

# CITY OF KYLE



## Notice of Regular City Council Meeting

Kyle City Hall, 100 W. Center St., Kyle,  
Texas 78640

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on February 19, 2019, at Kyle City Hall, 100 W. Center St., Kyle, Texas 78640, for the purpose of discussing the following agenda.

### VIDEO

Posted this 15th day of February, 2019, prior to 5:00 p.m.

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#### **I. Call Meeting to Order**

#### **II. Approval of Minutes**

1. City Council Meeting Minutes - February 5, 2019. ~ *Jennifer Vetrano, City Secretary*

#### **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. President George Washington Day Proclamation. ~ *Travis Mitchell, Mayor*
3. Kyle Area Senior Zone. ~ *Tracy Scheel, Council Member and Larry Simone*
4. Presentation on Special Events Program Services. ~ *Sarah Watson, Events & Programs Coordinator*
5. Presentation on Communication Department Program Services. ~ *Kim Hilsenbeck, Communications Manager*
6. Indian Paintbrush lift station. ~ *Leon Barba, P.E., City Engineer*



7. Presentation of the 2018 Annual Racial Profiling Report. ~ *Jeff Barnett, Chief of Police*

## **V. Appointments**

8. Confirm City Manager's appointment to the Civil Service Commission to fill a vacancy for a term to expire July 31, 2021. ~ *J. Scott Sellers, City Manager*
  - Rebecca Voss

## **VI. Consent Agenda**

9. Approve Reliable Automotive - Site Plan (SD-18-0026) 6.79 acres; 1 commercial lot for property located at 4600 S. FM 1626 in Plum Creek. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to approve the site plan.*

10. Approve Plum Creek Golf Club Parking Expansion - Site Plan (SD-18-0028) 0.14 acres; eight (8) additional parking spaces located at 4301 Benner Road. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to approve the site plan.*

11. Approve Plum Creek Phase 1, Section 6H-2 - Final Plat (SUB-18-0061) 15.075 acres; 92 single family lots and 12 private park lots located off of Harwell and Sanders. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to approve the final plat.*

12. Approve a professional services agreement with P3WORKS, LLC, Austin, for providing all Public Improvement District (PID) administration services for the CITY OF KYLE 6 CREEKS PID. All costs incurred associated with this agreement will be paid by the PID and not by the City of Kyle. ~ *Jon Snyder, PID Administrator, P3Works, LLC*

13. Approve a professional services agreement with P3WORKS, LLC, Austin, for providing all Public Improvement District (PID) administration services for the SOUTHWEST KYLE PID NO. 1, also referred to as Paramount Development. All costs incurred associated with this agreement will be paid by the PID and not by the City of Kyle. ~ *Jon Snyder, PID Administrator, P3Works, LLC*

14. Approve a professional services agreement with P3WORKS, LLC, Austin, for providing all Public Improvement District (PID) administration services for the CITY OF KYLE PLUM CREEK NORTH PID. All costs incurred associated with this agreement will be paid by the PID and not by the City of Kyle. ~ *Jon Snyder, PID Administrator, P3Works, LLC*



15. Approve a Change Order in the amount of \$42,836.55 to the Purchase Order authorized for T.F. HARPER & ASSOCIATES, Austin, Texas, for a total contract amount not to exceed \$307,836.55 for the Ash Pavilion Phase 1 capital improvement project. ~ *Kerry Urbanowicz, Director of Parks, Recreation and Facilities*

## **VII. Consider and Possible Action**

16. Resolution opposing the routing of the proposed Permian Highway Pipeline through the City of Kyle and its extraterritorial jurisdiction and requesting immediate action from the State Legislature. ~ *Travis Mitchell, Mayor, Dex Ellison, Mayor Pro Tem, Tracy Scheel, Council Member, Alex Villalobos, Council Member, Rick Koch, Council Member, and Daphne Tenorio, Council Member*
17. (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 47.062 acres of land from Retail Service District 'RS' to Planned Unit Development 'PUD' for property located within the 800 block of Rebel Drive, north of Gregg Clarke Park, in Hays County, Texas. (Ky-Tex Properties, LP - Z-19-0035) ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to recommend approval for the zoning only. Please see the detailed staff report for variance recommendations.*

- Public Hearing

18. (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 1.53 acres of land from Single Family Residential 'R-1' to Community Commercial 'CC' for property located at 1206 N. Burleson Street, in Hays County, Texas. (Michael, Amy Marie and Alfonso Rodriguez - Z-18-0032) ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to recommend approval of the request.*

- Public Hearing

19. Consider and possible action on application for First Year on Us incentives. ~ *Diana Torres, Director of Economic Development*
  - Brad Hulum, Hulum Properties \$10,000 incentive
  - Heather Bunting DVM \$5,000 incentive
  - Craig Barron with Shaggy Dog Market \$5,000 incentive
20. (*Second Reading*) An ordinance granting Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service, a franchise to provide non-emergency ambulance services within the boundaries of the City of Kyle, Texas. ~ *Jerry Hendrix, Chief of Staff*



*City Council voted 6-0 to approve on first reading.*

21. [Tabled 1/15/2019] Interlocal Agreement between the City of San Marcos and the City of Kyle for the provision of Animal Shelter Services. ~ *Jeff Barnett, Chief of Police*
22. Discussion on City's Ethics Code with regard to creating a provision for the City Council to authorize employees to represent the City at sponsored events. ~ *J. Scott Sellers, City Manager*
23. Resolution in support of Hotel Occupancy Tax Legislation. ~ *J. Scott Sellers, City Manager*
24. Council travel/training. ~ *Daphne Tenorio, Council Member*
25. [Postponed 2/5/2019] Review of short-term rental study. ~ *Rick Koch, Council Member*
26. [Postponed 2/5/2019] Update on Grant Writing Workshop. ~ *Daphne Tenorio, Council Member*
27. Discussion and possible action on Council Member Arabie's resignation. ~ *Travis Mitchell, Mayor*
28. *(First Reading)* An Ordinance of the City of Kyle, Texas, Ordering a Special Election to be held on May 4, 2019 for the election of City Council Place Three to serve an unexpired term ending November 2019; designating the main early voting place for such Special Election; providing for an order and notice of such Special Election; providing for related matters; providing a severability clause; and providing an effective date. ~ *Travis Mitchell, Mayor*
29. [Postponed 2/5/2019] Consider appointment(s) to the Alliance Regional Water Authority Board of Directors. ~ *Travis Mitchell, Mayor*

## **VIII. City Manager's Report**

30. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
  - Downtown Meeting March 7

## **IX. Executive Session**

31. 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.
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
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.

32. Take action on items discussed in Executive Session.

## **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

2019 0205 Minutes

Meeting Date: 2/19/2019  
Date time: 7:00 PM

**Subject/Recommendation:** City Council Meeting Minutes - February 5, 2019. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

📎 2019 0205 DRAFT Minutes



## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on February 5, 2019 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Dex Ellison  
Council Member Tracy Scheel  
Council Member Shane Arabie  
Council Member Alex Villalobos  
Council Member Rick Koch  
Council Member Daphne Tenorio  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Jennifer Vetrano, City Secretary  
Leon Barba, City Engineer  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Matt Dawson, IT Director  
Paul Phelan, Library Director  
Kerry Urbanowicz, PARD Director  
Howard Koontz, Community Dev Director  
Jeff Barnett, Chief of Police  
Andre Marmolejo, Police Lieutenant  
Harper Wilder, Director of Public Works  
Tim Samford, Div. Mgr. – Treatment Operations  
Scott Egbert, Div. Mgr. – Street Operations

David McIntyre  
Brandon Pendleton  
Brian Ziegler  
Troy Mayer  
Rick Rosenberg  
Richard Maier

### **I. Call Meeting to Order**

Mayor Mitchell called the meeting to order at 7:02 p.m. The Pledge of Allegiance was recited.

Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Ellison, Council Member Scheel, Council Member Arabie, Council Member Villalobos, Council Member Koch and Council Member Tenorio. A quorum was present.

### **II. Approval of Minutes**

1. City Council Workshop Meeting Minutes - January 12, 2019. ~ *Jennifer Vetrano, City Secretary*
2. City Council Meeting Minutes - January 15, 2019. ~ *Jennifer Vetrano, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.



Council Member Tenorio moved to approve the minutes of the January 12, 2019 Special Council Meeting and the minutes of the January 15, 2019 Council Meeting. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

### **III. Citizen Comment Period with City Council**

Mayor Mitchell opened citizen comments at 7:03 p.m.

Dr. David McIntyre, EDS was called to speak as registered in favor of Item No. 18. He is the owner of Clear Springs Dentistry. He encouraged Council to vote in favor of the contracted negotiations with Lennar Homes, and shared that he will be moving his practice to this location. Mr. McIntyre stated that he thinks it is okay if the new development does not mirror Plum Creek, and spoke about previous flaws about Plum Creek being improved upon in the Lennar Home development.

Brandon Pendleton was called to speak regarding Item No. 4. He spoke about Roxanne's House and Hays-Caldwell Women's Center. He spoke about dating violence. Mr. Pendleton thanked Kyle Police Department, Hays County Sheriff's Office, and Hays CISD. He stated they do the bulk of their education programs here in Kyle because of the strength of the partnerships in the community. He mentioned Amplify Austin, as a fundraising opportunity and encouraged everyone to visit [hcwc.org/amplify](http://hcwc.org/amplify).

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:09 p.m.

Council Member Arabie asked for the floor. Mayor Mitchell obliged. Mr. Arabie stated that opportunities in his life have changed, great opportunities with regards to his employment, and this evening will be his final Council meeting. He stated he is formally resigning the City Council, ARWA Board, and CAPCOG. He thanked everyone for all the work done over the past four to five years, and stated that everything he had wanted to accomplish has been accomplished at this point. He left the dais at 7:10 p.m.

Mayor Mitchell spoke about Council Member Arabie's participation on Council, the Planning & Zoning Commission, and other projects. Mayor Pro Tem Ellison stated that he has looked up to Council Member Arabie for a long time. He is gracious for Mr. Arabie's service. Council Member Tenorio wished him well and was happy for his family. She stated that while the Council will miss his expertise, the Council will rise together to learn the information. Council Member Scheel called Council Member Arabie a statesman for the City as well as a mentor. Council Member Villalobos stated that Council Member Arabie was a mentor and had a wealth of information. He appreciated his leadership.

### **IV. Appointments**

3. Consideration of Nominations for reappointments to the Economic Development & Tourism Board. ~ *Diana Torres, Director of Economic Development*
  - Brian Ziegler, First United
  - Don Tracy, ACC
  - Tessa Schmidtzensky, PEC



Mayor Mitchell brought forward Item No. 3 for discussion. Ms. Torres presented the item, and introduced Brian Ziegler, who presented the nominees.

Council Member Tenorio moved to approve the reappointments of Brian Ziegler, Don Tracy, and Tessa Schmitzinsky to the Economic Development and Tourism Board. Mayor Pro Tem Ellison seconded the motion.

There was discussion on the motion. Mayor Mitchell stated that he is very happy to approve these reappointments. He stated that the ED&T Board has been doing fantastic work especially with helping to recruit employment centers for the city.

All votes aye; motion carried 6-0.

## **V. Presentation**

### **4. Dating Violence Awareness and Prevention Month. ~ *Travis Mitchell, Mayor***

Mayor Mitchell brought forward Item No. 4. Mayor Pro Tem Ellison read the proclamation. No action was taken.

### **5. Black History Month Resolution. ~ *Dex Ellison, Council Member***

Mayor Mitchell brought forward Item No. 5 for discussion and gave the floor to Mayor Pro Tem Ellison. Mayor Mitchell read the resolution.

Mayor Pro Tem Ellison moved to approve a Resolution of the City of Kyle, Texas, recognizing Black History Month and the annual remembrance of important people and events both currently and in the history of this city and country by African Americans. Council Member Tenorio seconded the motion. All votes aye; motion carried 6-0.

### **6. Road Projects Update. ~ *Leon Barba, P.E., City Engineer***

Mayor Mitchell brought forward Item No. 6 for discussion. Mr. Barba presented the item. Chief Barnett spoke about detour route planned for Burleson, and an accident that took place on Rebel Rd. this morning. He spoke of a need for more lighting and signage. No action was taken.

### **7. Paramotors in city parks and recommendation by Parks Board. ~ *Kerry Urbanowicz, Director of Parks, Recreation and Facilities***

Mayor Mitchell brought forward Item No. 7 for discussion. Mr. Urbanowicz presented the item. No action was taken.

### **8. Presentation on Library Services. ~ *Paul Phelan, Director of Library Services***

Mayor Mitchell brought forward Item No. 8 for discussion. Mr. Phelan presented the item. No action was taken.

### **9. Texas Parks & Wildlife Trails Grant Presentation. ~ *Kerry Urbanowicz, Director of Parks, Recreation and Facilities***



Mayor Mitchell brought forward Item No. 9 for discussion. Mr. Urbanowicz presented the item. No action was taken.

## **VI. Consent Agenda**

Mayor Mitchell asked if there were any items to be pulled from the Consent Agenda. Council Member Tenorio requested to pull Item No. 10, and Council Member Scheel requested to pull Item No. 14. Mayor Mitchell brought forward Item Nos. 11, 12, and 13.

11. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 1.004 acres of land from Agriculture 'AG' to Retail Service District 'RS' for property located at 900, 902 and 904 Rebel Drive, in Hays County, Texas. (Rouch-Wolbrecht Properties, Ltd. Z-18-0033) ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to recommend approval of the request.*

*City Council voted 5-0 to approve the ordinance on first reading.*

12. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose to rezone approximately 0.949 acres of land from Retail Service District 'RS' to Warehouse District 'W' for property located at 3080 Kyle Crossing, in Hays County, Texas. (Foulkrod Business Park, LP - Z-18-0034) ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to recommend approval of the request.*

*City Council voted 5-0 to approve the ordinance on first reading.*

13. *(Second Reading)* An ordinance amending the Code of Ordinances of the City of Kyle, Texas; Amending Chapter 41 ("Subdivisions"); Section 41-136, Lots, Chart 1; Amending Chapter 53 ("Zoning"); Section 53-5 ("Definition of Parking Space") and Section 53-33 (n)(4); Section 53-33 (n)(5); Section 53-33, Chart 2; Section 53-33, Chart 4; Section 53-349 - Purpose and Permitted Uses ("Manufactured Home District 2"); Section 53-382 - Purpose and Permitted Uses ("Manufactured Home District 3"); Amending Chapter 29 ("Sign Standards and Permits") Section 29-4 ("Definition of Temporary Sign"); Repealing conflicting provisions and determining that the meeting at which this ordinance was passed as open to the public as required by law. ~ *Howard J. Koontz, Director of Planning and Community Development*

*City Council voted 5-0 to approve the ordinance on first reading.*

Council Member Tenorio moved to approve Consent Agenda Item Nos. 11, 12, and 13. Mayor Pro Tem Ellison seconded the motion. All votes aye; motion carried 6-0.

10. Approve first addendum to the agreement with SHERIDAN ENVIRONMENTAL DBA SHERIDAN CLEARWATER, LLC, Austin, Texas, extending the term for a two (2) year period to expire January 31, 2021, at the fixed contract rate of \$60.50 per wet ton for sludge pressing and bio-solids disposal services at the City's wastewater treatment plant and declare



this procurement as necessary to protect the public health and safety of Kyle residents and to protect the environment. ~ *Harper Wilder, Director of Public Works Department*

Mayor Mitchell brought forward Item No. 10 and gave the floor to Council Member Tenorio.

She asked Mr. Wilder to present the item. Mr. Wilder presented the item.

Council Member Tenorio moved to approve first addendum to the agreement with Sheridan Environmental DBA Sheridan Clearwater, LLC, Austin, Texas, extending the term for a two (2) year period to expire January 31, 2021, at the fixed contract rate of \$60.50 per wet ton for sludge pressing and bio-solids disposal services at the City's wastewater treatment plant and declare this procurement as necessary to protect the public health and safety of Kyle residents and to protect the environment. Mayor Pro Tem Ellison seconded the motion.

There was discussion on the motion. Mr. Wilder spoke about the need for an overhaul for the current belt press, or a replacement with a new belt press. He stated that the contractor's recommendation was for the City to purchase its own belt press, with city staff assigned to operate it, and continue to use the contractor for the hauling. He stated the cost is \$500,000 - \$600,000, and no new city staff would be necessary. He stated this item could come back for Council consideration at a later date.

All votes aye; motion carried 6-0.

14. Authorize a 3-year lease for three (3) used patrol-rated Chevrolet Tahoes from the City of San Marcos, Texas through Enterprise Fleet Management in an amount not to exceed \$20,329.92 annually. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 14 and gave the floor to Council Member Scheel. She asked about the mileage of these vehicles and the cost for equipping the vehicles for use. Chief Barnett stated that the vehicles are all low mileage. Council Member Scheel asked how much it will cost to equip the vehicles for police use. Chief Barnett stated that San Marcos is leaving the vehicles mostly equipped, with emergency lighting, siren controls, partitions, power supplies, bumpers, and axon video systems, included in the price.

Council Member Scheel moved to authorize a 3-year lease for three (3) used patrol-rated Chevrolet Tahoes from the City of San Marcos, Texas through Enterprise Fleet Management in an amount not to exceed \$20,329.92 annually. Council Member Tenorio seconded the motion.

There was discussion on the motion. Council Member Villalobos asked how the City will ensure the stop gap for the mileage limit to get the most in return should it need new vehicles. Chief Barnett stated that at the end of the three years they will likely be approaching the 100,000 mile mark. He spoke about potential options to own them, or turn them in for trade-in value. He spoke about possibly keeping them for use by detectives and others. He stated that they can consider those options with the leasing company to get the most value on trade-in or keep them in the fleet. Council Member Villalobos asked whether the vehicles have been recently serviced. Chief Barnett stated that the vehicles have been described as in working condition, some were assigned to supervisors having non-patrol duties, and he believes them to be well-maintained.

All votes aye; motion carried 6-0.



## **VII. Consider and Possible Action**

15. *(First 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. ~ *Jerry Hendrix, Chief of Staff*

- Public Hearing

Mayor Mitchell brought forward Item No. 15 for discussion. Mr. Hendrix presented the item. Mayor Mitchell opened the public hearing at 8:57 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:58 p.m.

Troy Mayer, representing Acadian Ambulance Service, provided responses to Council Member Villalobos' questions regarding standard of service and care.

Council Member Scheel moved to approve 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. Council Member Villalobos seconded the motion. All votes aye; motion carried 6-0.

16. Conduct a Public Hearing regarding the authorization and creation of the PLUM CREEK PUBLIC IMPROVEMENT DISTRICT. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 16. Mayor Mitchell opened the public hearing at 9:02 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 9:02 p.m. No action was taken.

17. Development Agreement between City of Kyle, Texas and Kyle Dacy Apartments, LTD. ~ *James R. Earp, Assistant City Manager*

Mayor Mitchell brought forward Item No. 17 for discussion. Mr. Earp presented the item.

Mayor Mitchell moved to approve a Development Agreement between City of Kyle, Texas and Kyle Dacy Apartments, LTD. Council Member Scheel seconded the motion. All votes aye; motion carried 6-0.

Council Member Tenorio stated that she voted yes because they have agreed to make contact with the homeowners associations near them and make sure they have the conversations starting with them.

18. Consider approval of Addendum Number 5 to Agreement by and between the City of Kyle and Lennar and Plum Creek Development Partners, Ltd. ~ *James R. Earp, Assistant City Manager*



Mayor Mitchell brought forward Item No. 18 for discussion. Mayor Mitchell announced that the Council would convene into executive session to seek the advice of the City Attorney on this item. The City Council convened into Executive Session at 9:04 p.m.

Mayor Mitchell moved to reconvene. Council Member Tenorio seconded the motion. All votes aye; motion carried 6-0.

The City Council reconvened into open session at 10:29 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

Mr. Sellers introduced the item, and then introduced Rick Rosenberg of DPFG who presented information on the proposed Public Improvement District. Richard Maier of Lennar presented information on the Plum Creek North project.

Mayor Mitchell moved to postpone Item Nos. 18, 19, 20, and 21 until staff chooses to bring the items back. Council Member Tenorio seconded the motion. All votes aye; motion carried 6-0.

19. Plum Creek PID Dissolution Agreement. ~ *Jon Snyder, P3Works, LLC*
20. A Resolution of the City of Kyle, Texas, Authorizing and Creating the Plum Creek North Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code. ~ *Jon Snyder, P3Works, LLC*
21. Plum Creek Public Improvement District Deposit and Reimbursement Agreement. ~ *Jon Snyder, P3Works, LLC*
22. Review of short-term rental study. ~ *Rick Koch, Council Member*
23. Update on Grant Writing Workshop. ~ *Daphne Tenorio, Council Member*
24. Consider appointment to the Alliance Regional Water Authority Board of Directors. ~ *Travis Mitchell, Mayor*

Mayor Mitchell stated that Item Nos. 22, 23, and 24 would be postponed.

#### **VIII. City Manager's Report**

25. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
  - Drainage Master Plan

Mr. Sellers stated that the next Drainage Master Plan Workshop is scheduled for March 9, 2019 at 9:00 a.m.

#### **IX. Executive Session**

26. 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.
  - Advice of the City Attorney regarding Annexation
  - Advice of the City Attorney regarding Sunset Ridge Mobile Home Park
  - Advice from city attorney - Kinder Morgan Pipeline
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
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.

Council Member Villalobos read into the record, "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, etcetera. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Advice of the City Attorney regarding Annexation, Advice of the City Attorney regarding Sunset Ridge Mobile Home Park, and Advice of the City Attorney regarding Kinder Morgan Pipeline.; Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072; Personnel matters pursuant to Section 551.074; and 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."

The City Council convened into executive session at 11:28 p.m. Council Member Tenorio left the meeting at 11:28 p.m.

27. Take action on items discussed in Executive Session.

Mayor Mitchell moved to reconvene into open session. Council Member Scheel seconded the motion. All votes aye; motion carried 5-0. Council Member Tenorio was absent.

The City Council reconvened into open session at 12:24 a.m. on February 6th, 2019. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

## **X. ADJOURN**

Mayor Mitchell moved to adjourn. Council Member Villalobos seconded the motion. All votes aye; motion carried 5-0. Council Member Tenorio was absent.

With no further business to discuss, the City Council adjourned at 12:24 a.m. on February 6th, 2019.

Attest:

\_\_\_\_\_  
Travis Mitchell, Mayor

\_\_\_\_\_  
Jennifer A. Vetrano, City Secretary





# CITY OF KYLE, TEXAS

## President George Washington Day Proclamation

**Meeting Date: 2/19/2019**  
**Date time: 7:00 PM**

**Subject/Recommendation:** President George Washington Day Proclamation. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

No Attachments Available





# CITY OF KYLE, TEXAS

KASZ

Meeting Date: 2/19/2019

Date time: 7:00 PM

**Subject/Recommendation:** Kyle Area Senior Zone. ~ *Tracy Scheel, Council Member and Larry Simone*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Presentation on Special Events Program Services & Budget

**Meeting Date: 2/19/2019**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation on Special Events Program Services. ~ *Sarah Watson, Events & Programs Coordinator*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ Budget Comparison Report



City of Kyle, Texas  
Budget Status Report  
Special Events Program

Fiscal Year 2018-2019  
October 1, 2018 to February 11, 2019





Kyle, TX

# Budget Report Account Summary

For Fiscal: 2018-2019 Period Ending: 02/28/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 1100 - General Fund</b>								
<b>Revenue</b>								
<b>Department: 33000 - Special Events Revenue</b>								
<b>Category: 41 - Fees</b>								
<u>1100-33000-413720</u>	Kyle Field Day	6,000.00	6,000.00	0.00	0.00	0.00	-6,000.00	100.00 %
<u>1100-33000-413760</u>	Pie in the Sky	55,000.00	55,000.00	0.00	-7.00	0.00	-55,007.00	100.01 %
<u>1100-33000-413850</u>	ShopKyle	1,000.00	1,000.00	0.00	182.00	0.00	-818.00	81.80 %
<u>1100-33000-424260</u>	Electronic Pmt Processing Fee	100.00	100.00	0.00	0.00	0.00	-100.00	100.00 %
<b>Category: 41 - Fees Total:</b>		<b>62,100.00</b>	<b>62,100.00</b>	<b>0.00</b>	<b>175.00</b>	<b>0.00</b>	<b>-61,925.00</b>	<b>99.72 %</b>
<b>Department: 33000 - Special Events Revenue Total:</b>		<b>62,100.00</b>	<b>62,100.00</b>	<b>0.00</b>	<b>175.00</b>	<b>0.00</b>	<b>-61,925.00</b>	<b>99.72 %</b>
<b>Revenue Total:</b>		<b>62,100.00</b>	<b>62,100.00</b>	<b>0.00</b>	<b>175.00</b>	<b>0.00</b>	<b>-61,925.00</b>	<b>99.72 %</b>
<b>Expense</b>								
<b>Department: 11400 - Special Events</b>								
<b>Category: 51 - Personnel Services</b>								
<u>1100-11400-511110</u>	Regular Full Time Wages	49,540.00	49,540.00	1,970.73	15,297.82	0.00	34,242.18	69.12 %
<u>1100-11400-511210</u>	Vacation Leave	0.00	0.00	0.00	73.90	0.00	-73.90	0.00 %
<u>1100-11400-511220</u>	Sick Leave - Regular	0.00	0.00	0.00	394.15	0.00	-394.15	0.00 %
<u>1100-11400-511280</u>	Merit Increase	1,716.00	1,716.00	0.00	0.00	0.00	1,716.00	100.00 %
<u>1100-11400-511310</u>	Longevity Pay	1,740.00	1,740.00	0.00	1,740.00	0.00	0.00	0.00 %
<u>1100-11400-511410</u>	FICA/Social Security	4,054.00	4,054.00	142.80	1,291.40	0.00	2,762.60	68.15 %
<u>1100-11400-511430</u>	State Unemployment Taxes	9.00	9.00	35.47	106.41	0.00	-97.41	-1,082.33 %
<u>1100-11400-511440</u>	Retirement - TMRS	6,683.00	6,683.00	248.51	2,199.37	0.00	4,483.63	67.09 %
<u>1100-11400-511510</u>	Health Insurance	7,423.00	7,423.00	295.24	2,403.08	0.00	5,019.92	67.63 %
<u>1100-11400-511520</u>	Dental Insurance	452.00	452.00	20.70	159.96	0.00	292.04	64.61 %
<u>1100-11400-511530</u>	Life Insurance	46.00	46.00	1.90	15.20	0.00	30.80	66.96 %
<u>1100-11400-511540</u>	ST/LT Disability Insurance	397.00	397.00	30.58	121.00	0.00	276.00	69.52 %
<u>1100-11400-511560</u>	Vision Insurance	108.00	108.00	4.50	36.00	0.00	72.00	66.67 %
<u>1100-11400-511570</u>	AD&D	8.00	8.00	0.35	2.79	0.00	5.21	65.13 %
<b>Category: 51 - Personnel Services Total:</b>		<b>72,176.00</b>	<b>72,176.00</b>	<b>2,750.78</b>	<b>23,841.08</b>	<b>0.00</b>	<b>48,334.92</b>	<b>66.97 %</b>
<b>Category: 52 - Contractual Services</b>								
<u>1100-11400-511730</u>	Travel-Training & Conferences	5,250.00	5,250.00	311.46	3,798.06	0.00	1,451.94	27.66 %
<u>1100-11400-511830</u>	Memberships and Dues	800.00	800.00	0.00	235.00	0.00	565.00	70.63 %
<u>1100-11400-552220</u>	Credit Card Fees	0.00	0.00	0.00	3.97	0.00	-3.97	0.00 %
<u>1100-11400-552410</u>	Outside Printing	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %



## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<u>1100-11400-552420</u>	Delivery/Courier Service	200.00	200.00	0.00	0.00	0.00	200.00	100.00 %
<u>1100-11400-552430</u>	Advertising	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00 %
Category: 52 - Contractual Services Total:		22,250.00	22,250.00	311.46	4,037.03	0.00	18,212.97	81.86 %
Category: 53 - Commodities								
<u>1100-11400-521000</u>	Uniforms (Buy)	100.00	100.00	0.00	0.00	0.00	100.00	100.00 %
<u>1100-11400-521110</u>	General Office Supplies	0.00	0.00	0.00	18.49	0.00	-18.49	0.00 %
<u>1100-11400-521200</u>	ShopKyle	0.00	0.00	0.00	292.75	0.00	-292.75	0.00 %
<u>1100-11400-521550</u>	Kyle Field Day	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00 %
<u>1100-11400-521570</u>	Special Events	17,000.00	17,000.00	0.00	825.06	0.00	16,174.94	95.15 %
<u>1100-11400-521590</u>	Kyle Pie in the Sky	75,000.00	75,000.00	0.00	16,633.19	0.00	58,366.81	77.82 %
<u>1100-11400-521720</u>	Misc Occasions Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<u>1100-11400-521730</u>	Food/Meals	250.00	250.00	0.00	550.00	0.00	-300.00	-120.00 %
<u>1100-11400-521740</u>	Misc Supplies	3,500.00	3,500.00	0.00	8,455.52	0.00	-4,955.52	-141.59 %
<u>1100-11400-522130</u>	Photographic Equipment	300.00	300.00	0.00	0.00	0.00	300.00	100.00 %
Category: 53 - Commodities Total:		112,150.00	112,150.00	0.00	26,775.01	0.00	85,374.99	76.13 %
Department: 11400 - Special Events Total:		206,576.00	206,576.00	3,062.24	54,653.12	0.00	151,922.88	73.54 %
Expense Total:		206,576.00	206,576.00	3,062.24	54,653.12	0.00	151,922.88	73.54 %
Fund: 1100 - General Fund Surplus (Deficit):		-144,476.00	-144,476.00	-3,062.24	-54,478.12	0.00	89,997.88	62.29 %
Report Surplus (Deficit):		-144,476.00	-144,476.00	-3,062.24	-54,478.12	0.00	89,997.88	62.29 %



## Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 1100 - General Fund</b>							
Revenue							
Department: 33000 - Special Events Revenue							
41 - Fees	62,100.00	62,100.00	0.00	175.00	0.00	-61,925.00	99.72 %
Department: 33000 - Special Events Revenue Surplus (Deficit):	62,100.00	62,100.00	0.00	175.00	0.00	-61,925.00	99.72 %
Revenue Surplus (Deficit):	62,100.00	62,100.00	0.00	175.00	0.00	-61,925.00	99.72 %
Expense							
Department: 11400 - Special Events							
51 - Personnel Services	72,176.00	72,176.00	2,750.78	23,841.08	0.00	48,334.92	66.97 %
52 - Contractual Services	22,250.00	22,250.00	311.46	4,037.03	0.00	18,212.97	81.86 %
53 - Commodities	112,150.00	112,150.00	0.00	26,775.01	0.00	85,374.99	76.13 %
Department: 11400 - Special Events Total:	206,576.00	206,576.00	3,062.24	54,653.12	0.00	151,922.88	73.54 %
Expense Total:	206,576.00	206,576.00	3,062.24	54,653.12	0.00	151,922.88	73.54 %
Fund: 1100 - General Fund Surplus (Deficit):	-144,476.00	-144,476.00	-3,062.24	-54,478.12	0.00	89,997.88	62.29 %
Report Surplus (Deficit):	-144,476.00	-144,476.00	-3,062.24	-54,478.12	0.00	89,997.88	62.29 %



## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
1100 - General Fund	-144,476.00	-144,476.00	-3,062.24	-54,478.12	0.00	89,997.88
Report Surplus (Deficit):	-144,476.00	-144,476.00	-3,062.24	-54,478.12	0.00	89,997.88



City of Kyle, Texas  
Budget Status Report  
Special Events Program

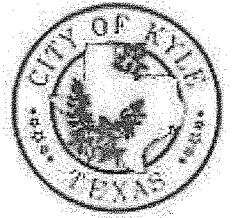
Fiscal Year 2017-2018  
October 1, 2017 to September 30, 2018



# General Ledger

## Budget Status

User: perwez  
 Printed: 2/11/2019 - 12:07 PM  
 Period: 1 to 15, 2018



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 110	General Fund							
Dept 110-114	Special Events							
R16	Recreation Prog. Services 3							
110-114-41362	Kyle Fair & Music Festival	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
110-114-41372	Kyle Field Day	6,000.00	4,780.00	4,780.00	1,220.00	0.00	1,220.00	20.33
110-114-41373	Kyle Hogwash	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41374	Hops & Jalapenos	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41375	Special Events	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
110-114-41376	Pie in the Sky	0.00	137,188.91	137,188.91	-137,188.91	0.00	-137,188.91	0.00
110-114-41385	ShopKyle	0.00	4,752.37	4,752.37	-4,752.37	0.00	-4,752.37	0.00
110-114-42426	Electronic Pmt Processing Fee	100.00	99.95	99.95	0.05	0.00	0.05	0.05
	R16 Sub Totals:	14,100.00	146,821.23	146,821.23	-132,721.23	0.00	-132,721.23	0.00
	Revenue Sub Totals:	14,100.00	146,821.23	146,821.23	-132,721.23	0.00	-132,721.23	0.00
E50	Personnel							
110-114-51111	Regular Full Time Wages	47,407.00	44,244.82	44,244.82	3,162.18	0.00	3,162.18	6.67
110-114-51114	Overtime Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51121	Vacation Leave	0.00	2,866.05	2,866.05	-2,866.05	0.00	-2,866.05	0.00
110-114-51122	Sick Leave - Regular	0.00	1,881.17	1,881.17	-1,881.17	0.00	-1,881.17	0.00
110-114-51127	Cost of Living Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51128	Merit Increase	1,642.00	0.00	0.00	1,642.00	0.00	1,642.00	100.00
110-114-51131	Longevity Pay	1,248.00	1,248.00	1,248.00	0.00	0.00	0.00	0.00
110-114-51134	Language Incentive	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51141	FICA/Social Security	3,848.00	3,719.93	3,719.93	128.07	0.00	128.07	3.33
110-114-51142	Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51143	State Unemployment Taxes	9.00	0.00	0.00	9.00	0.00	9.00	100.00
110-114-51144	Retirement - TMRS	6,307.00	6,333.74	6,333.74	-26.74	0.00	-26.74	0.00
110-114-51151	Health Insurance	6,873.00	6,633.76	6,633.76	239.24	0.00	239.24	3.48
110-114-51152	Dental Insurance	474.00	451.68	451.68	22.32	0.00	22.32	4.71
110-114-51153	Life Insurance	46.00	45.60	45.60	0.40	0.00	0.40	0.87
110-114-51154	ST/LT Disability Insurance	377.00	340.41	340.41	36.59	0.00	36.59	9.71
110-114-51156	Vision Insurance	108.00	108.00	108.00	0.00	0.00	0.00	0.00
110-114-51157	AD&D	8.00	8.41	8.41	-0.41	0.00	-0.41	0.00



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E50 Sub Totals:	68,347.00	67,881.57	67,881.57	465.43	0.00	465.43	0.68
E52	Contractual Services							
110-114-51173	Travel-Training & Conferences	1,250.00	321.45	321.45	928.55	0.00	928.55	74.28
110-114-51175	Mileage - Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51176	Travel - Tolls & Parking	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51183	Memberships and Dues	800.00	397.62	397.62	402.38	0.00	402.38	50.30
110-114-51184	Subscription and Books	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52117	Postage	0.00	11.89	11.89	-11.89	0.00	-11.89	0.00
110-114-53124	Cell Phones/Pagers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-53126	Wireless Data Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-55111	Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-55222	Credit Card Fees	0.00	3,159.09	3,159.09	-3,159.09	0.00	-3,159.09	0.00
110-114-55241	Outside Printing	1,000.00	275.00	275.00	725.00	0.00	725.00	72.50
110-114-55242	Delivery/Courier Service	200.00	0.00	0.00	200.00	0.00	200.00	100.00
110-114-55243	Advertising	15,000.00	3,926.41	3,926.41	11,073.59	0.00	11,073.59	73.82
	E52 Sub Totals:	18,250.00	8,091.46	8,091.46	10,158.54	0.00	10,158.54	55.66
E54	Commodities							
110-114-51161	Uniforms (Buy)	100.00	0.00	0.00	100.00	0.00	100.00	100.00
110-114-52111	General Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52115	Computer Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52119	Awards,Plaques&RecognitionSupp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52120	ShopKyle	0.00	4,768.06	4,768.06	-4,768.06	0.00	-4,768.06	0.00
110-114-52144	Kyle Fair & Music Festival	45,000.00	0.00	0.00	45,000.00	0.00	45,000.00	100.00
110-114-52155	Kyle Field Day	15,000.00	6,067.17	6,067.17	8,932.83	0.00	8,932.83	59.55
110-114-52156	Kyle Hogwash	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52157	Special Events	17,000.00	3,052.99	3,052.99	13,947.01	0.00	13,947.01	82.04
110-114-52158	Hops & Jalapenos	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52159	Kyle Pie in the Sky	75,000.00	117,024.87	117,024.87	-42,024.87	10,000.00	-52,024.87	0.00
110-114-52168	Minor Tools/Instruments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52172	Misc Occasions Supplies	1,000.00	313.27	313.27	686.73	0.00	686.73	68.67
110-114-52173	Food/Meals	250.00	76.67	76.67	173.33	0.00	173.33	69.33
110-114-52174	Misc Supplies	3,500.00	3,887.33	3,887.33	-387.33	8,220.00	-8,607.33	0.00
110-114-52212	Communication Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52213	Photographic Equipment	300.00	0.00	0.00	300.00	0.00	300.00	100.00
110-114-52214	Computer Hardware	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E54 Sub Totals:	157,150.00	135,190.36	135,190.36	21,959.64	18,220.00	3,739.64	2.38
	Expense Sub Totals:	243,747.00	211,163.39	211,163.39	32,583.61	18,220.00	14,363.61	5.89



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 114 Sub Totals:	229,647.00	64,342.16	64,342.16	165,304.84	18,220.00		
	Fund Revenue Sub Totals:	14,100.00	146,821.23	146,821.23	-132,721.23	0.00	-132,721.23	0.00
	Fund Expense Sub Totals:	243,747.00	211,163.39	211,163.39	32,583.61	18,220.00	14,363.61	5.89
	Fund 110 Sub Totals:	229,647.00	64,342.16	64,342.16	165,304.84	18,220.00		
	Revenue Totals:	14,100.00	146,821.23	146,821.23	-132,721.23	0.00	-132,721.23	0.00
	Expense Totals:	243,747.00	211,163.39	211,163.39	32,583.61	18,220.00	14,363.61	5.89
	Report Totals:	229,647.00	64,342.16	64,342.16	165,304.84	18,220.00		



City of Kyle, Texas  
Budget Status Report  
Special Events Program

Fiscal Year 2016-2017  
October 1, 2016 to September 30, 2017



# General Ledger

## Budget Status

User: perwez  
 Printed: 2/11/2019 - 12:05 PM  
 Period: 1 to 15, 2017



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 110	General Fund							
Dept 110-114	Special Events							
R02	Charges for Services							
110-114-42426	Electronic Pmt Processing Fee	0.00	72.50	72.50	-72.50	0.00	-72.50	0.00
	R02 Sub Totals:	0.00	72.50	72.50	-72.50	0.00	-72.50	0.00
R16	Recreation Prog. Services 3							
110-114-41362	Kyle Fair & Music Festival	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41372	Kyle Field Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41373	Kyle Hogwash	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41374	Hops & Jalapenos	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41375	Special Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41376	Pie in the Sky	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-41385	ShopKyle	0.00	515.88	515.88	-515.88	0.00	-515.88	0.00
	R16 Sub Totals:	0.00	515.88	515.88	-515.88	0.00	-515.88	0.00
	Revenue Sub Totals:	0.00	588.38	588.38	-588.38	0.00	-588.38	0.00
E50	Personnel							
110-114-51111	Regular Full Time Wages	39,614.00	46,276.37	46,276.37	-6,662.37	0.00	-6,662.37	0.00
110-114-51114	Overtime Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51121	Vacation Leave	0.00	-2,137.53	-2,137.53	2,137.53	0.00	2,137.53	0.00
110-114-51122	Sick Leave - Regular	0.00	-1,130.03	-1,130.03	1,130.03	0.00	1,130.03	0.00
110-114-51127	Cost of Living Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51128	Merit Increase	1,372.00	0.00	0.00	1,372.00	0.00	1,372.00	100.00
110-114-51131	Longevity Pay	0.00	828.00	828.00	-828.00	0.00	-828.00	0.00
110-114-51134	Language Incentive	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51141	FICA/Social Security	3,135.00	3,497.68	3,497.68	-362.68	0.00	-362.68	0.00
110-114-51142	Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51143	State Unemployment Taxes	171.00	0.00	0.00	171.00	0.00	171.00	100.00
110-114-51144	Retirement - TMRS	5,049.00	6,083.00	6,083.00	-1,034.00	0.00	-1,034.00	0.00
110-114-51151	Health Insurance	6,609.00	6,211.17	6,211.17	397.83	0.00	397.83	6.02
110-114-51152	Dental Insurance	456.00	444.33	444.33	11.67	0.00	11.67	2.56
110-114-51153	Life Insurance	46.00	45.74	45.74	0.26	0.00	0.26	0.57



