City of Kyle
ATTN: City Manager
100 W. Center Street
P.O. Box 40
Kyle, TX
78640
Fax: (512) 262-3987

Section 27
Governing Law

This Agreement will be deemed to be executed in the City of Kyle in the State of Texas, and will be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Texas, as applicable to contracts entered into, and to be performed entirely with this State.

Section 28
Modification or Amendment

This Agreement may not be modified, amended, or changed in any way unless such modification, amendment or change is approved by the city council, and the terms and conditions thereof expressed in a written document, signed by both parties.

Section 29
Entire Agreement

The preparation, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding by and between the City and S & S. There are no further or other agreements or understandings, written or oral, in effect between the City and S & S relating to the subject matter of this Agreement unless such agreements or understandings are expressly referred to and incorporated herein.

Section 30
Corporate Authority

The undersigned warrant that each has the requisite corporate authority to execute this Agreement and bind each party to the terms of this Agreement.

Section 31
Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the City and will thereafter be binding on S & S and the City.

Section 32
Effective Date

This Agreement shall be in full force and take effect from and after the date of the final passage or the ordinance in which the Agreement is incorporated and upon the signing and attesting of said Agreement as witnessed below.

THE CITY OF KYLE, TEXAS

By: _____
R. Todd Webster, Mayor

ATTEST:

APPROVED AS TO FORM:

Amelia Sanchez, City Secretary

Frank Garza, City Attorney

FREDERICK SMITH
D/B/A S & S TRANSPORT (“FRANCHISEE”)

By: _____
Frederick Smith

Title: _____

EXHIBIT “B”
S & S SCHEDULE OF RATES

All local wheelchair transports \$ 25 each way

All ambulatory transports \$20 each way

Cancel on arrival \$25

Any patient over 260 pounds an additional fee of \$20 each way



CITY OF KYLE, TEXAS

Authorize Contract to SpawGlass for Train Depot Restoration Phase 3 Interior

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: Approve a contract with SPAWGLASS CONTRACTORS, INC., in an amount not to exceed \$343,499.00 for the interior build-out in Phase 3 of the Historic Train Depot Restoration project and direct the City Manager to bring forward a budget amendment in the amount of \$9,529.13 at a future date in order to provide full funding for the contract award. ~ *Jerry Hendrix, Chief of Staff*






Other Information: This contract will complete the restoration of the Kyle Historic Train Depot as outlined in the Train Depot Master Plan approved in July 2012. Included in this action is a supplemental change order to purchase and install interior lighting that would be representative of the original lighting for the depot. This was not included in the original bid for the project but has been added by the architect and is within the scope of restoring the building as outlined in the master plan. The work will include the final build out of the interior of the building, restoring the interior to very closely resemble its original state while also meeting all current city codes and ADA requirements. The contractor (SpawGlass, Inc., and architect (Clayton Little) have been working very closely to keep the cost of the project within the original bid despite the significant cost increases for labor and materials that have occurred since the original bid in 2012. They also have had to address several conditions found in the building that were unknown at the onset, including the remediation of lead and asbestos. It is important to note that most of the funding for this project was raised from private funds, including over \$600,000 from the Burdine Johnson Foundation, \$25,000 from the LCRA and many others. The City of Kyle also funded \$250,000 through a bond sale being paid back through the Hotel Occupancy Tax proceeds and another \$125,000 funded from the City's General Fund included in the approved budget for fiscal year 2014-15. This work is expected to be completed sometime in May 2015.

Legal Notes:

Budget Information: A Fiscal Note is attached.

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

Attachments / click to download

-  [Kyle Depot Phase 3b Cost Sheet](#)
 -  [Kyle Depot Interior Buildout Contract](#)
 -  [Fiscal Note](#)
 -  [Depot Light Selections](#)
 -  [Depot Light Plan](#)
-



AIA[®]

Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17th day of March in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Kyle
100 West Center Street
Kyle, TX. 78640

and the Contractor:
(Name, legal status, address and other information)

SpawGlass Contractor's Inc.
1111 Smith Road
Austin, TX. 78721
Telephone Number: 512.719.5251
Fax Number: 512.719.5255

for the following Project:
(Name, location and detailed description)

The Historic Kyle Depot
Kyle, TX. 78640
Phase IIIB of a Historic Restoration to the existing building.

The Architect:
(Name, legal status, address and other information)

Clayton & Little Architects
1001 E. 8th Street
Austin, TX. 78702
Telephone Number: 512.477.1727
Fax Number: 512.477.9876

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

N/A

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety (90) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work	Substantial Completion Date
Phase IIIB Work-Interior Build back Upgrades	90 days from Notice to Proceed

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three hundred forty-three thousand, four hundred and ninety nine dollars and 00 (\$ Phase IIIB contract \$343,499), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Lighting Package by others	\$9,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten Percent percent (10.00% %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten Percent percent (10.00% %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2.00 % monthly

§ 8.3 The Owner's representative:

(Name, address and other information)

Mr. Jerry Hendrix
100 West Center Street
Kyle, TX. 78640

§ 8.4 The Contractor's representative:

(Name, address and other information)

Mr. Mark Harrington

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1111 Smith Road
 Austin, TX. 78721
 Telephone Number: 512.719.5251
 Fax Number: 512.719.5255
 Mobile Number: 512.848.4135
 Email Address: mark.harrington@spawglass.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<i>(Row deleted)</i>		
G1.0	Cover Sheet	12.9.11
G1.1	Specifications	12.9.11
A1.0	Site Plan	12.9.11
A1.1	Floor Plan-Demo	12.9.11
A1.2	Floor Plan	12.9.11
A1.3	Reflected Ceiling / Finish	12.9.11
A2.0	Exterior Elevation	12.9.11
A2.1	Exterior Elevation	12.9.11
A3.0	Wall Section	12.9.11
A4.0	Interior Elevation	12.9.11
A4.1	Interior Elevation	12.9.11
A5.0	Details	12.9.11
S1.0	Foundation Plan	12.9.11
S1.1	Ceiling Plan	12.9.11

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S1.2	Roof Framing Plan	12.9.11
S2.0	Foundation Details	12.9.11
S2.1	Foundation Details	12.9.11
S3.0	Framing Details	12.9.11
S4.0	Structural Notes	12.9.11
M-0	Overall Mechanical	10.27.11
M-1	HVAC Plan	10.27.11
M-2	Refrigerant Plan	10.27.11
M-3	Mechanical Sections	10.27.11
M-4	Mechanical Details	10.27.11
E-1	Electrical Power Plan	10.27.11
E-2	Lighting Plan	10.27.11
E-3	Electrical Panel Sched.	10.27.11
P-1	Water Piping Plan	10.27.11
P-2	Attic Waste Piping Vent	10.27.11
P-3	Plumbing Waste Piping	10.27.11
P-4	Plumbing Details	10.27.11

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	December 21, 2011	
Addendum #2	January 27, 2011	
ASI-03	November 23, 2014	A3.0, A3.1, A4.1
Structural Comments	December 15, 2014	A1.1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Insurance requirements shall meet spec Section 00 06 00 and as outlines:	
Workers Compensation:	
Employer’s Liability	\$2,000,000 each occurrence
Commercial Liability	

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Bodily Liability	\$2,000,000 each occurrence
Property Liability	\$1,000,000 each occurrence
Personal Liability	\$2,000,000 each occurrence
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

SCOTT HOBZA - PRESIDENT
(Scott Hobza, President - Austin Region)

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This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:31:09 on 03/09/2015.

PAGE 1

AGREEMENT made as of the 17th day of March in the year 2015

...

The City of Kyle
100 West Center Street
Kyle, TX. 78640

...

SpawGlass Contractor's Inc.
1111 Smith Road
Austin, TX. 78721
Telephone Number: 512.719.5251
Fax Number: 512.719.5255

...

The Historic Kyle Depot
Kyle, TX. 78640
Phase IIIB of a Historic Restoration to the existing building.

...

Clayton & Little Architects
1001 E. 8th Street
Austin, TX. 78702
Telephone Number: 512.477.1727
Fax Number: 512.477.9876

PAGE 2

N/A

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety (90) days from the date of commencement, or as follows:

PAGE 3

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Phase IIIB Work-Interior Build back
Upgrades

90 days from Notice to Proceed

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three hundred forty-three thousand, four hundred and ninety nine dollars and 00 (\$ Phase IIIB contract \$343,499), subject to additions and deductions as provided in the Contract Documents.

...

Lighting Package by others

\$9,000.00

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten Percent percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten Percent percent (10.00%);

PAGE 5

[] Litigation in a court of competent jurisdiction

...

2.00 % monthly

...

Mr. Jerry Hendrix
100 West Center Street
Kyle, TX. 78640

...

(Name, address and other information)information

Mr. Mark Harrington
1111 Smith Road
Austin, TX. 78721
Telephone Number: 512.719.5251
Fax Number: 512.719.5255

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Mobile Number: 512.848.4135
 Email Address: mark.harrington@spawglass.com

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<u>G1.0</u>	<u>Cover Sheet</u>	<u>12.9.11</u>
<u>G1.1</u>	<u>Specifications</u>	<u>12.9.11</u>
<u>A1.0</u>	<u>Site Plan</u>	<u>12.9.11</u>
<u>A1.1</u>	<u>Floor Plan-Demo</u>	<u>12.9.11</u>
<u>A1.2</u>	<u>Floor Plan</u>	<u>12.9.11</u>
<u>A1.3</u>	<u>Reflected Ceiling / Finish</u>	<u>12.9.11</u>
<u>A2.0</u>	<u>Exterior Elevation</u>	<u>12.9.11</u>
<u>A2.1</u>	<u>Exterior Elevation</u>	<u>12.9.11</u>
<u>A3.0</u>	<u>Wall Section</u>	<u>12.9.11</u>
<u>A4.0</u>	<u>Interior Elevation</u>	<u>12.9.11</u>
<u>A4.1</u>	<u>Interior Elevation</u>	<u>12.9.11</u>
<u>A5.0</u>	<u>Details</u>	<u>12.9.11</u>
<u>S1.0</u>	<u>Foundation Plan</u>	<u>12.9.11</u>
<u>S1.1</u>	<u>Ceiling Plan</u>	<u>12.9.11</u>
<u>S1.2</u>	<u>Roof Framing Plan</u>	<u>12.9.11</u>
<u>S2.0</u>	<u>Foundation Details</u>	<u>12.9.11</u>
<u>S2.1</u>	<u>Foundation Details</u>	<u>12.9.11</u>
<u>S3.0</u>	<u>Framing Details</u>	<u>12.9.11</u>
<u>S4.0</u>	<u>Structural Notes</u>	<u>12.9.11</u>
<u>M-0</u>	<u>Overall Mechanical</u>	<u>10.27.11</u>
<u>M-1</u>	<u>HVAC Plan</u>	<u>10.27.11</u>
<u>M-2</u>	<u>Refrigerant Plan</u>	<u>10.27.11</u>
<u>M-3</u>	<u>Mechanical Sections</u>	<u>10.27.11</u>
<u>M-4</u>	<u>Mechanical Details</u>	<u>10.27.11</u>
<u>E-1</u>	<u>Electrical Power Plan</u>	<u>10.27.11</u>
<u>E-2</u>	<u>Lighting Plan</u>	<u>10.27.11</u>
<u>E-3</u>	<u>Electrical Panel Sched.</u>	<u>10.27.11</u>
<u>P-1</u>	<u>Water Piping Plan</u>	<u>10.27.11</u>
<u>P-2</u>	<u>Attic Waste Piping Vent</u>	<u>10.27.11</u>
<u>P-3</u>	<u>Plumbing Waste Piping</u>	<u>10.27.11</u>
<u>P-4</u>	<u>Plumbing Details</u>	<u>10.27.11</u>

