

CITY OF KYLE

Notice of Special City Council Meeting



Kyle City Hall, 100 W. Center Street, Kyle, TX 78640
The public can watch remotely at: Spectrum 10;
<https://www.cityofkyle.com/kyletv/kyle-10-live>. One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 5:00 PM on March 22, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 17th day of March, 2022, prior to 7:00 p.m.

I. Call Meeting to Order

II. Citizen Comment Period with City Council

The City Council welcomes comments from Citizens early in the agenda of special 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.

III. Executive Session

1. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - o Cause No. 18-1282; Jesse Espinoza v. the City of Kyle, Texas, in the 22nd Judicial District, Hays County, Texas
 - o Hays County Cost Participation Agreement
 - o PUD with Tri Pointe Development
 - o Frontage Road Engineering with LJA
 - o 602 Creekside Trail

- Advanced Funding Agreement with TxDOT for Roadway Construction
 - TML Claim
 - 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Property acquisition on Center Street
 - 3. Personnel matters pursuant to Section 551.074.
 - City Manager Contract
 - 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Deep Golden
 - Project Titanium
2. Take action on items discussed in Executive Session.

IV. Consider and Possible Action

3. Consider and possible action to approve an Engagement of Legal Services with Lynn Law, PLLC. ~ *Paige Saenz, City Attorney*

V. Adjourn

*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

Executive Session

Meeting Date: 3/22/2022

Date time: 5:00 PM

Subject/Recommendation: Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

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 - Project Deep Golden
 - Project Titanium

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 3/22/2022
Date time:5:00 PM

Subject/Recommendation: Take action on items discussed in Executive Session.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Lynn Law, PLLC

Meeting Date: 3/22/2022

Date time: 5:00 PM

Subject/Recommendation: Consider and possible action to approve an Engagement of Legal Services with Lynn Law, PLLC. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Lynn Law Engagement Letter to City of Kyle 2022



Lynn Law pllc

Bettye Lynn, Attorney at Law
Board Certified by
Texas Board of Legal Specialization
Labor and Employment Law
www.lynnlawtx.com

March 10, 2022

Scott Sellers
City Manager
City of Kyle
100 W. Center St.
Kyle, Texas 78640
Via Email: sduran@cityofkyle.com

RE: Engagement for Legal Services for the City of Kyle
Espinoza v. City of Kyle 2022 District Court Lawsuit
Espinoza v. City of Kyle SOAH Hearing

Dear Mr. Sellers,

Lynn Law, PLLC (the “Firm”) is pleased and honored to assist the City of Kyle (the “City”) in representing the City in the above references matters. This letter sets out the terms of our engagement and, unless we agree otherwise in writing, it will apply to services provided to you by the Firm.

I. SCOPE OF PROPOSED ENGAGEMENT

We understand that our Firm is being retained to represent the City in *the Espinoza v. City of Kyle* District Court Lawsuit and the *Espinoza v. City of Kyle* SOAH matter.

We understand that the scope of our engagement is to advise and represent the City in these matters. Our services may include research and analysis of (1) legal and factual issues; (2) applicable law; (3) drafting and preparation of documents; and (4) written and oral communications with other parties and with you. You will (1) provide us with factual information and documents to perform these services; (2) make decisions to facilitate the rendering of our services; (3) be available to assist us in our representation; and (4) remit payment of our invoices as set out below.

We will perform our professional services on your behalf to the best of our ability, but we cannot, and do not, make any guarantees regarding the outcome of any matters for which you engage us. Our expressions as to a matter’s outcome is our best professional estimate only. We are compensated for the time and efforts we devote on your behalf and not for any particular result. We have no obligation to advise you of subsequent developments in the law unless you specifically engage us to do so.

II. FEES

The Firm has established an hourly rate for me and other staff in the Firm. These hourly rates are based on a variety of factors, including the experience and expertise of each individual. Rate

adjustments, if made in a given year, will be reflected on the City's invoice. At present, the hourly rates are as follows:

- Bettye Lynn \$275.00
- Paralegal \$ 75.00

Travel time is considered work time and is billed accordingly.

We reserve the right to review and adjust our billing rates on a periodic basis and will notify you in advance of any changes.

III. OTHER CHARGES

The City is responsible for all expenses we may incur on its behalf. These expenses may include copying charges, postage, and courier service, if any of these are required. To the extent the Firm advances these expenses on your behalf, the City agrees to reimburse the Firm.

IV. TECHNOLOGY

During the course of this engagement, both the City and Firm will use electronic devices and internet services, including but not necessarily limited to e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, we believe and understand that the City agrees that the benefits of using this technology outweigh the risk of accidental disclosure. To enhance the security of your communications, you may wish to assure that any computer or device you use in communication with us is password protected and not accessible for use by any third party.

V. BILLING CYCLE

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt. Our billing cycle ends on the last day of each month. You will not be sent a bill if no work was performed, and no expenses were incurred during the billing cycle. Our bills provide a description of work performed, including the name of the person performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on your behalf. If you ever have a question about a bill, or if you would like them in a different format, please let me know your concerns and I will make every effort to resolve them to your satisfaction.

VI. ATTORNEY – CLIENT RELATIONSHIP

This contract may be terminated at any time by the Firm or the City, with or without cause without penalty or liability. Upon receipt of written notice, the Firm shall immediately discontinue all services. As soon as practicable after receipt of notice of termination, the Firm shall submit a statement, showing in detail the services performed, but not paid for, to the date of termination.

The City shall then pay the Firm promptly for the accrued and unpaid services to the date of termination.

VII. CLIENT FILES

The Firm will create and maintain a file of information and documents relating to matters for which our services have been retained. At the conclusion of a particular matter, the Firm will retain the files for a period of time determined by the Firm. The Firm may choose to destroy any inactive files unless the City has specifically made other arrangements in writing to preserve some or all of the files.

If you or City officials have questions about the terms of our representation as set forth in this letter, please let me know. If the City agrees to the terms of this letter, please sign below and return to me. Again, we are pleased to have this opportunity to be of service and to work with you and the City.

Very Truly Yours,



Bettye Lynn
Lynn@lynntx.law
Direct Dial: 817.988.7108

BL/emj

AGREED TO:

Mr. Scott Sellers, City Manager – Kyle, Texas

Cc: Paige Saenz, City Attorney
Cc: Sandra Duran, HRD