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
110-114-51154	ST/LT Disability Insurance	307.00	309.47	309.47	-2.47	0.00	-2.47	0.00
110-114-51156	Vision Insurance	119.00	108.32	108.32	10.68	0.00	10.68	8.97
110-114-51157	AD&D	8.00	8.42	8.42	-0.42	0.00	-0.42	0.00
	E50 Sub Totals:	56,886.00	60,544.94	60,544.94	-3,658.94	0.00	-3,658.94	0.00
E52	Contractual Services							
110-114-51173	Travel-Training & Conferences	1,250.00	837.55	837.55	412.45	0.00	412.45	33.00
110-114-51175	Mileage - Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51176	Travel - Tolls & Parking	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-51183	Memberships and Dues	800.00	177.50	177.50	622.50	0.00	622.50	77.81
110-114-51184	Subscription and Books	0.00	20.00	20.00	-20.00	0.00	-20.00	0.00
110-114-52117	Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-53124	Cell Phones/Pagers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-53126	Wireless Data Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-55111	Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-55222	Credit Card Fees	0.00	15.63	15.63	-15.63	0.00	-15.63	0.00
110-114-55241	Outside Printing	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
110-114-55242	Delivery/Courier Service	200.00	0.00	0.00	200.00	0.00	200.00	100.00
110-114-55243	Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E52 Sub Totals:	3,250.00	1,050.68	1,050.68	2,199.32	0.00	2,199.32	67.67
E54	Commodities							
110-114-51161	Uniforms (Buy)	100.00	0.00	0.00	100.00	0.00	100.00	100.00
110-114-52111	General Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52115	Computer Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52119	Awards,Plaques&RecognitionSupp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52120	ShopKyle	0.00	5,922.85	5,922.85	-5,922.85	0.00	-5,922.85	0.00
110-114-52144	Kyle Fair & Music Festival	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52155	Kyle Field Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52156	Kyle Hogwash	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52157	Special Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52158	Hops & Jalapenos	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52159	Kyle Pie in the Sky	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52168	Minor Tools/Instruments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52172	Misc Occasions Supplies	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
110-114-52173	Food/Meals	250.00	45.00	45.00	205.00	0.00	205.00	82.00
110-114-52174	Misc Supplies	3,500.00	2,830.40	2,830.40	669.60	0.00	669.60	19.13
110-114-52212	Communication Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-114-52213	Photographic Equipment	300.00	0.00	0.00	300.00	0.00	300.00	100.00
110-114-52214	Computer Hardware	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E54 Sub Totals:	5,150.00	8,798.25	8,798.25	-3,648.25	0.00	-3,648.25	0.00



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	65,286.00	70,393.87	70,393.87	-5,107.87	0.00	-5,107.87	0.00
	Dept 114 Sub Totals:	65,286.00	69,805.49	69,805.49	-4,519.49	0.00		
	Fund Revenue Sub Totals:	0.00	588.38	588.38	-588.38	0.00	-588.38	0.00
	Fund Expense Sub Totals:	65,286.00	70,393.87	70,393.87	-5,107.87	0.00	-5,107.87	0.00
	Fund 110 Sub Totals:	65,286.00	69,805.49	69,805.49	-4,519.49	0.00		
	Revenue Totals:	0.00	588.38	588.38	-588.38	0.00	-588.38	0.00
	Expense Totals:	65,286.00	70,393.87	70,393.87	-5,107.87	0.00	-5,107.87	0.00
	Report Totals:	65,286.00	69,805.49	69,805.49	-4,519.49	0.00		





# CITY OF KYLE, TEXAS

## Presentation on Communication Department Program Services & Budget

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation on Communication Department Program Services. ~ *Kim Hilsenbeck, Communications Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ Budget Comparison Report
- ☐ Budget Comparison Report for KAYAC



City of Kyle, Texas  
Budget Status Report  
Communications Department

Fiscal Year 2018-2019  
October 1, 2018 to February 11, 2019





Kyle, TX

# Budget Report

## Account Summary

For Fiscal: 2018-2019 Period Ending: 02/28/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 1100 - General Fund</b>								
<b>Expense</b>								
<b>Department: 11600 - Office of the Chief of Staff &amp; Communications</b>								
<b>Category: 51 - Personnel Services</b>								
<u>1100-11600-511110</u>	Regular Full Time Wages	205,180.00	205,180.00	8,093.05	59,855.40	0.00	145,324.60	70.83 %
<u>1100-11600-511130</u>	Temporary/Seasonal Wages	0.00	0.00	717.00	717.00	0.00	-717.00	0.00 %
<u>1100-11600-511140</u>	Overtime Wages	500.00	500.00	0.00	32.46	0.00	467.54	93.51 %
<u>1100-11600-511210</u>	Vacation Leave	0.00	0.00	0.00	2,454.92	0.00	-2,454.92	0.00 %
<u>1100-11600-511220</u>	Sick Leave - Regular	0.00	0.00	0.00	1,242.81	0.00	-1,242.81	0.00 %
<u>1100-11600-511280</u>	Merit Increase	6,813.00	6,813.00	0.00	0.00	0.00	6,813.00	100.00 %
<u>1100-11600-511310</u>	Longevity Pay	4,995.00	4,995.00	0.00	4,995.00	0.00	0.00	0.00 %
<u>1100-11600-511340</u>	Language Incentive	900.00	900.00	34.62	207.72	0.00	692.28	76.92 %
<u>1100-11600-511410</u>	FICA/Social Security	16,706.25	16,706.25	603.80	4,820.95	0.00	11,885.30	71.14 %
<u>1100-11600-511430</u>	State Unemployment Taxes	27.00	27.00	106.59	324.25	0.00	-297.25	-1,100.93 %
<u>1100-11600-511440</u>	Retirement - TMRS	27,538.85	27,538.85	1,024.90	8,640.21	0.00	18,898.64	68.63 %
<u>1100-11600-511510</u>	Health Insurance	22,269.00	22,269.00	885.72	6,551.46	0.00	15,717.54	70.58 %
<u>1100-11600-511520</u>	Dental Insurance	1,355.00	1,355.00	62.10	450.28	0.00	904.72	66.77 %
<u>1100-11600-511530</u>	Life Insurance	182.00	182.00	7.60	-411.86	0.00	593.86	326.30 %
<u>1100-11600-511540</u>	ST/LT Disability Insurance	1,574.00	1,574.00	119.92	408.78	0.00	1,165.22	74.03 %
<u>1100-11600-511560</u>	Vision Insurance	324.00	324.00	13.50	99.00	0.00	225.00	69.44 %
<u>1100-11600-511570</u>	AD&D	34.00	34.00	1.40	9.62	0.00	24.38	71.71 %
<b>Category: 51 - Personnel Services Total:</b>		<b>288,398.10</b>	<b>288,398.10</b>	<b>11,670.20</b>	<b>90,398.00</b>	<b>0.00</b>	<b>198,000.10</b>	<b>68.66 %</b>
<b>Category: 52 - Contractual Services</b>								
<u>1100-11600-511730</u>	Travel-Training & Conferences	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
<u>1100-11600-511750</u>	Mileage - Reimbursement	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
<u>1100-11600-511830</u>	Memberships and Dues	200.00	200.00	0.00	360.00	0.00	-160.00	-80.00 %
<u>1100-11600-551110</u>	Legal Services	0.00	0.00	0.00	192.50	0.00	-192.50	0.00 %
<u>1100-11600-552410</u>	Outside Printing	20,000.00	20,000.00	0.00	2,757.64	0.00	17,242.36	86.21 %
<u>1100-11600-553310</u>	IT Software/System Fees	3,600.00	3,600.00	0.00	3,600.00	0.00	0.00	0.00 %
<b>Category: 52 - Contractual Services Total:</b>		<b>26,300.00</b>	<b>26,300.00</b>	<b>0.00</b>	<b>6,910.14</b>	<b>0.00</b>	<b>19,389.86</b>	<b>73.73 %</b>
<b>Category: 53 - Commodities</b>								
<u>1100-11600-521000</u>	Uniforms (Buy)	1,000.00	1,000.00	0.00	93.50	0.00	906.50	90.65 %
<u>1100-11600-521110</u>	General Office Supplies	1,200.00	1,200.00	0.00	8.97	0.00	1,191.03	99.25 %
<u>1100-11600-521190</u>	Awards,Plaques&RecognitionSupp	350.00	350.00	0.00	0.00	0.00	350.00	100.00 %
<u>1100-11600-521720</u>	Misc Occasions Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %



Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

		Original	Current	Period	Fiscal		Variance	
		Total Budget	Total Budget	Activity	Activity	Encumbrances	Favorable (Unfavorable)	Percent Remaining
<u>1100-11600-521730</u>	Food/Meals	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
<u>1100-11600-522110</u>	Office Furniture (<\$5K)	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
<u>1100-11600-522140</u>	Computer Hardware	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
Category: 53 - Commodities Total:		7,550.00	7,550.00	0.00	102.47	0.00	7,447.53	98.64 %
Department: 11600 - Office of the Chief of Staff & Communications Total:		322,248.10	322,248.10	11,670.20	97,410.61	0.00	224,837.49	69.77 %
Expense Total:		322,248.10	322,248.10	11,670.20	97,410.61	0.00	224,837.49	69.77 %
Fund: 1100 - General Fund Total:		322,248.10	322,248.10	11,670.20	97,410.61	0.00	224,837.49	69.77 %
Report Total:		322,248.10	322,248.10	11,670.20	97,410.61	0.00	224,837.49	69.77 %



## Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 1100 - General Fund</b>							
<b>Expense</b>							
<b>Department: 11600 - Office of the Chief of Staff &amp; Communications</b>							
51 - Personnel Services	288,398.10	288,398.10	11,670.20	90,398.00	0.00	198,000.10	68.66 %
52 - Contractual Services	26,300.00	26,300.00	0.00	6,910.14	0.00	19,389.86	73.73 %
53 - Commodities	7,550.00	7,550.00	0.00	102.47	0.00	7,447.53	98.64 %
<b>Department: 11600 - Office of the Chief of Staff &amp; Communications Total:</b>	<b>322,248.10</b>	<b>322,248.10</b>	<b>11,670.20</b>	<b>97,410.61</b>	<b>0.00</b>	<b>224,837.49</b>	<b>69.77 %</b>
<b>Expense Total:</b>	<b>322,248.10</b>	<b>322,248.10</b>	<b>11,670.20</b>	<b>97,410.61</b>	<b>0.00</b>	<b>224,837.49</b>	<b>69.77 %</b>
<b>Fund: 1100 - General Fund Total:</b>	<b>322,248.10</b>	<b>322,248.10</b>	<b>11,670.20</b>	<b>97,410.61</b>	<b>0.00</b>	<b>224,837.49</b>	<b>69.77 %</b>
<b>Report Total:</b>	<b>322,248.10</b>	<b>322,248.10</b>	<b>11,670.20</b>	<b>97,410.61</b>	<b>0.00</b>	<b>224,837.49</b>	<b>69.77 %</b>



**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	Percent Remaining
						Favorable (Unfavorable)	
1100 - General Fund	322,248.10	322,248.10	11,670.20	97,410.61	0.00	224,837.49	69.77 %
Report Total:	322,248.10	322,248.10	11,670.20	97,410.61	0.00	224,837.49	69.77 %



City of Kyle, Texas  
Budget Status Report  
Communications Department

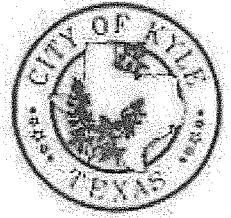
Fiscal Year 2017-2018  
October 1, 2017 to September 30, 2018



# General Ledger

## Budget Status

User: perwez  
 Printed: 2/11/2019 - 2:58 PM  
 Period: 1 to 15, 2018



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 110	General Fund							
Dept 110-116	Communications							
E50	Personnel							
110-116-51111	Regular Full Time Wages	189,155.00	178,575.85	178,575.85	10,579.15	0.00	10,579.15	5.59
110-116-51113	Temporary/Seasonal Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51114	Overtime Wages	500.00	434.10	434.10	65.90	0.00	65.90	13.18
110-116-51121	Vacation Leave	0.00	10,407.77	10,407.77	-10,407.77	0.00	-10,407.77	0.00
110-116-51122	Sick Leave - Regular	0.00	5,325.19	5,325.19	-5,325.19	0.00	-5,325.19	0.00
110-116-51127	Cost of Living Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51128	Merit Increase	6,553.00	0.00	0.00	6,553.00	0.00	6,553.00	100.00
110-116-51131	Longevity Pay	3,564.00	3,564.00	3,564.00	0.00	0.00	0.00	0.00
110-116-51134	Language Incentive	900.00	900.12	900.12	-0.12	0.00	-0.12	0.00
110-116-51141	FICA/Social Security	15,351.00	13,714.16	13,714.16	1,636.84	0.00	1,636.84	10.66
110-116-51142	Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51143	State Unemployment Taxes	27.00	0.00	0.00	27.00	0.00	27.00	100.00
110-116-51144	Retirement - TMRS	25,164.00	25,110.75	25,110.75	53.25	0.00	53.25	0.21
110-116-51151	Health Insurance	20,620.00	19,901.27	19,901.27	718.73	0.00	718.73	3.49
110-116-51152	Dental Insurance	1,423.00	1,355.04	1,355.04	67.96	0.00	67.96	4.78
110-116-51153	Life Insurance	182.00	-299.55	-299.55	481.55	0.00	481.55	264.59
110-116-51154	ST/LT Disability Insurance	1,505.00	1,295.66	1,295.66	209.34	0.00	209.34	13.91
110-116-51156	Vision Insurance	324.00	324.00	324.00	0.00	0.00	0.00	0.00
110-116-51157	AD&D	34.00	33.60	33.60	0.40	0.00	0.40	1.18
	E50 Sub Totals:	265,302.00	260,641.96	260,641.96	4,660.04	0.00	4,660.04	1.76
E52	Contractual Services							
110-116-51173	Travel-Training & Conferences	2,000.00	1,043.79	1,043.79	956.21	0.00	956.21	47.81
110-116-51174	Training & Conf (Non-Travel)	0.00	35.00	35.00	-35.00	0.00	-35.00	0.00
110-116-51175	Mileage - Reimbursement	500.00	0.00	0.00	500.00	0.00	500.00	100.00
110-116-51176	Travel - Tolls & Parking	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51183	Memberships and Dues	200.00	385.00	385.00	-185.00	0.00	-185.00	0.00
110-116-51184	Subscription and Books	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52117	Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-53124	Cell Phones/Pagers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-53126	Wireless Data Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-54175	Office Equipment Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
110-116-55111	Legal Services	0.00	1,077.50	1,077.50	-1,077.50	0.00	-1,077.50	0.00
110-116-55241	Outside Printing	20,000.00	15,695.70	15,695.70	4,304.30	4,504.66	-200.36	0.00
110-116-55242	Delivery/Courier Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55243	Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55331	IT Software/System Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55332	IT Hosting Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55619	Services - Translator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55622	Services - Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E52 Sub Totals:	22,700.00	18,236.99	18,236.99	4,463.01	4,504.66	-41.65	0.00
E54	Commodities							
110-116-51161	Uniforms (Buy)	1,000.00	541.66	541.66	458.34	0.00	458.34	45.83
110-116-52111	General Office Supplies	1,000.00	29.90	29.90	970.10	0.00	970.10	97.01
110-116-52115	Computer Supplies	200.00	38.50	38.50	161.50	0.00	161.50	80.75
110-116-52119	Awards,Plaques&RecognitionSupp	350.00	299.80	299.80	50.20	0.00	50.20	14.34
110-116-52168	Minor Tools/Instruments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52171	Training Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52172	Misc Occasions Supplies	1,000.00	70.93	70.93	929.07	0.00	929.07	92.91
110-116-52173	Food/Meals	1,000.00	144.08	144.08	855.92	0.00	855.92	85.59
110-116-52174	Misc Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52211	Office Furniture (<\$5K)	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
110-116-52212	Communication Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52213	Photographic Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52214	Computer Hardware	1,500.00	2.99	2.99	1,497.01	0.00	1,497.01	99.80
	E54 Sub Totals:	7,550.00	1,127.86	1,127.86	6,422.14	0.00	6,422.14	85.06
	Expense Sub Totals:	295,552.00	280,006.81	280,006.81	15,545.19	4,504.66	11,040.53	3.74
	Dept 116 Sub Totals:	295,552.00	280,006.81	280,006.81	15,545.19	4,504.66		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	295,552.00	280,006.81	280,006.81	15,545.19	4,504.66	11,040.53	3.74
	Fund 110 Sub Totals:	295,552.00	280,006.81	280,006.81	15,545.19	4,504.66		



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	295,552.00	280,006.81	280,006.81	15,545.19	4,504.66	11,040.53	3.74
	Report Totals:	295,552.00	280,006.81	280,006.81	15,545.19	4,504.66		



City of Kyle, Texas  
Budget Status Report  
Communications Department

Fiscal Year 2016-2017  
October 1, 2016 to September 30, 2017



# General Ledger

## Budget Status

User: perwez  
 Printed: 2/11/2019 - 2:55 PM  
 Period: 1 to 15, 2017



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 110	General Fund							
Dept 110-116	Communications							
E50	Personnel							
110-116-51111	Regular Full Time Wages	173,770.00	167,976.21	167,976.21	5,793.79	0.00	5,793.79	3.33
110-116-51113	Temporary/Seasonal Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51114	Overtime Wages	500.00	448.84	448.84	51.16	0.00	51.16	10.23
110-116-51121	Vacation Leave	0.00	2,234.82	2,234.82	-2,234.82	0.00	-2,234.82	0.00
110-116-51122	Sick Leave - Regular	0.00	-3,932.84	-3,932.84	3,932.84	0.00	3,932.84	0.00
110-116-51127	Cost of Living Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51128	Merit Increase	6,020.00	0.00	0.00	6,020.00	0.00	6,020.00	100.00
110-116-51131	Longevity Pay	2,386.00	2,349.00	2,349.00	37.00	0.00	37.00	1.55
110-116-51134	Language Incentive	0.00	902.59	902.59	-902.59	0.00	-902.59	0.00
110-116-51141	FICA/Social Security	13,975.00	12,857.56	12,857.56	1,117.44	0.00	1,117.44	8.00
110-116-51142	Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51143	State Unemployment Taxes	513.00	0.00	0.00	513.00	0.00	513.00	100.00
110-116-51144	Retirement - TMRS	22,506.00	23,651.19	23,651.19	-1,145.19	0.00	-1,145.19	0.00
110-116-51151	Health Insurance	19,826.00	18,633.50	18,633.50	1,192.50	0.00	1,192.50	6.01
110-116-51152	Dental Insurance	1,367.00	1,342.86	1,342.86	24.14	0.00	24.14	1.77
110-116-51153	Life Insurance	182.00	184.02	184.02	-2.02	0.00	-2.02	0.00
110-116-51154	ST/LT Disability Insurance	1,370.00	1,249.13	1,249.13	120.87	0.00	120.87	8.82
110-116-51156	Vision Insurance	356.00	327.54	327.54	28.46	0.00	28.46	7.99
110-116-51157	AD&D	34.00	33.90	33.90	0.10	0.00	0.10	0.29
	E50 Sub Totals:	242,805.00	228,258.32	228,258.32	14,546.68	0.00	14,546.68	5.99
E52	Contractual Services							
110-116-51173	Travel-Training & Conferences	2,000.00	817.82	817.82	1,182.18	0.00	1,182.18	59.11
110-116-51174	Training & Conf (Non-Travel)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51175	Mileage - Reimbursement	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
110-116-51176	Travel - Tolls & Parking	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-51183	Memberships and Dues	200.00	0.00	0.00	200.00	0.00	200.00	100.00
110-116-51184	Subscription and Books	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52117	Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-53124	Cell Phones/Pagers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-53126	Wireless Data Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-54175	Office Equipment Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
110-116-55111	Legal Services	0.00	660.00	660.00	-660.00	0.00	-660.00	0.00
110-116-55241	Outside Printing	20,000.00	16,294.38	16,294.38	3,705.62	0.00	3,705.62	18.53
110-116-55242	Delivery/Courier Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55243	Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55332	IT Hosting Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55619	Services - Translator	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-55622	Services - Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E52 Sub Totals:	23,700.00	17,772.20	17,772.20	5,927.80	0.00	5,927.80	25.01
E54	Commodities							
110-116-51161	Uniforms (Buy)	0.00	530.18	530.18	-530.18	0.00	-530.18	0.00
110-116-52111	General Office Supplies	1,000.00	351.00	351.00	649.00	0.00	649.00	64.90
110-116-52115	Computer Supplies	200.00	0.00	0.00	200.00	0.00	200.00	100.00
110-116-52119	Awards,Plaques&RecognitionSupp	350.00	0.00	0.00	350.00	0.00	350.00	100.00
110-116-52168	Minor Tools/Instruments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52171	Training Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52172	Misc Occasions Supplies	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
110-116-52173	Food/Meals	1,000.00	299.15	299.15	700.85	0.00	700.85	70.09
110-116-52174	Misc Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52211	Office Furniture (<\$5K)	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
110-116-52212	Communication Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52213	Photographic Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-116-52214	Computer Hardware	1,500.00	333.71	333.71	1,166.29	0.00	1,166.29	77.75
	E54 Sub Totals:	6,550.00	1,514.04	1,514.04	5,035.96	0.00	5,035.96	76.88
	Expense Sub Totals:	273,055.00	247,544.56	247,544.56	25,510.44	0.00	25,510.44	9.34
	Dept 116 Sub Totals:	273,055.00	247,544.56	247,544.56	25,510.44	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	273,055.00	247,544.56	247,544.56	25,510.44	0.00	25,510.44	9.34
	Fund 110 Sub Totals:	273,055.00	247,544.56	247,544.56	25,510.44	0.00		



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	273,055.00	247,544.56	247,544.56	25,510.44	0.00	25,510.44	9.34
	Report Totals:	273,055.00	247,544.56	247,544.56	25,510.44	0.00		



City of Kyle, Texas  
6-Year Budget/Actual for KAYAC  
Fiscal Years 2014 - 2019

	<u>Fiscal Year</u>	<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	<u>Remaining</u>	<u>% Remaining</u>
1.	2013-2014	\$ 2,500.00	\$ 2,500.00	100.00%	-	0.00%
2.	2014-2015	2,700.00	2,785.92	103.18%	(85.92)	-3.18%
3.	2015-2016	3,000.00	2,921.02	97.37%	78.98	2.63%
4.	2016-2017	7,000.00	4,470.20	63.86%	2,529.80	36.14%
5.	2017-2018	7,000.00	4,910.36	70.15%	2,089.64	29.85%
6.	2018-2019	7,000.00	2,505.16	35.79%	4,494.84	64.21%
	Total:	<u>\$ 29,200.00</u>	<u>\$ 20,092.66</u>	<u>68.81%</u>	<u>\$ 9,107.34</u>	<u>31.19%</u>





# CITY OF KYLE, TEXAS

## Indian Paintbrush lift station

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Indian Paintbrush lift station. ~ *Leon Barba, P.E., City Engineer*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ Indian Paintbrush WW Interceptor Evaluation PER - DRAFT
- ☐ Indian Paintbrush WW Interceptor Evaluation PER - DRAFT (2)
- ☐ Indian Paintbrush WW Interceptor Evaluation PER - DRAFT (3)





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# **CITY OF KYLE**

## **INDIAN PAINTBRUSH WASTEWATER INTERCEPTOR EVALUATION**

2017 ROTATION LIST NO.: K16-17-3

TASK ORDER NO.: 5

CP&Y PROJECT NO.: KYLE1700460.51

## **PRELIMINARY ENGINEERING REPORT**

February 2019

DRAFT

This Preliminary Engineering Report presents the results of the preliminary study and provides the design criteria and recommendations for the Indian Paintbrush Wastewater Interceptor. This report evaluates and recommends an alignment for approximately 20,000 LF of wastewater line to accommodate projected future flow increases.

CP&Y, Inc.  
TBPE Registration Number: F-1741  
Expiration Date: 09/30/2019



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Figure 5 – Recommended Alignment Easement Detail Map, Part 4
Figure 6 – Recommended Alignment Easement Detail Map, Part 5

## APPENDICES

Appendix A – Preliminary Plan and Profile Sheets
Appendix B – Environmental Constraints Summary Report





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## EXECUTIVE SUMMARY

In October 2018, the City of Kyle (City) authorized CP&Y, under Contract No. K16-17-3, Task Order No. 5, to provide engineering services to evaluate and recommend an alignment for approximately 20,000 LF of 24-inch or 36-inch diameter wastewater line from the existing Indian Paintbrush Lift Station to the proposed Bunton Creek Interceptor in the vicinity of Bunton Lane. The proposed wastewater line will allow the decommissioning of the Indian Paintbrush Lift Station and accommodate future flow increases due to anticipated growth.

The proposed interceptor is anticipated to be 36-inch diameter with a slope of 0.18%. This size diameter is based on providing a pipe capacity such that the pipe will convey the ultimate projected peak flow of 13.74 MGD at approximately 80% of the full pipe capacity. The primary method of construction is anticipated to be primarily open-cut with 36-inch fiberglass reinforced plastic (FRP) or PVC pipe. The proposed alignment recommendation is shown in Appendix A Preliminary Plan & Profile Sheets C1-C15.

The Engineer's Opinion of Probable Construction Cost (OPCC) is \$10,899,000, which includes a 25% contingency.

Following the study of flow projections, existing utilities, environmental impacts, alignment alternatives review, and evaluation of OPCC, CP&Y makes the following recommendations:

- The OPCC of the Interceptor Alternative as shown in Section 7 of this report is significantly higher than the proposed lift station expansion (\$1.7M) described in the Indian Paintbrush Lift Station Improvements Preliminary Engineering Report dated November 5, 2018;
- Based on discussions with the City of Kyle, the future development and service area on the east side of the wastewater model boundary is not anticipated to require City wastewater service for approximately 15 – 20 years;
- Lift station improvements provide a more cost-effective solution for the next 15 – 20 years, as compared to the Indian Paintbrush Lift Station Improvements Preliminary Engineering Report dated November 5, 2018;
- Incorporate the Interceptor into the long-range Wastewater Master Plan to schedule funding of the project for such a time that conveyance of the additional flows is needed;
- Begin coordination with the Plum Creek Conservation District to develop a pipeline corridor that will allow future installation and maintenance and minimize impacts to the Site 6 Dam;
- Easements for this alignment should not be acquired prior to further study and survey of the alignment. There is a likelihood of development in the area that can potentially impact the route and acquisition of easements;
- Further environmental study and agency coordination will need to be conducted prior to final design of the interceptor.

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Ryan D. Owen, P.E.

Project Manager

CP&Y, Inc.





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## **1.0 BACKGROUND**

### **1.1 Authorization**

In October 2018, the City of Kyle (City) authorized CP&Y, under Contract No. K16-17-3, Task Order No. 5, to provide engineering services to evaluate and recommend an alignment for approximately 20,000 LF of 24-inch or 36-inch diameter wastewater line from the existing Indian Paintbrush Lift Station to the proposed Bunton Creek Interceptor in the vicinity of Bunton Lane. The proposed wastewater line will allow the decommissioning of the Indian Paintbrush Lift Station and accommodate future flow increases due to anticipated growth.

### **1.2 Scope**

This project includes a preliminary alignment and design alternatives for a new wastewater interceptor to accommodate future flow increases and the decommissioning of the Indian Paintbrush Lift Station. The Preliminary Engineering Report includes the following:

- An evaluation of record drawings, wastewater master plan reports and modeling data as well as GIS data provided by the City;
- cursory review of the flow projection information provided by the City, anticipated flow projections from the Dacy Lane Multi-Family development, and flow projection calculations;
- Analysis and GIS mapping of potential environmental constraints discovered via desktop review and limited site visits, including recommendations for more detailed field investigations and permitting requirements;
- Discussion of recommended materials and construction methodology including comparison of open cut versus trenchless construction and easement acquisition;
- Evaluation of potential alignments and recommendations based on review of existing property lines, topography, and surface features;
- Analysis of required easements for the proposed alignment;
- Evaluation of Indian Paintbrush Lift Station decommissioning and development of general construction phasing; and
- A preliminary Engineer's Opinion of Probable Construction Cost (OPCC).





## 2.0 FLOW PROJECTION REVIEW

Flow projections are based on the City of Austin Wastewater Systems design criteria, Section 2.9.4, where residential single-family units (Living Unit Equivalents, or LUE) are assumed to produce an average wastewater flow of 245 gallons per day. Peak Dry Weather Flow (PDWF) is developed from the formula:  $Q_{pd} = [(18 + (0.0206 \times F)^{0.5}) / (4 + (0.0206 \times F)^{0.5})] \times F$ , where  $F = 70$  gal./person/day  $\times$  population/1440 = average dry-weather flow in gpm. Peak Wet Weather Flow (PWWF) is obtained by adding inflow and infiltration (I/I) to the PDWF, where I/I = 750 gallons per day per acre served.

CP&Y developed two flow projection scenarios for the sizing of the Indian Paintbrush Interceptor. Scenario A is generally projected to convey ultimate flows from the Indian Paintbrush Lift Station and Scenario B is generally projected to convey ultimate flows from the Indian Paintbrush Lift Station plus future developable land area at the east portion of the City of Kyle wastewater model boundary. The existing Indian Paintbrush Lift Station is sized to convey 1.6 million gallons per day (MGD), with expected ultimate flows to the lift station of 2.8 MGD.

### 2.1 Flow Projection Calculations

The first scenario, Scenario A, includes flow from the existing Indian Paintbrush Lift Station and the Dacy Lane Multi-Family development. Using data provided by the developer, the number of units that will be included in the development were used to develop the amount of Average Daily Flow (ADF) Dacy Lane Multi-Family would produce. Table 1 - Average Daily Flow Calculations for Dacy Lane Multi-Family Development summarizes the ADF calculated based on number of units and assumed full-time residents per unit. The Dacy Lane development was found to produce an ADF of 0.06 MGD.

**Table 1 - Average Daily Flow Calculations for Dacy Lane Multi-Family Development**

Dacy Lane Development Average Daily Flow Calculation				
Unit Type	Bedrooms	Bathrooms	No. of Units	Occupant per Unit <sup>1</sup>
A	1	1	12	12
B	2	2	131	262
C	3	2	106	318
C3	3	2	36	108
D	4	2	36	144
Clubhouse			1	5
<b>Total</b>			<b>322</b>	<b>849</b>
Gallon per Capita per Day <sup>2</sup>				70
Gallons per Day				59,430
<b>MGD</b>				<b>0.06</b>

The Peak Dry Weather Flow (PDWF) was calculated to be 0.22 MGD using the City of Austin PDWF equation from the wastewater system design criteria. The Peak Wet Weather Flow (PWWF) was calculated using the following:

- Dacy Lane PWDF: 0.22 MGD

<sup>1</sup> Occupant assumptions made based on number of bedrooms for each unit.

<sup>2</sup> Gallon per Capita per Day of 70 was derived from the City of Austin's Wastewater System Design Criteria.





- Dacy Lane Inflow and Infiltration<sup>3</sup> (I/I): 0.02 MGD
- Alignment I/I: 0.02 MGD
- Indian Paintbrush LS PWWF: 2.8 MGD

In Scenario A, the interceptor will need to convey an ultimate peak flow of 3.06 MGD

Scenario B includes flow calculated from the existing Indian Paintbrush Lift Station plus flows from areas anticipated to develop as shown in the Hydraulic Model Update Sanitary Sewer Improvements Map Potential Development Areas, Dated May 4<sup>th</sup>, 2017 provided by the City. The roughly 3,640 acres of future development area is indicated in the referenced map to be served in the future by the “Future Crosswinds Interceptor,” which generally matches the service area used for sizing this line. The ADF from the additional service area was calculated using data provided by the city and is summarized in Table 2.

**Table 2 - Additional Service Area ADF Calculation Summary**

Additional Service Area Average Daily Flow Calculation <sup>4</sup>			
Service Area Section	LUE/Acre	Total Area Acreage	Total LUEs
Mixed Use-1	4.60	669.20	3,078.32
Mixed Use-1	4.60	277.30	1,275.58
Mixed Use-1	4.40	149.60	658.24
Mixed Use-1	3.30	477.80	1,576.74
Mixed Use-1	3.40	655.80	2,229.72
Mixed Use-1	4.70	666.20	3,131.14
Crosswinds MUD		443.60	1,750.00
Kyle Estates East		300.20	1,226.00
<b>Total</b>		<b>3,639.70</b>	<b>14,925.74</b>
Gallon per Day per Single-Family Unit <sup>5</sup>			245
Gallons per Day			3,656,806.30
<b>MGD</b>			<b>3.66</b>

The Peak Dry Weather Flow (PDWF) was calculated to be 8.21 MGD using the City of Austin PDWF equation from the wastewater system design criteria. The Peak Wet Weather Flow (PWWF) was calculated using the following:

- Additional Service Area PDWF: 8.21 MGD
- Additional Service Area Inflow and Infiltration (I/I): 2.73 MGD
- Indian Paintbrush LS PWWF: 2.8 MGD

In Scenario B, the interceptor will need to convey an ultimate peak flow of 13.74 MGD.

<sup>3</sup> Inflow and Infiltration calculated using the City of Austin's Wastewater System Design Criteria of 750 gallons per acre per day for I/I calculations.

<sup>4</sup> Information in Table 3 was provided by the City of Kyle in 2017 Hydraulic Model Update, Sanitary Sewer Improvements Map, Potential Development Area, Full Build-Out Design Storm.

<sup>5</sup> Gallon per Day per Single-Family Home of 245 was derived from the City of Austin's Wastewater System Design Criteria.



## 2.2 Pipe Sizing

The full-pipe flow capacity of a gravity interceptor can be calculated utilizing Manning's Equation:

$$Q = \frac{1.49}{n} A R_h^{2/3} S^{1/2}$$

Where

$Q$  = flowrate, cubic feet per second (cfs)

$n$  = Manning's Coefficient, typical value of 0.013

$A$  = Area of pipe, square feet (ft<sup>2</sup>)

$R_h$  = Hydraulic radius of pipe (area of pipe divided by wetted perimeter), feet (ft)

$S$  = Pipe slope, 0.0018 ft/ft<sup>6</sup>

Table 3 summarizes the capacity of each flow projection scenario and provides a recommendation for the slope of each flow scenario.

**Table 3 – Flow Projection Scenarios for Indian Paintbrush Wastewater Interceptor Capacity**

Flow Projection Scenarios for Indian Paintbrush Wastewater Interceptor Capacity						
Scenario	Pipe Diameter (inches)	Area (ft <sup>2</sup> )	Hydraulic Radius (ft)	Min. Slope (ft/ft)	Capacity (cfs)	Capacity (MGD)
A	24	3.14	0.50	0.0018	9.62	<b>6.22</b>
B	36	7.07	0.75	0.0018	28.37	<b>18.34</b>

The recommended size and slope of the proposed interceptor is based on providing a capacity such that the ultimate projected peak flow for each scenario is 80% of the full-pipe capacity. CP&Y recommends the approach of utilizing the flows in Scenario B for this evaluation so that the proposed project not only relieves flows to the existing Indian Paintbrush Lift Station, but by upsizing the pipe from 24-inch to 36-inch allows for the conveyance of flows from the adjacent basin, opening up large areas for future development. Therefore, at 80% capacity (14.67 MGD), the 36-inch pipe diameter of Scenario B meets the ultimate peak flow of 13.74 MGD.

## 3.0 SUBSURFACE UTILITY ENGINEERING (SUE)

Quality Level D subsurface utility engineering (SUE) will be performed as a part of the investigation of the existing site conditions. Level D SUE typically includes gathering digital records, an internet search and site observations. CP&Y reviewed existing oil and gas pipeline locations within the project area, and major lines are shown on the Plan and Profile sheets. CP&Y will conduct additional QL-D SUE investigation within public right-of-way following the review and comment of the proposed wastewater pipeline alignment by the City of Kyle. Level D SUE is only intended to be used for planning purposes during the preliminary phase of a project, then supplemented with more detailed SUE information during the Design Phase.

<sup>6</sup> After review of the set elevations of the upstream and downstream alignment tie-in points, existing ground elevations based on GIS data, anticipated drop between manholes, TCEQ slope requirements and to provide future flexibility, CP&Y determined a reasonable preliminary slope to be 0.18%.





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## 4.0 ENVIRONMENTAL EVALUATION

An environmental constraints analysis was performed in January 2019 for the proposed project. The desktop analysis included a preliminary assessment of waters of the U.S., threatened / endangered species habitat, cultural resources and hazardous materials. The majority of the study areas were not accessible due to a lack of right-of-entry on private property; therefore, constraints in the vicinity of the alignment were only able to be field verified from public right-of-way. The study area location and the full analysis is identified in Appendix B – Environmental Constraints Summary Report

The environmental evaluation determined the following:

- Waters of the U.S. are present within the study areas.
- The golden orb and the Texas pimpleback, two of the 16 federally-listed threatened, endangered or candidate species known to occur within Hays County, may be present in the project area. There is also potential for suitable habitat for the Texas fatmucket, a federal candidate species.
- There are no historic properties within the study area.
- Hazardous materials are not expected to affect the proposed project, but there are gas transmission lines and an above-ground control station that will be evaluated during design.

As a result of the environmental evaluation, the following actions may be required to take place during design / prior to construction:

- A Nationwide Permit (NWP) 12 – Utility Lines is anticipated to be necessary to permit any impacts to Plum Creek and its' adjacent wetlands.
- More detailed investigations with right-of-entry will be required to complete a thorough assessment of the potential for species habitats and the need for presence/absence surveys or consultation with U.S. Fish and Wildlife Service (USFWS).
- Coordination with the Texas Historical Commission (THC) will need to be conducted to determine the level of effort required for archeological investigations.
- A more detailed regulatory database search and site visit is recommended to determine the likely presence/absence of hazardous material issues such as recent spills and contaminated soils and/or groundwater.

## 5.0 MATERIALS AND METHODS OF CONSTRUCTION

The following subsections include a discussion of materials and methods of construction that were considered and recommended for the interceptor improvements.

### 5.1 Materials of Construction

Per the City of Kyle General Construction Notes, gravity sewer pipe material shall be SDR-26 polyvinyl chloride (PVC) if located greater than nine (9) feet from a waterline. Closer than nine (9) feet to a waterline, pipe shall be pressure-rated. PVC pipe at a diameter of 36-inches is generally not available as SDR 26, however PS115 is available for a 36-inch diameter gravity sewer. At this size, Fiberglass Reinforced Plastic (FRP) is a common material of construction for gravity sewer and can also be cost competitive with PVC. CP&Y will evaluate these materials during design to confirm applicability at the design depths and cost comparison to finalize a pipe material recommendation.





Manholes shall be precast reinforced concrete manholes conforming to ASTM C478. The manholes shall be installed with a liner per the City of Austin's Standard Products list. The manholes shall have cast iron ring and covers which shall contain the City of Kyle logo.

## **5.2 Methods of Construction**

For the purposes of this report, two installation methods were considered for installing a new pipeline: Open-Cut and Trenchless. The sections that follow will explore the unique qualities of each and will conclude with a comparison of each technology given the specific parameters of the project ultimately leading to the recommended process for the project.

### **5.2.1 Open-Cut**

The Open-Cut method of pipe installation is traditionally the most commonly used form of pipe installation technology. In areas where utility easements allow for construction and maintenance, bury depths are reasonable and separation distances from other existing utilities are adequate, the Open-Cut method is generally the easiest and least costly method of pipe installation. Open-Cut installation allows the installer to easily correct any vertical or horizontal changes. The City of Kyle requires a trench width around the pipe of the pipe diameter plus an additional 6 to 12-inches on either side of the pipe<sup>7</sup>.