PAGE 7

<u>Addendum #1</u>	<u>December 21, 2011</u>	
<u>Addendum #2</u>	<u>January 27, 2011</u>	
<u>ASI-03</u>	<u>November 23, 2014</u>	<u>A3.0, A3.1, A4.1</u>
<u>Structural Comments</u>	<u>December 15, 2014</u>	<u>A1.1</u>

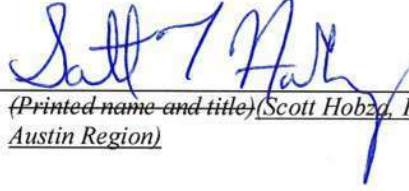
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<u>Insurance requirements shall meet spec</u>	
<u>Section 00 06 00 and as outlines:</u>	
<u>Workers Compensation:</u>	
<u>Employer's Liability</u>	<u>\$2,000,000 each occurrence</u>
<u>Commercial Liability</u>	

<u>Bodily Liability</u>	<u>\$2,000,000 each occurrence</u>
<u>Property Liability</u>	<u>\$1,000,000 each occurrence</u>
<u>Personal Liability</u>	<u>\$2,000,000 each occurrence</u>
<u>Bodily Injury</u>	<u>\$2,000,000 each occurrence</u>
<u>Property Damage</u>	<u>\$1,000,000 each occurrence</u>

PAGE 8

(Printed name and title)



(Printed name and title) Scott Hobza, President – Austin Region

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Scott Hobza, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:31:09 on 03/09/2015 under Order No. 0773962909_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRESIDENT

(Title)

3/9/15

(Dated)



SpawGlass Contractors, Inc.
Topsheet: Base Bid

Project #: **0**
 Name: **The Historic Kyle Depot**
 Location: **Kyle, TX**
 Bid Date:

\$ 343,499 As-Bid
\$147.05 /SF

Project Square Footage: 2,336 SF Duration: 3.0 Months

Spec. Section	Description	Labor (w/ Burden)	Material (w/out Tax)	Subcontract	Total	Cost Per SF	Cost - % of Total	Anticipated Sub or Vendor / Comments
Division 01: General Requirements								
	Landscape Allowance for chambers only planters			-	-	-	0.00%	Complete
	New Sign - Not in contract			-	-	-	0.00%	Not in contract
	Site signage - Not in contract			-	-	-	0.00%	Not in contract
	Division 01: \$	-			-	-	0.00%	
Division 02: Existing Conditions								
	Demolition of ceiling, walls, cabinets, and flooring per scope.			-	-	-	0.00%	Complete
	Misc. site demo at pavers			-	-	-	0.00%	Complete
	Division 02: \$	-			-	-	0.00%	
Division 03: Concrete								
	Concrete Plaza, Sidewalks, Curbs, Walls			-	-	-	0.00%	Phase 4
	Seal and Stain Plaza			-	-	-	0.00%	Phase 4
	Deck piers, beams and planter footers and walls at chamber			-	-	-	0.00%	Complete
	Division 03: \$	-			-	-	0.00%	
Division 04: Masonry								
	Not Required				-	-	0.00%	
	Division 04: \$	-			-	-	0.00%	
Division 05: Metals								
	Ramp & Step Railing for chamber offices				-	-	0.00%	Complete
	Division 05: \$	-			-	-	0.00%	
Division 06: Wood, Plastics, & Composites								
	Framing and sheetrock walls at restroom area	1,936	2,150		4,086	1.75	1.19%	SG
	Framing for dormer support at previous phase	560	980		1,540	0.66	0.45%	SG
	Wood Deck with pressure treated decking and pressure treated framing structure				-	-	0.00%	
	Skirting along perimeter at deck				-	-	0.00%	
	T&G ceiling at chamber, wood wall paneling and wainscoting with reclaimed wood	15,306	21,737		37,043	15.86	10.78%	SG
	Bead board ceiling and walls with new wood	7,140	8,850		15,990	6.85	4.66%	SG
	T&G flooring with reclaimed wood	2,760	6,500		9,260	3.96	2.70%	SG
	Patch existing wood floor at museum and install plywood	9,000	2,400		11,400	4.88	3.32%	SG
	P-lam millwork upper and lower cabinets at sink area			2,960	2,960	1.27	0.86%	AAA Millwork
	P-lam cabinets along wall at stairs - By Others			-	-	-	0.00%	By Others
	Division 06: \$	82,279			-	-	0.00%	
Division 07: Thermal & Moisture Protection								
	Cellulose Insulation - in museum walls only							
	Spray Foam Insulation at walls, roof deck and floor for entire bldg.			22,430	22,430	9.60	6.53%	Austin Spray Foam
	Fiberglass insulation at the restroom walls		450		450	0.19	0.13%	SpawGlass
	Division 07: \$	22,880			-	-	0.00%	
Division 08: Openings								
	New Interior Doors (4 each) primed, single hip raised panel	600		1,925	2,525	1.08	0.74%	SG/Centex Doors and Frames
	New Interior Frames (4 each)	-		-	-	-	0.00%	In doors
	New Interior Hardware (4 each)	500	450		950	0.41	0.28%	SG - allowance at \$113 each door
	Refurbish Existing Door & frame			1,158	1,158	0.50	0.34%	SG
	Trim New frames	750	900		1,650	0.71	0.48%	SG
	Glass at interior display case	250	900		1,150	0.49	0.33%	SG
	New Ticket Window & Counter - Not in scope at this time			-	-	-	0.00%	Not in contract at this time
	Division 08: \$	7,433			-	-	0.00%	
Division 09: Finishes								
	Ceramic Tile at restroom and backsplash			6,350	6,350	2.72	1.85%	Flooring Solution
	Patch existing wood floor				-	-	0.00%	See above
	Refinish Wood Floor with light screed and clear finish			2,860	2,860	1.22	0.83%	SG
	Tape, bed and paint restrooms, breakroom and exterior			6,480	6,480	2.77	1.89%	Russell and Traugott
	Stain and seal T&G wainscot and wall paneling			7,650	7,650	3.27	2.23%	Russell and Traugott
	Patch and paint wall and ceilings on office side			11,325	11,325	4.85	3.30%	Russell and Traugott
	Division 09: \$	34,665			-	-	0.00%	
Division 10: Specialties								
	Toilet Accessories			708	708	0.30	0.21%	Hull Services
	Division 10: \$	708			-	-	0.00%	
Division 22: Plumbing								
	Demo Existing Plumbing				-	-	0.00%	
	Plumbing install and tie-in alternate fixtures			24,320	24,320	10.41	7.08%	Airco
	Division 22: \$	24,320			-	-	0.00%	
Division 23: Heating, Ventilation, & Air Conditioning								
	Demo HVAC				-	-	0.00%	w HVAC
	New HVAC for entire building			29,200	29,200	12.50	8.50%	SI Mechanical
	Test & Balance			-	-	-	0.00%	w HVAC
	Division 23: \$	29,200			-	-	0.00%	
Division 25: Integrated Automation								



SpawGlass Contractors, Inc.
Topsheet: Base Bid

Project #: 0
 Name: The Historic Kyle Depot
 Location: Kyle, TX
 Bid Date:

\$ 343,499 As-Bid
\$147.05 /SF

Project Square Footage: 2,336 SF Duration: 3.0 Months

Spec. Section	Description	Labor (w/ Burden)	Material (w/out Tax)	Subcontract	Total	Cost Per SF	Cost - % of Total	Anticipated Sub or Vendor / Comments
	Not required				-	-	0.00%	
	Division 25: \$	-			-	-	0.00%	
Division 26:	Electrical							
	New Lights			9,000	9,000	3.85	2.62%	Allowance per Architect
	New Electrical for Chamber only and does not include lights			47,090	47,090	20.16	13.71%	Verde Electrical (no lights included)
	Division 26: \$	56,090			-	-	0.00%	
Division 27:	Communications							
	Not Required				-	-	0.00%	
	Division 27: \$	-			-	-	0.00%	
Division 28:	Electronic Safety & Security							
	Fire Alarm - Not in scope				-	-	0.00%	
	Division 28: \$	-			-	-	0.00%	
Division 31:	Earthwork							
	Site Grading & Excavation, Fill @ Ramp and planters				-	-	0.00%	Complete
	Division 31: \$	-			-	-	0.00%	
Division 32:	Exterior Improvements							
	Benches (relocate?) - Not in contract				-	-	0.00%	Phase 4
	200 Inft Railroad tracks - Not in contract				-	-	0.00%	Phase 4
	Gravel Walkway - Not in contract				-	-	0.00%	Phase 4
	Chain Link Fence - Not in contract				-	-	0.00%	Phase 4
	Brick Pavers - In-fill only with temp materials			1,000	1,000	0.43	0.29%	SG
	Division 32: \$	1,000			-	-	0.00%	
	Subtotal:	38,802	45,317	174,456	258,575	110.69	75.28%	OK
	General Conditions:	35,570	8,434	1,817	45,821	19.61	13.34%	Linked to "GCs" Worksheet
	Hoisting & Vertical Transportation:	-	-	-	-	-	0.00%	Linked to "Hoist & Vert Trans" Worksheet
	Gen. Cond. / Hoist. & Vert. Trans.: \$	45,821			-	-	0.00%	
	Subtotal:	74,372	53,751	176,273	304,396	130.31	88.62%	OK
	Sales Tax On Mat. (Excl. GCs / H. & V.T.):	0.000%	<--- Rate Based on "Project Setup" Answers		-	-	0.00%	N/A
	Subtotal:				304,396	130.31	88.62%	
	Builder's Risk Insurance:		Calculated from "Builder's Risk" Worksheet <--->		-	-	0.00%	by owner
	General Liability Insurance:	0.446%	<--- Rate Based on "Project Setup" Answers		1,532	0.66	0.45%	% of Total Project Cost
0.00%	Sub Bonds:	0.00%	<--- Calculated from Sub Bond Calculator at Far Right		-	-	0.00%	% of Total Subcontract Amount
	P & P Bonds:		Calculated from "P & P Bonds" Worksheet <--->		5,566	2.38	1.62%	
	Subtotal:				311,493	133.34	90.68%	
	Warranty:	0.25%	<--- Fixed Rate		779	0.33	0.23%	
	Contingency:	0.00%	<--- Input Percentage Here		-	-	0.00%	
	Building Permit:	\$ -	<--- Input \$ Amount Here		-	-	0.00%	
	Subtotal:				312,272	133.68	90.91%	
	Overhead & Profit:	10.00%	<--- Input Percentage Here		31,227	13.37	9.09%	
	Subtotal:				343,499	147.05	100.00%	
	Remodel Tax:	0.000%	<--- Rate Based on "Project Setup" Answers		-	-	0.00%	Tax Exempt
	TOTAL:				343,499	147.05	100.00%	



Ceiling Space Collection
2 Light Flush Mount Ceiling Light | Brushed Nickel
 209NI (Brushed Nickel)

Product Description:

This clean, ceiling light measures 9 1/2" in diameter and features our Brushed Nickel finish combined with a white glass cover, and uses two, 60-watt (max.) bulb.