### **5.2.2 Trenchless**

Trenchless methods of pipe installation are typically used in conjunction with the Open-Cut method for areas where space is not available for an open trench or when making crossings under rivers, roads, existing structures and trees. Trenchless methods can include bore and jack, hand mined tunneling, microtunneling, and horizontal directional drilling. The particular method to be specified on a project will need to consider the geotechnical conditions, length of the crossing, potential risks, impacts to features such as the Plum Creek Conservation District (PCCD) Soil Conservation Service Site 6 Reservoir, and other existing considerations. If trenchless construction techniques are anticipated to be utilized on this project, they will be reviewed further during design to determine the appropriate method.

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<sup>7</sup> City of Kyle Standard Wastewater Details.



### 5.2.3 Method of Construction Evaluation

Table 4 below outlines the advantages and disadvantages of each installation technology both in general and as they relate to the specific parameters of the current project.

**Table 4 – Pipe Installation Method Comparison**

Pipe Installation Method		
Installation Method	Advantages	Disadvantages
Open-Cut	<ul style="list-style-type: none"> <li>Commonly used where there is adequate easement available</li> <li>Generally the least expensive alternative</li> <li>Allows for highly accurate vertical alignment</li> </ul>	<ul style="list-style-type: none"> <li>Requires wide and cleared area along the alignment for material laydown and equipment access</li> <li>Disruptive to surface</li> <li>Trench box / shoring required</li> <li>Numerous permitting requirements</li> <li>May require temporary construction easement</li> <li>Typically requires removal or pruning of trees</li> <li>Ground survey required</li> </ul>
Trenchless	<ul style="list-style-type: none"> <li>Reduced soil disturbance</li> <li>A single localized area can be used to install different pipes</li> <li>Protects ecosystem and adjacent areas</li> <li>Reduces the excavation and shoring costs</li> <li>Ability to construct beneath surface facilities while maintaining operation</li> </ul>	<ul style="list-style-type: none"> <li>More costly alternative than Open-Cut</li> <li>Risk of encountering unknown conditions which may impact success of crossing</li> <li>Generally deeper to avoid conflicts with existing utilities.</li> <li>Higher degree of accuracy needed on grade for gravity pipeline crossings.</li> </ul>

### 5.2.4 Method of Construction Recommendation

Any pipeline installed using the Open-Cut method will be considered new by TCEQ and is required to meet all current design requirements of TCEQ Chapter 217 Subchapter C – Conventional Collection System, including separation distances.

Based on an evaluation of the advantages and disadvantages of each construction method, CP&Y recommends Open-Cut construction in areas that allow sufficient access. Further design development may indicate the need for Trenchless construction methods in areas with restricted construction access and when making crossings under rivers, roads, existing structures and tress. The construction method may change as design of the interceptor continues.

## 6.0 ALIGNMENT EVALUATION

CP&Y reviewed five potential alignments to determine the best route. The alignments that were considered are shown in Figure 1. In general, constraints reviewed for the alignment evaluation include:

- Maintain minimum cover and adequate slope along entire alignment;
- Minimize property impacts and existing facilities/infrastructure ;
- Avoiding areas with constructability concerns, such as steep slopes;
- Minimizing impact to the Plum Creek Conservation District (PCCD), Site 6 Dam;
- Minimize depth for gravity sewer as much as practical;



- Including service to the Dacy Lane Multi-Family Development;
- Avoiding existing utility conflicts along the alignment; and
- Minimizing impact to system operations during construction.

Alignment 1 was initially proposed to generally follow Porter Creek, and provide a concept of the natural grade from the upstream end of the project at the Lift Station to the downstream end at the Bunton Creek Interceptor, while generally following existing property lines. This alignment resulted in inadequate cover in multiple areas along the route. The most concerning area was approximately 2,000 LF between Bunton Lane and Cotton Gin Road in the vicinity of the Walton Texas LP property. Alignment 1 also included a significantly deep section where the pipe invert was up to 60-feet below grade due to the significant change in topography between the PCCD Site 6 Dam and Goforth Road.

Alignment 2 was proposed primarily to avoid the Plum Creek Site 6 Dam by routing the alignment east to Goforth Road. This alignment was eliminated due to segments totaling 4,100 linear feet having a depth in excess of 50-feet. These locations are along Goforth Road near the PCCD Site 6 Dam, and an area located between Bunton Lane and Cotton Gin Road . These depths create difficulties for both construction and future maintenance of the interceptor.

Alignment 3 has more desirable depths in the vicinity of the PCCD Site 6 Dam, however this alignment was eliminated for two reasons. This alignment has a larger impact on the newly constructed as compared to the other alignment alternatives due to its proximity to the concrete dam structure, and this alignment leads to segments of alignment that did not have adequate depth of cover.

Alignment 4 was developed to determine the feasibility of an alignment to the west of the PCCD Site 6 Dam. The west side of the reservoir is much less steep bank than the east side, therefore the alignment is located further from the creek centerline as compared to the east alignments. This will create a difficulty connecting the interceptor to future service areas east of the creek. In addition, this alignment impacts an additional 26 properties due to a more significant impact to residential properties, making this alignment alternative less desirable.

Alignment 5, described below, was developed as a result of reviewing the optimal segments of the above noted alignments.

## **6.1 Recommended Alignment**

Alignment 5 is the recommended alignment based on the following:

- The alignment ties in to the Bunton Creek Interceptor at the Bunton Creek Station 57+05 where the interceptor transitions from a 36-inch main to a 42-inch main.
- The upstream end of the alignment matches Manhole A-1 at the Indian Paintbrush Lift Station.
- The alignment maintains a minimum of 42-inches of cover throughout the route.
- The alignment has a maximum depth of 40-feet of cover at the PCCD Site 6 Dam. A portion of this may be trenchless to minimize open trench construction at this depth. Note that this is maximum depth of cover for pipelines, not depth of manholes. We will work with operations and maintenance staff to determine maximum allowable manhole depth during the design phase.
- The 37 easements required for the alignment are documented in Figures 2 through 6 and





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- Table 5. Easement widths are currently shown as 50 ft. wide based on depths of cover and workspace required for construction and maintenance of large diameter wastewater lines. In addition, approximately 30 feet of temporary construction easement is recommended. Final easement needs determination and acquisition should not commence until further engineering and survey is completed to confirm surface elevations, environmental impacts, and route feasibility.
  - Creek crossings are designed to be perpendicular crossings to create minimal impact to the creek channels.

The alignment proximity to the PCCD Site 6 Dam will require further coordination with the Plum Creek Conservation District to confirm permitting requirements and allowable limits of construction. It is recommended that prior to design, further coordination with the Plum Creek Conservation District occurs to ensure the design minimizes impacts to the PCCD area, while allowing for long term maintenance access of the pipeline.





**Table 5 – Alignment Easement Impacted Parcels Information**

Indian Paintbrush Wastewater Interceptor Improvements – Impacted Easements			
Parcel ID	HCAD ID	Parcel Number	Owner Name
1	R44178	9166-R	HILL KENNETH LOUIS
2	R44179	9167-R	HILL, KENNETH
3	R44180	9168-R	KIM YOUMI & JIN SOOHYUN
4	R44181	9169-R	HERRERA GERARDO & ALBINA
5	R44182	9170-R	HILL KENNETH LOUIS
6	R29539	9765-R29539	SALAZAR JOSE & JUANA
7	R29541	9766-R29541	SALAZAR JOSE & JUANA
8	R29542	9767-R29542	GARCIA TERRY J SR
9	R29543	9768-R29543	LATTIMORE, LANCE K
10	R86102	9769-R86102	BYRD ROSE MARIE
11	R29546	9770-R29546	HILL, FOREST
12	R29547	9771-R29547	STOBER DANIEL LEE &
13	R17382	13177-R17382	PEREZ MARY &
14	R17391	13392-R17391	KIMBRO JOHN
15	R17369	13394-R17369	GROTH CATHERINE
16	R17395	13395-R17395	DURON PEDRO & LINDA
17	R14008	14213-R14008	RODRIGUEZ, ANGEL
18	R13986	14240-R13986	SALMON, JOSEPH P
19	R11553	14253-R11553	ILSE WILLIAM E &
20	R11509	14579-R11509	WALTON TEXAS LP
21	R13688	14585-R13688	WC KYLE 200 LP
22	R37851	15290-R37851	PARCHER MARIA
23	R26463	15911-R26463	CRUZ, RAQUEL
24	R26464	15912-R26464	DENNETT DREW
25	R26466	15913-R26466	GARCIA JOSE & LOPEZ MARIA CARMEN
26	R26467	15914-R26467	MATA RICARDO & SUSAN
27	R26468	15915-R26468	REBOLLER SALVADOR & HERMELINDA
28	R26469	15916-R26469	EVANS, MARILYNN SUE
29	R26471	15917-R26471	CARBAJAL ELIZABETH
30	R26472	15918-R26472	PANTOJA JUAN C & JUANA M
31	R11507	18000-R11507	LOWER COLORADO RIVER AUTHORITY
32	R94345	20024-R94345	EVANS CHARLES & LEWIS-EVANS TERESA
33		20223-R	
34	R15997	29159-R15997	DEVELOPMENT SOLUTIONS CW LLC
35	R140836	29964-R140836	ESPINOZA BALDEMAR & FLOR S
36	R144746	29966-R144746	ESPINOZA BALDEMAR & FLOR S
37	R13695	35540	MAGNOLIA RESERVE LLC





## 7.0 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Table 6 includes the Engineer's Opinion of Probable Construction Cost (OPCC) for the improvements project based on the above evaluation and proposed alignment shown in Appendix A. The OPCC shown has been developed from prior bid tabulations, industry standards and coordination with manufacturers. Easement acquisition costs are not included in the OPCC.

**Table 6 – Opinion of Probable Construction Cost**

Indian Paintbrush Wastewater Interceptor Improvements - OPCC					
Item	Description	Unit	Quantity	Unit Price	Total
1	Preparing Right-of-Way	AC	27	\$5,000.00	\$135,000.00
2	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
3	54 In. Steel Casing Pipe	LF	200	\$800.00	\$160,000.00
4	Standard Precast Manhole w/Pre-Cast Base, 72" Dia.	EA	36	\$18,000.00	\$648,000.00
5	Wastewater Manhole Vent	EA	23	\$4,000.00	\$92,000.00
6	Trench Excavation Safety Protective Systems (all depths)	LF	22,990	\$10.00	\$229,900.00
7	Pipe, 36 Dia. FRP (all depths), including Excavation and Backfill	LF	22,990	\$295.00	\$6,782,100.00
8	Native Seeding for Erosion Control	AC	43	\$2,000.00	\$86,000.00
9	Protective Fencing Type A Chain Link Fence (Typical Application - High Damage Potential)	LF	200	\$5.00	\$1,000.00
10	Stabilized Construction Entrance	EA	4	\$2,500.00	\$10,000.00
11	Silt Fence for Erosion Control	LF	45,980	\$2.00	\$92,000.00
12	Storm Water Pollution Prevention Plan (SWPPP)	EA	1	\$5,000.00	\$5,000.00
13	Demolish/Abandon Existing Lift Station	LS	1	\$40,000.00	\$40,000.00
14	Connect to Bunton Creek Interceptor (Sta 0 + 00.0)	LS	1	\$10,000.00	\$10,000.00
15	Project Signs	EA	2	\$1,500.00	\$3,000.00
16	Mobilization (5%)	LS	1	\$415,200.00	\$415,200.00
Total =					\$8,719,200.00
Contingency (25%) =					\$2,179,800.00
<b>Grand Total =</b>					<b>\$10,899,000.00</b>

The above OPCC includes the following assumptions:

- The OPCC is in 2019 dollars, and does not include escalation or sales tax.
- Excavation of soils only, no rock excavation.
- Does not include easement acquisition, design, and survey costs.





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## 8.0 LIFT STATION DECOMMISSIONING

Following construction of the proposed interceptor alternative, the Indian Paintbrush Lift Station will be decommissioned. The cost for the lift station demolition is included in the Engineer's Opinion of Probable Construction Cost. In general, the recommended construction sequencing is as follows:

- Construct the Indian Paintbrush Interceptor from downstream to upstream;
- Following interceptor construction and testing, divert flow from the lift station to the interceptor at Manhole A-1;
- With all flow diverted to the new interceptor, begin demolition of existing structures and equipment at the lift station.

## 9.0 RECOMMENDATIONS

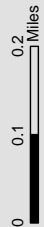
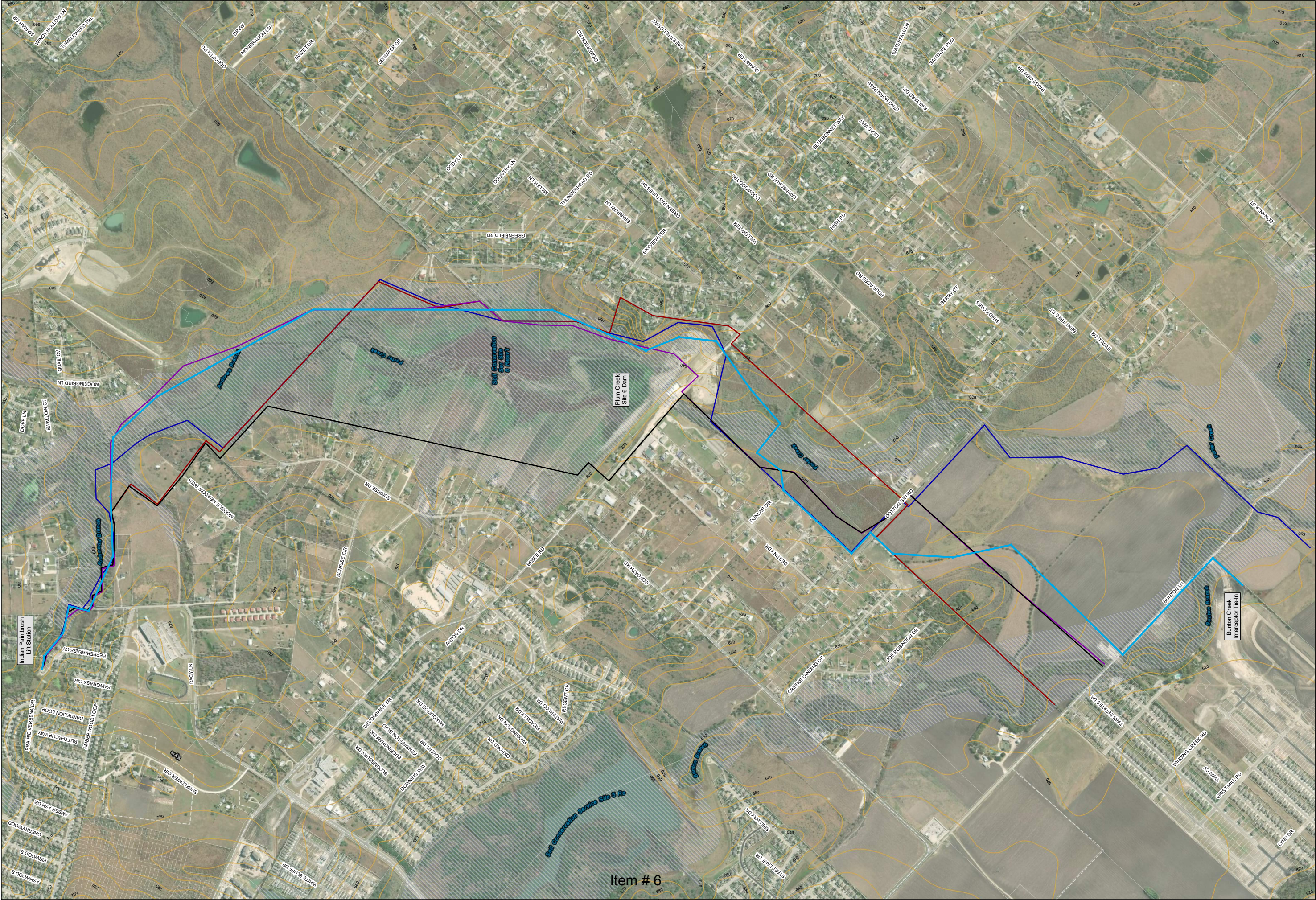
Following the study of flow projections, existing utilities, environmental impacts, alignment alternatives review, and evaluation of OPCC, CP&Y makes the following recommendations:

- The OPCC of the Interceptor Alternative as shown in Section 7 of this report is significantly higher than the proposed lift station expansion (\$1.7M) described in the Indian Paintbrush Lift Station Improvements Preliminary Engineering Report dated November 5, 2018;
- Based on discussions with the City of Kyle, the future development and service area on the east side of the wastewater model boundary is not anticipated to require City wastewater service for approximately 15 – 20 years;
- Lift station improvements provide a more cost-effective solution for the next 15 – 20 years, as compared to the Indian Paintbrush Lift Station Improvements Preliminary Engineering Report dated November 5, 2018;
- Incorporate the Interceptor into the long-range Wastewater Master Plan to schedule funding of the project for such a time that conveyance of the additional flows is needed;
- Begin coordination with the Plum Creek Conservation District to develop a pipeline corridor that will allow future installation and maintenance and minimize impacts to the Site 6 Dam;
- Easements for this alignment should not be acquired prior to further study and survey of the alignment. There is a likelihood of development in the area that can potentially impact the route and acquisition of easements;
- Further environmental study and agency coordination will need to be conducted prior to final design of the interceptor.



## FIGURES

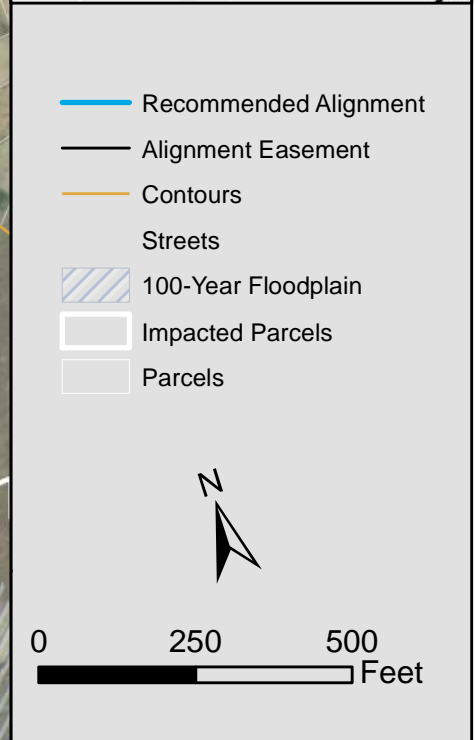
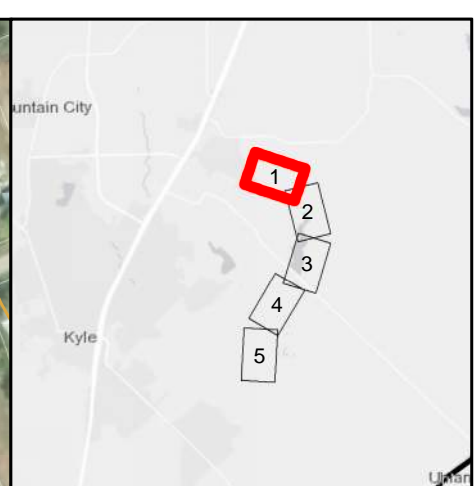




**City of Kyle**  
Indian Paintbrush Wastewater Interceptor Improvements  
Preliminary Engineering Report  
**Figure 1 - Alignment Alternatives Overview**

- Legend**
- Alignment 5
  - Alignment 4
  - Alignment 3
  - Alignment 2
  - Alignment 1
  - Contours
  - 100-Year Floodplain
  - Parcels





# City of Kyle

## Indian Paintbrush Wastewater Interceptor Improvements Preliminary Engineering Report

### FIGURE 2

Alignment Easement  
Details, Part 1







- Recommended Alignment
- Alignment Easement
- Contours
- Streets
- 100-Year Floodplain
- Impacted Parcels
- Parcels



0 250 500 Feet

# City of Kyle

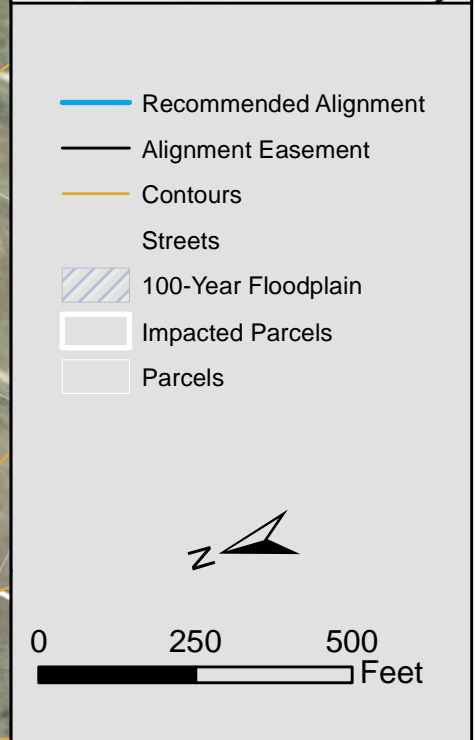
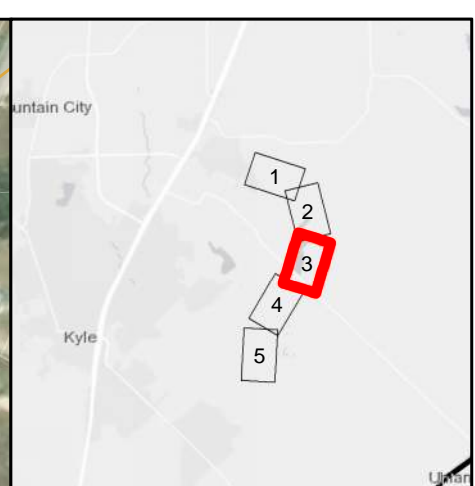
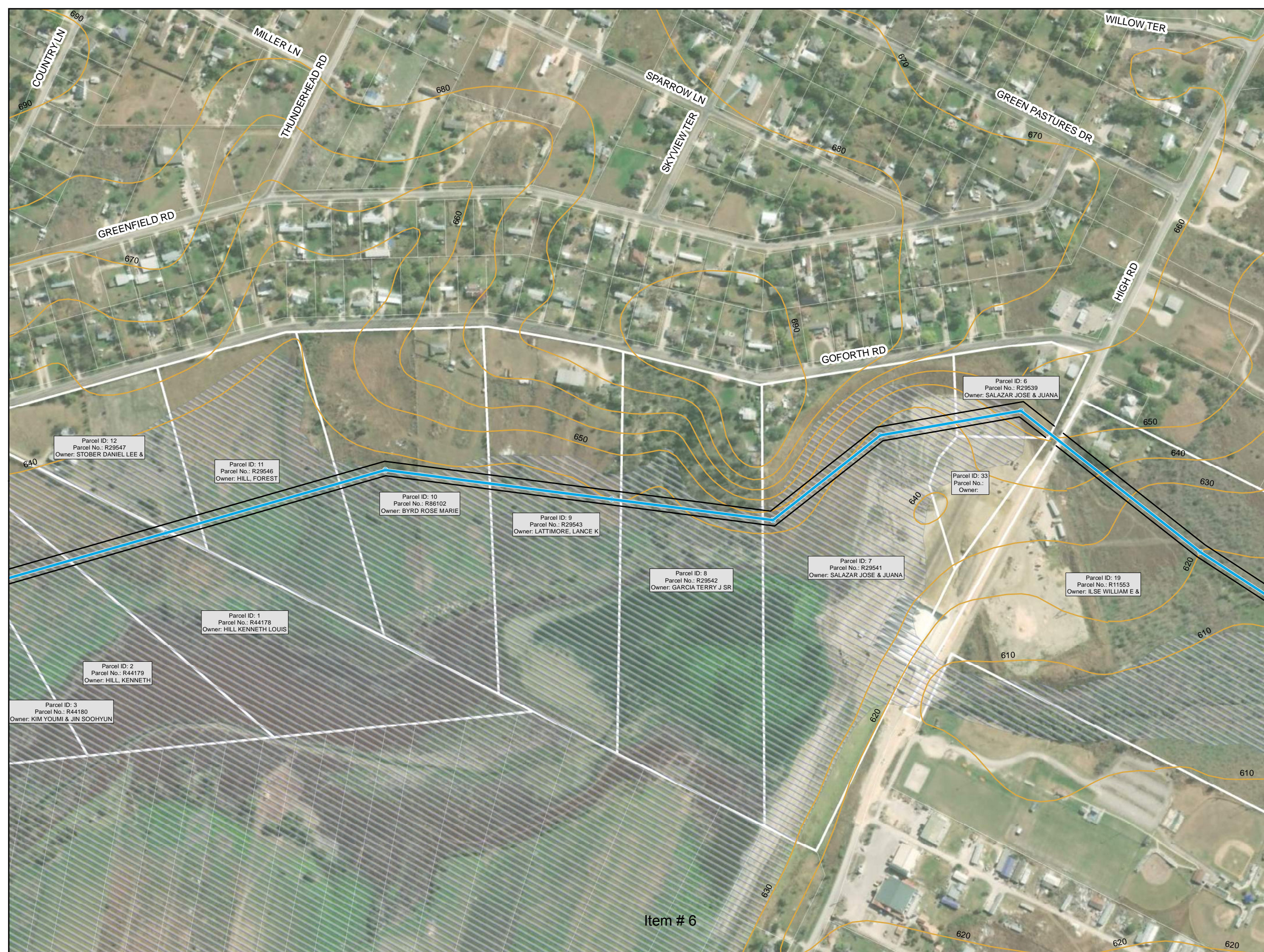
## Indian Paintbrush Wastewater Interceptor Improvements Preliminary Engineering Report

### FIGURE 2

Alignment Easement  
Details, Part 2







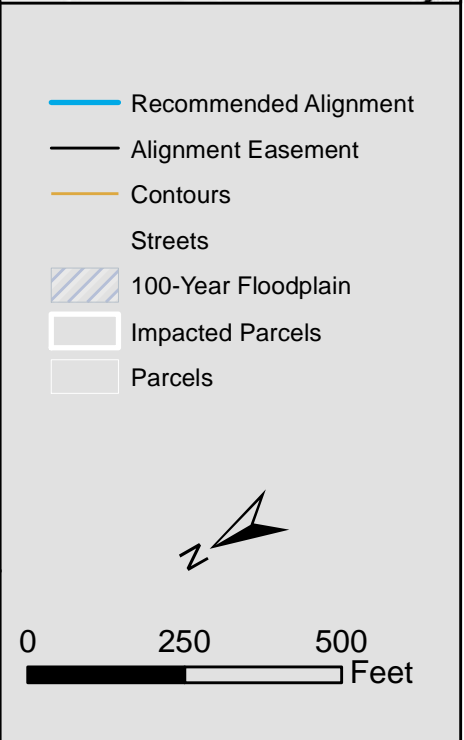
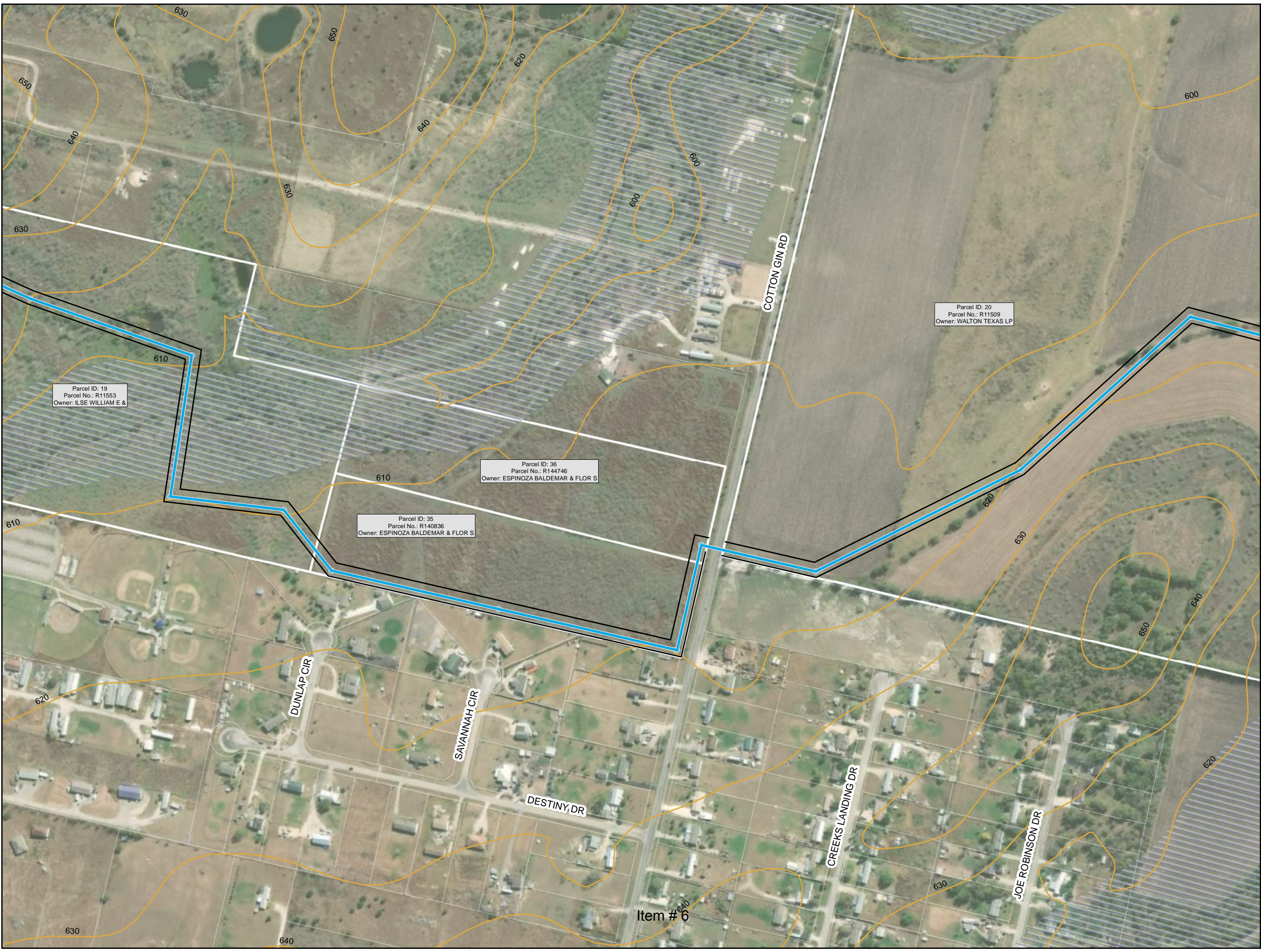
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**Indian Paintbrush**  
**Wastewater Interceptor**  
**Improvements**  
**Preliminary Engineering**  
**Report**

**FIGURE 4**  
Alignment Easement  
Details, Part 3

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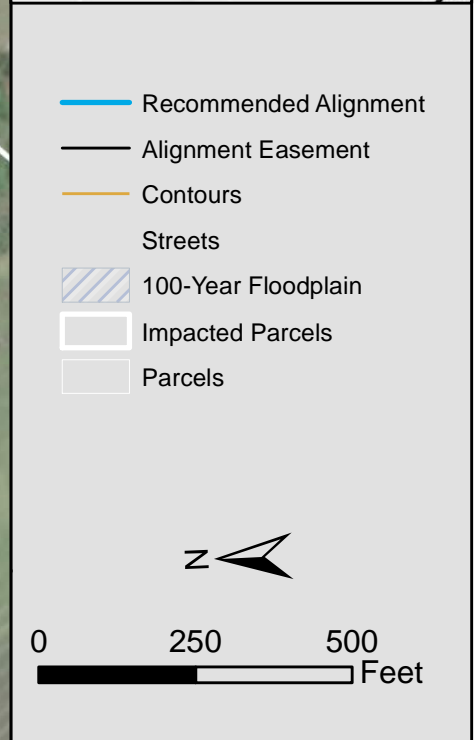
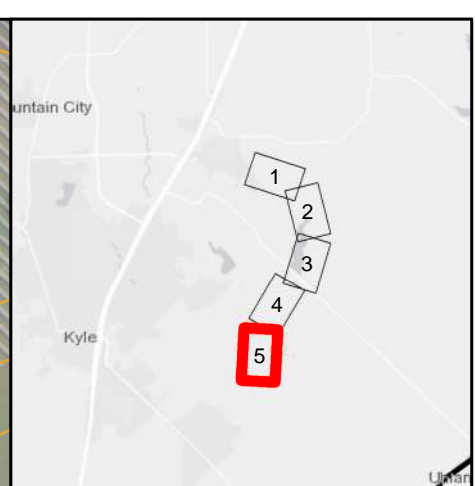
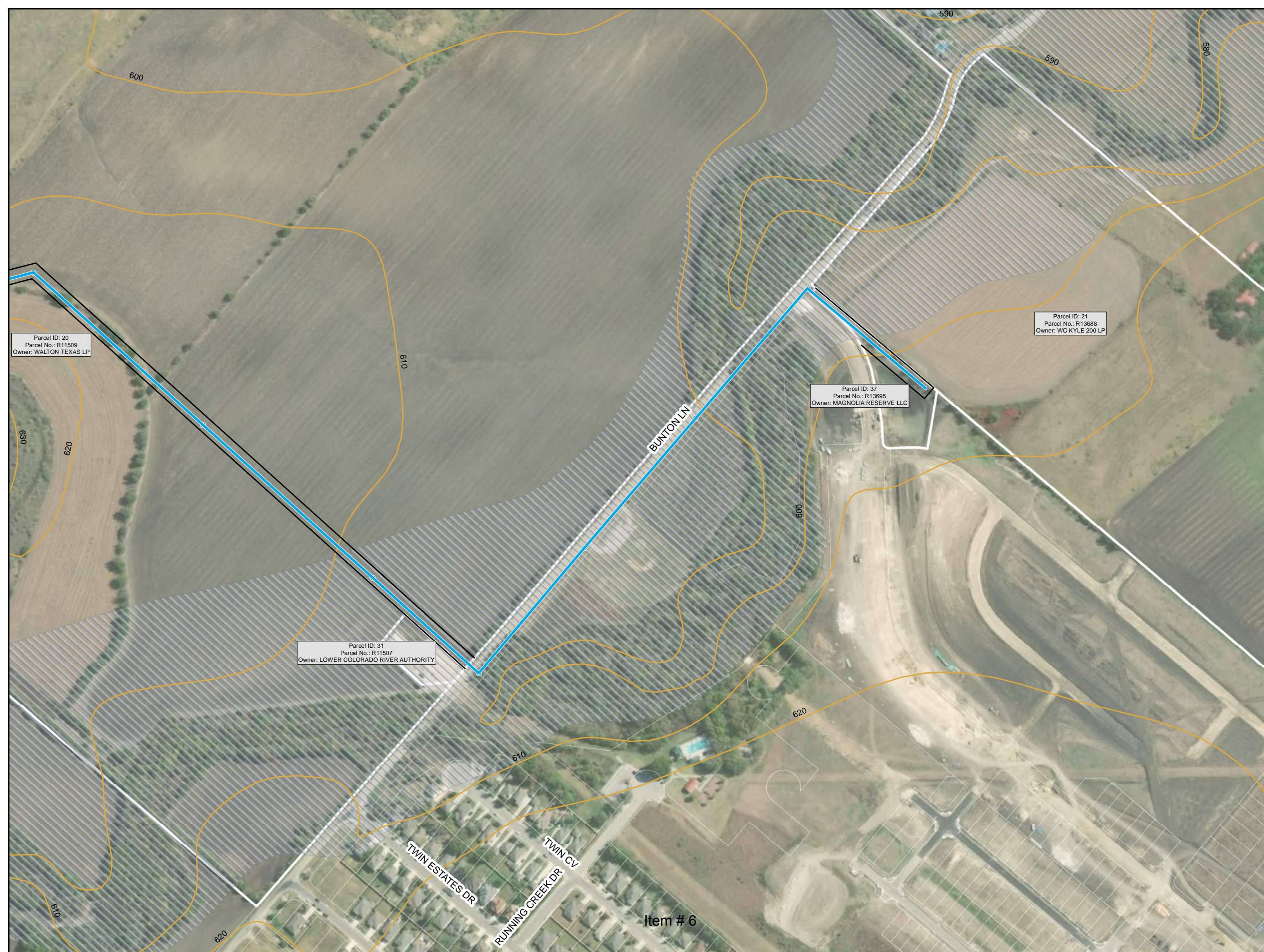
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**FIGURE 5**  
Alignment Easement  
Details, Part 4

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**FIGURE 6**  
Alignment Easement  
Details, Part 5

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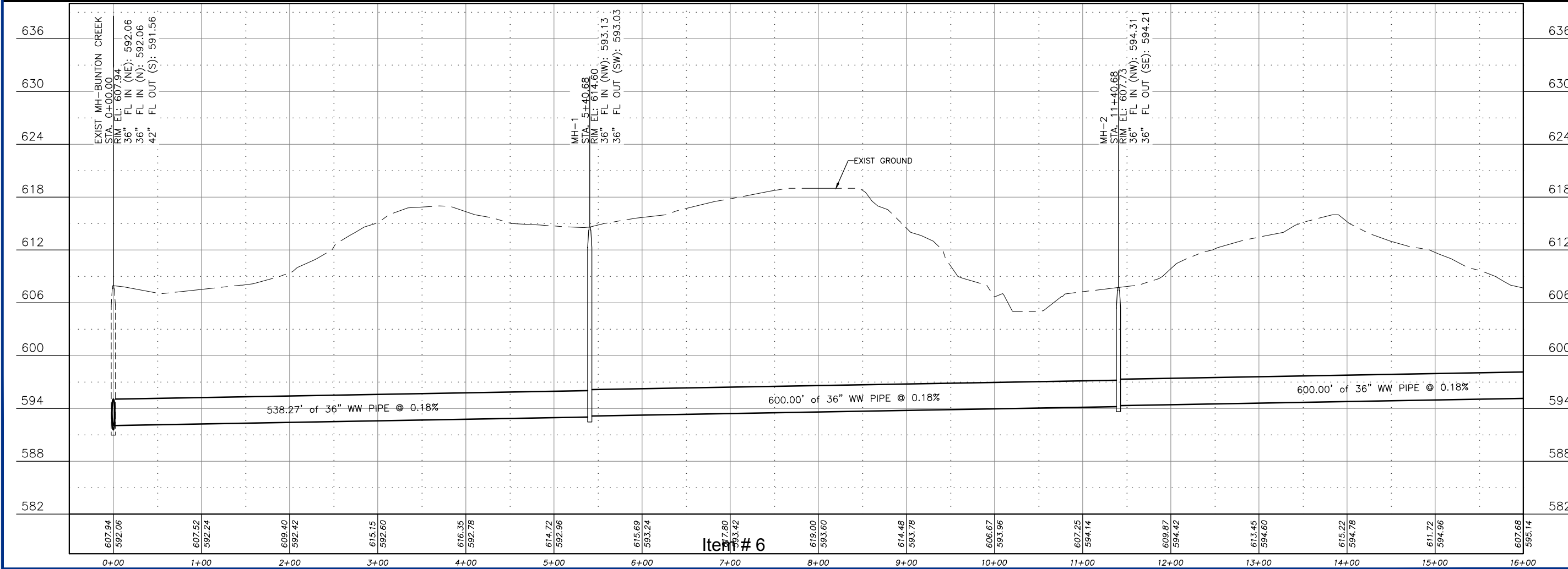
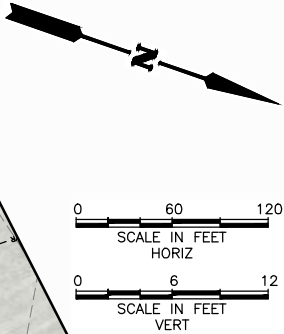
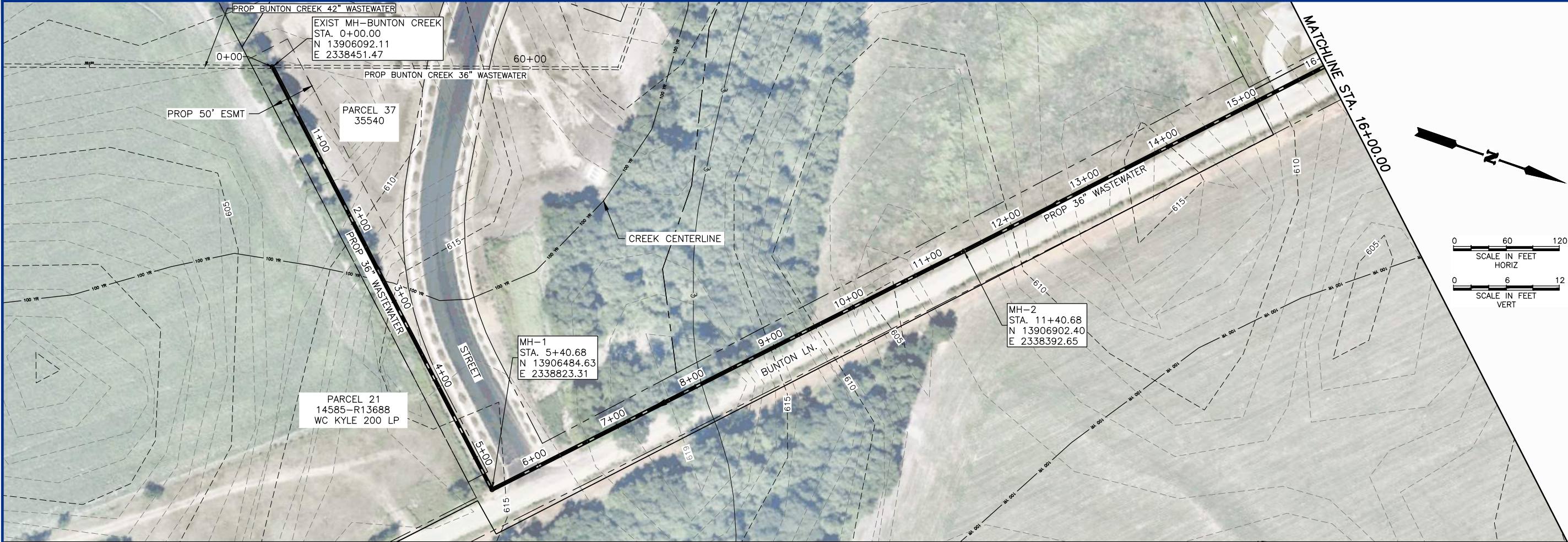




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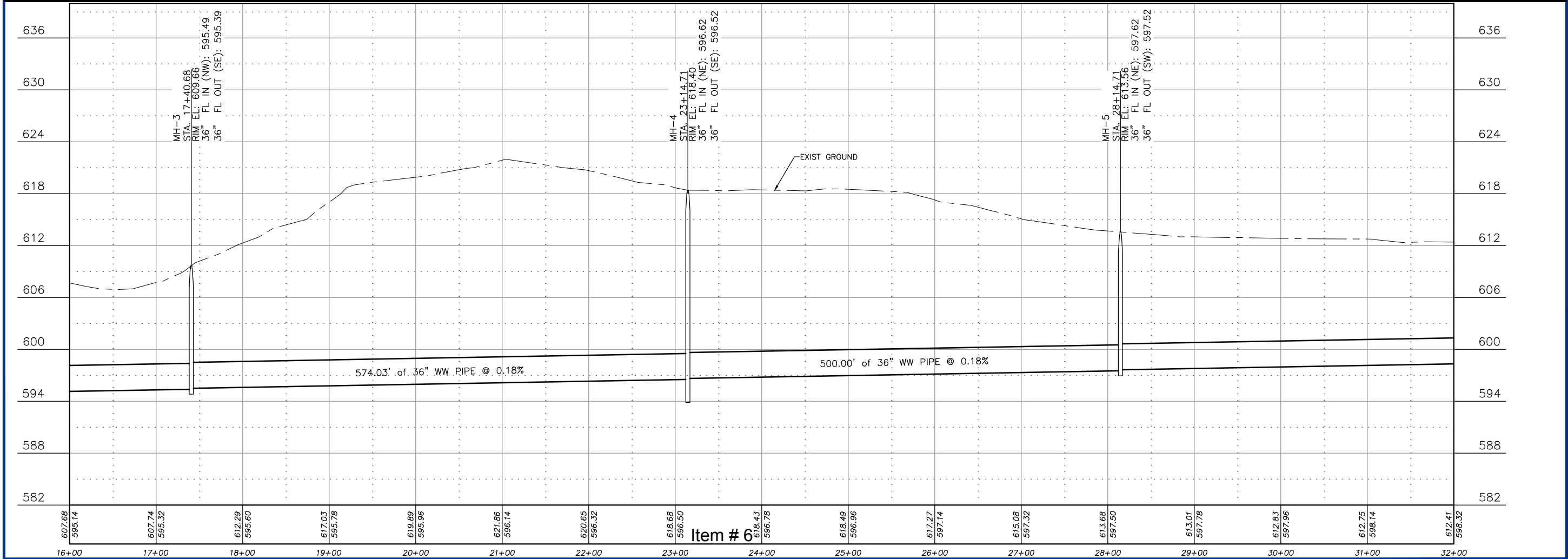
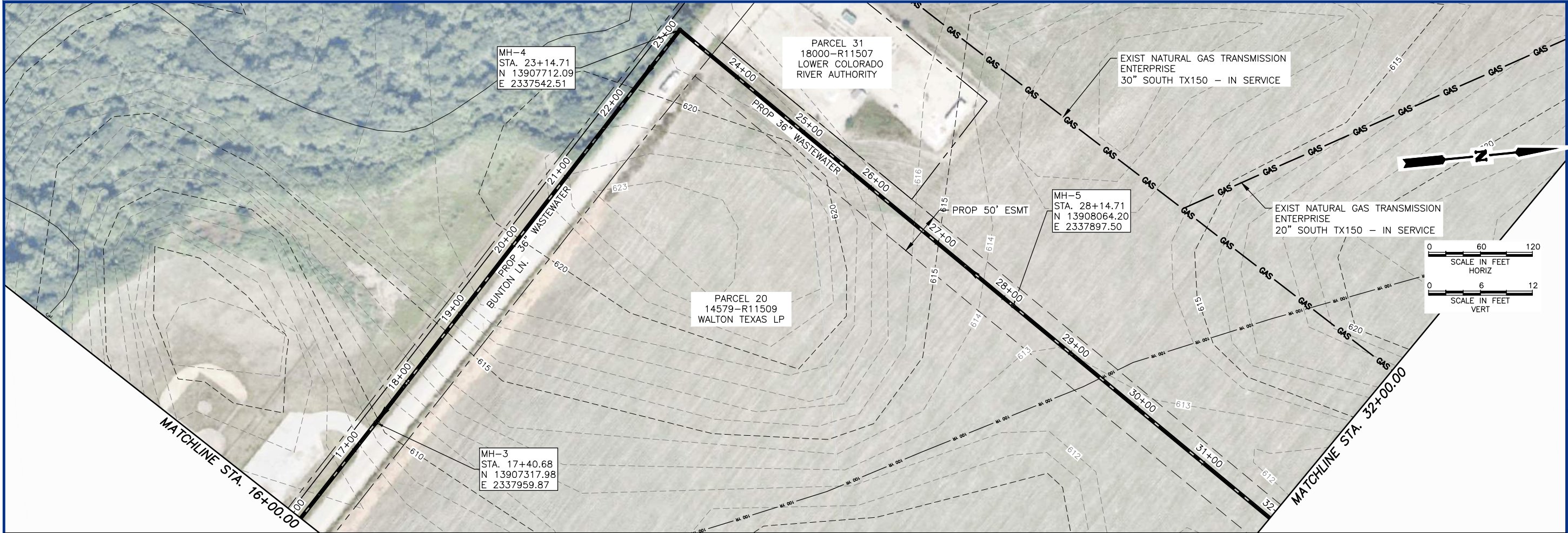
## **Appendix A – Preliminary Plan and Profile Sheets**



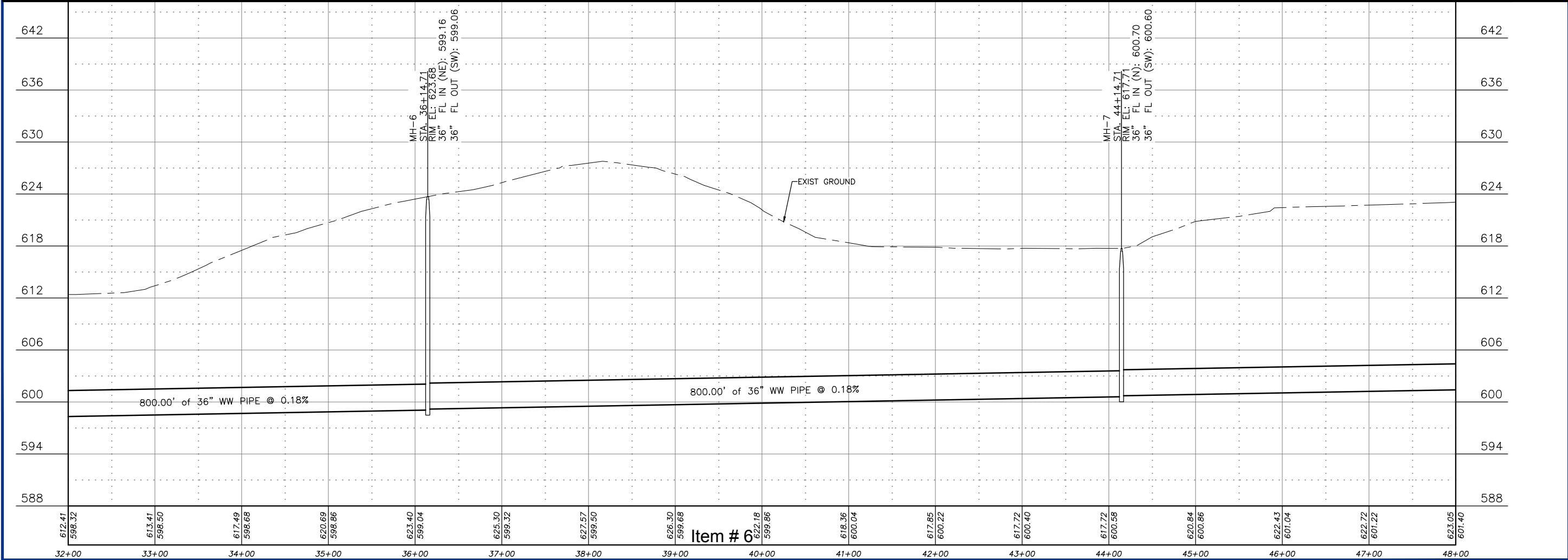
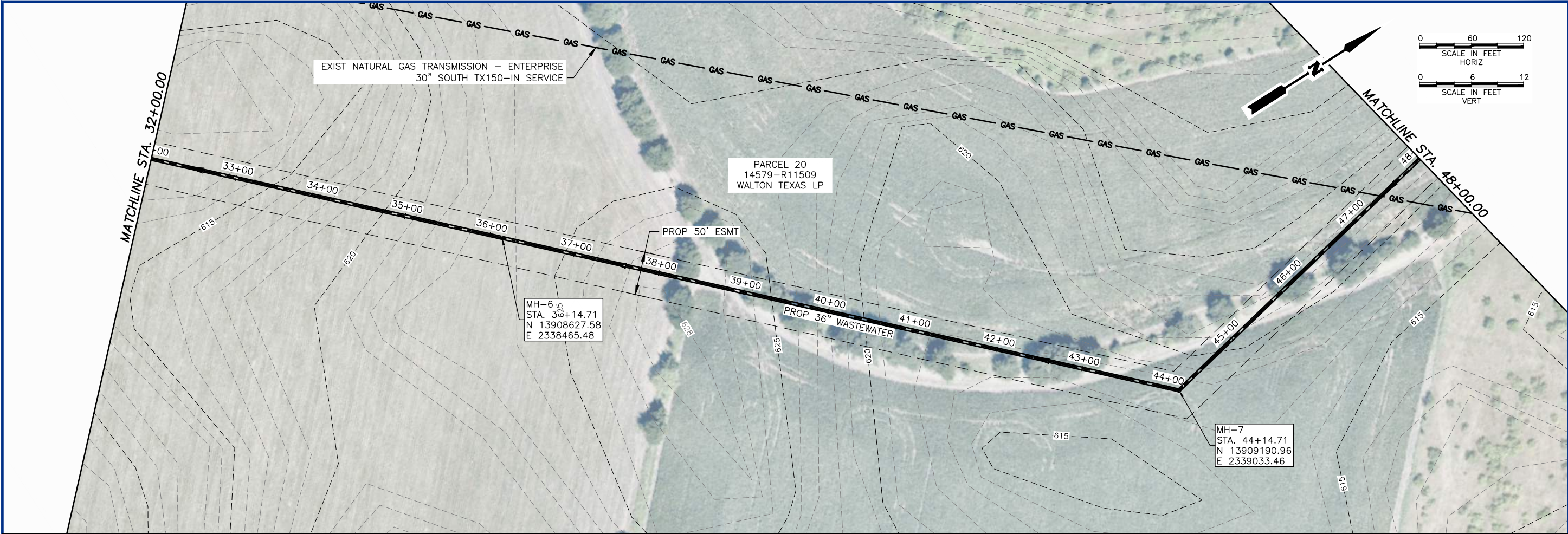


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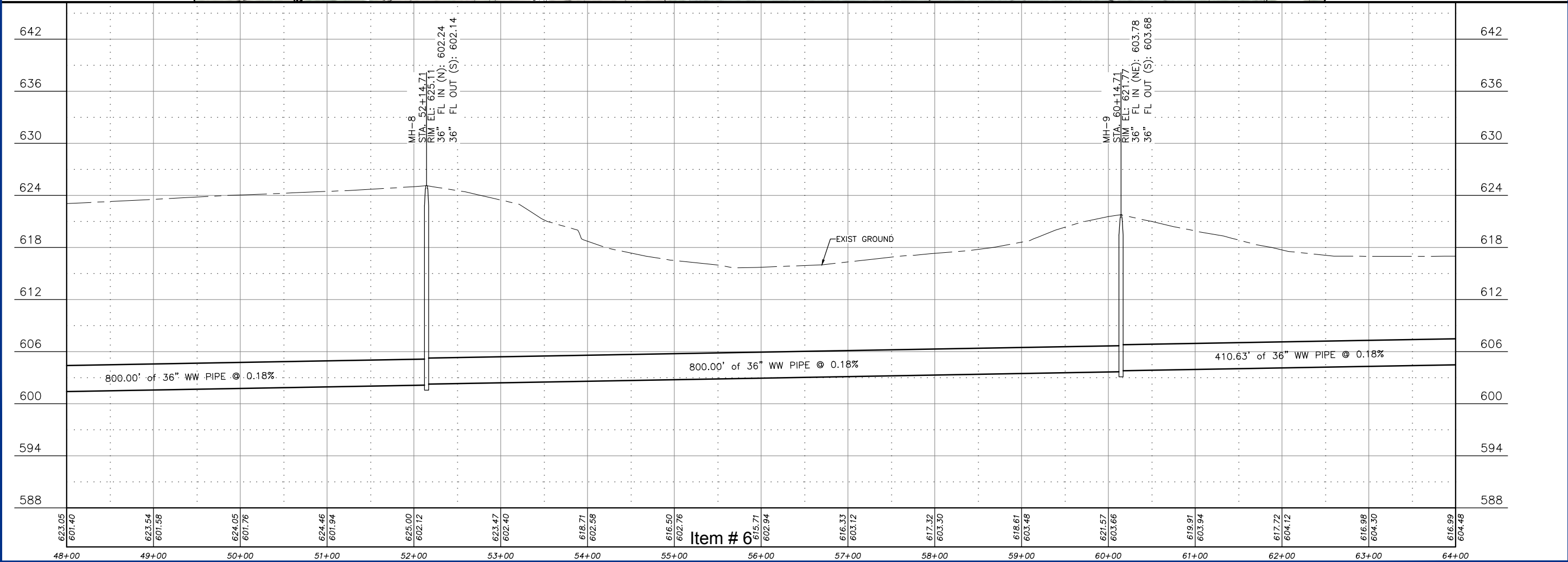
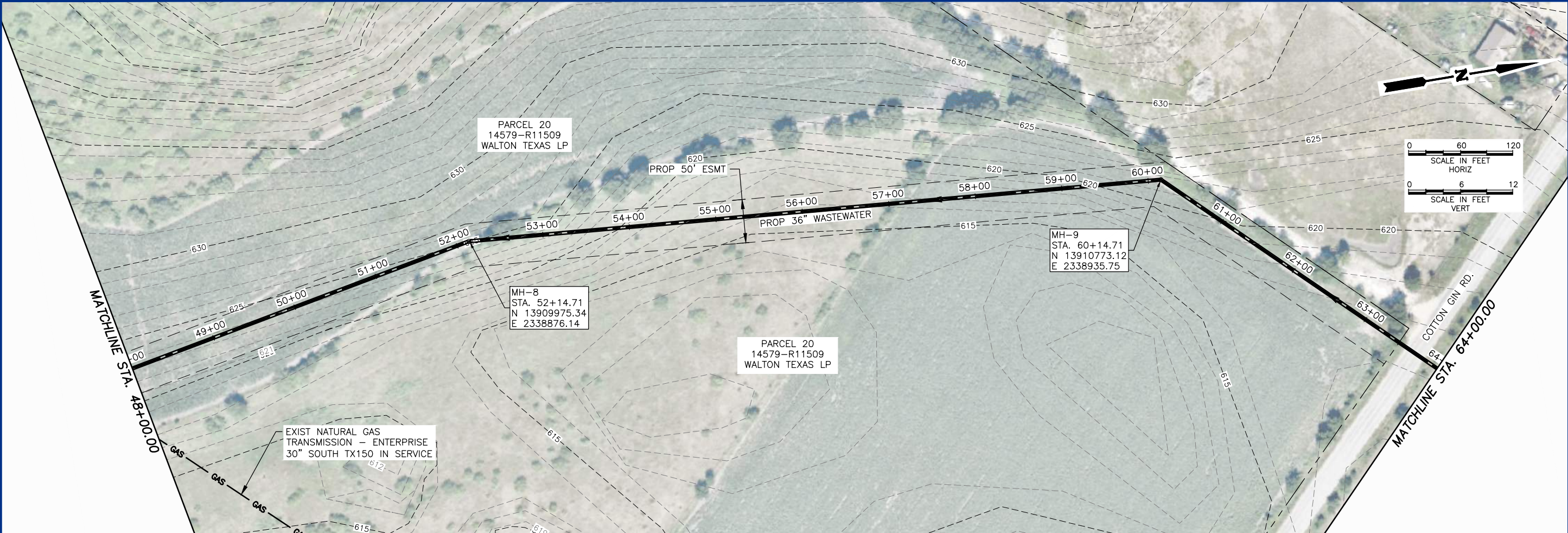




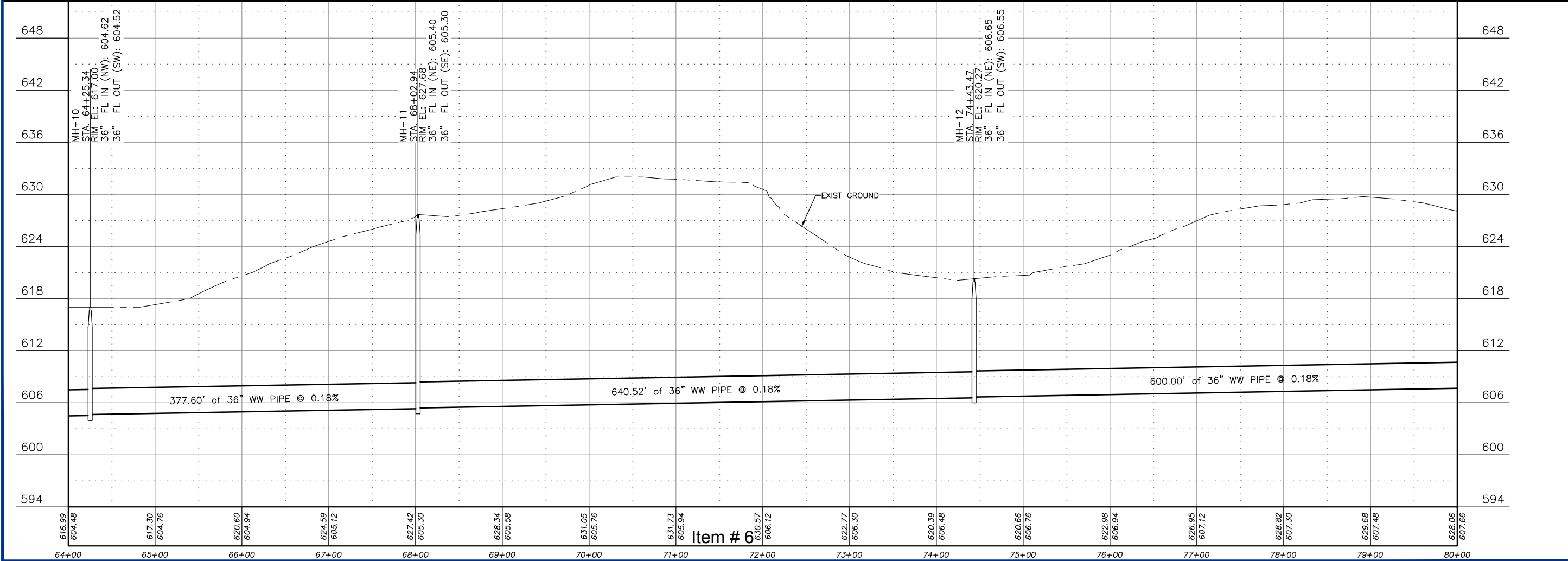
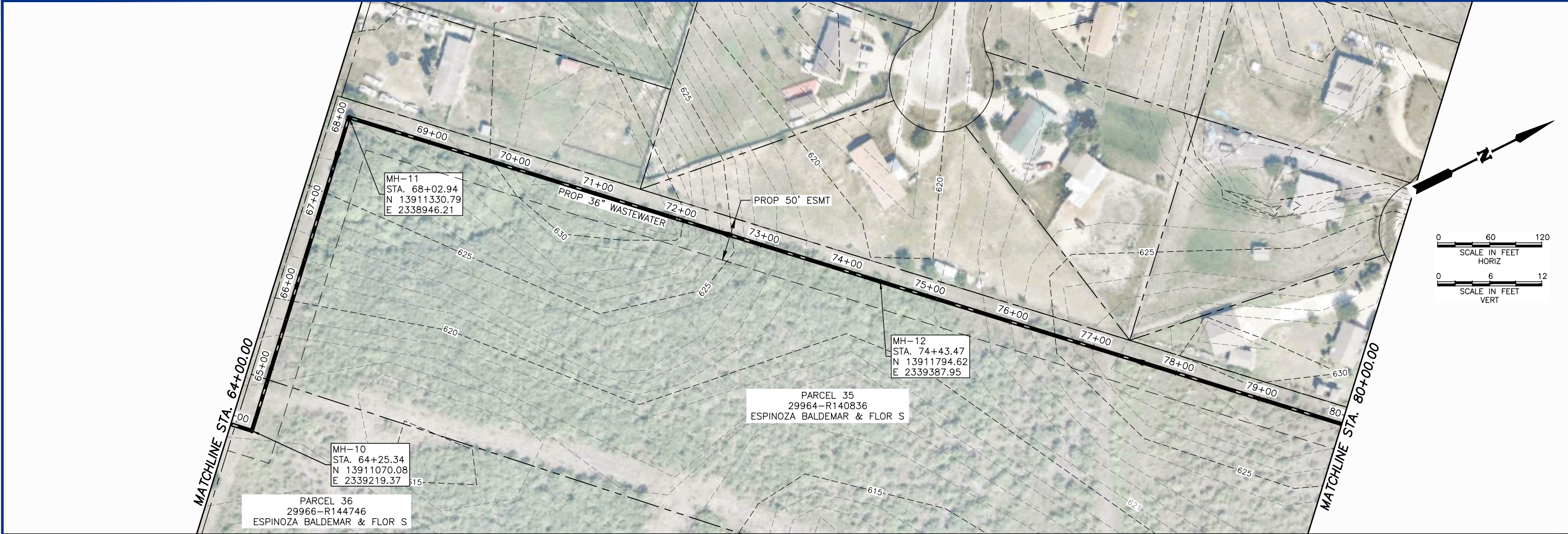


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598.32	598.50	598.68	598.86	599.04	599.32	599.50	599.68	599.86	600.04	600.22	600.40	600.58	600.86	601.04	601.22	601.40

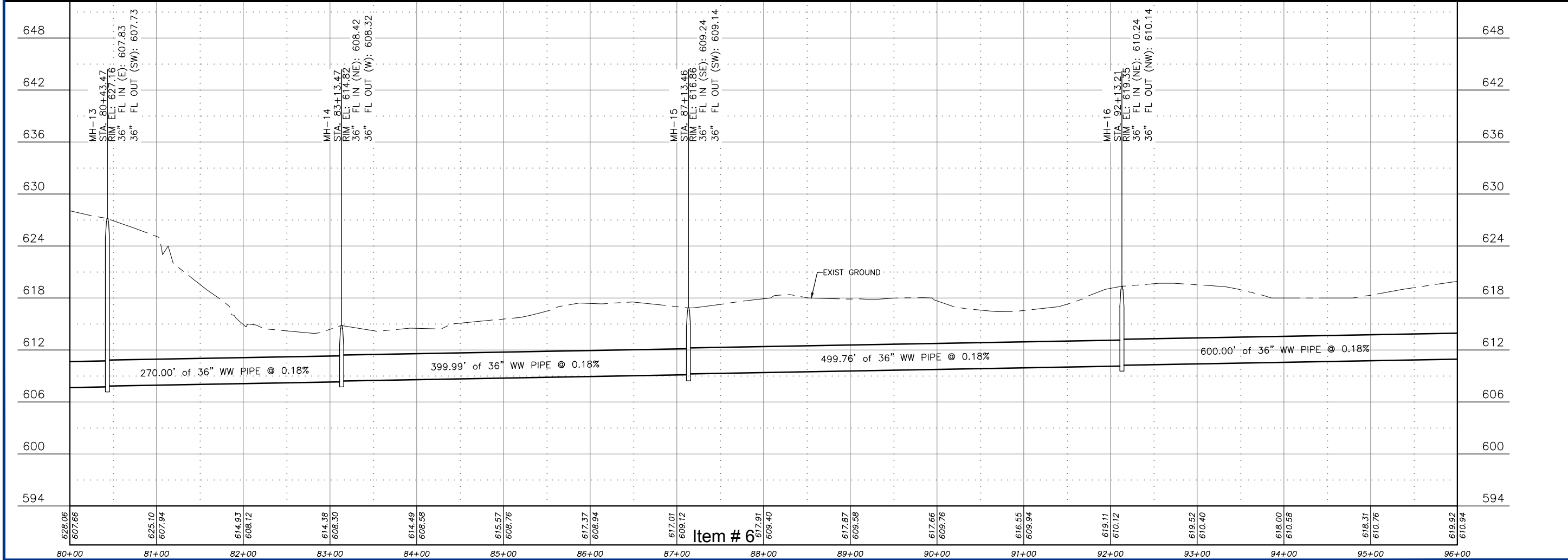
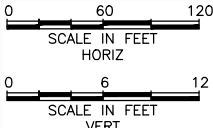
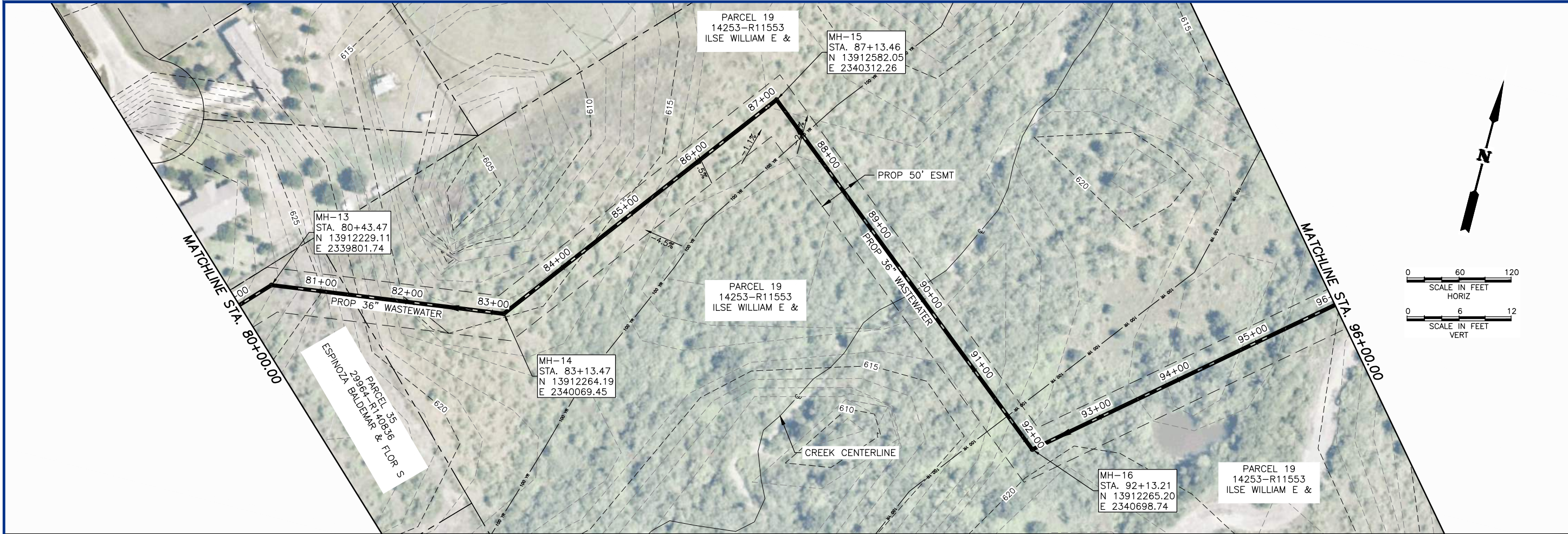






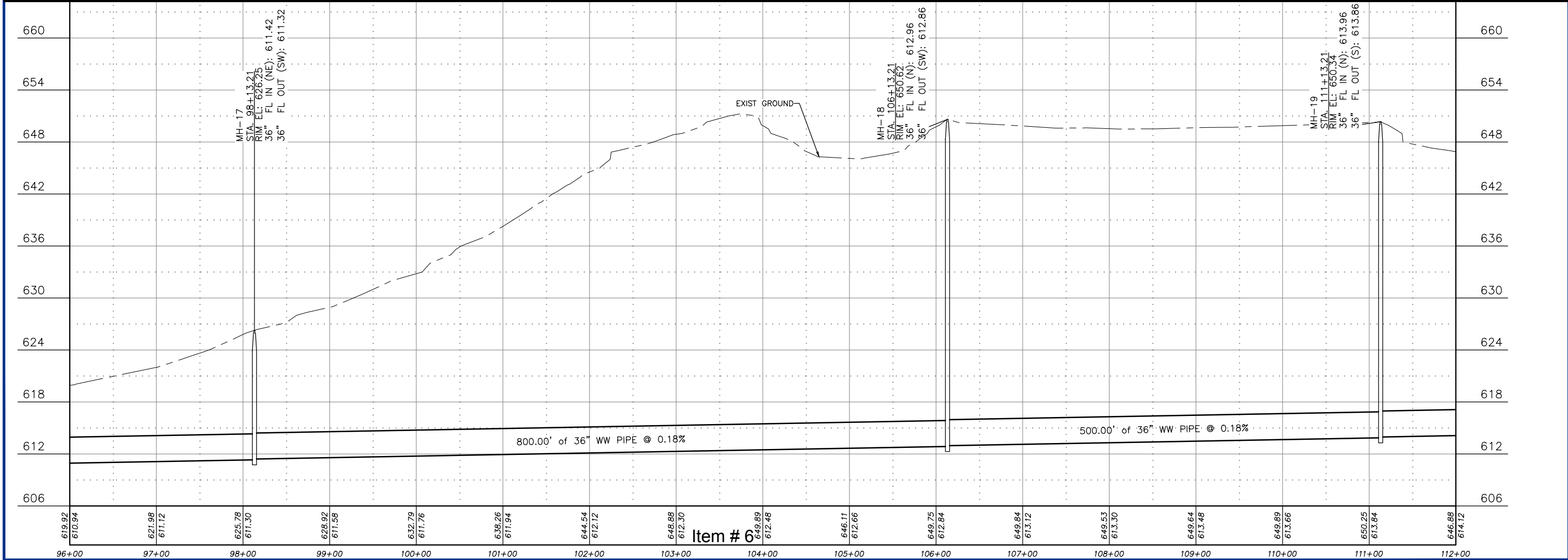
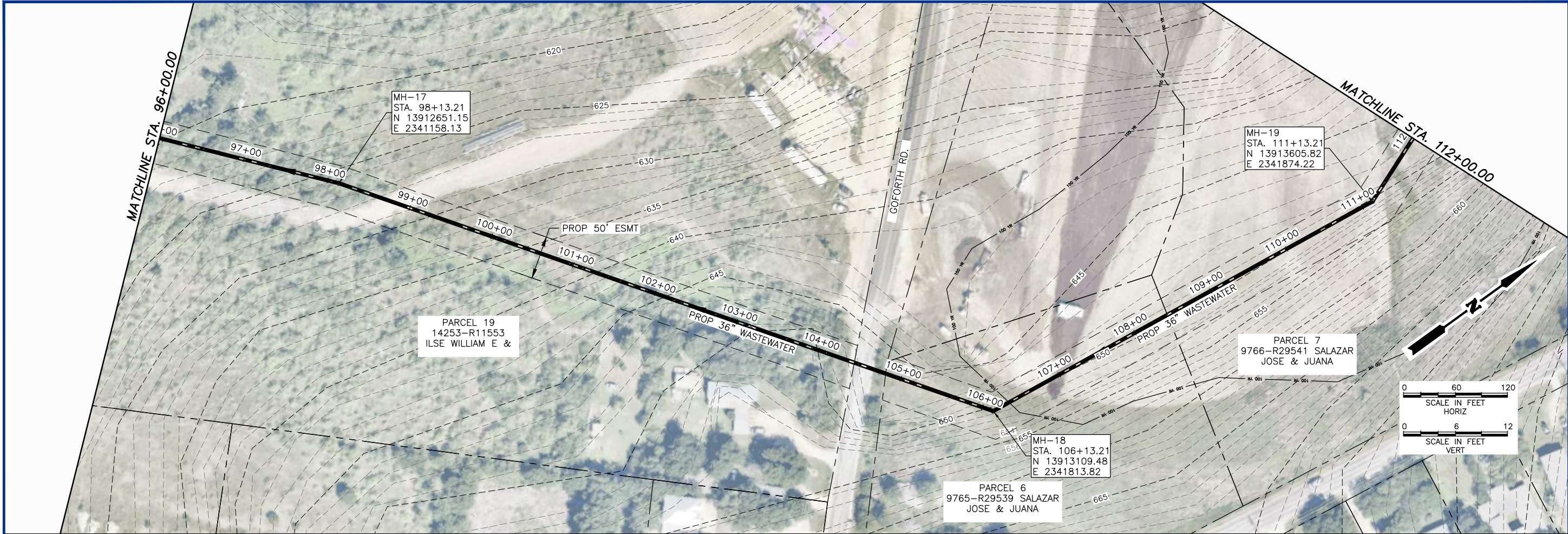




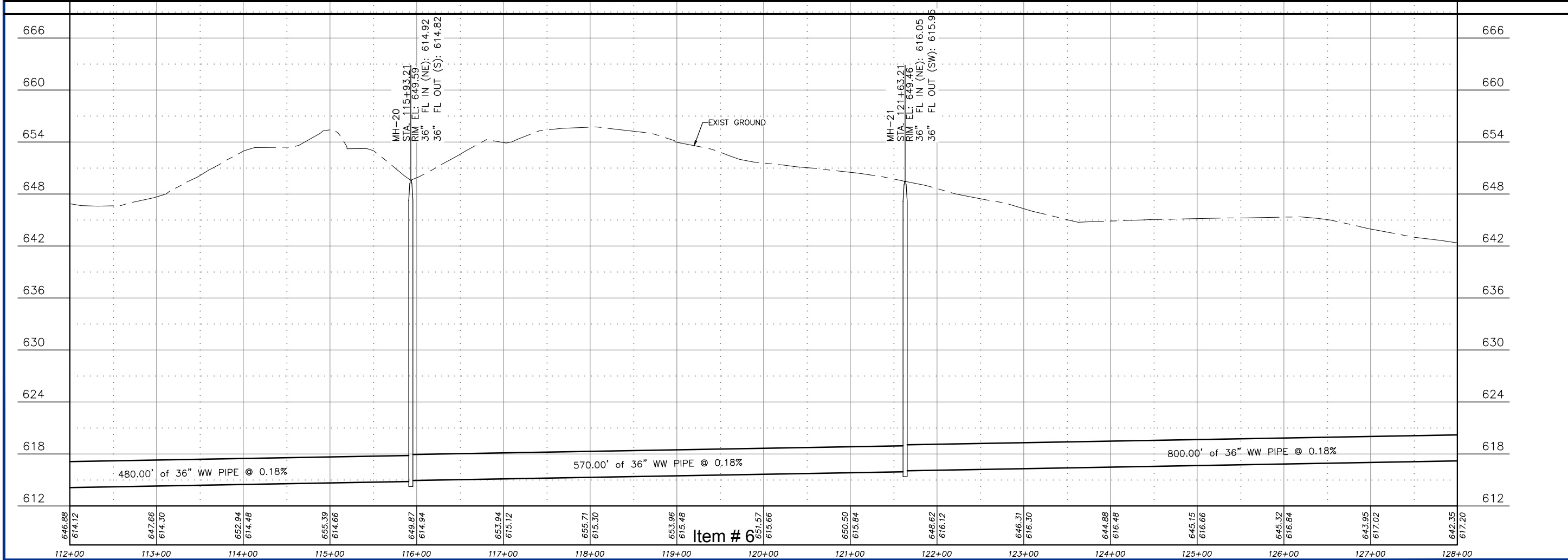
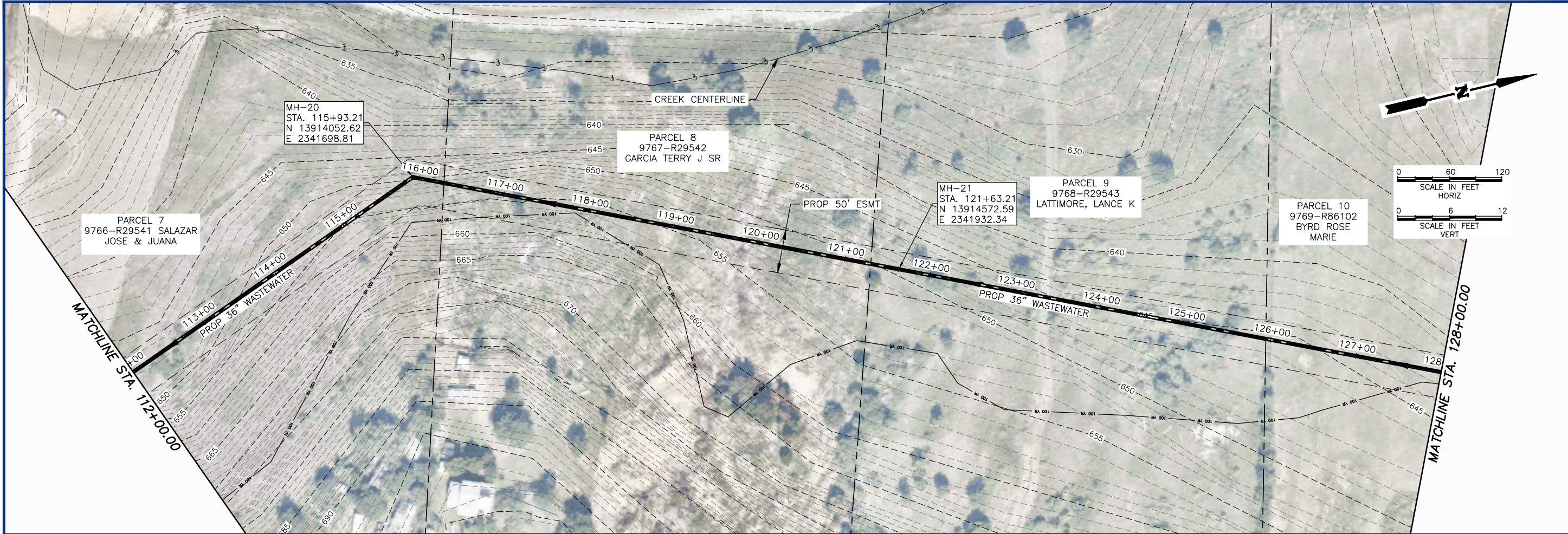