Available Finishes

- Brushed Nickel
- Olde Bronze
- White

Technical Information

Lamp Included:	Not Included
Glass Description:	WHITE GLASS
Safety Rated:	Dry
Base Backplate:	8.875 DIA
Dual Mount:	No
Light Source:	Incandescent
Socket Base:	Medium
Number of Bulbs:	2
Lamp Type:	A19
Max Watt:	60W
Width:	9.25"
Height:	5"
Overall Height:	"
Collection:	Ceiling Space Collection
Finish:	Brushed Nickel

Project	
Type	
Ordering #	
Comments	



Product Specifications & Details

- **Height:** 14"
- **Connection:** Hardwire
- **UL Listing:** Dry Locations
- **Voltage:** Line Voltage
- **Dark Sky:** Not Dark Sky Compliant
- **Blade Pitch:** 10.5°
- **Blade Span:** 42"
- **Number of Blades:** 4
- **Motor Information:** 172mm x 15mm Motor
Lifetime Warranty

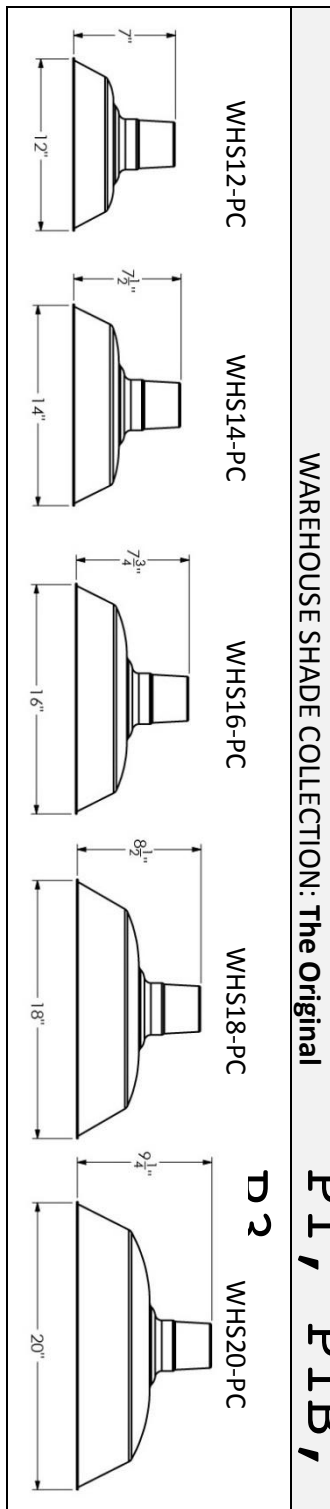


WAREHOUSE SHADE COLLECTION: The Original

P1, P1B,

SP0003 REV A

Item #	Diameter	Height
WHS12-PC	12"	7"
WHS14-PC	14"	7 1/2"
WHS16-PC	16"	7 3/4"
WHS18-PC	18"	8 1/2"
WHS20-PC	20"	9 1/4"



Model #	Item #	Standard Finishes	Mounting Options	Mounting Color	Optional Accessories	Accessory Colors	Wattage/Lamp Options	Ballast	Voltage
C- Cord Hung	WHS12-PC	Other: 975-Galvanized	Cord: Standard ¹ ; SBK Black	For Cord: Canopy color: Standards: 975-Galv. for Galv. Shades	CGG-Cast Guard and Glass ³	Other: 975-Galvanized	200 Watt maximum		
	WHS14-PC		SWH White	100-Black with Black Cord	WGG-Wire Guard and Glass ³	100-Black			
	WHS16-PC	Powder Coat: 100-Black	CRZ Red Chevron	200-White with White Cord		200-White			
	WHS18-PC		CGM Grey	Custom with Twist Cord: -CNY _____ ⁴ Specify canopy color		300- Dark Green			
	WHS20-PC		600-Dark Green			600- Bronze			
G-Goose-Neck		605-Rust	TBR Brown		WC-Wire Cage ⁴	605- Rust			
F- Flush Mount		For additional colors, see color chart	TBK Black TPT Putty TRD Red TWH White	Stem and Gooseneck: Other: 975-Galvanized 980-Brushed Aluminum	HSC-Hang Straight Canopy	For additional colors, see color chart			
			Stem: ST _____ ⁴ Specify stem model		HDSM- Heavy Duty Stem Mount Canopy	Vapor Proof Glass ³ CLR- Clear FST- Frosted			
			Gooseneck: G _____ ⁴ Specify gooseneck model	Powder Coat: 100-Black 200- White					
			Flush Mount: FMI	300- Dark Green 600- Bronze 605- Rust	HDBP- Heavy Duty Square Backing Plate				
			For additional mounting options and details, see mounting spec sheet	For additional colors, see color chart					
BLE-F	WHS16PC	200	FMI	CGG	FST				
ORDER SPECIFICS									
BLE-	-PC								

Notes:
¹ Suitable for Damp location. Standard length 8 feet. Additional lengths available.
² Suitable for Dry location Only. Standard length 6 feet. Additional lengths available. (Not CSA listed)

³ Guard/Glass option reduces wattage to 100 W

Suitable for Wet Location (except when cord mounted)

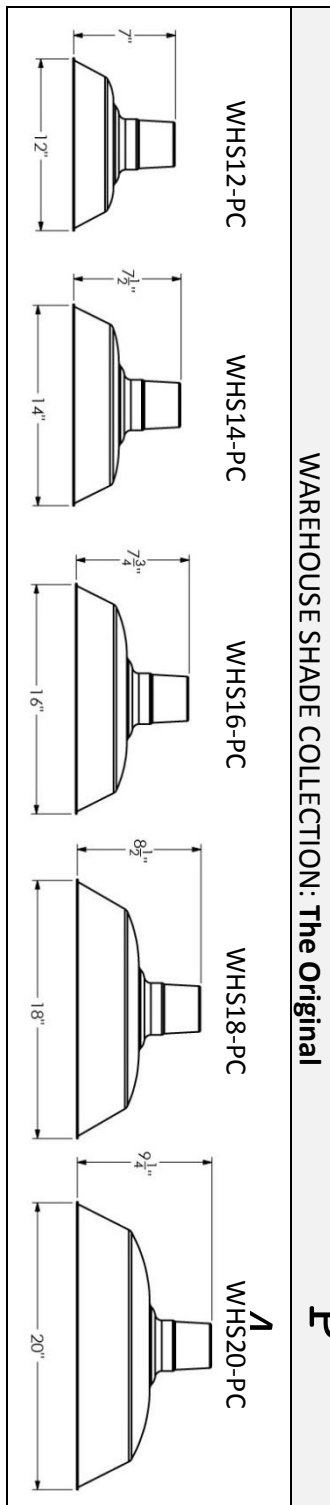


WAREHOUSE SHADE COLLECTION: The Original

P

SP0003 REV A

Item #	Diameter	Height
WHS12-PC	12"	7"
WHS14-PC	14"	7 1/2"
WHS16-PC	16"	7 3/4"
WHS18-PC	18"	8 1/2"
WHS20-PC	20"	9 1/4"



Model #	Item #	Standard Finishes	Mounting Options	Mounting Color	Optional Accessories	Accessory Colors	Wattage/Lamp Options	Ballast	Voltage
C- Cord Hung	WHS12-PC	Other: 975-Galvanized	Cord: Standard ¹ ; SBK Black	For Cord: Canopy color: Standards: 975-Galv. for Galv. Shades	CGG-Cast Guard and Glass ³	Other: 975-Galvanized	200 Watt maximum		
	WHS14-PC		SWH White	100-Black with Black Cord	WGG-Wire Guard and Glass ³	100-Black			
	WHS16-PC	Powder Coat: 100-Black	CRZ Red Chevron	200-White with White Cord		200-White			
	WHS18-PC	200-White	CGM Grey	Custom with Twist Cord: -CNY _____		300-Dark Green			
	WHS20-PC	200-White	CBK Black	Cotton Twists ² : TBR Brown	WC-Wire Cage ⁴	600-Bronze			
G-Goose-Neck		300-Dark Green	TPT Black	Other: 975-Galvanized	HSC-Hang Straight Canopy	Vapor Proof Glass ³			
F- Flush Mount		605-Rust	TWH White	Stem: ST _____	HDSM-Heavy Duty Stem Mount Canopy	FST-Frosted			
BLE-F	WHS16-PC	200	FVI	For additional mounting options and details, see mounting spec sheet	CGG	FST			
ORDER SPECIFICS									
BLE-	-PC								

Notes:
¹ Suitable for Damp location. Standard length 8 feet. Additional lengths available.
² Suitable for Dry location Only. Standard length 6 feet. Additional lengths available. (Not CSA listed)

³ Guard/Glass option reduces wattage to 100 W

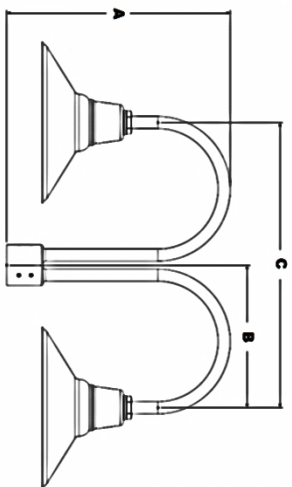
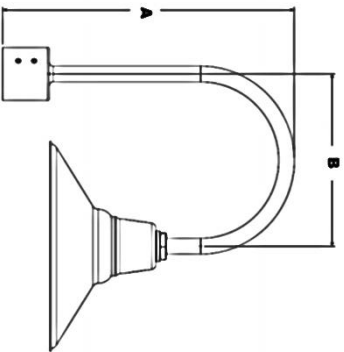
Suitable for Wet Location (except when cord mounted)



PORCELAIN POST MOUNT SHADE COLLECTION

P

Item	Height (A)	Projection (B)	Overall Length (C)
Single Arm	19 1/2"	11 1/2"	--
Double Arm	19 1/2"	12 1/2"	24 3/4"



Shade Finishes	Post Mount Finishes	Optional Accessories	Accessory Colors	Wattage/Lamp Options	Ballast	Voltage
Porcelain: 150-Black 250-White 350-Dark Green 355-Jadite <i>For additional colors, see color chart</i>	Powder Coat: 100-Black 200-White 975-Galvanized	Direct Burial Pole: Smooth: PMDBSP8- 8 foot PMDBSP10-10 foot PMDBSP12-12 foot Fluted: PMDBFP8- 8 foot PMDBFP10-10 foot PMDBFP12-12 foot	Powder Coat: 100-Black 200-White 975-Galvanized	200 Watt maximum		

Thurman Wall Sconce Item #A0744 **5**
1

<http://www.rejuvenation.com/s/aarv>

Specification	Detail
Item #	A0744
Finish	Burnished Antique
Shade(s) Chosen	B8893
Maximum fixture wattage per socket	100W
UL Listing	UL Listed Damp
Canopy width	5.01"
Overall fixture width	5.01"
Overall fixture length	5.01"
Overall fixture depth	8"
Shade height	6"
Canopy Size	5"
Depth	2"
Fitter Outside Diameter	2-5/8"
Height	5"
Width	5"

Base price: \$90.00

Selected options total: \$40.00

Total price as shown: \$130.00



City of Kyle, Texas
FISCAL NOTE

DATE OF COUNCIL CONSIDERATION: March 17, 2015
CONTACT CITY DEPARTMENT: Office of the City Manager
CONTACT CITY STAFF: Jerry Hendrix, Chief of Staff

SUBJECT:

Approve a contract with SPAWGLASS CONTRACTORS, INC., in an amount not to exceed \$343,499.00 for the interior build-out in Phase 3 of the Historic Train Depot Restoration project and direct the City Manager to bring forward a budget amendment in the amount of \$9,529.13 at a future date in order to provide full funding for the contract award.

CURRENT YEAR FISCAL IMPACT:

This Purchase Order for a construction contract award to SPAWGLASS CONTRACTORS, INC., will require expenditure of funds accumulated in the Train Depot Donation Fund and a budget amendment to provide full funding for the contract as follows.

- | | |
|--------------------------------------|--|
| 1. City Department: | Office of the City Manager |
| 2. Project Name: | Train Depot Restoration – Phase 3 Interior |
| 3. Funding Source: | Train Depot Donation Fund |
| 4. Budget/Accounting Code(s): | 412-675-57222 |
| 5. Total Appropriations: | \$ 744,550.00 |
| 6. Unencumbered Balance: | \$ 333,969.87 |
| 7. Amount of This Action: | \$ (343,499.00) |
| 8. Budget Amendment Required: | \$ <u>(9,529.13)</u> |

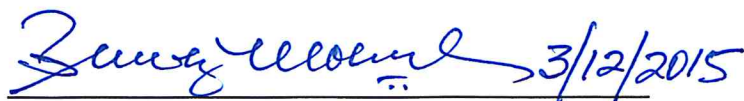
FUNDING SOURCE OF THIS ACTION:

The funding source for this Purchase Order to SPAWGLASS CONTRACTORS, INC., will be provided from the remaining balance of donations received for the Train Depot Restoration Project and \$125,000 from the City's General Fund approved in the current fiscal year.

Approval of this item will also authorize the City Manager to bring forward a budget amendment in the amount of \$9,529.13 to provide full funding for the contract award.

ADDITIONAL INFORMATION/COUNCIL ACTION:

In the Fiscal Year 2014-15 General Fund budget, the City Council approved funding contribution totaling \$125,000 for the Train Depot Restoration Project.

 3/12/2015

Perwez A. Moheet, CPA - Date
Director of Finance



CITY OF KYLE, TEXAS

Authorization to Proceed to Refund Approximately \$13.11 Million COs Series 2007 & 2008

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation:

Consider authorizing the City's Director of Finance to initiate process, prepare documents, and coordinate all appropriate steps necessary for the refunding of approximately \$6,825,000 in Certificates of Obligations, Series 2007 and approximately \$6,280,000 in outstanding Certificates of Obligations, Series 2008 by June 30, 2015 in order to achieve approximately \$802,300 in estimated interest cost savings for the City of Kyle. ~ Perwez A. Moheet, CPA, Director of Finance

Other Information:

This City Council action is to authorize the City's Director of Finance to initiate the process and coordinate all appropriate and necessary steps with the City's Financial Advisor, First Southwest Company and with the City's Bond Counsel, Bickerstaff Heath Delgado Acosta, LLP, including but not limited to:

- Analyze and select optimal refunding options,
- Prepare and solicit underwriter bids,
- Prepare and finalize Official Statement,
- Issue notice of public hearing,
- Develop credit information, and
- Develop all required bond documents including Bond Ordinance.

City staff, Financial Advisor, and Bond Counsel will return before City Council by June 30, 2015 to obtain final approval of Bond Ordinance and all required bond documents in order to refund approximately \$6,825,000 in Certificates of Obligations, Series 2007 and approximately \$6,280,000 in outstanding Certificates of Obligations, Series 2008.

It is estimated that this refunding transaction will result in \$802,300 in interest cost savings for the City of Kyle.

The final amount of bonds to be refunded and interest cost savings are both contingent on the financial market conditions including interest rates and City's credit rating among the many factors impacting the

final results.

Legal Notes:

Budget Information:

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

Attachments / click to download

 [Refunding Analysis](#)

SUMMARY OF REFUNDING RESULTS

City of Kyle, Texas
General Obligation Refunding Bonds, Series 2015
AA- Rates as of February 27, 2015
*****Preliminary - For Discussion Purpose Only*****

Dated Date	05/06/2015
Delivery Date	05/06/2015
Arbitrage yield	2.307650%
Escrow yield	0.568755%
Value of Negative Arbitrage	406,386.56
Bond Par Amount	13,085,000.00
True Interest Cost	2.511928%
Net Interest Cost	2.647437%
All-In TIC	2.618203%
Average Coupon	3.708376%
Average Life	7.756
Par amount of refunded bonds	13,105,000.00
Average coupon of refunded bonds	4.276770%
Average life of refunded bonds	7.891
PV of prior debt to 05/06/2015 @ 2.618203%	14,719,338.18
Net PV Savings	658,313.75
Percentage savings of refunded bonds	5.023378%

SOURCES AND USES OF FUNDS

**City of Kyle, Texas
 General Obligation Refunding Bonds, Series 2015
 AA- Rates as of February 27, 2015
 Preliminary - For Discussion Purpose Only**

Dated Date 05/06/2015
 Delivery Date 05/06/2015

Sources:

Bond Proceeds:	
Par Amount	13,085,000.00
Net Premium	1,155,186.55
	14,240,186.55

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.43
SLGS Purchases	14,061,024.00
	14,061,024.43
 Delivery Date Expenses:	
Cost of Issuance	100,000.00
Underwriter's Discount	78,510.00
	178,510.00
 Other Uses of Funds:	
Additional Proceeds	652.12
	14,240,186.55

Note: SLGS as of February 27, 2015

SUMMARY OF BONDS REFUNDED

City of Kyle, Texas
 General Obligation Refunding Bonds, Series 2015
 AA- Rates as of February 27, 2015
 Preliminary - For Discussion Purpose Only

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Comb Tax & Rev C/O, Ser 2007, 2007:					
BOND	08/15/2017	4.000%	505,000.00	08/15/2016	100.000
	08/15/2018	4.000%	525,000.00	08/15/2016	100.000
	08/15/2019	4.000%	550,000.00	08/15/2016	100.000
	08/15/2020	4.000%	570,000.00	08/15/2016	100.000
	08/15/2021	4.000%	590,000.00	08/15/2016	100.000
	08/15/2022	4.000%	615,000.00	08/15/2016	100.000
	08/15/2023	4.000%	640,000.00	08/15/2016	100.000
	08/15/2024	4.000%	665,000.00	08/15/2016	100.000
	08/15/2025	4.000%	695,000.00	08/15/2016	100.000
	08/15/2026	4.000%	720,000.00	08/15/2016	100.000
	08/15/2027	4.000%	750,000.00	08/15/2016	100.000
			<u>6,825,000.00</u>		
Combination Tax & Revenue C/O, Series 2008, 2008:					
BOND	08/15/2018	3.750%	700,000.00	08/15/2017	100.000
	08/15/2019	4.000%	725,000.00	08/15/2017	100.000
	08/15/2020	4.125%	755,000.00	08/15/2017	100.000
	08/15/2021	4.250%	935,000.00	08/15/2017	100.000
	08/15/2022	4.375%	970,000.00	08/15/2017	100.000
	08/15/2023	4.500%	1,015,000.00	08/15/2017	100.000
TERM02	08/15/2032	5.000%	1,180,000.00	08/15/2017	100.000
			<u>6,280,000.00</u>		
			<u>13,105,000.00</u>		

SAVINGS

**City of Kyle, Texas
 General Obligation Refunding Bonds, Series 2015
 AA- Rates as of February 27, 2015
 Preliminary - For Discussion Purpose Only**

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings
08/15/2015	273,121.88	270,685.00	2,436.88	
09/30/2015				2,436.88
02/15/2016	273,121.88	245,350.00	27,771.88	
08/15/2016	273,121.88	245,350.00	27,771.88	
09/30/2016				55,543.76
02/15/2017	273,121.88	245,350.00	27,771.88	
08/15/2017	778,121.88	750,350.00	27,771.88	
09/30/2017				55,543.76
02/15/2018	263,021.88	235,250.00	27,771.88	
08/15/2018	1,488,021.88	1,460,250.00	27,771.88	
09/30/2018				55,543.76
02/15/2019	239,396.88	210,750.00	28,646.88	
08/15/2019	1,514,396.88	1,485,750.00	28,646.88	
09/30/2019				57,293.76
02/15/2020	213,896.88	185,250.00	28,646.88	
08/15/2020	1,538,896.88	1,510,250.00	28,646.88	
09/30/2020				57,293.76
02/15/2021	186,925.00	158,750.00	28,175.00	
08/15/2021	1,711,925.00	1,683,750.00	28,175.00	
09/30/2021				56,350.00
02/15/2022	155,256.25	128,250.00	27,006.25	
08/15/2022	1,740,256.25	1,708,250.00	32,006.25	
09/30/2022				59,012.50
02/15/2023	121,737.50	96,650.00	25,087.50	
08/15/2023	1,776,737.50	1,746,650.00	30,087.50	
09/30/2023				55,175.00
02/15/2024	86,100.00	63,650.00	22,450.00	
08/15/2024	751,100.00	713,650.00	37,450.00	
09/30/2024				59,900.00
02/15/2025	72,800.00	53,900.00	18,900.00	
08/15/2025	767,800.00	728,900.00	38,900.00	
09/30/2025				57,800.00
02/15/2026	58,900.00	43,775.00	15,125.00	
08/15/2026	778,900.00	733,775.00	45,125.00	
09/30/2026				60,250.00
02/15/2027	44,500.00	33,425.00	11,075.00	
08/15/2027	794,500.00	748,425.00	46,075.00	
09/30/2027				57,150.00
02/15/2028	29,500.00	22,700.00	6,800.00	
08/15/2028	29,500.00	22,700.00	6,800.00	
09/30/2028				13,600.00
02/15/2029	29,500.00	22,700.00	6,800.00	
08/15/2029	29,500.00	22,700.00	6,800.00	
09/30/2029				13,600.00
02/15/2030	29,500.00	22,700.00	6,800.00	
08/15/2030	29,500.00	22,700.00	6,800.00	
09/30/2030				13,600.00
02/15/2031	29,500.00	22,700.00	6,800.00	
08/15/2031	29,500.00	22,700.00	6,800.00	
09/30/2031				13,600.00
02/15/2032	29,500.00	22,700.00	6,800.00	
08/15/2032	1,209,500.00	1,157,700.00	51,800.00	
09/30/2032				58,600.00
	17,650,678.18	16,848,385.00	802,293.18	802,293.18

SAVINGS

City of Kyle, Texas
General Obligation Refunding Bonds, Series 2015
AA- Rates as of February 27, 2015
*****Preliminary - For Discussion Purpose Only*****

Savings Summary

Savings PV date	05/06/2015
Savings PV rate	2.618203%
PV of savings from cash flow	657,661.63
Plus: Refunding funds on hand	652.12
	<hr/>
Net PV Savings	658,313.75

BOND PRICING

City of Kyle, Texas
 General Obligation Refunding Bonds, Series 2015
 AA- Rates as of February 27, 2015
 Preliminary - For Discussion Purpose Only

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	
Bond Component:										
	08/15/2015	135,000	2.000%	0.390%	100.441				595.35	
	08/15/2017	505,000	4.000%	0.660%	107.528				38,016.40	
	08/15/2018	1,225,000	4.000%	1.040%	109.505				116,436.25	
	08/15/2019	1,275,000	4.000%	1.320%	111.102				141,550.50	
	08/15/2020	1,325,000	4.000%	1.560%	112.307				163,067.75	
	08/15/2021	1,525,000	4.000%	1.810%	112.933				197,228.25	
	08/15/2022	1,580,000	4.000%	2.100%	112.753				201,497.40	
	08/15/2023	1,650,000	4.000%	2.320%	112.580				207,570.00	
	08/15/2024	650,000	3.000%	2.510%	104.029				26,188.50	
	08/15/2025	675,000	3.000%	2.720%	102.279	2.744%	08/15/2024	100.000	15,383.25	
	08/15/2026	690,000	3.000%	2.930%	100.562	2.941%	08/15/2024	100.000	3,877.80	
	08/15/2027	715,000	3.000%	3.150%	98.479				-10,875.15	
	08/15/2032	1,135,000	4.000%	3.390%	104.815	3.622%	08/15/2024	100.000	54,650.25	
		13,085,000								1,155,186.55

Dated Date	05/06/2015	
Delivery Date	05/06/2015	
First Coupon	08/15/2015	
Par Amount	13,085,000.00	
Premium	1,155,186.55	
Production	14,240,186.55	108.828327%
Underwriter's Discount	-78,510.00	-0.600000%
Purchase Price	14,161,676.55	108.228327%
Accrued Interest		
Net Proceeds	14,161,676.55	