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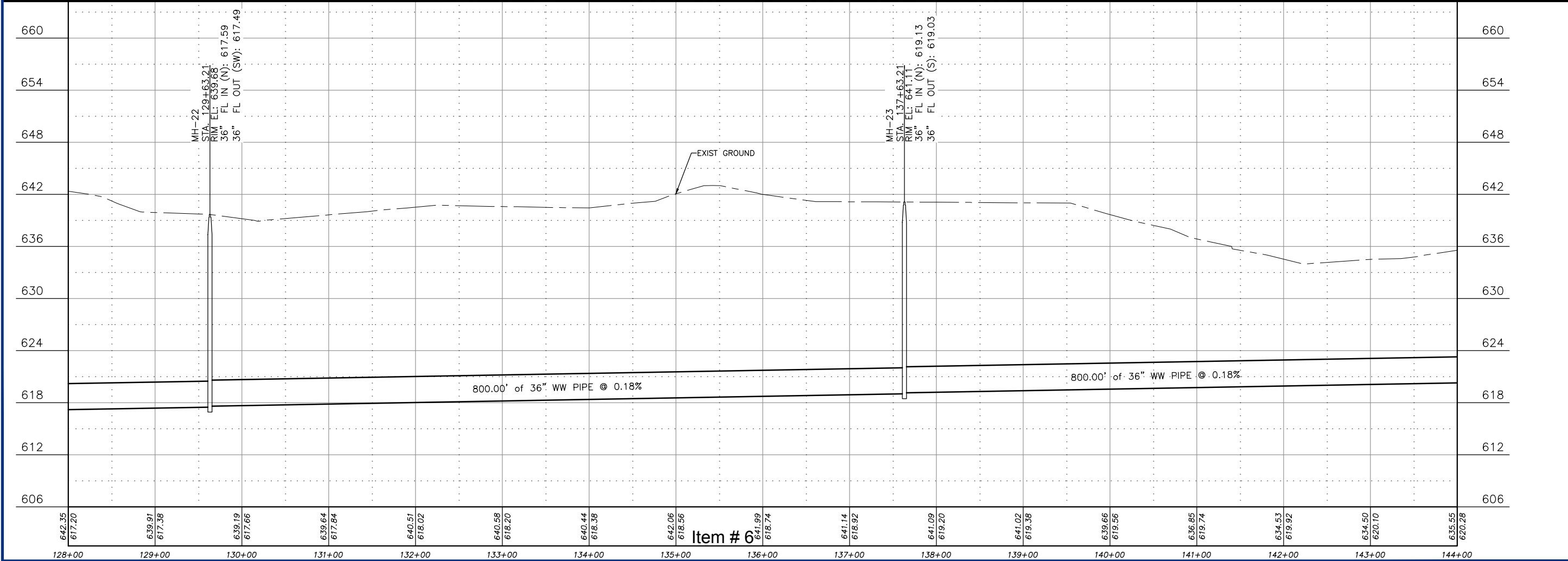
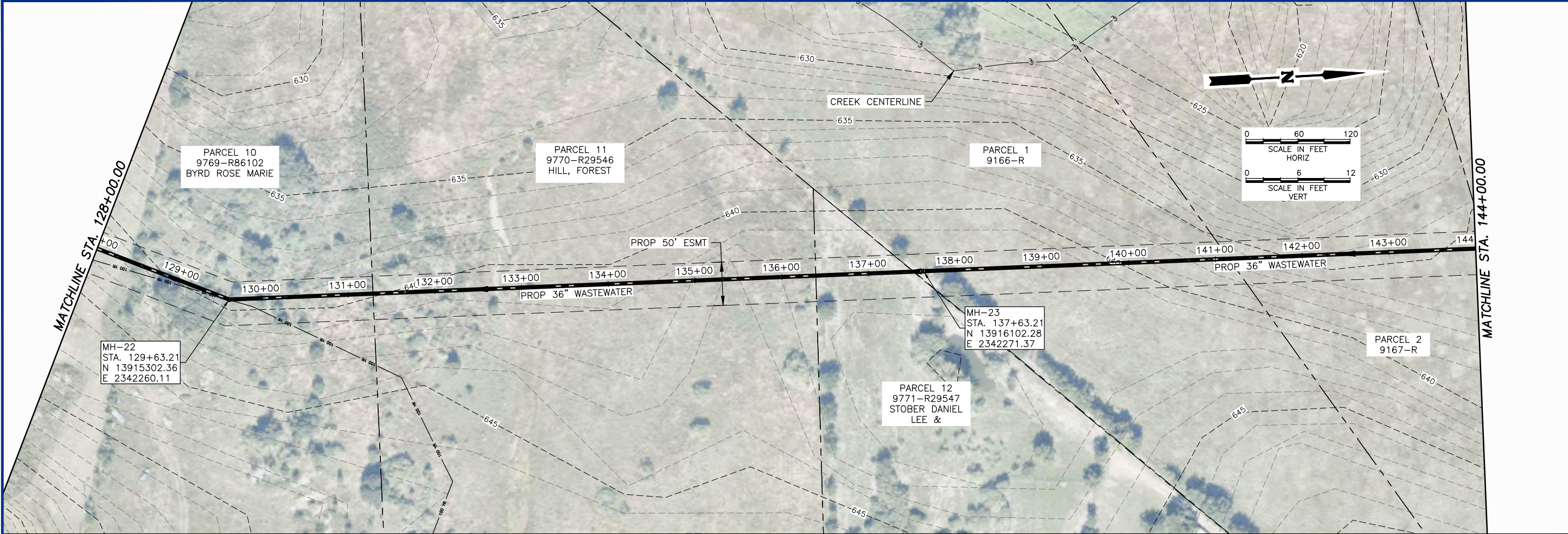




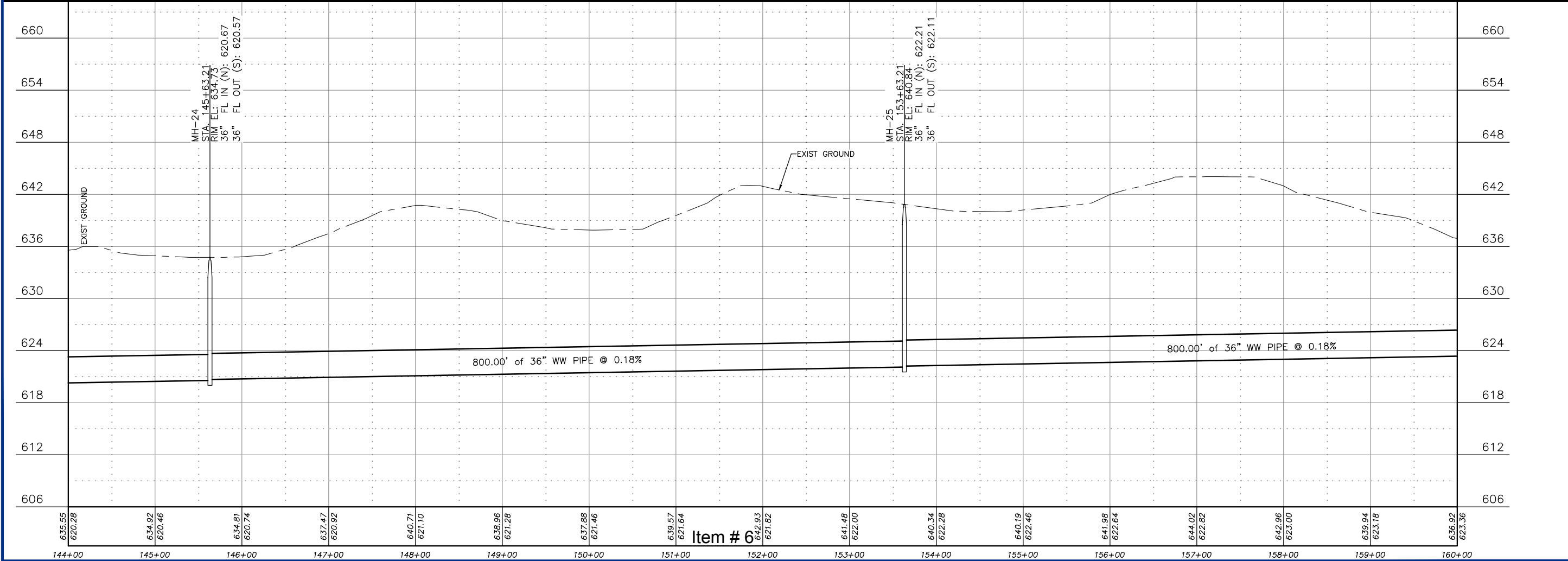
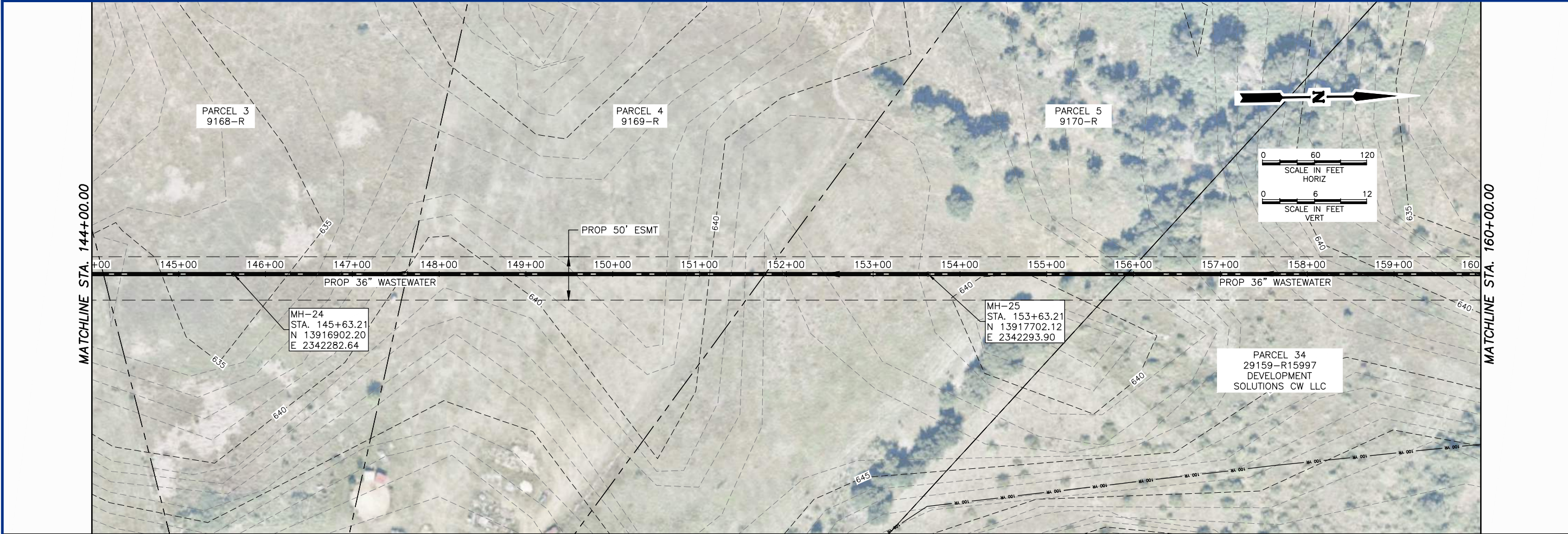




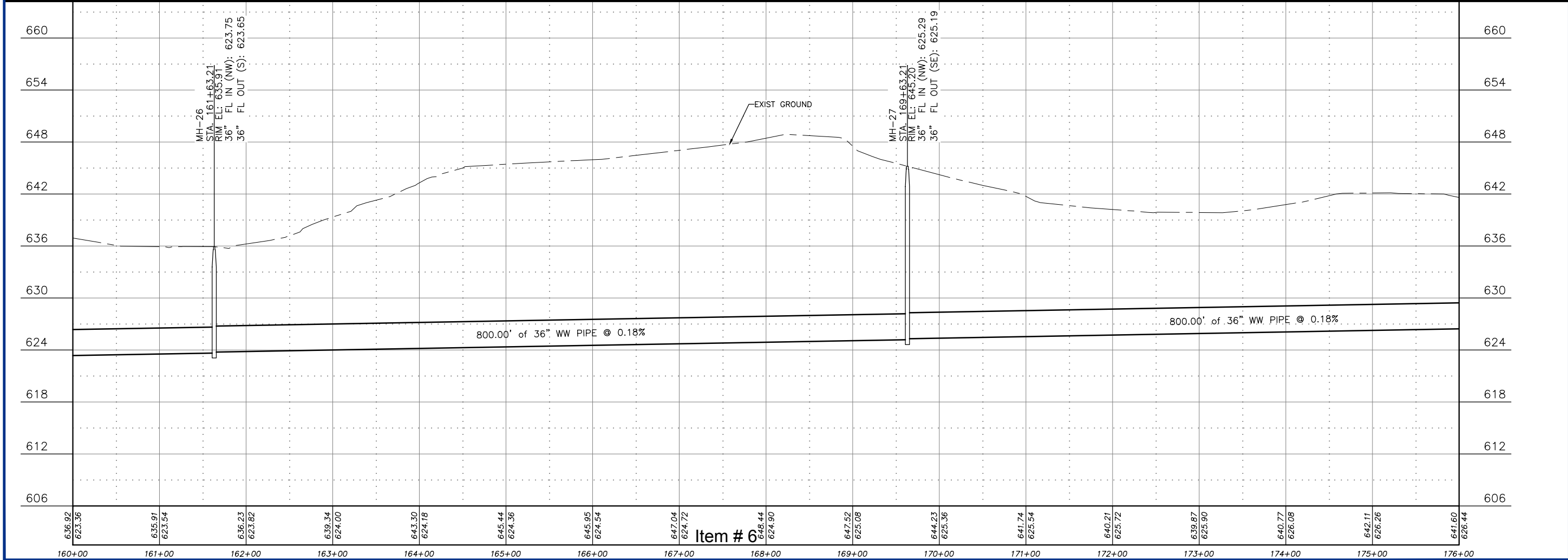
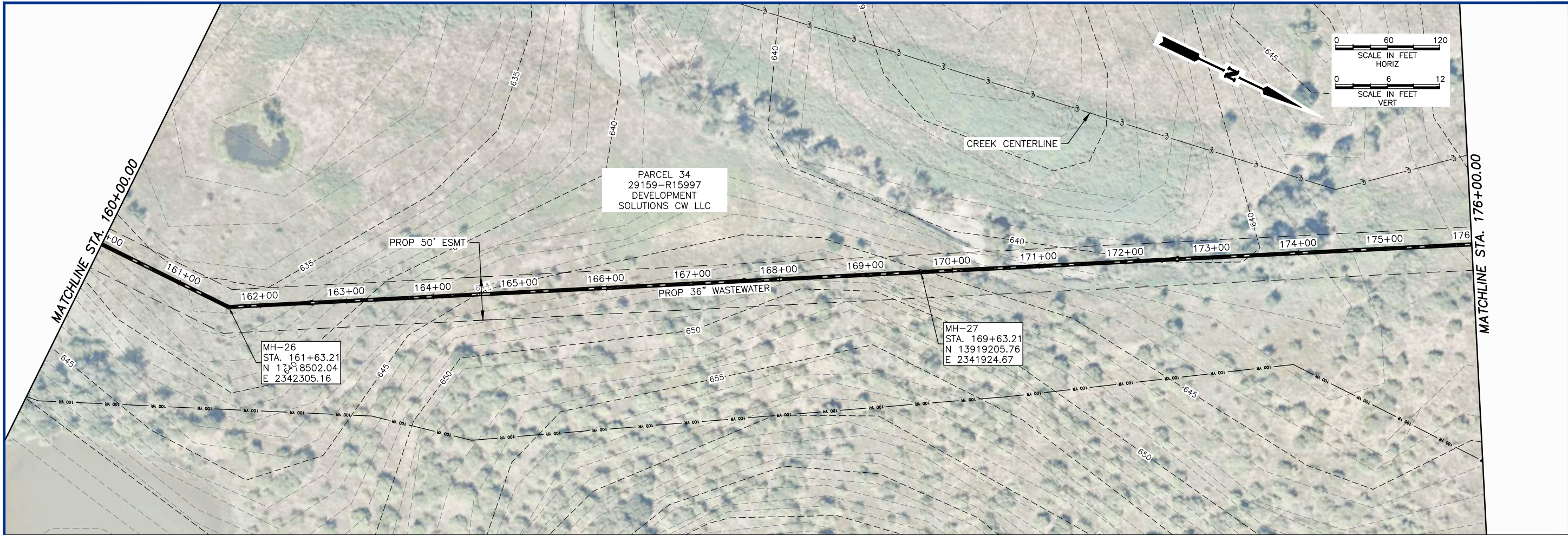




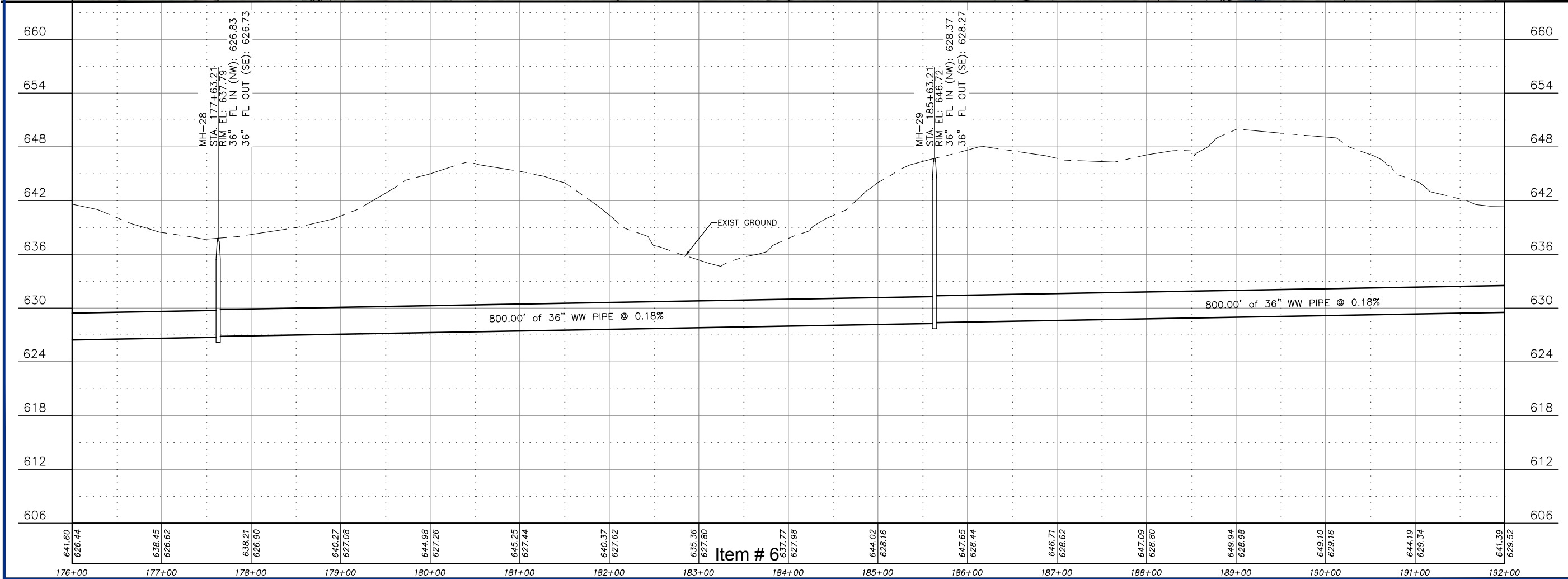
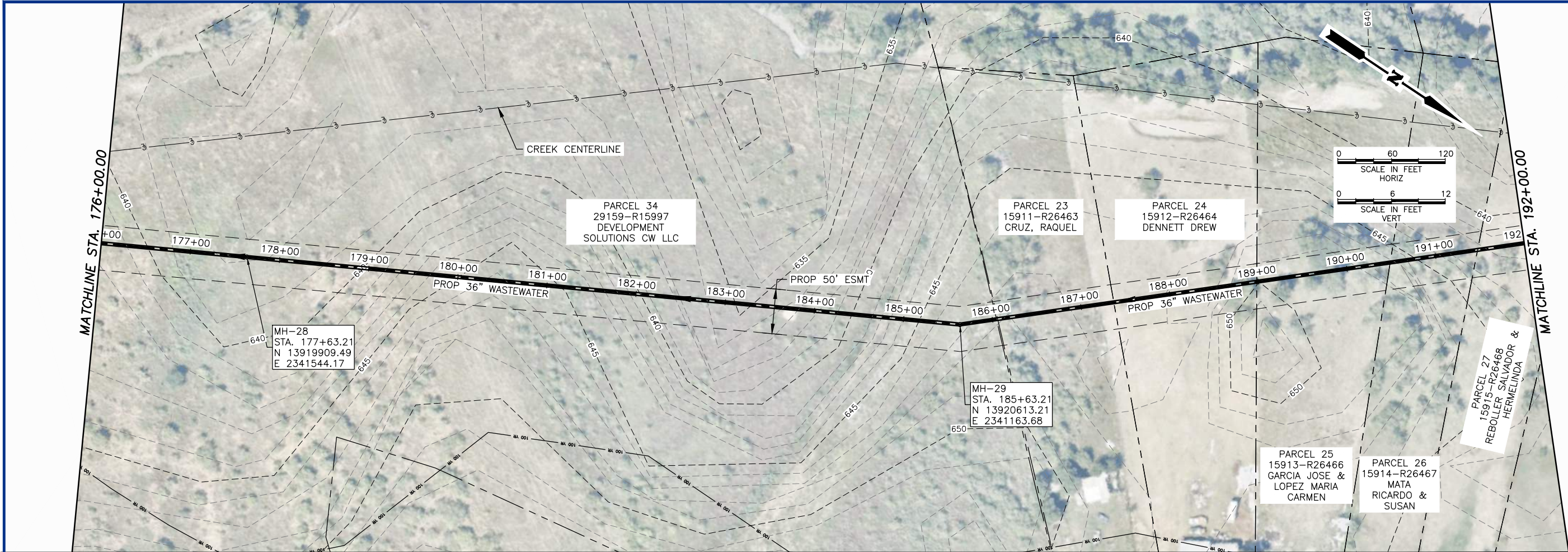




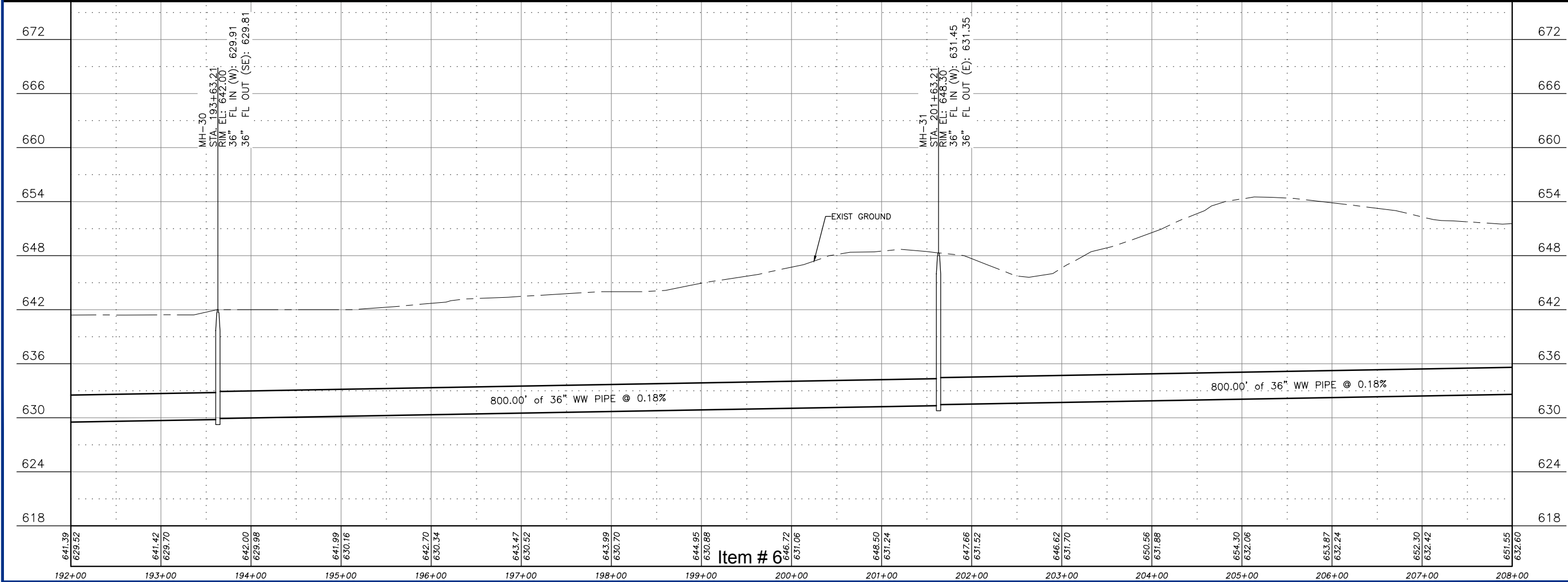
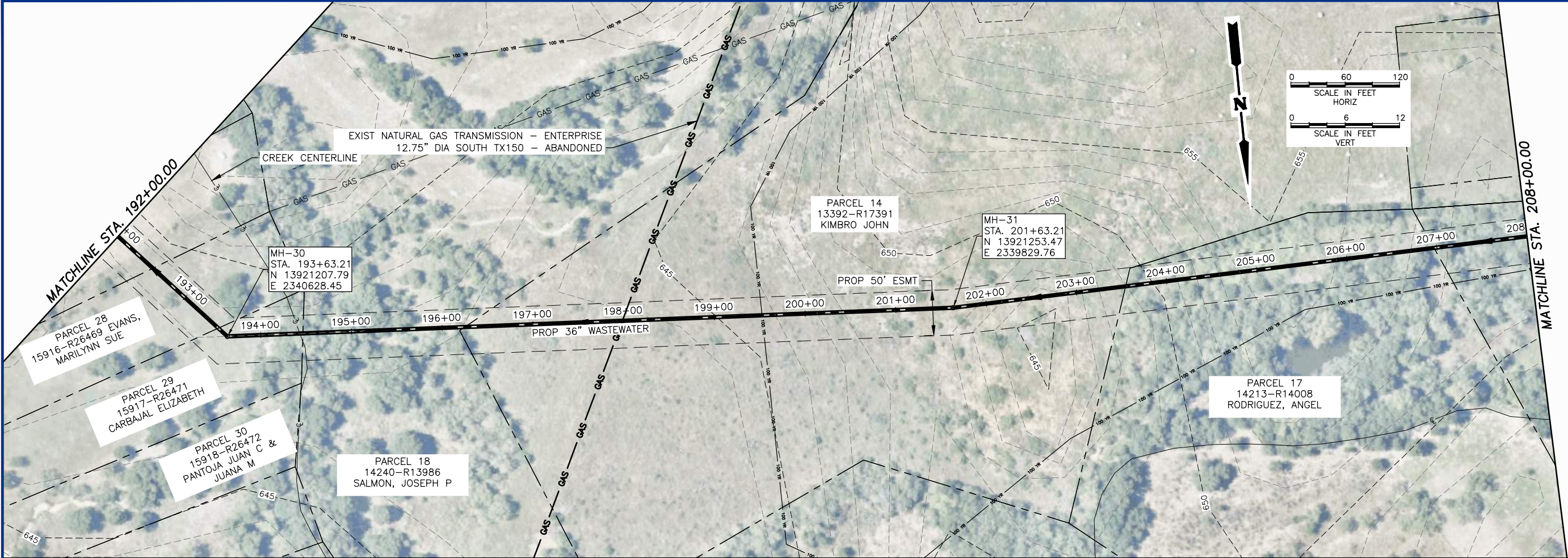




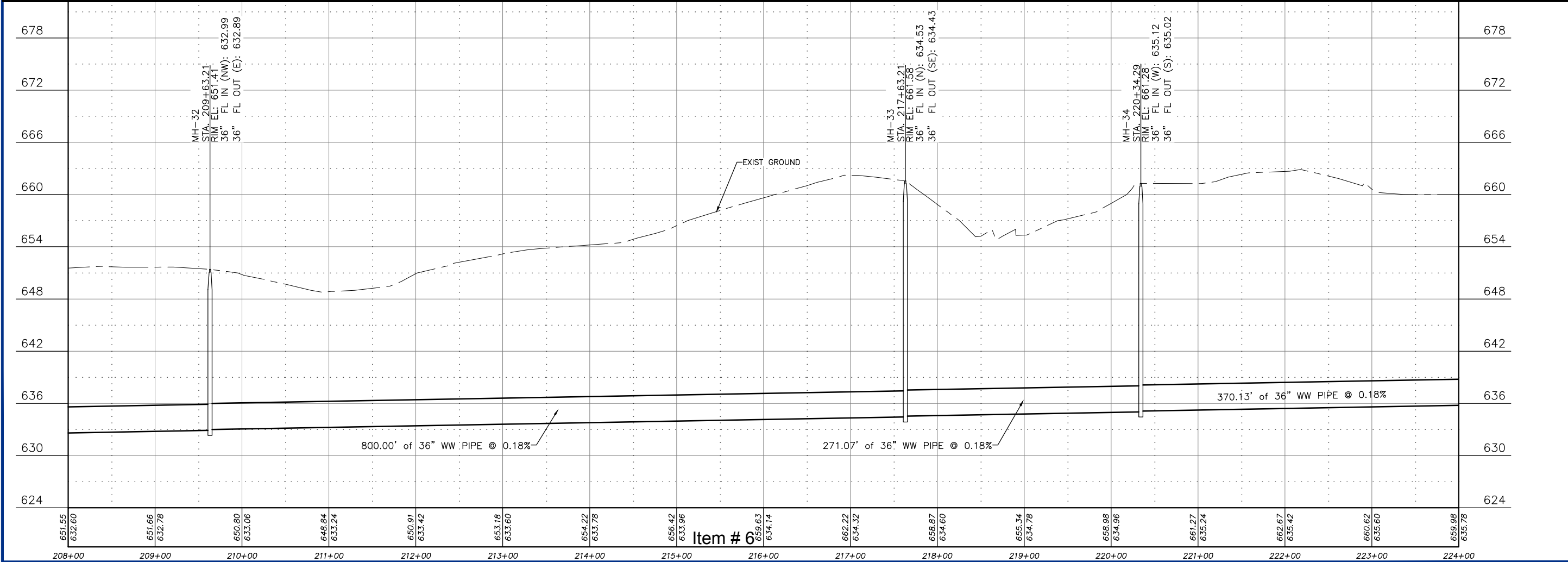
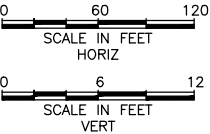
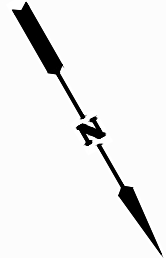
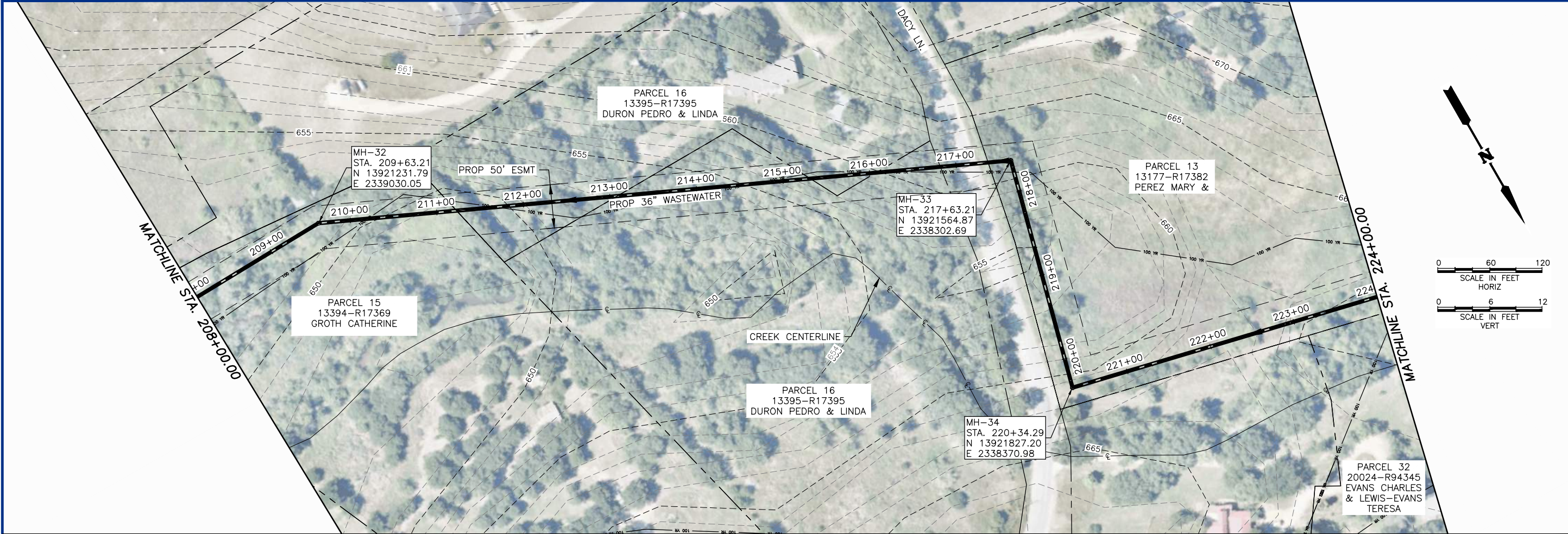




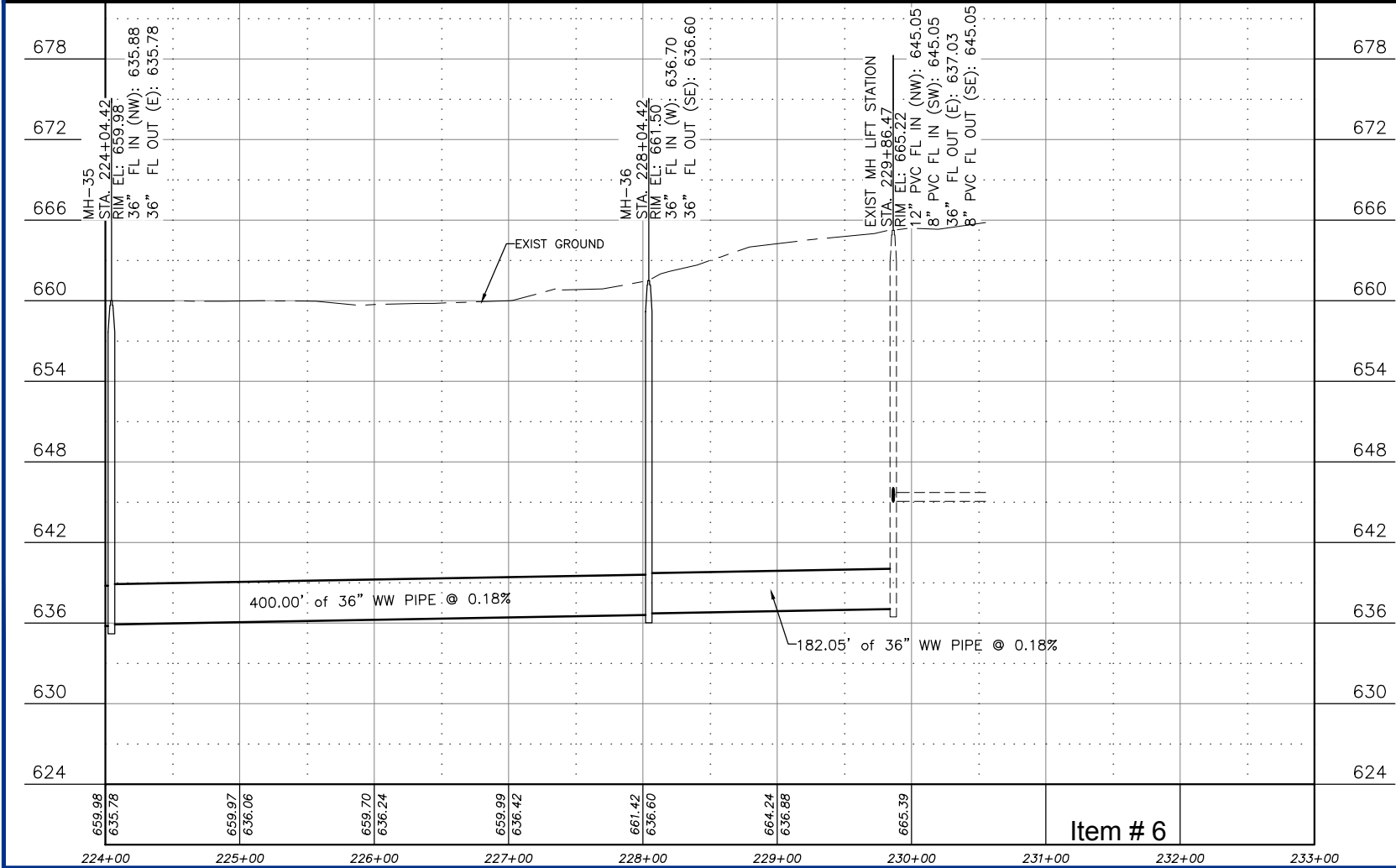
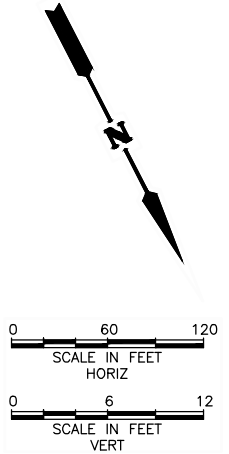
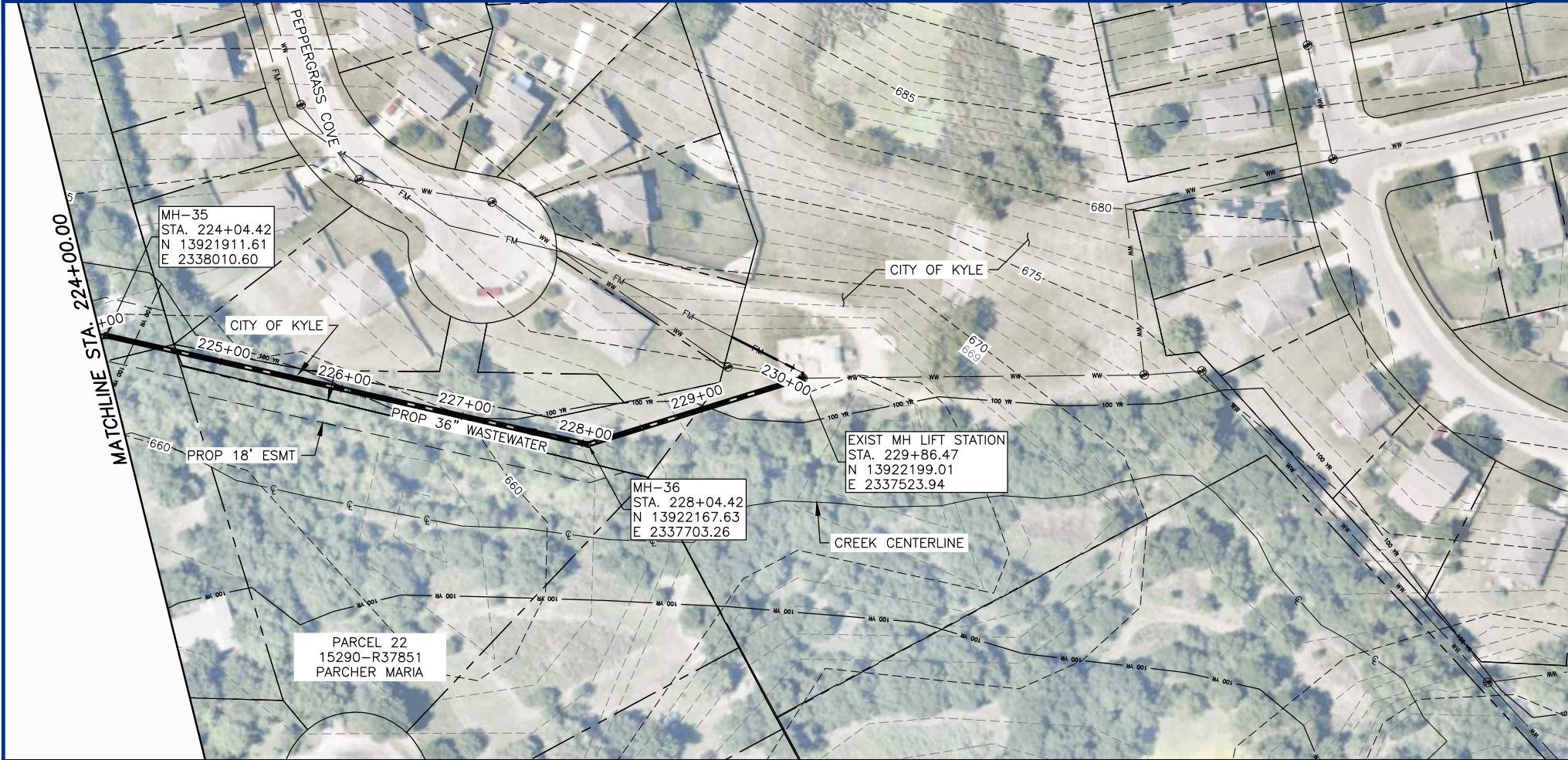
















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## **Appendix B – Environmental Constraints Summary Report**



# Environmental Constraints Summary Report

## Indian Paintbrush Wastewater Interceptor Kyle, Hays County, Texas

Prepared for:

City of Kyle  
100 W. Center Street  
Kyle, TX 78750

Prepared by:



CP&Y, Inc.