BOND DEBT SERVICE

City of Kyle, Texas
 General Obligation Refunding Bonds, Series 2015
 AA- Rates as of February 27, 2015

Preliminary - For Discussion Purpose Only

Period Ending	Principal	Interest	Debt Service
09/30/2015	135,000	135,685	270,685
09/30/2016		490,700	490,700
09/30/2017	505,000	490,700	995,700
09/30/2018	1,225,000	470,500	1,695,500
09/30/2019	1,275,000	421,500	1,696,500
09/30/2020	1,325,000	370,500	1,695,500
09/30/2021	1,525,000	317,500	1,842,500
09/30/2022	1,580,000	256,500	1,836,500
09/30/2023	1,650,000	193,300	1,843,300
09/30/2024	650,000	127,300	777,300
09/30/2025	675,000	107,800	782,800
09/30/2026	690,000	87,550	777,550
09/30/2027	715,000	66,850	781,850
09/30/2028		45,400	45,400
09/30/2029		45,400	45,400
09/30/2030		45,400	45,400
09/30/2031		45,400	45,400
09/30/2032	1,135,000	45,400	1,180,400
	13,085,000	3,763,385	16,848,385

ESCROW REQUIREMENTS

City of Kyle, Texas
 General Obligation Refunding Bonds, Series 2015
 AA- Rates as of February 27, 2015

Preliminary - For Discussion Purpose Only

Period Ending	Interest	Principal Redeemed	Total
08/15/2015	273,121.88		273,121.88
02/15/2016	273,121.88		273,121.88
08/15/2016	273,121.88	6,825,000.00	7,098,121.88
02/15/2017	136,621.88		136,621.88
08/15/2017	136,621.88	6,280,000.00	6,416,621.88
	1,092,609.40	13,105,000.00	14,197,609.40

ESCROW STATISTICS

City of Kyle, Texas
 General Obligation Refunding Bonds, Series 2015
 AA- Rates as of February 27, 2015
 Preliminary - For Discussion Purpose Only

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 14,061,024.43	1.696	0.568755%	0.568755%	13,654,637.85	406,386.56	0.02
14,061,024.43				13,654,637.85	406,386.56	0.02

Delivery date 05/06/2015
 Arbitrage yield 2.307650%



CITY OF KYLE, TEXAS

Authorization to Issue \$30.48 Million in GO Bonds for Construction of Five Roadway Projects

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation:

Consider authorizing the City's Director of Finance to initiate process, prepare documents, and coordinate all appropriate steps necessary for the issuance of General Obligation Bonds, Series 2015 by June 30, 2015 in the amount of \$30,480,000.00 in order to provide funding for construction and related costs including bond issuance costs for the five roadway projects consisting of Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue as authorized by the voters of Kyle, Texas on May 11, 2013.
Perwez A. Moheet, CPA, Director of Finance

Other Information:

On May 11, 2013, the voters of Kyle authorized the issuance of \$36,000,000.00 in General Obligation Bonds for street improvements to Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue, and the levy of a tax in payment thereof.

Of the total \$36,000,000.00 in bond authority approved by the voters for the five roadway projects consisting of Bunton Creek Road, North Burleson Street, Goforth Road, Lehman Road, and Marketplace Avenue, the City has issued \$5,520,000.00 in General Obligation Bonds, Series 2013 to provide funding for engineering, design, and related services including cost of bond issuance.

A copy of the official ballot is attached.

The City's engineering team and project manager are planning on construction contract letting during the months of March and April 2015. In an effort to ensure that funding is available to meet the cash flow requirements of the five roadway construction contracts, it is critical to initiate the process in order to timely complete the issuance of General Obligation bonds.

This City Council action is to authorize the City's Director of Finance to initiate the process and coordinate all appropriate and necessary steps with the City's Financial Advisor, First Southwest Company and the City's Bond Counsel, Bickerstaff Heath Delgado Acosta, LLP to determine bond maturities, repayment schedule, underwriter bid requirements, develop Official Statement, meet with rating agency to obtain credit rating, issue notice of public hearing, develop all other

bond documents, and to come back before the City Council to seek final approval of Bond Ordinance for the issuance of the General Obligation bonds.

Based on tentative schedule, it is anticipated that City staff will request City Council's approval no later than by June 2015 for the Bond Ordinance and all other required documents in order to complete the bond transaction.

Legal Notes:

Budget Information:

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

Attachments / click to download

 [Eng - Road Bond Project Cost Estimates 3-4-2015](#)

ROAD BOND PROJECTS ESTIMATED EXPENDITURES & PENDING ITEMS OF WORK

Work Items Previously Approved.

Option Needs to be Selected - Work has to Occur.

Known Optional Items of Work - Pending Council Action

Utility Reimbursements due to Eligible Relocations included in ROW expenditures.

PROJECTED EXPENDITURES

Seq.	ID	Roadway	Work Category	Work Period	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	Option Selection Yes/No	Actual & Proj. 15-20 Cat. Totals	Original Category Budget	Difference (Original-Actual & Proposed)	COMMENTS
1	1	Goforth	Engineering		\$142,492.96	\$1,128,014.51							\$1,270,507.47	\$1,010,000.00	-\$260,507.47	
2	1	Goforth	ROW Acq. Services			\$114,510.00							\$114,510.00		-\$114,510.00	
3	1	Goforth	ROW Property			\$645,000.00							\$645,000.00	\$390,000.00	-\$255,000.00	
3	1	Goforth	ROW Utility Reimbursement										\$0.00		\$0.00	Eligible Relocations Reimbursed.
4	1	Goforth	Const. Bid Asst. April 15			\$20,180.00							\$20,180.00		-\$20,180.00	
5	1	Goforth	Construction June	8 months		\$3,800,000.00	\$3,800,000.00						\$7,600,000.00	\$8,400,000.00	\$800,000.00	
6	1	Goforth	Const. LAN Oversight			\$23,179.00	\$23,179.00						\$46,358.00		-\$46,358.00	
7	1a	Goforth	Const. Inspection In House			\$60,000.00	\$110,000.00	\$110,000.00	\$110,000.00				\$0.00		\$0.00	Fee For all Road Bond Projects.
8	1a	Goforth	Const. Man. Inspect. & Mat. Cons.			\$171,760.00	\$171,760.00						\$0.00			
9	1a	Goforth	Const. Inspect. Through Inspect. Firm			\$266,000.00	\$266,000.00						\$0.00			
10	1a	Goforth	Const. Mat. Test LAB			\$57,760.00	\$57,760.00						\$0.00	\$5,000.00	\$5,000.00	
11	1a	Goforth	Const. LAB Mat. Test & Inspect.			\$190,000.00	\$190,000.00						\$0.00			
13	1c	Goforth	Contingencies			\$13,000.00	\$13,000.00						\$26,000.00	\$0.00	-\$26,000.00	
14	1	Goforth	FY Sub - Totals		\$142,492.96	\$6,489,403.51	\$4,631,699.00	\$110,000.00	\$110,000.00	\$0.00	\$0.00	\$11,483,595.47	\$9,722,555.47	\$9,805,000.00	\$82,444.53	
15	2	Goforth Ext.	Engineering			\$174,370.25							\$174,370.25		-\$174,370.25	
16	2	Goforth Ext.	ROW Acq. Services			\$22,600.00							\$22,600.00		-\$22,600.00	
17	2	Goforth Ext.	ROW Property			\$0.00							\$0.00		\$0.00	
18	2	Goforth Ext.	Const. Bid Asst. April 15			\$2,260.00							\$2,260.00		-\$2,260.00	
19	2b	Goforth Ext.	Construction	4 Months			\$817,226.16						\$0.00	\$0.00	\$0.00	
20	2	Goforth Ext.	Const. LAN Oversight				\$5,700.00						\$5,700.00		-\$5,700.00	
21	2b	Goforth Ext.	Const. Inspection In House										\$0.00		\$0.00	Shown Under Goforth.
22	2b	Goforth Ext.	Const. Inspection Consultant				\$81,722.62						\$0.00			
9	2b	Goforth Ext.	Const. Inspection Inspection Firm				\$57,205.83						\$0.00			
24	2b	Goforth Ext.	Const. Mat. Test LAB				\$12,421.84						\$0.00	\$5,000.00	\$5,000.00	
26	2b	Goforth Ext.	Const. LAB Mat. Test & Inspection				\$40,861.31						\$0.00			
27	2	Goforth Ext.	Const. Inspection										\$0.00		\$0.00	
28	2	Goforth Ext.	Const. Material Test										\$0.00		\$0.00	
29	2c	Goforth Ext.	Contingencies										\$0.00		\$0.00	
30	2	Goforth Ext.	FY Sub - Totals		\$0.00	\$199,230.25	\$1,015,137.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1,214,368.00	\$204,930.25	\$5,000.00	-\$199,930.25	
31	3	Bunton	Engineering		\$151,474.28	\$362,365.06							\$513,839.34	\$485,000.00	-\$28,839.34	
32	3	Bunton	ROW Acq. Services			\$143,910.00							\$143,910.00	\$95,000.00	-\$48,910.00	
33	3	Bunton	ROW Property			\$550,000.00							\$550,000.00	\$415,000.00	-\$135,000.00	
3	3	Bunton	ROW Utility Reimbursement										\$0.00		\$0.00	Eligible Relocations Reimbursed.
34	3	Bunton	Const. Bid Asst. July 15			\$8,255.00							\$8,255.00		-\$8,255.00	
35	3	Bunton	Base Bid Const Sept	10 months			\$3,751,370.26						\$3,751,370.26	\$4,000,000.00	\$248,629.74	
36	3b	Bunton	Const. Utility Alt. 1				\$182,303.98					no	\$0.00			
37	3b	Bunton	Const. Utility Alt. 2				\$67,934.24						\$0.00			
38	3b	Bunton	Const. Utility Alt. 3				\$169,438.72						\$0.00			
39	3b	Bunton	Const. Utility Alt. 4				\$92,165.12						\$0.00			
40	3	Bunton	Const. LJA Oversight				\$15,370.00						\$15,370.00		-\$15,370.00	
41	3a	Bunton	Const. Inspection In House										\$0.00		\$0.00	Shown Under Goforth.
42	3a	Bunton	Const. Inspection Consultant				\$375,137.03						\$0.00			
9	3a	Bunton	Const. Inspection Inspection Co.				\$262,595.92						\$0.00			
44	3a	Bunton	Const. Mat. Test LAB				\$57,020.83						\$0.00	\$5,000.00	\$5,000.00	
45	3a	Bunton	Const. LAB Mat. Test & Inspection				\$187,568.51						\$0.00			
47	3c	Bunton	Contingencies			\$13,000.00	\$26,000.00						\$39,000.00		-\$39,000.00	
48	3	Bunton	FY Sub - Totals		\$151,474.28	\$1,077,530.06	\$5,186,904.61	\$0.00	\$0.00	\$0.00	\$0.00	\$6,415,908.95	\$5,021,744.60	\$5,000,000.00	-\$21,744.60	
49	4	Marketplace	Engineering			\$320,954.00							\$320,954.00	\$500,000.00	\$179,046.00	

Seq.	ID	Roadway	Work Category	Work Period	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	Option Selection Yes/No	Actual & Proj. 15-20 Cat. Totals	Original Category Budget	Difference (Original-Actual & Proposed)	COMMENTS
50	4a	Marketplace	Engineering Rd CLOMR			\$0.00							\$0.00	\$500,000.00	\$500,000.00	\$ TBD Dollar
50	4b	Marketplace	City Utility Services to Res. Engineering			\$0.00							\$0.00	\$500,000.00	\$500,000.00	\$ TBD Dollar
51	4	Marketplace	ROW Acq. Services			\$8,000.00							\$8,000.00		-\$8,000.00	
52	4	Marketplace	ROW Property			\$0.00							\$0.00	\$160,000.00	\$160,000.00	
3	4	Marketplace	Utility Reimbursement										\$0.00		\$0.00	Eligible Relocations Reimbursed.
53	4	Marketplace	Const. Bid Asst. July 15			\$10,310.00							\$10,310.00		-\$10,310.00	
54	4	Marketplace	Construction Oct	12 months			\$3,340,000.00						\$3,340,000.00	\$3,340,000.00	\$0.00	
	4b	Marketplace	Addn'l Utility Construction			\$0.00	\$150,000.00						\$150,000.00	\$500,000.00	\$350,000.00	\$ TBD Dollar
55	4	Marketplace	Const. K Friese Oversight				\$32,870.00						\$32,870.00		-\$32,870.00	
56	4a	Marketplace	Const. Inspection In House										\$0.00		\$0.00	Shown Under Goforth.
57	4a	Marketplace	Const. Inspection Consultant				\$334,000.00						\$0.00			
9	4a	Marketplace	Const. Inspection Inspection Co.				\$233,800.00						\$0.00			
59	4a	Marketplace	Const. Mat. Test LAB				\$50,768.00						\$0.00	\$5,000.00	\$5,000.00	
60	4a	Marketplace	Const. LAB Mat. Test & Inspection				\$167,000.00						\$0.00			
62	4c	Marketplace	Contingencies		\$10,000.00	\$288,000.00	\$26,000.00						\$324,000.00		-\$324,000.00	
63	4	Marketplace	FY Sub - Totals		\$10,000.00	\$627,264.00	\$4,334,438.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,971,702.00	\$4,186,134.00	\$5,505,000.00	\$1,318,866.00	
64	5	Burleson	Engineering		\$38,238.19	\$964,886.81							\$1,003,125.00	\$975,000.00	-\$28,125.00	
65	5a	Burleson	RR Permit			\$25,000.00						Yes	\$25,000.00			
66	5b	Burleson	Detention Pond			\$700,000.00							\$0.00			
67	5b	Burleson	City Utility Services to Residents			\$700,000.00							\$0.00			
68	5	Burleson	ROW Acq. Services			\$60,361.00	\$60,361.00						\$120,722.00		-\$120,722.00	
69	5	Burleson	ROW Property			\$280,000.00	\$371,273.50						\$651,273.50	\$225,000.00	-\$426,273.50	
3	5	Burleson	ROW Utility Reimbursement										\$0.00		\$0.00	Eligible Relocations Reimbursed.
70	5	Burleson	Const. Bid Asst. Nov 16				\$22,979.00						\$22,979.00		-\$22,979.00	
71	5	Burleson	Construction	18 months			\$600,000.00	\$7,171,164.00	\$500,000.00				\$8,271,164.00	\$7,300,000.00	-\$971,164.00	Utility Replacements Not Inc. \$1.0 M
72	5	Burleson	Const. Nichols Oversight				\$3,454.72	\$90,088.48	\$6,281.30				\$99,824.50		-\$99,824.50	
73	5a	Burleson	Const. Inspection In House										\$0.00		\$0.00	Shown Under Goforth.
74	5a	Burleson	Const. Inspection Consultant				\$60,000.00	\$717,116.40	\$50,000.00				\$0.00			
9	5a	Burleson	Const. Inspection Inspection Co.				\$42,000.00	\$501,981.48	\$35,000.00				\$0.00			
76	5a	Burleson	Const. Mat. Test LAB				\$109,001.69	\$7,600.00					\$0.00	\$5,000.00	\$5,000.00	
77	5a	Burleson	Const. LAB Mat. Test & Inspection				\$358,558.20	\$25,000.00					\$0.00			
79	5c	Burleson	Contingencies		\$13,000.00	\$13,000.00	\$35,000.00	\$65,000.00					\$126,000.00		-\$126,000.00	
80	5	Burleson	FY Sub - Totals		\$38,238.19	\$2,743,247.81	\$1,173,068.22	\$8,982,910.26	\$688,881.30	\$0.00	\$0.00	\$13,626,345.77	\$10,320,088.00	\$8,505,000.00	-\$1,815,088.00	
81	6	Lehman	Engineering		\$64,451.66	\$627,801.84	\$75,000.00						\$767,253.50	\$704,000.00	-\$63,253.50	
82	6	Lehman	ROW Acq. Services			\$51,133.33	\$25,566.67						\$76,700.00		-\$76,700.00	
83	6	Lehman	ROW Property			\$117,071.13							\$117,071.13	\$446,000.00	\$328,928.87	
3	6	Lehman	ROW Utility Reimbursement										\$0.00		\$0.00	Eligible Relocations Reimbursed.
84	6	Lehman	Const. Bid Asst. Dec. 15				\$25,065.00						\$25,065.00		-\$25,065.00	
85	6	Lehman	Construction Mar 16	12 Month			\$3,547,762.33	\$2,534,115.95					\$6,081,878.28	\$5,950,000.00	-\$131,878.28	
86	6	Lehman	Const. HDR Oversight				\$11,770.00	\$11,770.00					\$23,540.00		-\$23,540.00	
87	6a	Lehman	Const. Inspection In House										\$0.00		\$0.00	Shown Under Goforth.
88	6a	Lehman	Const. Inspection Consultant				\$354,776.23	\$253,411.60					\$0.00			
9	6a	Lehman	Const. Inspection Inspection Co.				\$248,343.36	\$177,388.12					\$0.00			
90	6a	Lehman	Const. Mat. Test LAB				\$53,925.99	\$38,518.56					\$0.00	\$5,000.00	\$5,000.00	
91	6a	Lehman	Const. LAB Mat. Test & Inspection				\$177,388.12	\$126,705.80					\$0.00			
93	6c	Lehman	Contingencies		\$13,000.00	\$13,000.00	\$30,000.00						\$56,000.00	\$900,000.00	\$844,000.00	
94	6	Lehman	FY Sub - Totals		\$64,451.66	\$809,006.30	\$4,532,597.70	\$3,171,910.02	\$0.00	\$0.00	\$0.00	\$8,577,965.68	\$7,147,507.91	\$8,005,000.00	\$857,492.09	
95	7	Road Bond Project	FY Totals		\$406,657.09	\$11,945,681.93	\$20,873,845.27	\$12,264,820.28	\$798,881.30	\$0.00	\$0.00		\$46,289,885.87	\$36,820,000.00	\$222,039.77	
96	8	Bond Issuance												\$700,000.00		
	9	Construction Change Orders												\$500,000.00		
97														\$38,020,000.00		



CITY OF KYLE, TEXAS

Authorize Retaining Davidson, Troilo, Ream & Garza for Legal Services

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: Discussion and possible action approving continued retention of DAVIDSON, TROILO, REAM, & GARZA, P.C., to perform legal services as the City Attorney on an as needed basis. ~ *J. Scott Sellers, City Manager*

Other Information: A copy of the current agreement with the law firm of Davidson, Troilo, Ream, & Garza, P.C., is attached.

Legal Notes:

Budget Information:

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Attachments / click to download

[Agreement - Davidson Troilo Ream & Garza, P.C.](#)

STATE OF TEXAS §
COUNTY OF BEXAR §

AGREEMENT FOR LEGAL SERVICES

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

1. The City engages the Law Firm on an as needed basis for general representation, special projects, litigation, and as may be needed, municipal court prosecution. The City Attorney, in consultation with the City Manager, shall direct any work required to be completed.
2. This Agreement shall be effective on October 1, 2013 after being duly approved by the City Council. Agreement may be terminated with ten (10) days notice by either party.
3. Cody Faulk will be the lead attorney in the Representation of the City and coordinate all work with Frank Garza, the City Attorney. The City may call, write or e-mail Cody Faulk or Frank Garza whenever the City has any questions about the Representation. Other attorneys from the Law Firm, as listed in Section 5, are authorized to participate in the Representation of the City.
4. Legal fees in the Representation of the City will be **six thousand dollars (\$6,000) per month** and in return City will receive the following:
 - a. Cody Faulk will be present one day a week (Tuesdays) for the entire business day at Kyle City Hall. This includes covering Municipal Court dates and City Council meetings. During this time, Faulk will only bill the City for actual time working on City business.
 - b. Including the time in section 4(a), City will receive up to 40 hours of legal services for the flat fee and legal services include any attorney identified in Section 5. Monthly fee includes all legal services except for specialized Water legal work performed by Patrick Lindner.
 - c. If Faulk is unavailable to cover Municipal Court or a City Council meeting, the substitute attorney will be included in the monthly fee.
5. Hourly rates for services above the 40 hour monthly fee identified in Section 4, and in connection with the Representation, as previously agreed upon between City and Law Firm, are noted for each authorized individual at the following hourly rates:

General Representation and Special Projects:

Frank J. Garza	\$200.00/Hour
Richard O'Neil	\$200.00/Hour
Steve M. Pena	\$180.00/Hour
W. Cody Faulk	\$160.00/Hour

Litigation:

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

Municipal Court Prosecution (If needed):

Lisa Gonzalez	\$150.00/Hour
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Support:

Paralegal/Law Clerk	\$ 65.00/Hour
Copies	.10/per copy
Clerical staff	No Cost
Delivery Expenses	At Cost
Travel Time	½ Hourly Rate
Mileage to Meetings	IRS Cost
Electronic Research	\$15/Hour

6. **Non-Compensable Fees:** Fees for the following tasks or activities will not be compensated unless specifically authorized in writing by the City Attorney or City Manager:

- a. Services that are clerical in nature, such as word processing, regardless of who performs such services or at what rate they are performed (normal, temporary or overtime);
- b. Repetitive file review;
- c. Duplicative tasks;
- d. File or document organization;
- e. Preparing and processing invoices;
- f. Responding to audit inquiries;
- g. Conferences involving attorneys, paralegals and other personnel from the firm, which involve routine administrative coordinating or assignment related matters;
- h. Time spent upon reassignment of a matter to another attorney, in familiarizing that attorney with the file;
- i. Charges for opening and/or updating files;
- j. Work performed by or attendance of multiple attorneys, including but not limited to, attendance of multiple attorneys at Council meeting or conference unless requested by the City;
- k. Research of relatively routine matters, which should be within the knowledge of experienced attorneys or research in excess of ten (10) hours; and
- l. Time spent training lawyers on applicable substantive law.

7. The Law Firm agrees that for any extensive legal project assigned that is estimated to cost more than five thousand dollars (\$5,000), Law Firm will provide the City Attorney an estimated budget and time line to complete said work. No work shall commence on said project until Law Firm receives written approval to proceed from the City Attorney or City Manager.