13809 Research Boulevard, Suite 300  
Austin, Texas 78750

January 2019



## Project Description

The City of Kyle is proposing a new wastewater line in Kyle, Hays County, Texas. The project would include an approximately 20,000 linear feet (LF) of 24-inch and 36-inch wastewater line from the existing Indian Paintbrush Lift Station to the proposed Bunton Creek Interceptor in the vicinity of Bunton Lane. The purpose of the project is to decommission the Indian Paintbrush Lift Station in order to accommodate future flow increases in the service area.

Two alignments were evaluated for the proposed wastewater line: Base Option A and the Indian Paintbrush Alternative. Both alignments originate at the existing Indian Paintbrush Lift Station, approximately 1 mile east of Interstate (I-) 35 at the edge of the Amberwood subdivision, and approximately 0.3 miles north of Chapa Middle School. Both alignments run in a generally south to southeastern direction before ending near Bunton Lane at the location of the proposed Bunton Creek Interceptor, approximately 2.7 miles east of I-35. Study area boundaries of 100 feet on both sides of the proposed alignments were developed to allow flexibility in wastewater alignment locations. An environmental constraints map is provided in **Appendix A**. Photographs of the accessible portions of the proposed alignments are provided in **Appendix B**.

CP&Y, Inc. (CP&Y) was contracted by the City of Kyle (City) to conduct an environmental constraints analysis for the proposed wastewater line. This included a preliminary assessment using desktop resources of waters of the U.S., threatened/endangered species habitat, cultural resources, and hazardous materials. The majority of the proposed alignments were not able to be accessed during field investigations due to lack of right-of-entry; therefore, constraints in the vicinity of the alignments were only able to be field verified from public right-of-way.

## Waters of the U.S.

### Regulatory Context

The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into waters of the U.S. and regulation quality standards for surface waters through Sections 404, 401, 402 and 303 of the CWA. These regulations are administered by the United States (U.S.) Army Corps of Engineers (USACE), the U.S. Environmental Protection Agency (EPA), and the Texas Commission on Environmental Quality (TCEQ). Section 404 of the CWA establishes a program to regulate the discharge of dredged or fill material into waters of the U.S., including wetlands. Section 401 of the CWA requires that any discharge into waters of the U.S. comply with the CWA, including quality standards.

Waters considered to be jurisdictional (i.e., regulated by USACE/EPA) include traditional navigable waterways, relatively permanent non-navigable tributaries to traditional navigable waterways, and non-relatively permanent tributaries that have a significant nexus to traditional navigable waterways. The latter can be identified by the presence of an ordinary high water mark (OHWM). Jurisdictional wetlands include those that are adjacent to traditional navigable waterways or have a continuous surface connection to a jurisdictional tributary.

### Desktop Research and Field Investigations

Desktop research was completed to determine locations of potential wetlands and water crossings in the vicinity of the alignments. U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) floodplain maps, U.S. Geological Survey (USGS) 7.5-minute topographic maps and National Hydrography Dataset (NHD) flowline maps, Natural Resources



Conservation Service (NRCS) soil survey maps, and aerial photographs were utilized in the desktop research. A preliminary field survey of the two alignments was conducted on January 18, 2019 to document the presence of potential waters of the US, including wetlands. Potential waters of the U.S. were identified in the field solely based on visual observation. No wetland sampling points were taken and no OHWM/wetland boundaries were mapped.

The alignments are located in the Plum Creek watershed of the Guadalupe River Basin. According to USGS and NHD mapping, both alignments cross several streams. The Base Option A study area crosses Richmond Branch four times, Andrews Branch twice, an unnamed tributary to Andrews Branch once, Porter Creek once, and Bunton Branch five times for a total of 13 crossings. The Indian Paintbrush Alternative study area crosses Richmond Branch twice, an unnamed tributary to Andrews Branch once, Andrews Branch twice, Porter Creek three times, and Bunton Branch once for a total of nine crossings. Approximately 0.06 acre of the Soil Conservation Service Site 6 Reservoir lies within the Indian Paintbrush Alternative study area. No portion of this reservoir lies within Base Option A study area. NWI maps indicate the potential for wetlands along Porter Creek and Bunton Branch within the study areas of both alternatives. Additionally, the study areas of both alternatives cross a small NHD pond and NWI wetland near Richmond Branch towards the beginning of their alignments. The Indian Paintbrush Alternative crosses another potential NHD pond and NWI wetland adjacent to Andrews Branch. No other wetlands are mapped within either study area. According to the FEMA floodplain map, Base Option A runs for approximately 2.95 mi within the 100-year floodplains of Richmond Branch, Andrews Branch, Soil Conservation Service Site 6, Porter Creek, and Bunton Branch. The Indian Paintbrush Alternative runs for approximately 2.75 miles within the 100-year floodplains of Richmond Branch, Andrews Branch, Soil Conservation Service Site 6, Porter Creek, and Bunton Branch.

Field investigations confirmed the presence of Soil Conservation Service Site 6 Reservoir and all mapped USGS streams visible from public right-of-way that would be crossed by both alignments. No NWI-mapped wetlands or other potential wetlands were observed from areas of public right-of-way. No other potential waters of the U.S. were observed within the study areas.

Streams, floodplains, and NWI wetlands can be seen in **Appendix A**. Photographs of the alternative locations and waterbodies can be seen in **Appendix B**.

There is potential for unmapped tributaries and wetlands to occur throughout both study areas. Prior to construction, all potential wetlands and other jurisdictional waters of the U.S. would need to be delineated in accordance with the *1987 Corps of Engineers Wetland Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region*. Based on the results of the delineation, and in coordination with the USACE, impacts and associated permitting/mitigation requirements would be determined. Minor impacts (i.e., fill below the OHWM or within wetlands) could be permitted under a Section 404 Nationwide Permit (NWP) 12 – Utility Lines. A pre-construction notification (PCN) would only be necessary if losses to jurisdictional areas are greater than 0.10 acre or exceed 500 LF in any waters.

## Threatened/Endangered Species and Migratory Birds

### Regulatory Context

The Endangered Species Act (ESA) of 1973 was enacted to provide a program for the conservation of threatened and endangered species. Section 9 of the ESA prohibits the take of species listed as federally threatened or endangered and their habitat. The USFWS defines 'take' as any act to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Section 10 defines exceptions and allows permits for the take of threatened and endangered species for non-federal actions if the take is incidental and not the purpose of a proposed project. Compliance with the ESA is



required for all projects that have the potential to impact federally listed threatened or endangered species or their habitat.

The Migratory Bird Treaty Act of 1918 states it is unlawful to kill, capture, collect, possess, buy, sell, trade, or transport any migratory bird, nest, or egg in part or in whole, without a federal permit issued in accordance with the ESA's policies and regulations. The alignments are located within Central Texas, which is situated within the Central Flyway, a major migratory pathway for bird species flying north and south between Canada, the U.S., and Mexico.

#### Desktop Research and Field Investigations

A list of current federally-listed species was compiled using the Texas Parks and Wildlife Department's (TPWD) Natural Diversity Database (NDD) and *Annotated County Lists of Rare Species*. TPWD's NDD identifies known species occurrences in the state. Following a review of these resources, field investigations were conducted to document the presence of suitable habitat for the federally-listed species. The USFWS Information for Planning and Consultation (IPaC), which identifies critical habitat and species that have the potential to occur within or near a particular area, was not able to be accessed due to the system being down from December 22, 2018 to present. It is recommended that an IPaC Report be generated for the selected alternative when the system again becomes operable.

According to the TPWD *Annotated County Lists of Rare Species* for Hays County, 16 federally-listed threatened, endangered, or candidate species have the potential to occur in Hays County. These species include three amphibians, one mammal, two birds, four freshwater mollusks, two fish, two insects, and two plants (see **Appendix C**). According to the NDD, no occurrences of threatened or endangered species have been recorded within a 1.5-mile radius of the study area. No critical habitat was identified by the USFWS Critical Habitat Mapper within the vicinity of the proposed alignments. Additionally, none of the federally-listed species in **Appendix C** were observed during the January 2019 limited field investigations.

**Appendix C** and the information below summarizes the results of the preliminary habitat assessment for federally-listed threatened, endangered, and candidate species.

#### Amphibians

No habitat (springs or caves) was observed in either alignment for the Barton Springs salamander, San Marcos salamander, or Texas blind salamander.

#### Insects

The Comal Springs drypoid beetle is only known to occur within Comal and Fern Bank Springs and the Comal Springs riffle beetle is only known to occur within Comal Springs. Neither of these springs are located near the proposed alignments, and neither spring drains into streams that cross the alignments. Therefore, no habitat for these species is located within the study areas of either alignment. No headwaters of springs or spring runs are present within or near the alignments for the Comal Springs riffle beetle. In addition, neither the Comal or San Marcos River crosses the alignments.

#### Birds

Sufficient oak-juniper woodlands habitat for the Golden-cheeked Warbler were not observed from public right-of-way or on aerial photography. Native grasslands, agricultural fields, and reliable aquatic habitat at Soil Conservation Service Site 6 Reservoir necessary for the Whooping Crane are present within the vicinity of both alignments. There is a potential for the Whooping Crane to migrate through the area, however, the proposed project is not expected to either directly or indirectly impact the reservoir. No effect on potential Whooping Crane habitat is expected for this project.



### Fish

No habitat for the Fountain darter was observed as no springs or spring-fed streams of the San Marcos or Comal rivers are present in either study area. The San Marcos gambusia is believed to be extinct and was historically only found within the San Marcos River. The San Marcos River is not present within either study area.

### Mammals

The red wolf has been extirpated from Texas.

### Mollusks

Several creeks are crossed by both alignments. These streams could provide suitable habitat for the golden orb and Texas pimpleback, two federally-listed candidate species. These streams did not appear to sustain moderate enough flow for the Texas fatmucket; however, Andrews Branch could not be seen from the public right-of-way. Andrews Branch could potentially provide suitable habitat for the Texas fatmucket. The smooth pimpleback is not known to occur within the Guadalupe River Basin.

### Plants

No habitat was observed near either study area for the Bracted Twistflower or Texas Wild-rice. The alignments are not located within the upper two miles of the San Marcos River and does not have canyon slopes.

Based on the desktop evaluation and limited field investigations, it has preliminarily been determined that habitat for the golden orb and Texas pimpleback, both federal candidate species, is present along the alignments. This determination only applies to areas that were visible from public right-of-way. It is recommended that surveys be performed for these two mollusks by a certified biologist to determine the need for consultation with USFWS. There is potential for a third mollusk species, the Texas fatmucket, to be present within the study areas. Right-of-entry should be obtained for the parcels along Andrews Branch so that it can be determined if habitat is present. If habitat is present, surveys and consultation with USFWS for the species may be necessary.

### Migratory Birds

Evidence of migratory birds was observed adjacent to the alignments during the January 2019 site visit. Individuals of several migratory bird species were also observed within and around the alignments. Woody vegetation that may be removed as part of the proposed project has the potential to be used by migratory bird species. In the event that migratory birds are encountered on-site during project construction, every effort should be made to avoid disturbing protected birds, active nests, eggs, and/or young to the maximum extent practicable. Disturbance to the vegetation within the project area should be done outside of nesting season (May 15 through September 15). If that is not feasible, a nest survey of the areas to be cleared of vegetation should be completed by a permitted biologist prior to any clearing activities. If a nest is found, it is recommended that a 150-foot buffer around the nest be observed until the young are able to fly or the nest is abandoned.

## **Cultural Resources**

### Regulatory Context

Cultural resources located on land owned or controlled by the state of Texas, its cities or counties, or other political subdivisions, are protected by the Antiquities Code of Texas (ACT). Under the ACT, any historic or prehistoric resource located on publicly owned land may be designated as a State Archeological Landmark. All groundbreaking activities affecting public land must be authorized by the Texas Historical Commission (THC). Authorization includes a formal Antiquities Permit, which stipulates the conditions under which the



survey, discovery, excavation, demolition, restoration or scientific investigations will occur. If an undertaking is federally permitted, licensed, or funded, the project must comply with Section 106 of the National Historic Preservation Act of 1966 (NHPA). Projects in Texas requiring compliance with the NHPA include those conducted on federal lands or ones requiring a federal permit such as a Section 404 permit from the USACE.

#### Desktop Research and Field Investigations

A search of the THC's Historic Site Atlas and the Texas Archeological Sites Atlas was conducted to identify previously listed historic and archeological resources within or adjacent to the alignments. The search included those listed on the National Register of Historic Places (NRHP), or listed as Recorded Texas Historic Landmarks, State Archeological Landmarks, Official Texas Historical Markers or State Antiquities Landmarks.

No NRHP listed or eligible sites or historic markers were identified within or adjacent to either alignment. Limited field investigations conducted in January 2019 did not identify any potentially historic resources within the study areas. The Indian Paintbrush Alternative study area crossed thirteen structures that all appeared to be residential homes or commercial businesses. Base Option A's study area overlapped four structures that appeared to be residential homes. A review of historic aerials determined that these structures were all built after 1995 and would not be eligible for the NHRP. No other structures were observed from public right-of-way along either study area. Additionally, the site visit and desktop resources did not identify the presence of any cemeteries within or adjacent to either alternative.

Prior to commencing work at the site, coordination with the THC would need to be conducted to determine the level of effort required for archeological investigations. Right-of-entry would need to be obtained for all parcels along the selected alternative to confirm that no structures or other potentially eligible resources are located within the study area. Should a Section 404 permit be required (for impacts to jurisdictional waters, including wetlands), cultural resource investigations would need to be conducted per NHPA Section 106 requirements.

## **Hazardous Materials**

#### Regulatory Context

Hazardous materials are substances that are toxic to plants, animals or humans, corrosive to materials, flammable or explosive. If hazardous substances contaminate soil and groundwater, they may cause harm to the human or natural environment. The Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) regulate hazardous waste sites. CERCLA, generally referred to as Superfund, is a federal law that provides remedies for uncontrolled and abandoned hazardous waste sites. The EPA administers and enforces CERCLA in Texas in cooperation with the TCEQ.

#### Desktop Research and Field Investigations

Pursuant to CERCLA and RCRA, a preliminary investigation was conducted to identify sites near the alignments that are "at risk" of environmental contamination by hazardous wastes and substances. A state and federal regulatory database review of Superfund sites was conducted in January 2019. The regulatory database search did not identify any Superfund sites within or adjacent to the alignments. A review of the EPA Envirofacts website, last updated December 22, 2018, was conducted in January 2019. A wastewater treatment plant was identified approximately 257 feet north of Base Option A. The location of this plant can be seen in **Appendix A**. No other regulatory database searches (e.g., leaking petroleum storage tanks) were conducted for this assessment.



Historical aerals for the project area were reviewed on [historicaerials.com](http://historicaerials.com), an affiliate of Nationwide Environmental Title Research, LLC. Aerials from 1967, 1973, 1986, 1995, 2004, 2008, 2010, 2012, and 2016 were reviewed. Though residential development has occurred adjacent to the alignments, no evidence of contamination or sources of potential contamination could be seen on any of the historic photographs or maps. A search of the Texas Railroad Commission well/pipeline mapping indicates that no oil/gas wells are located along the alignments, but that gas pipelines would be crossed by both alignments. Base Option A would cross a gas transmission line 4 times, including an above-ground control station for the pipeline on Bunton Lane. The location of this control station can be seen in **Appendix A**. The Indian Paintbrush Alternative would cross a gas transmission line twice but is not located near the observed control station.

Field investigations did not reveal visual (i.e., stained soil, stressed vegetation) or olfactory evidence of a past release of a hazardous material on parcels visible from public right-of-way. While the potential exists for undocumented releases of hazardous materials into the areas near the alignments, no evidence of releases was observed. One gas station located along Goforth Road and adjacent to the Indian Paintbrush Alternative was observed during the field investigation. The location of this gas station can be seen in **Appendix A**. Several pole-mounted transformers were also observed near both alignments. No evidence of contamination was present.

Prior to construction, it is recommended that a more thorough database search be conducted, and site visits occur in order to assess the potential to encounter hazardous materials during construction.

## Conclusion

Desktop research and field investigations from the public right-of-way were conducted in January 2019 to document potential environmental constraints associated with the two alternatives for the proposed Indian Paintbrush Wastewater Interceptor project in Kyle, Texas. Based on this assessment, the following preliminary conclusions have been reached:

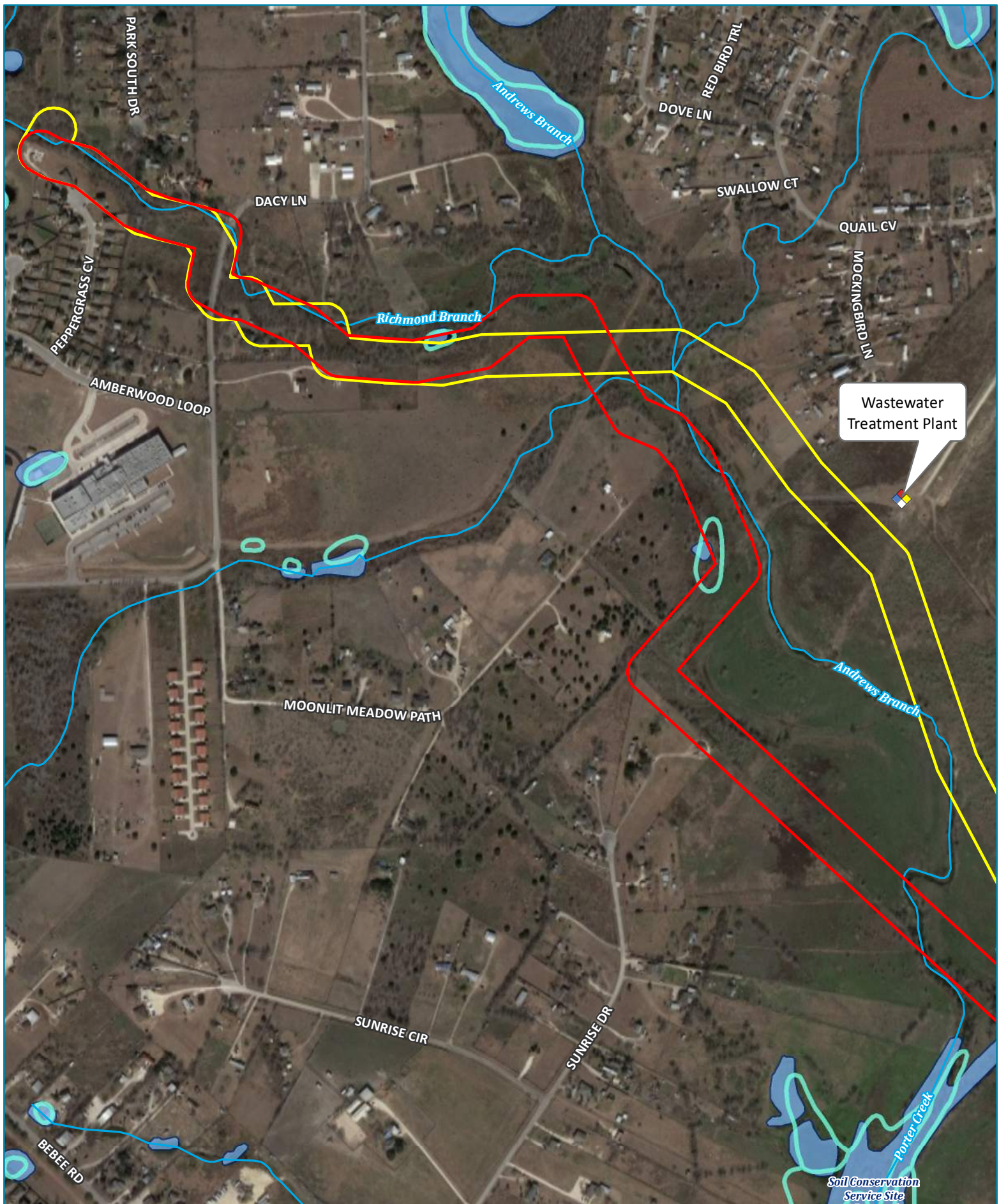
- Waters of the U.S. are present along both alignments. An NWP 12 is anticipated to be necessary to permit any impacts to these waters and any adjacent wetlands.
- There is suitable habitat in the project area for the golden orb and Texas pimpleback, two of the 16 federally-listed threatened, endangered, or candidate species listed as occurring by TPWD within Hays County. There is the potential for suitable habitat for the Texas fatmucket, a federal candidate species. No occurrences of the federally-listed species have been documented near either alignment as of January 2019. No critical habitat is present. More detailed investigations with right-of-entry would be needed to fully assess the potential for species habitat and the need for presence/absence surveys or consultation with USFWS.
- There are no historic properties or known archeological sites near either alignment. Coordination with THC would need to occur in order to determine the likelihood of encountering historic or archeological resources within the alignments.
- An above-ground control station for a gas transmission line would be impacted by the Base Option A, and gas transmission lines would be crossed by both alternatives. No other hazardous materials are expected to affect the proposed project and no contaminations were observed during field investigations. However, a more detailed regulatory database search and site visit is recommended to determine the likely presence/absence of hazardous material issues such as recent spills and contaminated soils and/or groundwater.



# **Appendix A**

## **Environmental Constraints Map**





## Environmental Constraints

Wastewater Interceptor Line, Pg 1

City of Kyle, Hays County

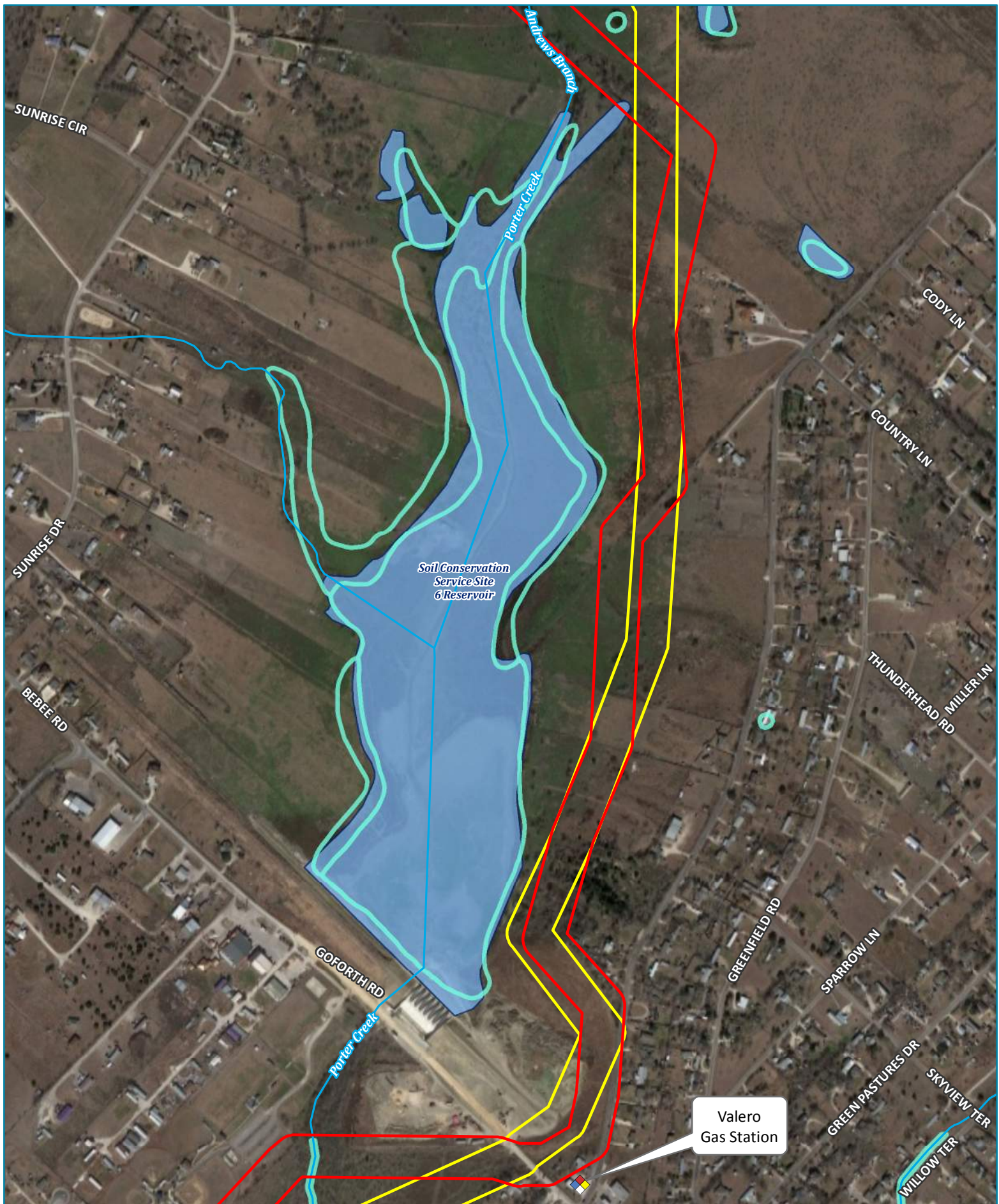
Source: Google Imagery, 2018

- ▭ Indian Paintbrush Study Area
- ▭ Base Option A Study Area
- ▭ Potential Wetland (NWI)
- ▭ NHD Flowline
- ▭ NHD Waterbody
- ▭ Potential Hazmat Site

Item # 6

0 250 500





## Environmental Constraints

Wastewater Interceptor Line, Pg 2

City of Kyle, Hays County

Source: Google Imagery, 2018

Indian Paintbrush Study Area

Base Option A Study Area

Potential Hazmat Site

Potential Wetland (NWI)

NHD Flowline

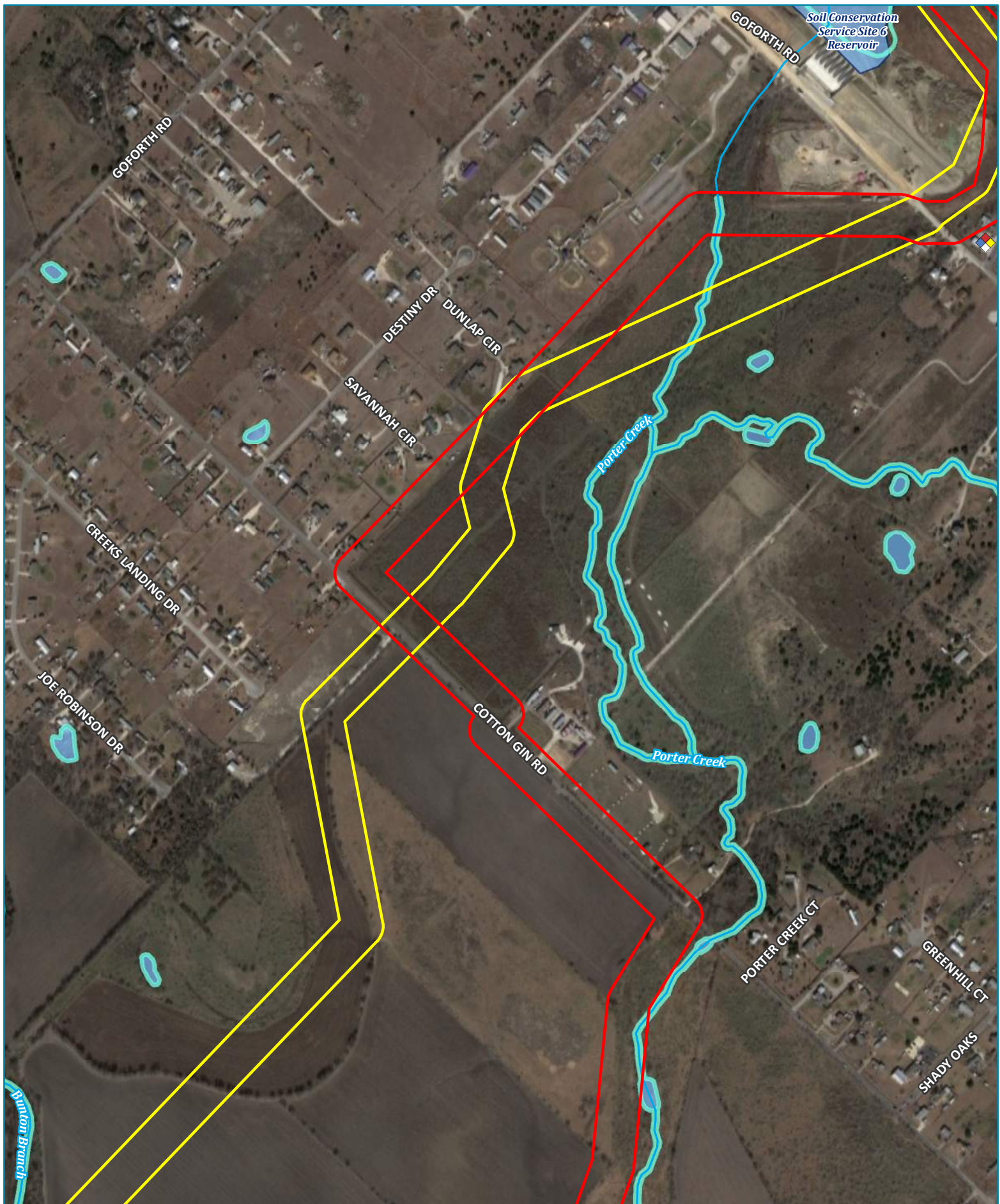
NHD Waterbody

Valero  
Gas Station

Item # 6

0 250 500





## Environmental Constraints

Wastewater Interceptor Line, Pg 3

City of Kyle, Hays County

Source: Google Imagery, 2018

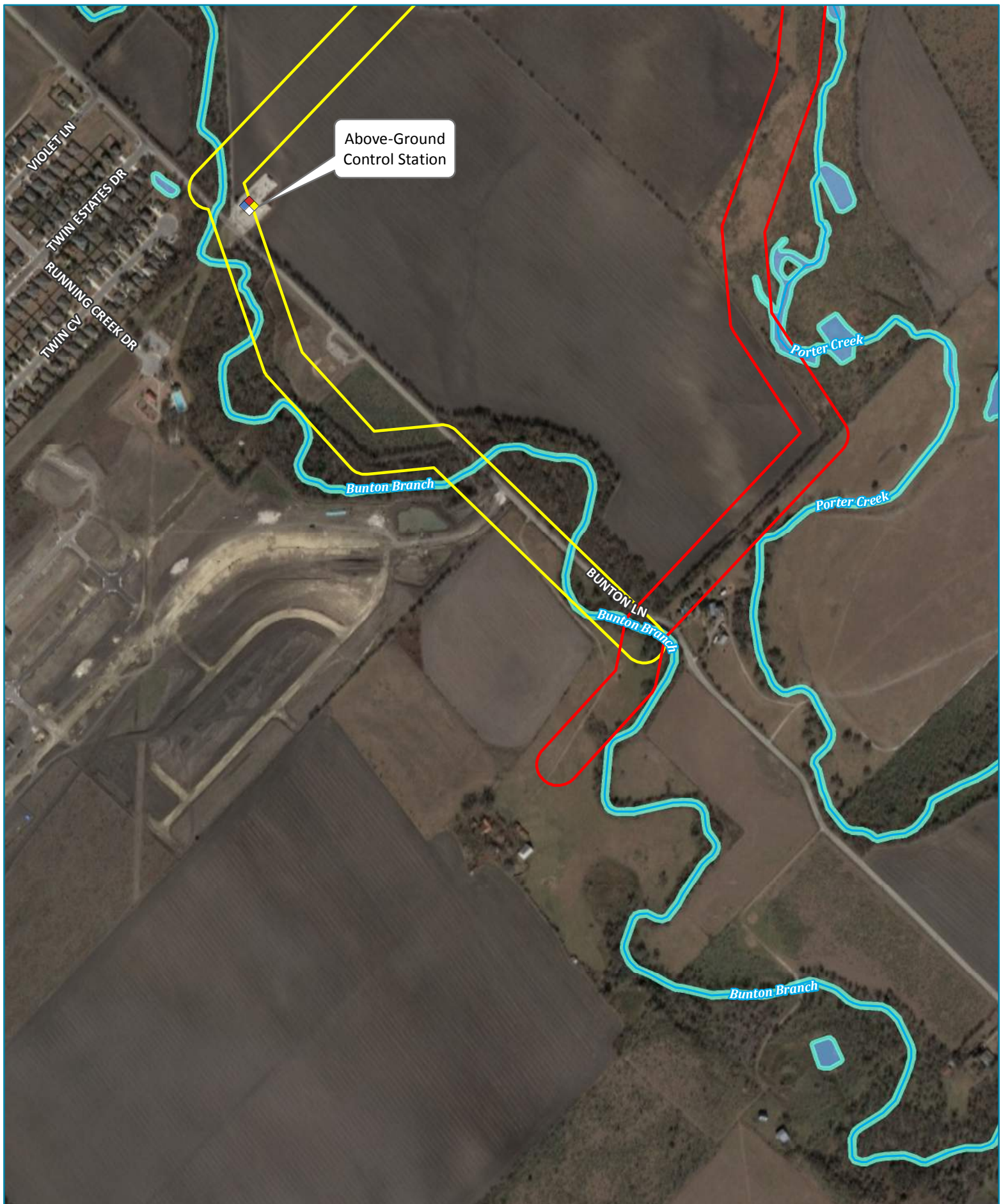
- ▬ Indian Paintbrush Study Area
- ▬ Base Option A Study Area
- ▬ Potential Wetland (NWI)
- ▬ NHD Flowline
- ▬ NHD Waterbody
- ◆ Potential Hazmat Site

Item # 6

0 250 500











## Environmental Constraints

Wastewater Interceptor Line, Pg 4

City of Kyle, Hays County

Source: Google Imagery, 2018

- ▬ Indian Paintbrush Study Area
- ▬ Base Option A Study Area
-  Potential Hazmat Site
-  Potential Wetland (NWI)
-  NHD Flowline
-  NHD Waterbody

Item # 6

0 250 500





## **Appendix B**

### **Site Photographs**





**Photograph 1.** View from northern project limit looking east. The house visible in the background is a structure crossed by both study areas.



**Photograph 2.** Location where both alternatives cross Dacy Lane. The woody vegetation present provides potential habitat for migratory birds.





**Photograph 3.** Approximate location where both alternatives cross Goforth Rd, looking northeast.



**Photograph 4.** Approximate location where both alternatives cross Goforth Rd, looking southwest. An OHWM was present in this location, but no NHD line is mapped.





**Photograph 5.** View of Soil Conservation Service Site 6 Reservoir looking west. Both alternatives run adjacent to this waterbody and are within its floodplain.



**Photograph 6.** View looking south at an agricultural field along Cotton Gin Rd where the Indian Paintbrush Alternative crosses the road and then runs adjacent to the roadway.





**Photograph 7.** View looking southwest at the location that Base Option A crosses Cotton Gin Rd.



**Photograph 8.** View looking northeast at the location where Base Option A crosses Cotton Gin Rd. The Indian Paintbrush Alternative runs parallel to the roadway in this location. The woody vegetation present provides nesting substrate for migratory bird species.





**Photograph 9.** View of above-ground control station for natural gas pipeline. Base Option A crosses the southwest corner of this station.

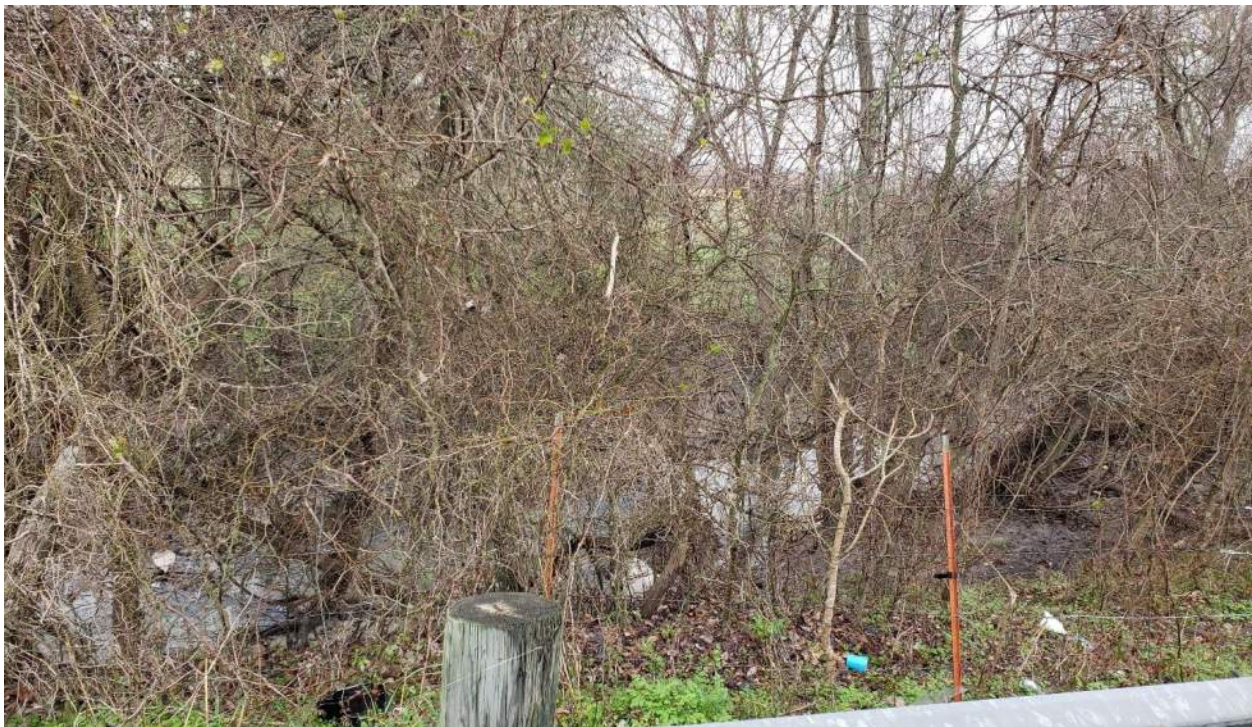


**Photograph 10.** View of a baseball field located along Bunton Lane. Base Option A crosses through the outfield. The woody vegetation present provides potential habitat for migratory birds.





**Photograph 11.** View looking southwest at Bunton Branch. Both alternatives cross this and other flowlines along the alignment. Bunton Branch provides potential habitat for the golden orb and Texas pimpleback.



**Photograph 12.** View looking southwest at Bunton Branch near the end of both alignments.





**Photograph 13.** View looking north where the Indian Paintbrush Alternative crosses Bunton Lane. Pole mounted transformers, as seen above, were located near both alternative alignments.



**Appendix C**  
**TPWD Annotated List of Rare Species for Hays**  
**County**



## HAYS COUNTY

### AMPHIBIANS

		Federal Status	State Status
<b>Barton Springs salamander</b>	<i>Eurycea sosorum</i>	LE	E
dependent upon water flow/quality from the Barton Springs pool of the Edwards Aquifer; known from the outlets of Barton Springs and subterranean water-filled caverns; found under rocks, in gravel, or among aquatic vascular plants and algae, as available; feeds primarily on amphipods			
<b>Blanco blind salamander</b>	<i>Eurycea robusta</i>		T
troglobitic; water-filled subterranean caverns; may inhabit deep levels of the Balcones aquifer to the north and east of the Blanco River			
<b>Blanco River springs salamander</b>	<i>Eurycea pterophila</i>		
subaquatic; springs and caves in the Blanco River drainage			
<b>San Marcos salamander</b>	<i>Eurycea nana</i>	LT	T
headwaters of the San Marcos River downstream to ca. ½ mile past IH-35; water over gravelly substrate characterized by dense mats of algae (Lyng bya) and aquatic moss (Leptodictym riparium), and water temperatures of 21-22 O C; diet includes amphipods, midge larve, and aquatic snails			
<b>Texas blind salamander</b>	<i>Eurycea rathbuni</i>	LE	E
troglobitic; water-filled subterranean caverns along a six mile stretch of the San Marcos Spring Fault, in the vicinity of San Marcos; eats small invertebrates, including snails, copepods, amphipods, and shrimp			

### ARACHNIDS

		Federal Status	State Status
<b>Bandit Cave spider</b>	<i>Cicurina bandida</i>		
very small, subterrestrial, subterranean obligate			

### BIRDS

		Federal Status	State Status
<b>American Peregrine Falcon</b>	<i>Falco peregrinus anatum</i>	DL	T
year-round resident and local breeder in west Texas, nests in tall cliff eyries; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
<b>Arctic Peregrine Falcon</b>	<i>Falco peregrinus tundrius</i>	DL	
migrant throughout state from subspecies' far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.			
<b>Bald Eagle</b>	<i>Haliaeetus leucocephalus</i>	DL	T
found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds			



## HAYS COUNTY

### BIRDS

		Federal Status	State Status
<b>Black-capped Vireo</b>	<i>Vireo atricapilla</i>	DL	E
oak-juniper woodlands with distinctive patchy, two-layered aspect; shrub and tree layer with open, grassy spaces; requires foliage reaching to ground level for nesting cover; return to same territory, or one nearby, year after year; deciduous and broad-leaved shrubs and trees provide insects for feeding; species composition less important than presence of adequate broad-leaved shrubs, foliage to ground level, and required structure; nesting season March-late summer			
<b>Golden-cheeked Warbler</b>	<i>Setophaga chrysoparia</i>	LE	E
juniper-oak woodlands; dependent on Ashe juniper (also known as cedar) for long fine bark strips, only available from mature trees, used in nest construction; nests are placed in various trees other than Ashe juniper; only a few mature junipers or nearby cedar brakes can provide the necessary nest material; forage for insects in broad-leaved trees and shrubs; nesting late March-early summer			
<b>Mountain Plover</b>	<i>Charadrius montanus</i>		
breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous			
<b>Peregrine Falcon</b>	<i>Falco peregrinus</i>	DL	T
both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies' listing statuses differ, F.p. tundrius is no longer listed in Texas; but because the subspecies are not easily distinguishable at a distance, reference is generally made only to the species level; see subspecies for habitat.			
<b>Sprague's Pipit</b>	<i>Anthus spragueii</i>		
only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.			
<b>Western Burrowing Owl</b>	<i>Athene cunicularia hypugaea</i>		
open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows			
<b>Whooping Crane</b>	<i>Grus americana</i>	LE	E
potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties			
<b>Zone-tailed Hawk</b>	<i>Buteo albonotatus</i>		T
arid open country, including open deciduous or pine-oak woodland, mesa or mountain county, often near watercourses, and wooded canyons and tree-lined rivers along middle-slopes of desert mountains; nests in various habitats and sites, ranging from small trees in lower desert, giant cottonwoods in riparian areas, to mature conifers in high mountain regions			



## HAYS COUNTY CRUSTACEANS

		Federal Status	State Status
<b>A cave obligate crustacean</b>	<i>Monodella texana</i>		
subaquatic, subterranean obligate; underground freshwater aquifers			
<b>Balcones Cave amphipod</b>	<i>Stygobromus balconis</i>		
subaquatic, subterranean obligate amphipod			
<b>Ezell's cave amphipod</b>	<i>Stygobromus flagellatus</i>		
known only from artesian wells			
<b>Texas cave shrimp</b>	<i>Palaemonetes antrorum</i>		
subterranean sluggish streams and pools			
<b>Texas troglobitic water slater</b>	<i>Lirceolus smithii</i>		
subaquatic, subterranean obligate, aquifer			

## FISHES

		Federal Status	State Status
<b>Fountain darter</b>	<i>Etheostoma fonticola</i>	LE	E
known only from the San Marcos and Comal rivers; springs and spring-fed streams in dense beds of aquatic plants growing close to bottom, which is normally mucky; feeding mostly diurnal; spawns year-round with August and late winter to early spring peaks			
<b>Guadalupe bass</b>	<i>Micropterus treculii</i>		
endemic to perennial streams of the Edward's Plateau region; introduced in Nueces River system			
<b>Ironcolor shiner</b>	<i>Notropis chalybaeus</i>		
Big Cypress Bayou and Sabine River basins; spawns April-September, eggs sink to bottom of pool; pools and slow runs of low gradient small acidic streams with sandy substrate and clear well vegetated water; feeds mainly on small insects, ingested plant material not digested			
<b>San Marcos gambusia</b>	<i>Gambusia georgei</i>	LE	E
extinct; endemic; formerly known from upper San Marcos River; restricted to shallow, quiet, mud-bottomed shoreline areas without dense vegetation in thermally constant main channel			

## INSECTS

		Federal Status	State Status
<b>Comal Springs dryopid beetle</b>	<i>Stygoparnus comalensis</i>	LE	E
dryopids usually cling to objects in a stream; dryopids are sometimes found crawling on stream bottoms or along shores; adults may leave the stream and fly about, especially at night; most dryopid larvae are vermiform and live in soil or decaying wood			
<b>Comal Springs riffle beetle</b>	<i>Heterelmis comalensis</i>	LE	E
Comal and San Marcos Springs			
<b>Edwards Aquifer diving beetle</b>	<i>Haideoporus texanus</i>		
habitat poorly known; known from an artesian well in Hays County			



## HAYS COUNTY

### INSECTS

Federal Status

State Status

**Flint's net-spinning caddisfly** *Cheumatopsyche flinti*

very poorly known species with habitat description limited to 'a spring'

**San Marcos saddle-case caddisfly** *Protoptila arca*

known from an artesian well in Hays County; locally very abundant; swift, well-oxygenated warm water about 1-2 m deep; larvae and pupal cases abundant on rocks

**Texas austrocinodes caddisfly** *Austrocinodes texensis*

appears endemic to the karst springs and spring runs of the Edwards Plateau region; flow in type locality swift but may drop significantly during periods of little drought; substrate coarse and ranges from cobble and gravel to limestone bedrock; many limestone outcroppings also found along the streams

### MAMMALS

Federal Status

State Status

**Cave myotis** *Myotis velifer*

colonial and cave-dwelling; also roosts in rock crevices, old buildings, carports, under bridges, and even in abandoned Cliff Swallow (*Hirundo pyrrhonota*) nests; roosts in clusters of up to thousands of individuals; hibernates in limestone caves of Edwards Plateau and gypsum cave of Panhandle during winter; opportunistic insectivore

**Plains spotted skunk** *Spilogale putorius interrupta*

catholic; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie

**Red wolf** *Canis rufus*

LE

E

extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies

### MOLLUSKS

Federal Status

State Status

**False spike mussel** *Fusconaia mitchelli*

T

possibly extirpated in Texas; probably medium to large rivers; substrates varying from mud through mixtures of sand, gravel and cobble; one study indicated water lilies were present at the site; Rio Grande, Brazos, Colorado, and Guadalupe (historic) river basins

**Golden orb** *Quadrula aurea*

C

T

sand and gravel in some locations and mud at others; found in lentic and lotic; Guadalupe, San Antonio, Lower San Marcos, and Nueces River basins

**Smooth pimpleback** *Quadrula houstonensis*

C

T

small to moderate streams and rivers as well as moderate size reservoirs; mixed mud, sand, and fine gravel, tolerates very slow to moderate flow rates, appears not to tolerate dramatic water level fluctuations, scoured bedrock substrates, or shifting sand bottoms, lower Trinity (questionable), Brazos, and Colorado River basins



## HAYS COUNTY

### MOLLUSKS

		Federal Status	State Status
<b>Texas fatmucket</b>	<i>Lampsilis bracteata</i>	C	T
streams and rivers on sand, mud, and gravel substrates; intolerant of impoundment; broken bedrock and coarse gravel or sand in moderately flowing water; Colorado and Guadalupe River basins			
<b>Texas pimpleback</b>	<i>Quadrula petrina</i>	C	T
mud, gravel and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins			

### REPTILES

		Federal Status	State Status
<b>Cagle's map turtle</b>	<i>Graptemys caglei</i>		T
endemic; Guadalupe River System; shallow water with swift to moderate flow and gravel or cobble bottom, connected by deeper pools with a slower flow rate and a silt or mud bottom; gravel bar riffles and transition areas between riffles and pools especially important in providing insect prey items; nests on gently sloping sand banks within ca. 30 feet of water's edge			
<b>Spot-tailed earless lizard</b>	<i>Holbrookia lacerata</i>		
central and southern Texas and adjacent Mexico; moderately open prairie-brushland; fairly flat areas free of vegetation or other obstructions, including disturbed areas; eats small invertebrates; eggs laid underground			
<b>Texas garter snake</b>	<i>Thamnophis sirtalis annectens</i>		
wet or moist microhabitats are conducive to the species occurrence, but is not necessarily restricted to them; hibernates underground or in or under surface cover; breeds March-August			
<b>Texas horned lizard</b>	<i>Phrynosoma cornutum</i>		T
open, arid and semi-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive; breeds March-September			

### PLANTS

		Federal Status	State Status
<b>Bracted twistflower</b>	<i>Streptanthus bracteatus</i>	C	
Texas endemic; shallow, well-drained gravelly clays and clay loams over limestone in oak juniper woodlands and associated openings, on steep to moderate slopes and in canyon bottoms; several known soils include Tarrant, Brackett, or Speck over Edwards, Glen Rose, and Walnut geologic formations; populations fluctuate widely from year to year, depending on winter rainfall; flowering mid April-late May, fruit matures and foliage withers by early summer			
<b>Buckley tridens</b>	<i>Tridens buckleyanus</i>		
GLOBAL RANK: G3 ; Occurs in juniper-oak woodlands on rocky limestone slopes; Perennial; Flowering/Fruiting April-Nov			



## HAYS COUNTY

### PLANTS

Federal Status

State Status

**Glass Mountains coral-root**      *Hexalectris nitida*

GLOBAL RANK: G3; Apparently rare in mixed woodlands in canyons in the mountains of the Brewster County, but encountered with regularity, albeit in small numbers, under *Juniperus ashei* in woodlands over limestone on the Edwards Plateau, Callahan Divide and Lampasas Cutplain; Perennial; Flowering June-Sept; Fruiting July-Sept

**Gravelbar brickellbush**      *Brickellia dentata*

GLOBAL RANK: G3; Essentially restricted to frequently-scoured gravelly alluvial beds in creek and river bottoms; Perennial; Flowering June-Nov; Fruiting June-Oct

**Hall's prairie clover**      *Dalea hallii*

GLOBAL RANK: G3; In grasslands on eroded limestone or chalk and in oak scrub on rocky hillsides; Perennial; Flowering May-Sept; Fruiting June-Sept

**Heller's marbleseed**      *Onosmodium helleri*

GLOBAL RANK: G3; Occurs in loamy calcareous soils in oak-juniper woodlands on rocky limestone slopes, often in more mesic portions of canyons; Perennial; Flowering March-May

**Hill Country wild-mercury**      *Argythamnia aphoroides*

Texas endemic; mostly in bluestem-grama grasslands associated with plateau live oak woodlands on shallow to moderately deep clays and clay loams over limestone on rolling uplands, also in partial shade of oak-juniper woodlands in gravelly soils on rocky limestone slopes; Perennial; Flowering April-May with fruit persisting until midsummer

**Narrowleaf brickellbush**      *Brickellia eupatorioides* var. *gracillima*

GLOBAL RANK: G5T3; Moist to dry gravelly alluvial soils along riverbanks but also on limestone slopes; Perennial; Flowering/Fruiting April-Nov

**Net-leaf bundleflower**      *Desmanthus reticulatus*

GLOBAL RANK: G3; Mostly on clay prairies of the coastal plain of central and south Texas; Perennial; Flowering April-July; Fruiting April-Oct

**Osage Plains false foxglove**      *Agalinis densiflora*

GLOBAL RANK: G3; Most records are from grasslands on shallow, gravelly, well drained, calcareous soils; Prairies, dry limestone soils; Annual; Flowering Aug-Oct

**Plateau loosestrife**      *Lythrum ovalifolium*

GLOBAL RANK: G4; Banks and gravelly beds of perennial (or strong intermittent) streams on the Edwards Plateau, Llano Uplift and Lampasas Cutplain; Perennial; Flowering/Fruiting April-Nov

**Plateau milkvine**      *Matelea edwardsensis*

GLOBAL RANK: G3 ; Occurs in various types of juniper-oak and oak-juniper woodlands; Perennial; Flowering March-Oct; Fruiting May-June

**Scarlet leather-flower**      *Clematis texensis*

GLOBAL RANK: G3; Usually in oak-juniper woodlands in mesic rocky limestone canyons or along perennial streams; Perennial; Flowering March-July; Fruiting May-July



## HAYS COUNTY

### PLANTS

Federal Status

State Status

#### **Sycamore-leaf snowbell**

*Styrax platanifolius ssp. platanifolius*

GLOBAL RANK: G3T3; Rare throughout range, usually in oak-juniper woodlands on steep rocky banks and ledges along intermittent or perennial streams, rarely far from some reliable source of moisture; Perennial; Flowering April-May; Fruiting May-Aug

#### **Texas amorphia**

*Amorpha roemeriana*

GLOBAL RANK: G3; Juniper-oak woodlands or shrublands on rocky limestone slopes, sometimes on dry shelves above creeks; Perennial; Flowering May-June; Fruiting June-Oct

#### **Texas barberry**

*Berberis swaseyi*

GLOBAL RANK: G3; Shallow calcareous stony clay of upland grasslands/shrublands over limestone as well as in loamier soils in openly wooded canyons and on creek terraces; Perennial; Flowering/Fruiting March-June

#### **Texas fescue**

*Festuca versuta*

GLOBAL RANK: G3; Occurs in mesic woodlands on limestone-derived soils on stream terraces and canyon slopes; Perennial; Flowering/Fruiting April-June

#### **Texas seymeria**

*Seymeria texana*

GLOBAL RANK: G3; Found primarily in grassy openings in juniper-oak woodlands on dry rocky slopes but sometimes on rock outcrops in shaded canyons; Annual; Flowering May-Nov; Fruiting July-Nov

#### **Texas wild-rice**

*Zizania texana*

LE

E

Texas endemic; spring-fed river, in clear, cool, swift water mostly less than 1 m deep, with coarse sandy soils rather than finer clays; flowering year-round, peaking March-June

#### **Tree dodder**

*Cuscuta exaltata*

GLOBAL RANK: G3; Parasitic on various *Quercus*, *Juglans*, *Rhus*, *Vitis*, *Ulmus*, and *Diospyros* species as well as *Acacia berlandieri* and other woody plants; Annual; Flowering May-Oct; Fruiting July-Oct

#### **Warnock's coral-root**

*Hexalectris warnockii*

in leaf litter and humus in oak-juniper woodlands on shaded slopes and intermittent, rocky creekbeds in canyons; in the Trans Pecos in oak-pinyon-juniper woodlands in higher mesic canyons (to 2000 m [6550 ft]), primarily on igneous substrates; in Terrell County under *Quercus fusiformis* mottes on terraces of spring-fed perennial streams, draining an otherwise rather xeric limestone landscape; on the Callahan Divide (Taylor County), the White Rock Escarpment (Dallas County), and the Edwards Plateau in oak-juniper woodlands on limestone slopes; in Gillespie County on igneous substrates of the Llano Uplift; flowering June-September; individual plants do not usually bloom in successive years





# CITY OF KYLE, TEXAS

## Annual Racial Profiling Report

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation of the 2018 Annual Racial Profiling Report. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ 2018 Racial Profiling Memo Feb 2019
- ☐ 2018 Racial Profiling Data Analysis Lt Memo
- ☐ Racial Profiling Report 2018
- ☐ Racial Profiling and Bias Policy 2.2 KPD
- ☐ 2018 Racial Profiling Complaint Memo Captain





# KYLE POLICE DEPARTMENT

## Memorandum

To: Scott Sellers, City Manager

Cc: James Earp, Assistant City Manager

Jennifer Vetrano, City Secretary

From: Jeff Barnett, Chief of Police

Date: February 13, 2019

Re: 2018 Annual Racial Profiling Report

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The Kyle Police Department is submitting the 2018 Racial Profiling Report as required by the Texas Code of Criminal Procedure. This report is required to be submitted to the governing body on or before March 1st of each year. Please find the following documents for your review and presentation to the City Council:

Kyle Police Department Racial Profiling Policy Chapter 2.2;  
Kyle Police Department Annual Report – 2018 Data  
Memorandum from Captain Hernandez  
Memorandum from Lt. Marmolejo

As you may recall, the State of Texas enacted a law requiring certain actions on behalf of the local agency and the individual law enforcement officers when conducting traffic or pedestrian stops. The Kyle Police Department has a policy that prohibits officers from engaging in racial profiling as defined by state law, and our officers are directed to capture certain types of data pertaining to traffic and pedestrian detentions with members of the public. The Kyle Police Department police vehicles that routinely engage in traffic and pedestrian stops are outfitted with audio and video recording equipment. Additionally, patrol and traffic officers are outfitted with body worn cameras for additional recording. These videos are retained for a period of not less than 90 days, and they are reviewed throughout the year by supervisory staff as required by the statute.

The Kyle Police Department does have a publicly promoted process by which an individual may file a complaint if the individual believes that a Kyle Police Officer has engaged in racial profiling. Furthermore, the Kyle Police Department did not receive any complaints pertaining to racial profiling during this reporting period.



# KYLE POLICE DEPARTMENT

## Memorandum

In reviewing the data, the Kyle Police Department conducted a total of 11,963 motor vehicle and pedestrian stops. The following table represents the percentage of individuals stopped by race/ethnicity as categorized and defined by the State of Texas:

<b>Race/Ethnicity</b>	<b>Percent of Total Stops</b>
Black	9.42%
Asian/Pacific Islander	1.29%
Caucasian	48.42%
Hispanic/Latino	40.24%
Alaska Native/ American Indian	0.53%

An analysis of the data was conducted by Lt. Marmolejo. His findings of adherence to policies and state law are outlined in the memorandum provided by Lt. Marmolejo. A brief overview of the data collected is described below. Of the 11,963 stops that resulted in an arrest, citation, or written or verbal warning, 430 vehicle searches were conducted. Of those 430 searches, 76 were consensual while 227 of them were based upon probable cause and 59 were incident to arrest. 23 of the searches were due to contraband in plain view of the officer and 45 were inventory searches. Of the same 430 searches, 306 categories of contraband were located and as identified in the following categories: alcohol (36); currency (1); drugs (207); other (55); stolen property (3); and weapons (4).

Of the same 11,963 traffic stops, only in 189 of the instances was the race/ethnicity of the vehicle operator known to the police officer prior to the vehicle stop. The results of the traffic stops were as follows: arrest (188); citation (5063); citation and arrest (75); verbal warning (5126); written warning (1500); and written warning with arrest (11). Of those 274 arrests, the reason for arrest was based on the following: outstanding warrant (82); violation of penal code (138); and violation of traffic law (54).

This report has been filed with the Texas Commission on Law Enforcement as required. It is my understanding that this report will be provided to the City Council prior to the March 1st deadline, and I am prepared to make any presentations as directed by you in the future.

Please let me know if you would like any further information concerning this report. Thank you very much.





## KYLE POLICE DEPARTMENT

Date: 02/12/2019

To: Chief Jeff Barnett  
Cc: Captain Pedro Hernandez

From: Lt. Andre Marmolejo

Ref: 2018 Racial Profiling Data Analysis

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As directed, I performed an analytical assessment of the racial profiling data for 2018 provided by Brazos systems. This data was collected from our traffic/pedestrian stops and in compliance with the Sandra Bland act.

After thorough review, it is my opinion that our Department is in compliance with racial profiling laws. To my knowledge, our Department had no racial profiling complaints lodged against it in 2018, and there is no data to support that the Department as a whole engages in improper targeting or enforcement actions against people of any race or ethnicity.

Please advise if you require further detail or information.

Respectfully,

A handwritten signature in black ink, appearing to be "A. Marmolejo", written over a horizontal line.

Lieutenant Andre Marmolejo  
Patrol Commander



Kyle, TX PD

Jan 1, 2018 - Dec 31, 2018

**Racial Profiling Report 2018**

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

<b>1. Gender</b>		<b>7. Reason for Search?</b>	
FEMALE	4487	CONSENT	76
MALE	7476	CONTRABAND IN PLAIN VIEW	23
Total	11963	INCIDENT TO ARREST	59
<b>2. Race or ethnicity</b>		INVENTORY	45
ALASKA NATIVE/AMERICAN INDIAN	63	NO SEARCH	11533
ASIAN/PACIFIC ISLANDER	154	PROBABLE CAUSE	227
BLACK	1127	Total	11963
HISPANIC/LATINO	4814	<b>8. Was Contraband discovered?</b>	
WHITE	5805	N	167
Total	11963	Y	263
<b>3. Was race or ethnicity known prior to stop?</b>		Total	430
N	11774	<b>9. Description of contraband</b>	
Y	189	ALCOHOL	36
Total	11963	CURRENCY	1
<b>4. Reason for Stop?</b>		DRUGS	207
MOVING TRAFFIC VIOLATION	5848	OTHER	55
PRE EXISTING KNOWLEDGE	95	STOLEN PROPERTY	3
VEHICLE TRAFFIC VIOLATION	5627	WEAPONS	4
VIOLATION OF LAW	393	Total Contraband Found	306
Total	11963	<b>10. Result of the stop</b>	
<b>5. Street address or approximate location of the stop</b>		ARREST	188
CITY STREET	6472	CITATION	5063
COUNTY ROAD	449	CITATION AND ARREST	75
PRIVATE PROPERTY OR OTHER	144	VERBAL WARNING	5126
STATE HIGHWAY	747	WRITTEN WARNING	1500
US HIGHWAY	4151	WRITTEN WARNING AND ARREST	11
Total	11963	Total	11963
<b>6. Was a search conducted?</b>		<b>11. Arrest based on</b>	
N	11533	OUTSTANDING WARRANT	82
Y	430	VIOLATION OF PENAL CODE	138
Total	11963	VIOLATION OF TRAFFIC LAW	54
		Arrest Total	274
		<b>12. Was physical force resulting in bodily injury used during stop?</b>	
		N	11953
		Y	10
		Total	11963



# Racial Profiling Report | Full report

<b>Agency Name:</b>	Kyle Police Department
<b>Reporting Date:</b>	01/18/2019
<b>TCOLE Agency Number:</b>	209202
<b>Chief Administrator:</b>	Dr. Jeff Barnett
<b>Agency Contact Information:</b>	
<b>Phone:</b>	512-268-0859
<b>Email:</b>	jbarnett@cityofkyle.com
<b>Mailing Address:</b>	111 N. Front Street Kyle Tx. 78640

This Agency filed a full report

Kyle Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Kyle Police Department from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Kyle Police Department if the individual believes that a peace officer employed by the Kyle Police Department has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Kyle Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Kyle Police Department 's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - a.) the race or ethnicity of the individual detained;
  - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and



7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Executed by:** Dr. Jeff Barnett

Chief Administrator

**Kyle Police Department**

**Date:** 01/18/2019



Total stops: 11

Gender

**Female:** 4487

**Male:** 7476

Race or ethnicity

**Black:** 1127

**Asian/Pacific Islander:** 154

**White:** 5805

**Hispanic/Latino:** 4814

**Alaska Native/American Indian:** 63

Was race or ethnicity known prior to stop?

**Yes:** 189

**No:** 11774

Reason for stop?

**Violation of law:** 393

**Pre existing knowledge:** 95

**Moving traffic violation:** 5848

**Vehicule traffic violation:** 5627

Street address or approximate location of the stop

**City street:** 6472

**US highway:** 4151

**State highway:** 747

**County road:** 449

**Private property or other:** 144

Was a search conducted?

**Yes:** 430

**No:** 11533

Reason for Search?

**Consent:** 76

**Contraband:** 23

**Probable cause:** 227



Was Contraband discovered?

**Yes:** 263

**No:** 167

Description of contraband

**Drugs:** 207

**Currency:** 1

**Weapons:** 4

**Alcohol:** 36

**Stolen property:** 3

**Other:** 55

Result of the stop

**Verbal warning:** 5126

**Written warning:** 1500

**Citation:** 5063

**Written warning and arrest:** 11

**Citation and arrest:** 75

**Arrest:** 188

Arrest Total

**Total:** 54

Arrest based on

**Violation of Penal Code:** 138

**Violation of Traffic Law:** 54

**Violation of City Ordinance:** 0

**Outstanding Warrant** 82

Was physical force resulting in bodily injury used during stop


**Yes:** 10

**No:** 11953

Submitted electronically to the





<p>GENERAL ORDER</p>  <p>Kyle Police Department</p>	Effective: 07-09-15	<b>Chapter 2.2</b>
	Section: Professional Standards and Conduct	Subject: <b>Racial Profiling and Bias Reduction</b>
	Approved: <u>Jeff Barnett</u>	
	Revised: 08-30-17 Reference TBP: 2.01	

## I. POLICY

We are committed to the support of constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion. All people carry biases: in law enforcement, however, the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

## II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

## III. DEFINITIONS

Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. **Bias:** Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. **Biased policing:** Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. **Ethnicity:** A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.



- D. Gender: The state of being male or female (typically used with reference to social and cultural differences rather than biological ones).
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense is about to be, has been, or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Middle Eastern, Asian, or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is an investigative detention.

#### IV. PROCEDURES

##### A. General responsibilities

1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age or cultural group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
3. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
  - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
  - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.



4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
  - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and should actively provide referrals to other appropriate agencies.
  - b. Personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department.
5. When feasible, personnel should offer explanations of the reasons for enforcement actions or other decisions that bear on an individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety. When concluding an encounter, personnel may thank him or her for cooperating.
6. When feasible, all personnel shall identify themselves by rank and name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Requirements for Traffic Stops:

1. A peace officer who makes a traffic stop which results in the issuance of a warning, citation, or an arrest shall record and report the following information:
  - a. The race or ethnicity of the individual detained; and
  - b. Whether the officer conducted a search as a result of the stop, and if so, whether the authorized person consented to the search.
  - c. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
  - d. Response to resistance that resulted in bodily injury during a traffic stop.
  - e. Location of the stop
  - f. Reason for the stop

C. Retention Period:

- a. The Department shall retain the video and audio equipment documentation of each traffic or pedestrian stop for at least 180 days after the date of the stop.
- b. If a complaint is filed with the department alleging that a Kyle Police Officer has engaged in racial profiling with respect to a traffic or pedestrian stop, the department shall retain the video and audio recording of the stop until final disposition of the complaint.

D. Review Process:



1. Sworn supervisors and the Patrol Lieutenant shall periodically review randomly selected sampling of video and audio recordings made recently by all peace officers employed by this department.
2. In addition to reviewing stops and arrests pursuant to the statutory requirements, reviewing supervisors will also assess the individual officer's violator approach, interpersonal skills, officer safety skills, positioning of the patrol vehicle etc. for training purposes, employee coaching or discipline. Any specific incident meriting further consideration for racial profiling review by this process shall be forwarded to the Chief of Police for an Internal Affairs unit review.
3. By March 1 of each year, an annual administrative review of agency practices, collected data, and citizen complaints of racial profiling will be performed by the Chief of Police or his designee.

**E. Supervisory responsibilities**

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify, document and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

**F. Disciplinary consequences**

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

**G. Training (TBP: 2.01)**

1. Officers shall complete all training required by state law regarding bias based profiling.

**V. COMPLAINTS**

- A. The department shall publish "How to Make a Complaint" information and make this available at the police department. The department's complaint process will be posted on the department's



website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.

1. Racial-Profilng complaints may be made in the following manner:

a. In person:

Kyle Police Department  
111 N Front Street  
Kyle, TX 78640

b. By telephone (512)268-0859

c. By email: [kylepd@cityofkyle.com](mailto:kylepd@cityofkyle.com)

d. By mail:

Kyle Police Department  
P.O. Box 40  
Kyle, TX 78640

B. Written and signed complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.

C. Complainants will be notified of the results of the investigations when such investigation is completed.

## VI. RECORD KEEPING

A. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.

B. The information collected above will be reported to the city council annually.

C. The information will also be reported to TCOLE in the required format.





# KYLE POLICE DEPARTMENT

## Memorandum

Date: January 16, 2019

To: Dr. Jeff Barnett  
Chief of Police

From: Pedro F. Hernandez Jr.  
Police Captain

A handwritten signature in blue ink, appearing to be "P. Hernandez", enclosed within a circular blue ink scribble.

Re: 2018 Racial Profiling Report

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During the calendar year of 2018 our agency conducted 11,970 traffic stops. During this time our agency did not receive any complaints of racial profiling.





# CITY OF KYLE, TEXAS

## Civil Service Commission Appointment

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Confirm City Manager's appointment to the Civil Service Commission to fill a vacancy for a term to expire July 31, 2021. ~ *J. Scott Sellers, City Manager*

- Rebecca Voss

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Rebecca Voss Resume



# Rebecca Voss

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110 Pedernales Drive, Kyle, Texas 78640 | 512-749-7801 | rybz1973@gmail.com

## Education

- **Illinois Valley Community College**
- Certified Nursing Assistant
- Graduated December 1993
- **Hall High School**
- General Studies
- Graduated May 1992

## Skills & Abilities

- Opened more checkout lanes if needed
- Ran breaks and lunches
- Trained new cashiers and baggers
- Wrote weekly work schedule
- Wrote and issued documentation, both constructive and positive
- Reviewed applications
- Conducted interviews, phone, group and one on one
- Completed new hire paperwork
- Answered phone
- Payroll
- Filing
- Lead field trips
- Reviewed and approved donation requests

## Experience

STORE ADMIN | HEB | 2008-NOVEMBER 2016

CENTRAL CHECKOUT MANAGER | HEB | AUGUST 2007-2008





# CITY OF KYLE, TEXAS

## Reliable Automotive - Site Plan (SD-18-0026)

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve Reliable Automotive - Site Plan (SD-18-0026) 6.79 acres; 1 commercial lot for property located at 4600 S. FM 1626 in Plum Creek. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to approve the site plan.*

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- ☐ Site Plan
- ☐ Location Map



Item # 9









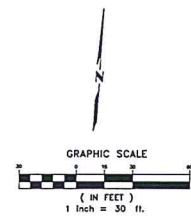










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**NOTES**

1) ALL PUBLIC STREETS SHALL BE CLEARED OF SEDIMENT AND MUD ON A DAILY BASIS. EXISTING DRIVEWAYS MAY BE USED AS STABILIZED CONSTRUCTION ENTRANCE IN ADDITION TO THE TO THE PROPOSED CONSTRUCTION ENTRANCE SHOWN ON THE PLAN.

2) CONCRETE WASHOUT PITS MUST BE CLEARED OUT ONCE FILLED TO GROUND LEVEL, (IF OR BELOW GRADE PITS) OR ONCE FILLED TO THE TOP OF THE ABOVE GRADE FRAME (IF OR AT-ABOVE GRADE PITS).

**LIMITS OF CONSTRUCTION:**  
**±46,878 SF = ±1.07 AC**



**TEXAS ONE CALL SYSTEM**  
1-800-245-4545

UNDER PENALTY OF LAW, THE CONTRACTOR IS  
REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM  
AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

**NOTE. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF AUSTIN MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.**

(CAUTION - ELECTRICITY PRESENT)

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, LISTING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES, VES. ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRIC LINES OR FROM DANGERING, DIGGING UP OR UNCOVERING THE ELECTRIC LINES, GETTING IN ANY WAY, OR BY ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES THE ENGINEER AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

Item # 9





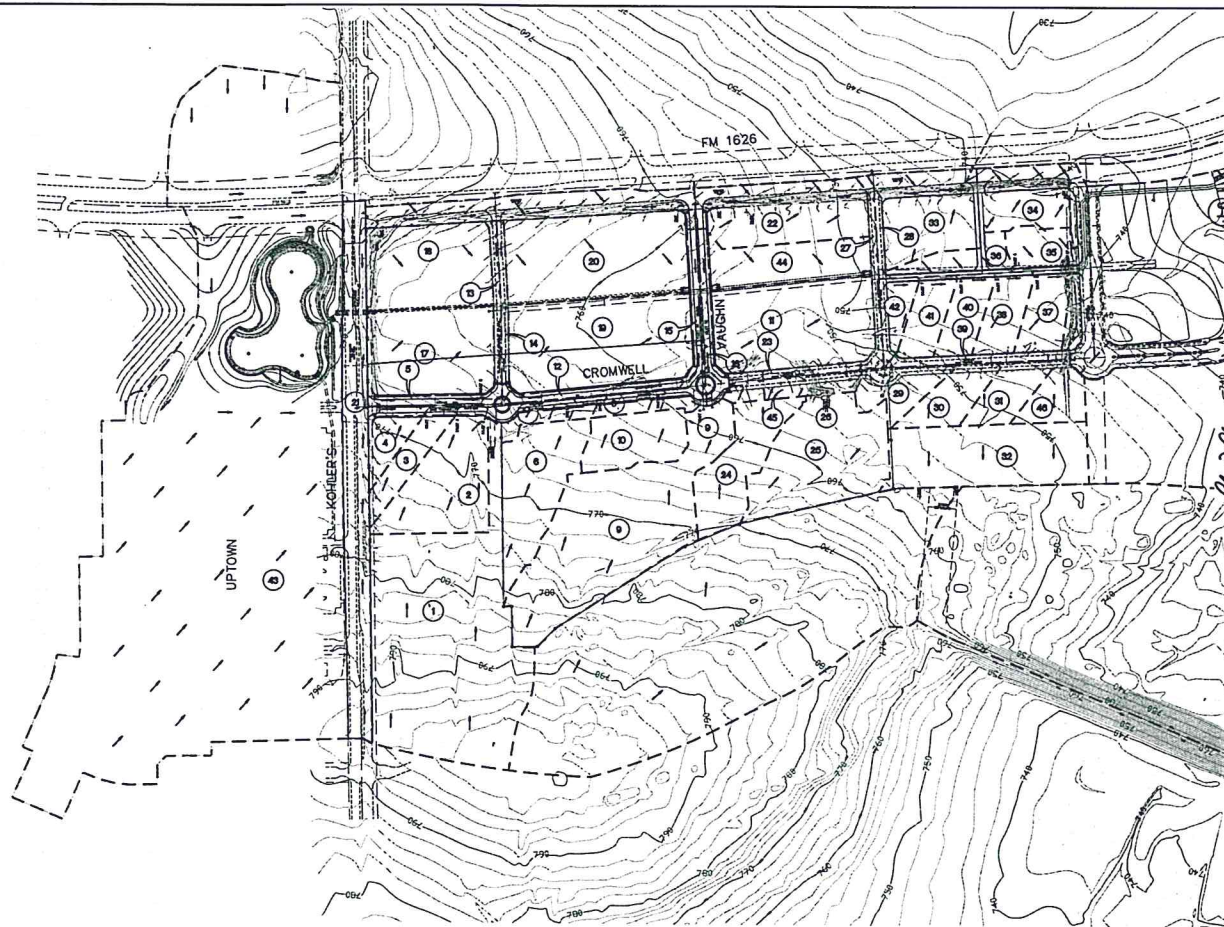
DRAINAGE AREA BOUNDARY  
SITE LIMITS  
DRAINAGE ARROW