8. City agrees to pay all disbursements reasonably necessary for the proper performance of the legal service performed by the Law Firm and as requested by the City, including without limitation: investigations, expert and other witness fees, court costs, court

reporter transcripts and services, courier or messenger services, recording and certifying documents, computer research, long distance telephone charges, fax charges, postage expenses, and copying costs. The City shall not pay for the attendance of more than one attorney of the firm at any meeting or negotiation session, unless approved in advance by the City Manager. Phone calls to the Law Firm from designated City officials will be billed at a tenth of an hour for every six (6) minutes

9. The City may, if unsatisfied with the services for any reason, discharge the Law Firm at any time with ten (10) days written notice; however, it is understood and agreed that the City will pay Law Firm at time of discharge all fees and expenses then due, calculated at hourly rates set forth. Discharge or withdrawal requires written notice mailed or delivered to the contact address contained herein.
10. All invoices for professional services shall be submitted on Law Firm's letterhead and should describe in reasonable detail, the services performed, the time spent, the applicable billing rate and the attorney or legal assistant performing said services. The City will make payment to the firm within thirty (30) days of its receipt of each invoice. If additional time is needed to make payment, City shall contact principal attorney and notify him of expected date of payment.
11. It is agreed and understood that all files, reports, including documents, legal memoranda and correspondence produced under this Agreement are the property of the City, and upon termination, shall be forwarded to the City, at no expense to the City, as directed by the Mayor or City Manager. A copy of the information may be retained by Law Firm at Law Firm's own expense.
12. All notices or other communications between the parties shall be sent to the following contacts:

City:

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

Law Firm:

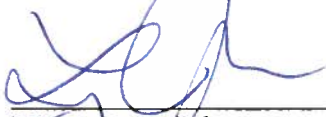
Frank J. Garza, City Attorney
Law Offices of Davidson Troilo Ream & Garza
A Professional Corporation
7500 West IH-10, Suite 800
San Antonio, Texas 78229
Tel: (210) 349-6484

13. It is agreed and understood that Law Firm neither makes nor shall make any guarantee as to the outcome of any litigation or proceeding in court or otherwise. The parties acknowledge reading and reviewing this Agreement and receipt of a signed copy. The parties understand, agree, and accept all of the terms.
14. It is further agreed that the Law Firm shall continue to practice in full accordance with the Texas Rules of Disciplinary Conduct. The Law Firm advises the City that in the event of a conflict of interest in representation of the City and another party, the Law Firm has always interpreted the Rules to require the Law Firm to refrain from representing either party, and has universally followed that interpretation. The City provides legal representation not only for itself, but in some cases, also to its officers,

ected or appointed officials, board or commission members, and employees when such persons are acting within the scope of their duties or employment. **Law firm may not represent any person or other entity in any matter or engagement where the City has an interest and the interests of such person or entity actually or potentially conflict with the City's interest.** Immediately upon receipt of an assignment, Law Firm will perform a conflicts check and inform the City Attorney, in writing, of any actual or potential conflict of interest or provide a statement that no conflicts exist. In the event an identified conflict cannot be resolved to the City's Attorney's satisfaction, the City may decline to use the Law Firm. **In the event Law Firm determines there is such a conflict of interest or potential conflict of interest after the Representation commences, he/she must notify the City Attorney, in writing, immediately.**

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

DATED this 9th day of September, 2013.



Mayor Lucy Johnson
City of Kyle, Texas



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

ATTEST:



Amelia Sanchez, City Secretary



CITY OF KYLE, TEXAS

Texas Gas Service Group Rate Suspension

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: An ordinance suspending the implementation of the interim rate adjustment by TEXAS GAS SERVICE COMPANY under Section 1.04.301 of the Texas Utilities Code within the City of Kyle, Texas, pending hearing and discussion by the City Council. ~ *Jerry Hendrix, Chief of Staff*

Other Information: This ordinance allows for the suspension of the requested interim Rate Adjustment made by Texas Gas Service under the Gas Reliability infrastructure program (GRIP). The GRIP allows gas companies to recover cost for infrastructure improvements through annual rate increases between full rate cases. The suspension period is for 45 days pending hearing and discussion by the City Council.

Legal Notes:

Budget Information: There is no budget impact for the City of Kyle with this action.

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[Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING THE IMPLEMENTATION OF THE INTERIM RATE ADJUSTMENT BY TEXAS GAS SERVICE COMPANY UNDER SECTION 104.301 OF THE TEXAS UTILITIES CODE WITHIN THE CITY OF KYLE, TEXAS, PENDING HEARING AND DECISION BY THE CITY COUNCIL.

WHEREAS, on February 11, 2015, Texas Gas Service Company (“TGS” or the “Company”) filed with the City of Kyle (the “City”) an interim rate adjustment and associated Rate Schedule IRA that would allow the Company to recover the incremental costs of new investment it has made within its Central Texas Service Area (“CTXSA”). TGS filed parallel requests that same day with all nine municipalities (Austin, Bee Cave, Cedar Park, Dripping Springs, Kyle, Lakeway, Rollingwood, Sunset Valley, and West Lake Hills) in the CTXSA. If applied on a total system basis for the entire area, the proposed rate and tariff changes would allow the Company to recover its capital invested in the CTXSA from January 1, 2014, through December 31, 2014, in the amount of \$3,404,643; and

WHEREAS, TGS proposed an effective date for said interim rate adjustment and Rate Schedule IRA to become effective on April 12, 2015; and

WHEREAS, in support of said interim rate adjustment and Rate Schedule IRA TGS has submitted the requisite supporting documentation, including Schedules, Earnings Report, and Investment Reports; and

WHEREAS, pursuant to Texas Utilities Code § 104.301(a), the City is authorized to suspend the implementation of the interim rate adjustment and Rate Schedule IRA for a period not to exceed 45 days beyond the effective date proposed by the Company; and

WHEREAS, the City Council hereby finds that it requires additional time to review and consider the IRA tariff and supporting documentation filed by the Company; **NOW, THEREFORE,**

BE IT ORDAINED BY THE KYLE CITY COUNCIL THAT:

The implementation of the interim rate adjustment and associated Rate Schedule IRA filed by TGS, and the Company’s proposed effective date of April 12, 2015, shall be and hereby are **SUSPENDED** within the City of Kyle pursuant to Section 104.301(a) the Texas Utilities Code for 45 days beyond said date (that is, through May 27, 2015), or until adoption by the City Council of a final ordinance addressing the implementation of the Company’s interim rate adjustment and IRA tariff, whichever shall first occur.

This ordinance takes effect on approval of 2nd reading.

ADOPTED AND APPROVED this _____ day of _____ 2015.

CITY OF _____, TEXAS

_____, Mayor

ATTEST:

_____, City Secretary



CITY OF KYLE, TEXAS

General Discussion

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: Discussion only regarding council requests for future agenda items.

Other Information:

Legal Notes:

Budget Information:

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CITY OF KYLE, TEXAS

Meeting Date: 3/17/2015
Date time: 7:00 PM

Discuss and possible action re:
concept plans, site plans

Subject/Recommendation:

Discuss and take possible action regarding site development plans under Chapter 32 and concept plan packages under Chapter 41, Code of Ordinances. ~ *Shane Arabie, Tammy Swaton, Council Members*

Other Information:

- The current ordinance does not provide City Council the opportunity to be provided information and to offer comments on developer concept plans.
- The draft of a proposed amendment to the current ordinance to provide such an opportunity is ATTACHED for council consideration.
- The current ordinance is also attached.

Ken Johnson, City Attorney

Legal Notes:

Budget Information:

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- [Chpt 32 Site Development](#)
 - [Sec. 32-46 Procedure \(Site Plan\)](#)
 - [Chpt 41 secs - concept plans](#)
-

Chapter 32 - SITE DEVELOPMENT

DIVISION 1. - GENERALLY

Sec. 32-19. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this article. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association. The words "used or occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

City means the City of Kyle, Texas.

Development plan means a scaled drawing representing an area of land to be improved/developed and indicating the legal boundary of said property and the nature and extent of all existing and proposed improvements to said project.

Lot means any lot, tract or parcel of land situated wholly or partially within the corporate limits of the City of Kyle, Texas, and, if served or to be served by the city water or wastewater system, within the extraterritorial jurisdiction of the city.

Site means any lot situated wholly or partially within the corporate limits of the City of Kyle, Texas, and, if served or to be served by the city water or wastewater system, within the extraterritorial jurisdiction of the city.

(Ord. No. 374, § 1, 8-7-2001; Ord. No. 676, § 1, 11-1-2011)

DIVISION 2. - PLAN

Sec. 32-42. - Required.

A site development plan as provided for in, and meeting the requirements of, this article prior to the development or construction of any improvements on any lot that is zoned other than single-family residential or two-family residential, or that is intended for any use for any purpose or occupancy other than for single-family or two-family residential occupancy.

(Ord. No. 374, § 2, 8-7-2001; Ord. No. 676, § 2, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-43. - Purpose and applicability.

The site development plan provides detailed graphic information and associated text indicating property boundaries, easements, land use, streets, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces, and general conformance with the master plan and ordinances of the city. A site development plan shall further be required for any development or improvement of land not otherwise requiring the subdivision of land within the city, as defined in the ordinances of the city.

(Ord. No. 374, § 3, 8-7-2001; Ord. No. 676, § 3, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-44. - Format.

The site development plan shall be drawn on sheets 24 inches by 36 inches at an engineering scale sufficient to thoroughly meet the informational requirements herein.

(Ord. No. 374, § 4(a), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-45. - Content.

The site development plan shall include all of the land proposed to be developed or improved, and any off-site improvements required to accommodate the project. The site development plan shall contain, or have attached thereto:

- (1) *Cover sheet.* A cover sheet, showing the following:
 - a. Names, addresses and phone numbers of the record owner or developer, and authorized agents including the architect, engineer, landscape architect, and surveyor (those applicable).
 - b. The proposed name of the project.
 - c. A location map showing the relation of the project to streets and other prominent features in all directions for a radius of at least one mile using a scale of one inch equals 2,000 feet. The latest edition of the USGS 7.5-minute quadrangle map is recommended.
 - d. The owner's name, deed or plat reference and the property lines of any property within 200 feet of the subdivision boundaries as determined by the most recent tax rolls.
 - e. Certifications and signature blocks as required by the city.
 - f. The total acreage of the property to be developed.
 - g. Current zoning district as defined by chapter 53, pertaining to zoning.
- (2) *Existing conditions plan.* An existing conditions plan, showing the following:
 - a. Boundary of existing zoning districts, if applicable.
 - b. The existing property lines, including bearings and distances, of the land being developed or improved. Property lines shall be drawn sufficiently wide to provide easy identification.
 - c. The location of existing structures and improvements, if applicable.
 - d. Significant trees of 12-inch caliper and larger, within the limits of the proposed on-site and/or off-site improvements.
 - e. Centerline of watercourses, creeks, existing drainage structures and other pertinent data shall be shown.
 - f. Lines delineating the regulatory 100-year floodplain, if applicable.
 - g. Topographic data indicating one-foot contour intervals. The contoured area shall extend outward from the property boundary for a distance equal to 25 percent of the distance across the tract, but not fewer than 50 feet nor more than 200 feet.
 - h. The locations, sizes and descriptions of all existing utilities, including but not limited to sewer lines, lift stations, sewer and storm sewer manholes, water lines, water storage tanks, and wells within the property, and/or adjacent thereto. Existing overhead and underground electric utilities shall also be shown.
 - i. The location, dimensions, names and descriptions of all existing or recorded streets, alleys, reservations, railroads, easements, building setbacks or other public rights-of-way within the property, intersecting or contiguous with its boundaries or forming such boundaries, as determined from existing deed and plat records. The existing right-of-way width of any boundary street to the property shall also be shown.
 - j. Location of city limit lines and/or outer border of the city's extraterritorial jurisdiction, as depicted on the city's most recent base map, if either traverses the subdivision or is contiguous to the subdivision boundary.

- (3) *Erosion and sedimentation control plan.* An erosion and sedimentation control plan, showing the following:
- a. Proposed fill or other structure elevating techniques, levees, channel modifications and detention facilities.
 - b. Existing and proposed topographic conditions with vertical intervals not greater than one foot referenced to a United States Geological Survey or Coastal and Geodetic Survey benchmark or monument.
 - c. The location, size, and character of all temporary and permanent erosion and sediment controls with specifications detailing all on-site erosion control measures which will be established and maintained during all periods of development and construction. Specifications should include a provision for the use of mulch tubes in place of wire silt fencing in areas deemed by city engineer to be high runoff or environmentally sensitive. This provision will not require the exclusive use of mulch tubes as an erosion control measure within the site area.
 - d. Contractor staging areas, vehicle access areas, temporary and permanent spoils storage areas.
 - e. A plan for restoration for the mitigation of erosion in all areas disturbed during construction.
 - f. All temporary and permanent erosion and sedimentation controls within the city shall be designed in accordance with the Austin Drainage Criteria Manual, as amended.
- (4) *Site plan.* A site plan, showing all visible improvements to the land, including the following:
- a. The location, dimensions, square footage, height, and intended use of existing and proposed buildings on the site.
 - b. The location, number and dimensions of existing and proposed parking spaces, distinguishing between standard, handicap and van handicap spaces, and calculation of applicable minimum requirements.
 - c. The location, type and dimensions of proposed driveways, signs and traffic control devices.
- (5) *Grading and drainage plan.* A grading and drainage plan, showing the following:
- a. A drainage area map delineating areas to be served by proposed drainage improvements.
 - b. Detailed design of all drainage facilities, including typical channel or paving section, storm sewers, detention ponds and other stormwater control facilities.
 - c. Accurate cross sections, plan and profiles of every drainage improvement proposed in a public utility easement and/or public right-of-way.
 - d. Existing and proposed topographic conditions with vertical intervals not greater than one foot referenced to a United States Geological Survey or Coastal and Geodetic Survey benchmark or monument.
 - e. Attendant documents containing design computations in accordance with chapter 41, pertaining to subdivision regulations, and this article, and any additional information required to evaluate the proposed drainage improvements.
 - f. The City of Austin Drainage Criteria Manual, as amended, (hereinafter the "manual") is hereby adopted, save and except the following:
 1. Preface;
 2. Paragraphs 1.2.4.E.2 and 1.2.4.E.11;
 3. Paragraphs 1.2.7;
 4. Paragraphs 1.4.0;

5. Paragraphs 1.5.0.3, 1.5.0.4, 1.5.0.5 and 1.5.0.6;
 6. Paragraphs 8.2;
 7. Appendix D; and
 8. All references to the City of Austin, including its departments, boards or divisions shall be the same departments, boards or divisions within the City of Kyle. Where such departments, boards or divisions do not exist within the city, such references shall be construed to mean the city engineer or other representative authorized by the city council to perform such functions for the city.
- g. All drainage systems and improvements shall conform with the provisions and requirements of the manual and good engineering practices.
 - h. The site grading plan shall show and include the existing ground elevations and finish construction grades, including existing ground elevations for a minimum of 100 feet onto adjoining property, width of existing street right-of-way and existing pavement width.
- (6) *Utility plan.* A utility plan, showing the following:
- a. The layout, size and specific location of proposed water mains and other related structures and in accordance with all current city standards, specifications, and criteria for construction of water mains.
 - b. The location of proposed fire hydrants, valves, meters and other pipe fittings.
 - c. Design details showing the connection with the existing city water system.
 - d. The layout, size and specific location of the proposed wastewater lines, lift stations, and other related structures, and in accordance with all current city standards, specifications, and criteria for construction of wastewater systems.
 - e. Plan and profile drawings for each line in public right-of-way or public utility easements, showing existing ground level elevation at centerline of pipe, pipe size and flow line elevation at all bends, drops, turns, station numbers at 50-foot intervals.
 - f. Detailed design for lift stations, special wastewater appurtenances, if applicable.
 - g. Utility demand data, and other attendant documents, to evaluate the adequacy of proposed utility improvements, and the demand on existing city utilities.
- (7) *Landscape plan.* A landscape plan, showing compliance with all ordinances requiring landscaping and including the following maintenance note: The developer and subsequent owners of the landscaped property, or the manager or agent of the owner, shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of chapter 41, pertaining to subdivision regulations.
- (8) Construction details. Construction details, showing (when applicable) the following:
- a. Structural retaining walls and/or detention outlet structures.
 - b. Storm sewer manhole and covers, typical channel sections, inlets, safety end treatments and headwalls.
 - c. Wastewater manholes and covers, cleanouts, grease traps, pipe bedding and backfill.
 - d. Water valves, water meters, fire hydrants, thrust blocks, backflow prevention and concrete encasement.

- e. Driveways, curbs and gutters, sidewalks, curb ramps, pavement sections and pavement repair.
- f. Silt fence, rock berm, stabilized construction entrance, inlet protection.
- g. Traffic controls when working in public right-of-way.

(Ord. No. 374, § 4(b), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-46. - Procedure.

A site development plan, for the development or improvement of land not otherwise subject to the subdivision of land, shall be submitted to the planning department for approval by the planning director, city engineer, and director of public works.

- (1) A site development plan may be submitted to the city at any time prior to the issuance of a building permit, subject to the provisions of this article, and along with the following:
 - a. Completed application forms and the payment of all applicable fees.
 - b. A letter requesting any variances from the provisions of this article.
 - c. Any attendant documents needed to supplement the information provided on the site development plan.
- (2) The city staff shall review all site development plan submittals for completeness at the time of application. If, in the judgment of city staff, the site development plan submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review.
- (3) City staff shall review the plan for consistency with city codes, policies and plans.
- (4) It shall be the right of the applicant seeking site development plan approval, to appeal a decision of the city staff, for any reason whatsoever, to the planning and zoning commission and have a final decision rendered by the planning and zoning commission.
- (5) A site development plan may be rejected at any time subsequent to submittal and prior to final written approval for failure to meet the minimum informational requirements of this article.

(Ord. No. 374, § 4(c), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-47. - Notification.

Notification shall be as follows for site development applications requesting variances or appeals of city staff decision:

- (1) All owners of property (as determined by the most recent tax rolls from the county appraisal district), any part of which is located within 200 feet of the perimeter of the land to be developed, shall be notified by mail.

The city shall:

- (2) Post signs along contiguous rights-of-way at each corner of the development and at intervals that do not exceed 300 feet between said corners;
- (3) Publish a public notice at least once in a newspaper of general circulation in the city not fewer than 15 days nor more than 30 days prior to said public hearing; and
- (4) Mail public notification forms, postmarked no fewer than 15 days prior to the appropriate planning and zoning commission hearing, shall be mailed to the owners of all property, any part of which is located within 200 feet of the perimeter of the property included within the site development plan.

(Ord. No. 374, § 4(d), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-48. - Reserved.

Editor's note—

[Ord. No. 738](#), § 2(Exh. A) adopted Aug. 20, 2013, repealed § 32-48, which pertained to approval and derived from Ord. No. 374, § 4(e), adopted Aug. 7, 2001; Ord. No. 676, § 4, adopted Nov. 1, 2011.

Sec. 32-49. - Expiration.

Unless a longer time shall be specifically established as a condition of approval, a site development plan approval shall lapse and become void 12 months following the date on which such approval became effective, unless, prior to the expiration, a building permit is issued and construction is commenced and diligently pursued toward completion.

(Ord. No. 374, § 4(f), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-50. - Revision.

If a revision to the approved site development plan becomes necessary, whether requested by the city, planning and zoning commission or developer, then the site development plan shall be resubmitted and approved by city staff for compliance with this article.

(Ord. No. 374, § 4(g), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-51. - Extension.

Site development plan approval subject to lapse may be extended if the developer submits a written request for extension and continuance of the plan as approved by the city prior to expiration. Approval of any such extension request shall be automatic one time only for a period of 12 months.

(Ord. No. 374, § 4(h), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Sec. 32-46. - Procedure.

A site development plan, for the development or improvement of land not otherwise subject to the subdivision of land, shall be submitted to the planning department for approval by the planning director, city engineer, and director of public works.

- (1) A site development plan may be submitted to the city at any time prior to the issuance of a building permit, subject to the provisions of this article, and along with the following:
 - a. Completed application forms and the payment of all applicable fees.
 - b. A letter requesting any variances from the provisions of this article.
 - c. Any attendant documents needed to supplement the information provided on the site development plan.
- (2) The city staff shall review all site development plan submittals for completeness at the time of application. If, in the judgment of city staff, the site development plan submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review.
- (3) City staff shall review the plan for consistency with city codes, policies and plans.
- (4) It shall be the right of the applicant seeking site development plan approval, to appeal a decision of the city staff, for any reason whatsoever, to the planning and zoning commission and have a final decision rendered by the planning and zoning commission.
- (5) A site development plan may be rejected at any time subsequent to submittal and prior to final written approval for failure to meet the minimum informational requirements of this article.

(Ord. No. 374, § 4(c), 8-7-2001; Ord. No. 676, § 4, 11-1-2011; [Ord. No. 738](#), § 2(Exh. A), 8-20-2013)

Concept Plan – ordin secs.

- **Sec. 41-48. - Concept plan package (CPP).**

- (a) A developer may elect not to submit a concept plan for a minor subdivision (as defined by this article) or for any division of land where the proposed development of the tract is not to occur in phases.
- (b) Concept plan packages are helpful for identifying and resolving potential problems and deficiencies that might otherwise cause the planning and zoning commission to recommend disapproval of a preliminary plan or recommend approval with conditions. The intent of the concept plan is to provide an opportunity for the planning and zoning commission to be provided information and to offer comments relating to the concept plan.
- (c) If the proposed subdivision constitutes a phase or section of a large tract, which is intended to be subsequently subdivided as additional phases or sections of the same subdivision or development, the concept plan shall include the entire area, showing the tentative proposed layout of all phases of development, streets, blocks, drainage, water sewage, parks, schools and other improvements for such areas.

(Ord. No. 296, art. II, § 5, 10-1-1996; Ord. No. 439, art. II, § 4, 11-24-2003; [Ord. No. 739](#), § 2(Exh. A), 8-20-2013)

- **Sec. 41-108. - Concept plan package (CPP).**

The concept plan package shall contain the following:

- (1) *Maps and narrative.* Maps and associated narrative information that will adequately explain all substantial aspects of the proposed development as it exists at the preliminary design and concept stage.
- (2) *Phased development.* If the development of a single tract or parcel of land is to occur in phases, the concept plan package should cover all phases of development, indicating how development is proposed or anticipated to occur.
- (3) *Facility location.* A proposed concept plan shall indicate a coordinated development strategy. As applicable, the concept plan package shall indicate preliminary location and arrangements for:
 - a. Streets. General widths and rights-of-way; access and frontage proposals; bridges and culverts.
 - b. Water. Major lines.
 - c. Sewer. Overall service system with preliminary location of force mains and lift stations, if applicable.
 - d. Major utility easements locations.
 - 1. Power;
 - 2. Gas;

3. Sewer trunk; and
 4. Water.
- e. Major drainage system elements.
 1. On-site elements; and
 2. Off-site elements.
 - f. Flood hazard areas.
 - g. Land use and zoning proposals.
 - h. General lot layout and street frontage arrangements.
 - i. Sites for schools, parks and other public facilities.
 - j. Information related to traffic management and engineering.
- (4) *Public plans.* The developer's plan should take into account current public plans for the elements covered in subsection (3) of this section. The planning and zoning commission and council review will include city policy, good engineering practices, and public plans, including:
- a. Comprehensive plan;
 - b. Area and neighborhood plan;
 - c. Water master plan;
 - d. Wastewater master plan.

(Ord. No. 296, art. IV, § 1, 10-1-1996; Ord. No. 439, art. IV, § 1, 11-24-2003)



CITY OF KYLE, TEXAS

City Managers Report

Meeting Date: 3/17/2015
Date time: 7:00 PM

Subject/Recommendation: Update on various capital improvement projects, road projects, building program, and/or general operational activities. ~ *J. Scott Sellers, City Manager*

- Discussion of Boards and Committees
- Ethics Ordinance
- City Council Retreat
- Charter Review Commission

Other Information:

Legal Notes:

Budget Information:

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