DRAINAGE AREA

### DRAINAGE CALCULATIONS

[illegible][illegible]

trial	AGE	Sex	Height	Weight	Height <sup>2</sup>	Weight <sup>2</sup>	Age <sup>2</sup>	Age <sup>3</sup>	Age <sup>4</sup>	Age <sup>5</sup>	Age <sup>6</sup>	Age <sup>7</sup>	Age <sup>8</sup>	Age <sup>9</sup>	Age <sup>10</sup>	Age <sup>11</sup>	Age <sup>12</sup>	Age <sup>13</sup>	Age <sup>14</sup>	Age <sup>15</sup>	Age <sup>16</sup>	Age <sup>17</sup>	Age <sup>18</sup>	Age <sup>19</sup>	Age <sup>20</sup>	Age <sup>21</sup>	Age <sup>22</sup>	Age <sup>23</sup>	Age <sup>24</sup>	Age <sup>25</sup>	Age <sup>26</sup>	Age <sup>27</sup>	Age <sup>28</sup>	Age <sup>29</sup>	Age <sup>30</sup>	Age <sup>31</sup>	Age <sup>32</sup>	Age <sup>33</sup>	Age <sup>34</sup>	Age <sup>35</sup>	Age <sup>36</sup>	Age <sup>37</sup>	Age <sup>38</sup>	Age <sup>39</sup>	Age <sup>40</sup>	Age <sup>41</sup>	Age <sup>42</sup>	Age <sup>43</sup>	Age <sup>44</sup>	Age <sup>45</sup>	Age <sup>46</sup>	Age <sup>47</sup>	Age <sup>48</sup>	Age <sup>49</sup>	Age <sup>50</sup>	Age <sup>51</sup>	Age <sup>52</sup>	Age <sup>53</sup>	Age <sup>54</sup>	Age <sup>55</sup>	Age <sup>56</sup>	Age <sup>57</sup>	Age <sup>58</sup>	Age <sup>59</sup>	Age <sup>60</sup>	Age <sup>61</sup>	Age <sup>62</sup>	Age <sup>63</sup>	Age <sup>64</sup>	Age <sup>65</sup>	Age <sup>66</sup>	Age <sup>67</sup>	Age <sup>68</sup>	Age <sup>69</sup>	Age <sup>70</sup>	Age <sup>71</sup>	Age <sup>72</sup>	Age <sup>73</sup>	Age <sup>74</sup>	Age <sup>75</sup>	Age <sup>76</sup>	Age <sup>77</sup>	Age <sup>78</sup>	Age <sup>79</sup>	Age <sup>80</sup>	Age <sup>81</sup>	Age <sup>82</sup>	Age <sup>83</sup>	Age <sup>84</sup>	Age <sup>85</sup>	Age <sup>86</sup>	Age <sup>87</sup>	Age <sup>88</sup>	Age <sup>89</sup>	Age <sup>90</sup>	Age <sup>91</sup>	Age <sup>92</sup>	Age <sup>93</sup>	Age <sup>94</sup>	Age <sup>95</sup>	Age <sup>96</sup>	Age <sup>97</sup>	Age <sup>98</sup>	Age <sup>99</sup>	Age <sup>100</sup>	Age <sup>101</sup>	Age <sup>102</sup>	Age <sup>103</sup>	Age <sup>104</sup>	Age <sup>105</sup>	Age <sup>106</sup>	Age <sup>107</sup>	Age <sup>108</sup>	Age 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<sup>369</sup>	Age <sup>370</sup>	Age <sup>371</sup>	Age <sup>372</sup>	Age <sup>373</sup>	Age <sup>374</sup>	Age <sup>375</sup>	Age <sup>376</sup>	Age <sup>377</sup>	Age <sup>378</sup>	Age <sup>379</sup>	Age <sup>380</sup>	Age <sup>381</sup>	Age <sup>382</sup>	Age <sup>383</sup>	Age <sup>384</sup>	Age <sup>385</sup>	Age <sup>386</sup>	Age <sup>387</sup>	Age <sup>388</sup>	Age <sup>389</sup>	Age <sup>390</sup>	Age <sup>391</sup>	Age <sup>392</sup>	Age <sup>393</sup>	Age <sup>394</sup>	Age <sup>395</sup>	Age <sup>396</sup>	Age <sup>397</sup>	Age <sup>398</sup>	Age <sup>399</sup>	Age <sup>400</sup>	Age <sup>401</sup>	Age <sup>402</sup>	Age <sup>403</sup>	Age <sup>404</sup>	Age <sup>405</sup>	Age <sup>406</sup>	Age <sup>407</sup>	Age <sup>408</sup>	Age <sup>409</sup>	Age <sup>410</sup>	Age <sup>411</sup>	Age <sup>412</sup>	Age <sup>413</sup>	Age <sup>414</sup>	Age <sup>415</sup>	Age <sup>416</sup>	Age <sup>417</sup>	Age <sup>418</sup>	Age <sup>419</sup>	Age <sup>420</sup>	Age <sup>421</sup>	Age <sup>422</sup>	Age <sup>423</sup>	Age <sup>424</sup>	Age <sup>425</sup>	Age <sup>426</sup>	Age <sup>427</sup>	Age <sup>428</sup>	Age <sup>429</sup>	Age <sup>430</sup>	Age <sup>431</sup>	Age <sup>432</sup>	Age <sup>433</sup>	Age <sup>434</sup>	Age <sup>435</sup>	Age <sup>436</sup>	Age <sup>437</sup>	Age <sup>438</sup>	Age <sup>439</sup>	Age <sup>440</sup>	Age <sup>441</sup>	Age <sup>442</sup>	Age <sup>443</sup>	Age <sup>444</sup>	Age <sup>445</sup>	Age <sup>446</sup>	Age <sup>447</sup>	Age <sup>448</sup>	Age <sup>449</sup>	Age <sup>450</sup>	Age <sup>451</sup>	Age <sup>452</sup>	Age <sup>453</sup>	Age <sup>454</sup>	Age <sup>455</sup>	Age <sup>456</sup>	Age <sup>457</sup>	Age <sup>458</sup>	Age <sup>459</sup>	Age <sup>460</sup>	Age <sup>461</sup>	Age <sup>462</sup>	Age <sup>463</sup>	Age <sup>464</sup>	Age <sup>465</sup>	Age <sup>466</sup>	Age <sup>467</sup>	Age <sup>468</sup>	Age <sup>469</sup>	Age <sup>470</sup>	Age <sup>471</sup>	Age <sup>472</sup>	Age <sup>473</sup>	Age <sup>474</sup>	Age <sup>475</sup>	Age <sup>476</sup>	Age <sup>477</sup>	Age <sup>478</sup>	Age <sup>479</sup>	Age <sup>480</sup>	Age <sup>481</sup>	Age <sup>482</sup>	Age <sup>483</sup>	Age <sup>484</sup>	Age <sup>485</sup>	Age <sup>486</sup>	Age <sup>487</sup>	Age <sup>488</sup>	Age <sup>489</sup>	Age <sup>490</sup>	Age <sup>491</sup>	Age <sup>492</sup>	Age <sup>493</sup>	Age <sup>494</sup>	Age <sup>495</sup>	Age <sup>496</sup>	Age <sup>497</sup>	Age <sup>498</sup>	Age <sup>499</sup>	Age <sup>500</sup>	Age <sup>501</sup>	Age <sup>502</sup>	Age <sup>503</sup>	Age <sup>504</sup>	Age <sup>505</sup>	Age <sup>506</sup>	Age <sup>507</sup>	Age <sup>508</sup>	Age <sup>509</sup>	Age <sup>510</sup>	Age <sup>511</sup>	Age <sup>512</sup>	Age <sup>513</sup>	Age <sup>514</sup>	Age <sup>515</sup>	Age <sup>516</sup>	Age <sup>517</sup>	Age <sup>518</sup>	Age <sup>519</sup>	Age <sup>520</sup>	Age <sup>521</sup>	Age <sup>522</sup>	Age <sup>523</sup>	Age <sup>524</sup>	Age <sup>525</sup>	Age <sup>526</sup>	Age <sup>527</sup>	Age <sup>528</sup>	Age <sup>529</sup>	Age <sup>530</sup>	Age <sup>531</sup>	Age <sup>532</sup>	Age <sup>533</sup>	Age <sup>534</sup>	Age <sup>535</sup>	Age <sup>536</sup>	Age <sup>537</sup>	Age <sup>538</sup>	Age <sup>539</sup>	Age <sup>540</sup>	Age <sup>541</sup>	Age <sup>542</sup>	Age <sup>543</sup>	Age <sup>544</sup>	Age <sup>545</sup>	Age <sup>546</sup>	Age <sup>547</sup>	Age <sup>548</sup>	Age <sup>549</sup>	Age <sup>550</sup>	Age <sup>551</sup>	Age <sup>552</sup>	Age <sup>553</sup>	Age <sup>554</sup>	Age <sup>555</sup>	Age <sup>556</sup>	Age <sup>557</sup>	Age <sup>558</sup>	Age <sup>559</sup>	Age <sup>560</sup>	Age <sup>561</sup>	Age <sup>562</sup>	Age <sup>563</sup>	Age <sup>564</sup>	Age <sup>565</sup>	Age <sup>566</sup>	Age <sup>567</sup>	Age <sup>568</sup>	Age <sup>569</sup>	Age <sup>570</sup>	Age <sup>571</sup>	Age <sup>572</sup>	Age <sup>573</sup>	Age <sup>574</sup>	Age <sup>575</sup>	Age <sup>576</sup>	Age <sup>577</sup>	Age <sup>578</sup>	Age <sup>579</sup>	Age <sup>580</sup>	Age <sup>581</sup>	Age <sup>582</sup>	Age <sup>583</sup>	Age <sup>584</sup>	Age <sup>585</sup>	Age <sup>586</sup>	Age <sup>587</sup>	Age <sup>588</sup>	Age <sup>589</sup>	Age <sup>590</sup>	Age <sup>591</sup>	Age <sup>592</sup>	Age <sup>593</sup>	Age <sup>594</sup>	Age <sup>595</sup>	Age <sup>596</sup>	Age <sup>597</sup>	Age <sup>598</sup>	Age <sup>599</sup>	Age <sup>600</sup>	Age <sup>601</sup>	Age <sup>602</sup>	Age <sup>603</sup>	Age <sup>604</sup>	Age <sup>605</sup>	Age <sup>606</sup>	Age <sup>607</sup>	Age <sup>608</sup>	Age <sup>609</sup>	Age <sup>610</sup>	Age <sup>611</sup>	Age <sup>612</sup>	Age <sup>613</sup>	Age <sup>614</sup>	Age <sup>615</sup>	Age <sup>616</sup>	Age <sup>617</sup>	Age <sup>618</sup>	Age <sup>619</sup>	Age <sup>620</sup>	Age <sup>621</sup>	Age <sup>622</sup>	Age <sup>623</sup>	Age <sup>624</sup>	Age <sup>625</sup>	Age <sup>626</sup>	Age <sup>627</sup>	Age <sup>628</sup>	Age <sup>629</sup>	Age <sup>630</sup>	Age <sup>631</sup>	Age <sup>632</sup>	Age <sup>633</sup>	Age <sup>634</sup>	Age <sup>635</sup>	Age <sup>636</sup>	Age <sup>637</sup>	Age <sup>638</sup>	Age <sup>639</sup>	Age <sup>640</sup>	Age <sup>641</sup>	Age <sup>642</sup>	Age <sup>643</sup>	Age <sup>644</sup>	Age <sup>645</sup>	Age <sup>646</sup>	Age <sup>647</sup>	Age <sup>648</sup>	Age <sup>649</sup>	Age <sup>650</sup>	Age <sup>651</sup>	Age <sup>652</sup>	Age <sup>653</sup>	Age <sup>654</sup>	Age <sup>655</sup>	Age <sup>656</sup>	Age <sup>657</sup>	Age <sup>658</sup>	Age <sup>659</sup>	Age <sup>660</sup>	Age <sup>661</sup>	Age <sup>662</sup>	Age <sup>663</sup>	Age <sup>664</sup>	Age <sup>665</sup>	Age <sup>666</sup>	Age <sup>667</sup>	Age <sup>668</sup>	Age <sup>669</sup>	Age <sup>670</sup>	Age <sup>671</sup>	Age <sup>672</sup>	Age <sup>673</sup>	Age <sup>674</sup>	Age <sup>675</sup>	Age <sup>676</sup>	Age <sup>677</sup>	Age <sup>678</sup>	Age <sup>679</sup>	Age <sup>680</sup>	Age <sup>681</sup>	Age <sup>682</sup>	Age <sup>683</sup>	Age <sup>684</sup>	Age <sup>685</sup>	Age <sup>686</sup>	Age <sup>687</sup>	Age <sup>688</sup>	Age <sup>689</sup>	Age <sup>690</sup>	Age <sup>691</sup>	Age <sup>692</sup>	Age <sup>693</sup>	Age <sup>694</sup>	Age <sup>695</sup>	Age <sup>696</sup>	Age <sup>697</sup>	Age <sup>698</sup>	Age <sup>699</sup>	Age <sup>700</sup>	Age <sup>701</sup>	Age <sup>702</sup>	Age <sup>703</sup>	Age <sup>704</sup>	Age <sup>705</sup>	Age <sup>706</sup>	Age <sup>707</sup>	Age <sup>708</sup>	Age <sup>709</sup>	Age <sup>710</sup>	Age <sup>711</sup>	Age <sup>712</sup>	Age <sup>713</sup>	Age <sup>714</sup>	Age <sup>715</sup>	Age <sup>716</sup>	Age <sup>717</sup>	Age <sup>718</sup>	Age <sup>719</sup>	Age <sup>720</sup>	Age <sup>721</sup>	Age <sup>722</sup>	Age <sup>723</sup>	Age <sup>724</sup>	Age <sup>725</sup>	Age <sup>726</sup>	Age <sup>727</sup>	Age <sup>728</sup>	Age <sup>729</sup>	Age <sup>730</sup>	Age <sup>731</sup>	Age <sup>732</sup>	Age <sup>733</sup>	Age <sup>734</sup>	Age <sup>735</sup>	Age <sup>736</sup>	Age <sup>737</sup>	Age <sup>738</sup>	Age <sup>739</sup>	Age <sup>740</sup>	Age <sup>741</sup>	Age <sup>742</sup>	Age <sup>743</sup>	Age <sup>744</sup>	Age <sup>745</sup>	Age <sup>746</sup>	Age <sup>747</sup>	Age <sup>748</sup>	Age <sup>749</sup>	Age <sup>750</sup>	Age <sup>751</sup>	Age <sup>752</sup>	Age <sup>753</sup>	Age <sup>754</sup>	Age <sup>755</sup>	Age <sup>756</sup>	Age <sup>757</sup>	Age <sup>758</sup>	Age <sup>759</sup>	Age <sup>760</sup>	Age <sup>761</sup>	Age <sup>762</sup>	Age <sup>763</sup>	Age <sup>764</sup>	Age <sup>765</sup>	Age <sup>766</sup>	Age <sup>767</sup>	Age <sup>768</sup>	Age <sup>769</sup>	Age <sup>770</sup>	Age <sup>771</sup>	Age <sup>772</sup>	Age <sup>773</sup>	Age <sup>774</sup>	Age <sup>775</sup>	Age <sup>776</sup>	Age <sup>777</sup>	Age <sup>778</sup>	Age <sup>779</sup>	Age <sup>780</sup>	Age <sup>781</sup>	Age <sup>782</sup>	Age <sup>783</sup>	Age <sup>784</sup>	Age <sup>785</sup>	Age <sup>786</sup>	Age <sup>787</sup>	Age <sup>788</sup>	Age <sup>789</sup>	Age <sup>790</sup>	Age <sup>791</sup>	Age <sup>792</sup>	Age <sup>793</sup>	Age <sup>794</sup>	Age <sup>795</sup>	Age <sup>796</sup>	Age <sup>797</sup>	Age <sup>798</sup>	Age <sup>799</sup>	Age <sup>800</sup>	Age <sup>801</sup>	Age <sup>802</sup>	Age <sup>803</sup>	Age <sup>804</sup>	Age <sup>805</sup>	Age <sup>806</sup>	Age <sup>807</sup>	Age <sup>808</sup>	Age <sup>809</sup>	Age <sup>810</sup>	Age <sup>811</sup>	Age <sup>812</sup>	Age <sup>813</sup>	Age <sup>814</sup>	Age <sup>815</sup>	Age <sup>816</sup>	Age <sup>817</sup>	Age <sup>818</sup>	Age <sup>819</sup>	Age <sup>820</sup>	Age <sup>821</sup>	Age <sup>822</sup>	Age <sup>823</sup>	Age <sup>824</sup>	Age <sup>825</sup>	Age <sup>826</sup>	Age <sup>827</sup>	Age <sup>828</sup>	Age <sup>829</sup>	Age <sup>830</sup>	Age <sup>831</sup>	Age <sup>832</sup>	Age <sup>833</sup>	Age <sup>834</sup>	Age <sup>835</sup>	Age <sup>836</sup>	Age <sup>837</sup>	Age <sup>838</sup>	Age <sup>839</sup>	Age <sup>840</sup>	Age <sup>841</sup>	Age <sup>842</sup>	Age <sup>843</sup>	Age <sup>844</sup>	Age <sup>845</sup>	Age <sup>846</sup>	Age <sup>847</sup>	Age <sup>848</sup>	Age <sup>849</sup>	Age <sup>850</sup>	Age <sup>851</sup>	Age <sup>852</sup>	Age <sup>853</sup>	Age <sup>854</sup>	Age <sup>855</sup>	Age <sup>856</sup>	Age <sup>857</sup>	Age <sup>858</sup>	Age <sup>859</sup>	Age <sup>860</sup>	Age <sup>861</sup>	Age <sup>862</sup>	Age <sup>863</sup>	Age <sup>864</sup>	Age <sup>865</sup>	Age <sup>866</sup>	Age <sup>867</sup>	Age <sup>868</sup>	Age <sup>869</sup>	Age <sup>870</sup>	Age <sup>871</sup>	Age <sup>872</sup>	Age <sup>873</sup>	Age <sup>874</sup>	Age <sup>875</sup>	Age <sup>876</sup>	Age <sup>877</sup>	Age <sup>878</sup>	Age <sup>879</sup>	Age <sup>880</sup>	Age <sup>881</sup>	Age <sup>882</sup>	Age <sup>883</sup>	Age <sup>884</sup>	Age <sup>885</sup>	Age <sup>886</sup>	Age <sup>887</sup>	Age <sup>888</sup>	Age <sup>889</sup>
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### INLET CALCULATIONS

25-YEAR INLET CALCULATIONS - ON GRIDGE														
INLET	Q	QPASS	Q TOTAL	LENGTH	R.F.	EFF LEN	SLOPE	Vo	Ca/Ls	WIDTH	m/W	La	Q/Cs	Q PASS
A-1	7.90	0.00	7.90	10	100%	10.00	100%	0.47	0.83	11.0	0.80	8.49	1.18	7.90
A-2	6.00	0.00	6.00	10	100%	10.00	100%	0.44	0.90	8.9	0.95	7.33	1.36	6.00
A-3	7.50	0.00	7.50	10	100%	10.00	100%	0.44	0.90	8.9	0.95	7.33	1.36	7.50
A-4	8.00	0.00	8.00	10	100%	10.00	100%	0.44	0.91	10.1	0.94	7.51	1.33	8.00
A-5	6.10	0.00	6.10	10	100%	10.00	100%	0.42	0.88	9.1	1.00	6.98	1.44	6.10
A-6	7.50	0.00	7.50	10	100%	10.00	100%	0.44	0.90	9.9	0.95	7.48	1.27	7.50
A-7	5.10	0.00	5.10	10	100%	10.00	100%	0.32	0.85	8.4	1.06	6.00	1.67	5.10

INLET	Q	Q <sub>MAX</sub>	TO	TOTAL LENGTH	R/F	EFF. LEN	SLOPE	10%	Q <sub>W</sub>	LA	Q <sub>W</sub>	10%	Q <sub>W</sub>	Q <sub>W</sub>	Q <sub>W</sub>	Q <sub>W</sub>	Q <sub>W</sub>
A-1	10.90	0.10	11.00	10	0.00%	10.00	1.00%	0.52	0.99	16.0	0.80	11.08	0.98	10.80	0.40	10.80	0.40
A-2	8.00	0.00	8.00	10	0.00%	10.00	1.00%	0.48	0.96	11.0	0.86	9.94	1.06	1.00	1.00	0.00	0.00
A-3	8.00	0.00	8.00	10	0.00%	10.00	1.00%	0.48	0.96	11.0	0.86	9.94	1.06	1.00	1.00	0.00	0.00
A-4	8.40	0.00	8.40	10	0.00%	10.00	1.00%	0.49	0.98	12.2	0.84	9.77	1.02	1.00	1.00	0.40	0.40
A-5	8.10	0.10	8.80	10	0.00%	10.00	1.00%	0.47	0.93	11.0	0.89	8.22	1.06	1.00	1.00	0.40	0.40
A-6	8.10	0.10	8.80	10	0.00%	10.00	1.00%	0.48	0.96	12.2	0.86	10.26	0.94	0.96	0.96	0.70	0.70
A-7	7.00	0.00	7.00	10	0.00%	10.00	1.00%	0.44	0.90	9.8	0.98	7.79	1.28	1.00	1.00	7.00	7.00

CITY OF KYLE  
NOV 05 2014  
PLANNING DEPARTMENT

PLUM CREEK  
SECTION 11G  
KYLE, TEXAS  
OVERALL DRAINAGE AREA MAP  
PROPOSED CONDITIONS

DESIGNED:	ADR
APPROVED:	ADR
FILE:	DRNG-PR-jls
JOB NO.:	248-35
DATE:	OCTOBER 2014

3276 Research Blvd Ste 208  
Austin, Texas 78750  
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DRAINAGE SHEET (AXIOM ENGINEERS)	SHEET 7 OF 16
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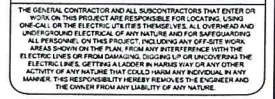
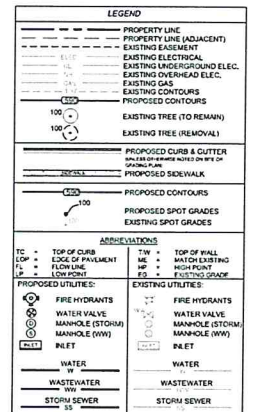








IF WATER SERVICE IS REQUIRED DURING CONSTRUCTION, THE CONTRACTOR WILL CALL CITY OF KYLE UTILITIES TO ESTABLISH AN ACTIVE UTILITY ACCOUNT. ONCE SERVICE IS AVAILABLE TO THE SITE, AND ALL APPLICATION TAP FEES HAVE BEEN PAID, A NEW WATER METER SHALL BE ISSUED TO BE INSTALLED AT THE ORDER LOCATION. A CASHIER CASHIER OF THE WATER METER(S) TO BE USED FOR THE SITE. UNDER NO CIRCUMSTANCES SHALL AN EXISTING WATER METER BE USED DURING CONSTRUCTION OR RELOCATED TO ANOTHER LOCATION AND/OR ADDRESS WITHOUT PRIOR SUBMITTAL OF A WRITTEN REQUEST FOR EXCEPTION AND SUBSEQUENT WRITTEN APPROVAL FROM THE TAPS OFFICE.



**CAUTION - ELECTRICITY PRESENT**

WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES, ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK. AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRICAL LINES OR FROM DAMAGING, DIGGING UP OR UNCOVERING THE ELECTRICAL LINES, GETTING A LADDER IN HARM'S WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER, THIS RESPONSIBILITY HEREBY REMOVED THE ENGINEER AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

OWNER FROM ANY LIABILITY OF ANY NATURE.	
PROJECT NO.	<u>792-001-18</u>
DRAWING NO.	_____
SHEET	<u>10</u> OF <u>16</u>





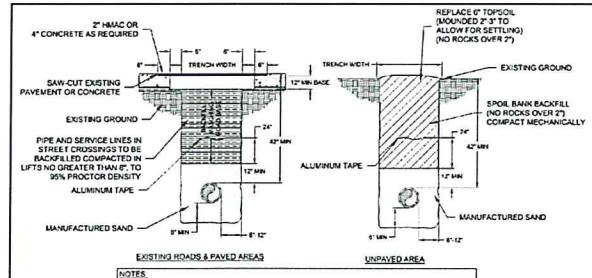
CITY OF KYLE  
ENGINEERING DEPARTMENT  
100 W CENTER STREET  
KYLE, TX 78640  
PH (512) 262 1010

# STANDARD WATER DETAILS

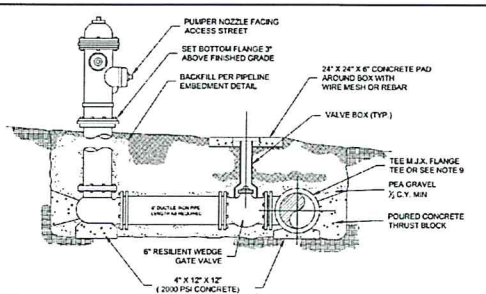
CITY OF KYLE  
ENGINEERING DEPARTMENT  
100 W CENTER STREET  
KYLE, TX 78640  
PH (512) 262 1010

DATE	ISSUE/REVISION
04/15/2016	1ST ISSUE
FEB. 2018	2ND ISSUE
PROJECT NO.	XXXXX
DATE	FEBRUARY, 2018
DRAWN BY	KG
CHECKED BY	LB
SHEET DESCRIPTION	CITY OF KYLE STANDARD WATER DETAILS
SHEET NUMBER	

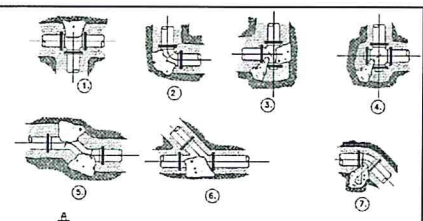
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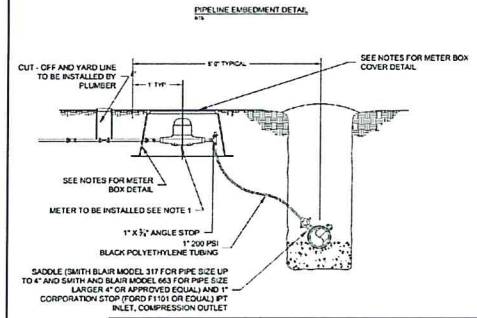
- NOTES:
1. MINIMUM DEPTH SHOULD BE 42" IN EXISTING OR PLANNED STREETS, ROADS OR OTHER TRAFFIC AREAS.
  2. ROAD BASE SHALL BE REPLACED IN KIND WITH BASE THICKNESS EQUAL TO EXISTING BASE THICKNESS PLUS 3", BUT IN NO CASE LESS THAN 12".
  3. PRESSURE RATING OF THE PIPES TO BE C 300 FOR PIPE SIZE UP TO 12" AND C 360 FOR PIPE SIZE GREATER THAN 12".



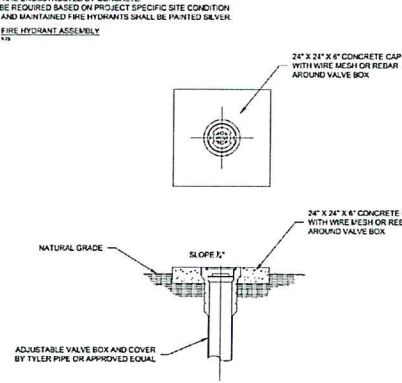
- NOTES:
1. A 3' FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
  2. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN UNLESS APPROVED BY CITY ENGINEER OR PUBLIC WORKS DIRECTOR.
  3. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
  4. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIME AND PAINTED RED USING A HIGH GRADE ENAMEL.
  5. BELL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
  6. FOR ACCEPTABLE FIRE HYDRANTS SEE CITY OF AUSTIN STANDARD PRODUCT LIST.
  7. ALL METALLIC PIPES AND FITTINGS SHALL BE WRAPPED WITH 8 MIL POLYETHYLENE FILM.
  8. ENSURE ALL BOLTS ARE UNOBSERVED BY CONCRETE.
  9. M.J.X. SWIVEL MAY BE REQUIRED BASED ON PROJECT SPECIFIC SITE CONDITION.
  10. PRIVATELY OWNED AND MAINTAINED FIRE HYDRANTS SHALL BE PAINTED SILVER.



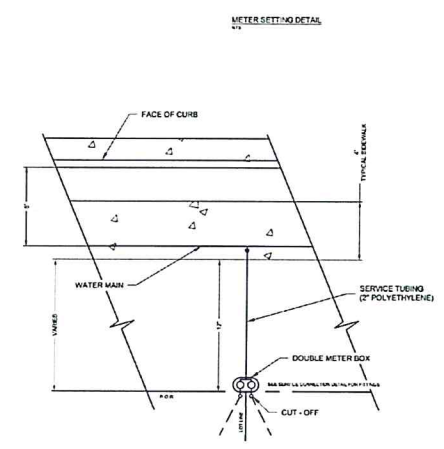
- NOTES:
1. ALL M.J. FITTINGS SHALL BE RESTRAINED WITH MEGALOKS.
  2. COPPER SERVICES ARE PROHIBITED. ALL SERVICES SHALL BE 200 P.S.I. OR GREATER BLACK POLYETHYLENE TUBING.
  3. ALL BRASS FITTINGS SHALL CONFORM TO U.S. PUBLIC LAW 111-380 (REDUCTION OF LEAD IN DRINKING WATER ACT).
  4. WRAP ALL METALLIC FITTINGS WITH 8 MIL POLYETHYLENE IN ACCORDANCE WITH ANSI/AWWA 21.5.2 C 105.
  5. REFER CITY OF AUSTIN STANDARD DETAILS (STANDARD NO. 516-6) FOR DIMENSION AND DESIGN OF THRUST BLOCKS. FOR ALL OTHER CONDITION THAN IT IS SPECIFIED IN STANDARD DETAILS. SIZE OF THRUST BLOCKS MUST BE COMPUTED AND APPROVED BY ENGINEER.
  6. ENSURE ALL BOLTS ARE UNOBSERVED BY CONCRETE.



- NOTES:
1. SINGLE 1" OR SMALLER METER - EAST JORDAN METER BOX MODEL # 54P14 (LID MODEL # NPH14 - 5414 A).
  2. DUAL 1" OR SMALLER METER - EAST JORDAN METER BOX MODEL # 54S DUAL (LID MODEL # NPH14 - 5414 C).
  3. 1.5" AND 2" METERS - EAST JORDAN METER BOX MODEL # 5241730 (LID MODEL # 3213177A31).
  4. 2" METER TO BE INSTALLED BY CITY. 3" METER COORDINATE WITH CITY OF KYLE PUBLIC WORKS DIRECTOR.

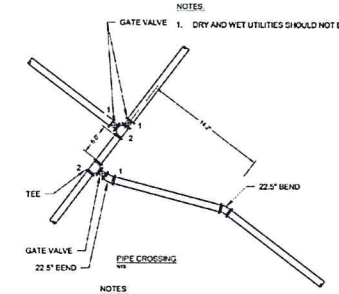


GATE VALVE & BOX DETAILS

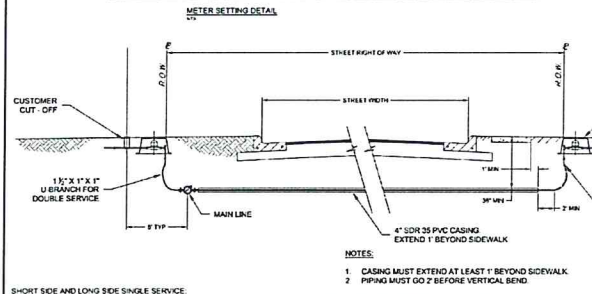


TYPICAL WATER SERVICE PLAN

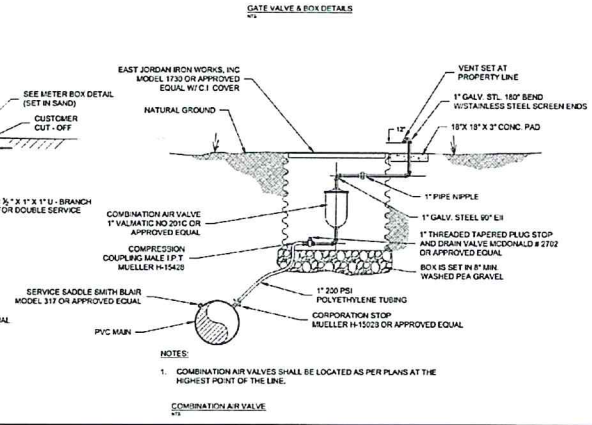
- NOTES:
1. DRY AND WET UTILITIES SHOULD NOT BE LOCATED AT SAME LOT LINE.



- NOTES:
1. M.J. MECHANICAL JOINT.
  2. FL. FLANGE.



- NOTES:
1. CASING MUST EXTEND AT LEAST 1' BEYOND SIDEWALK.
  2. PIPING MUST GO 2' BEFORE VERTICAL BEND.



- NOTES:
1. COMBINATION AIR VALVES SHALL BE LOCATED AS PER PLANS AT THE HIGHEST POINT OF THE LINE.

- SHORT SIDE AND LONG SIDE SINGLE SERVICE:
1. 1" DOUBLE STRAP SERVICE SADDLE, SMITH BLAIR OR APPROVED EQUAL.
  1. 1" CORPORATION STOP, MUELLER OR APPROVED EQUAL.
  1. 1" 200 PSI POLYETHYLENE TUBING.
  4. 4" EDR 35 PVC CASING (LONG SIDE SERVICE ONLY).
  1. 1" X 1/2" ANGLE STOP VALVE (LOOKING WING TYPE).
  - ALL BRASS FITTINGS.
- SHORT SIDE AND LONG SIDE DOUBLE SERVICE:
1. 1 1/2" DOUBLE STRAP SERVICE SADDLE, SMITH BLAIR OR APPROVED EQUAL.
  1. 1 1/2" CORPORATION STOP, MUELLER OR APPROVED EQUAL.
  1. 1 1/2" 200 PSI POLYETHYLENE TUBING.
  4. 4" EDR 35 PVC CASING (LONG SIDE SERVICE ONLY).
  1. 1 1/2" X 1/2" U-BRANCH COMPRESSION FITTING (22.5°).
  2. 2" X 1/2" ANGLE STOP VALVE (LOOKING WING TYPE).
  - ALL BRASS FITTINGS.

METER SETTING DETAIL





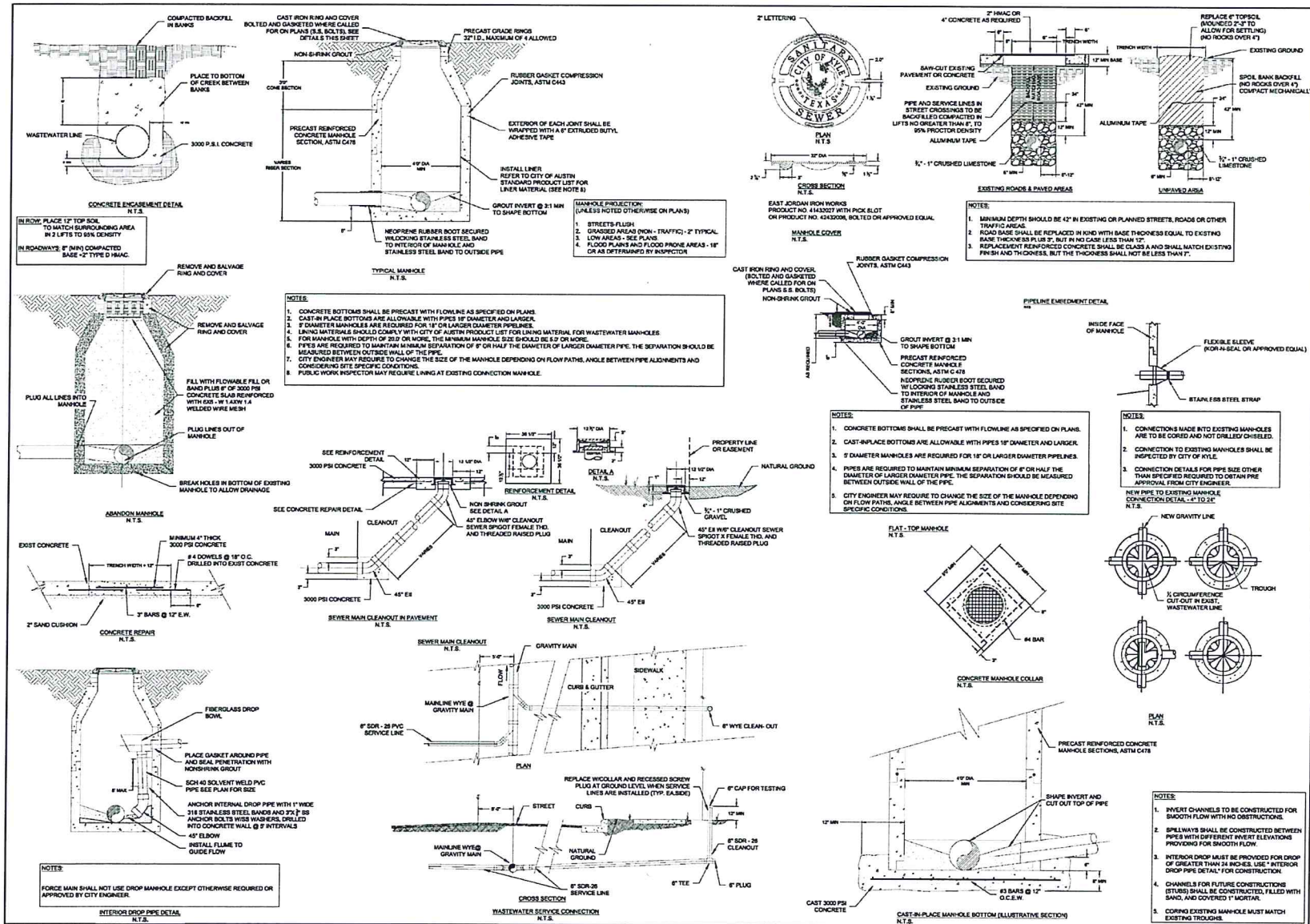
CITY OF KYLE  
ENGINEERING DEPARTMENT  
100 W CENTER STREET  
KYLE, TX 78640  
PH (512) 262-1010

# STANDARD WASTEWATER DETAILS

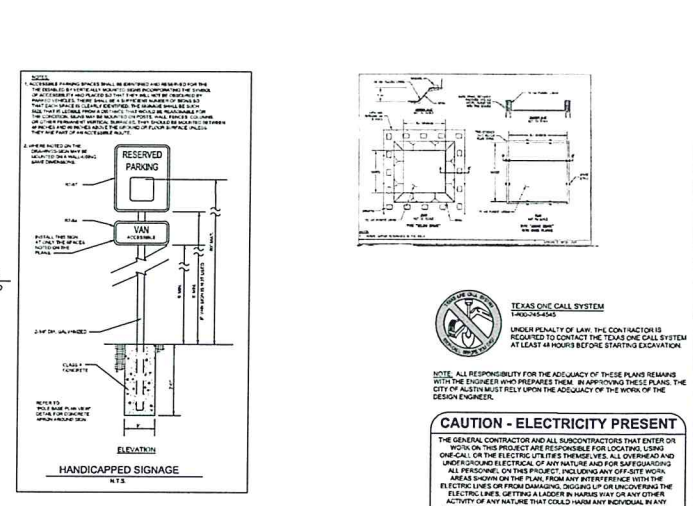
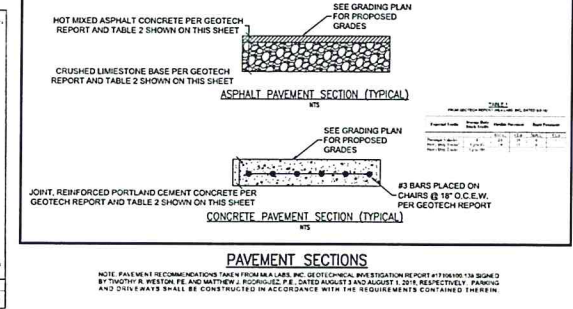
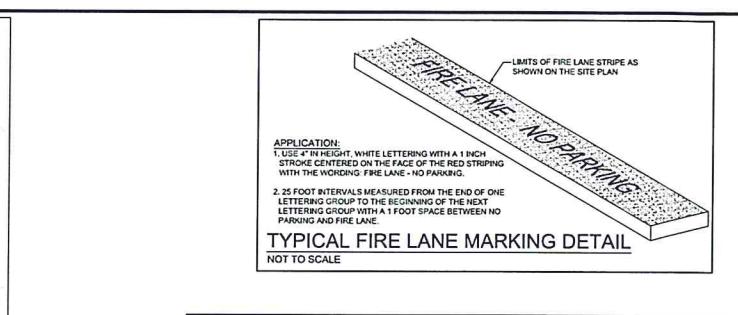
CITY OF KYLE  
ENGINEERING DEPARTMENT  
100 W CENTER STREET  
KYLE, TX 78640  
PH (512) 262-1010

DATE	ISSUE/REVISION
04/15/2018	1ST ISSUE
FEB 2018	2ND ISSUE
SEPT 2018	3RD ISSUE

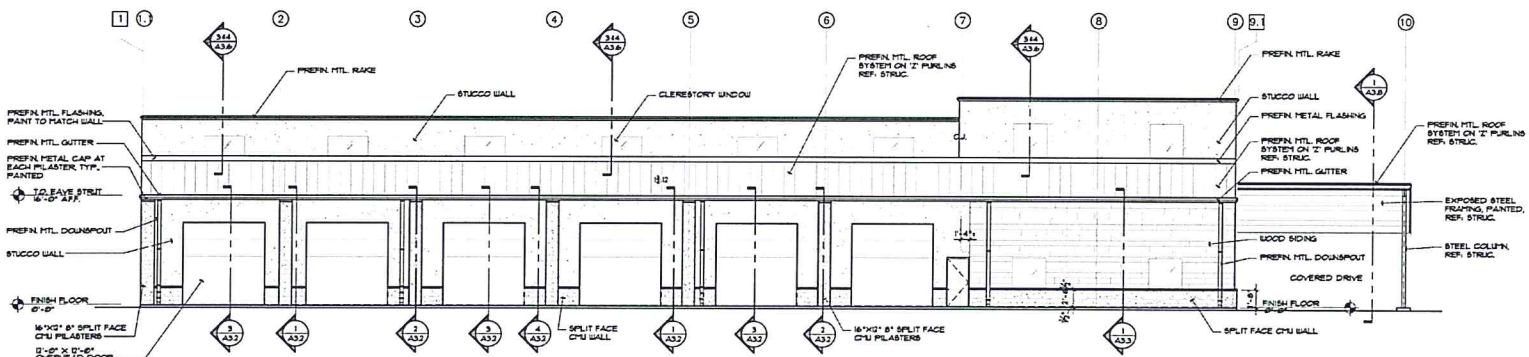
PROJECT NO.	XXXX
DATE	OCTOBER, 2018
DRAWN BY	KG
CHECKED BY	LB
SHEET DESCRIPTION	CITY OF KYLE STANDARD WASTEWATER DETAILS
SHEET NUMBER	DT - 2



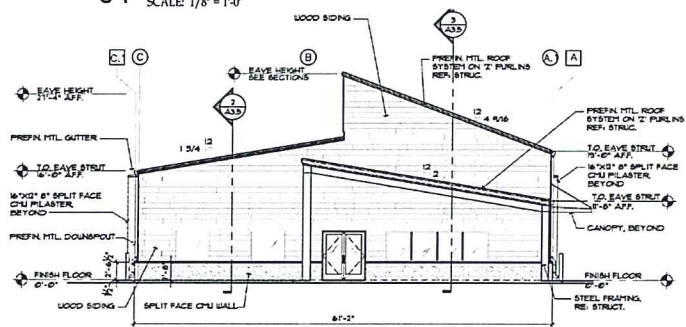


Item # 9

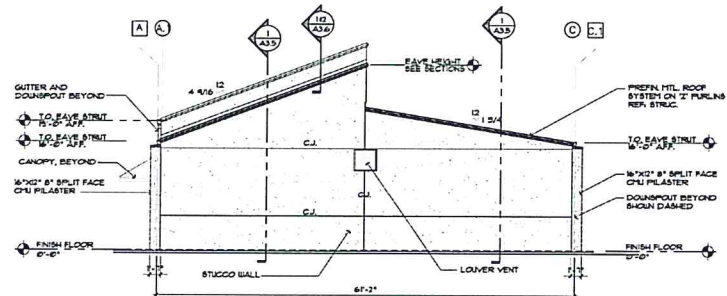




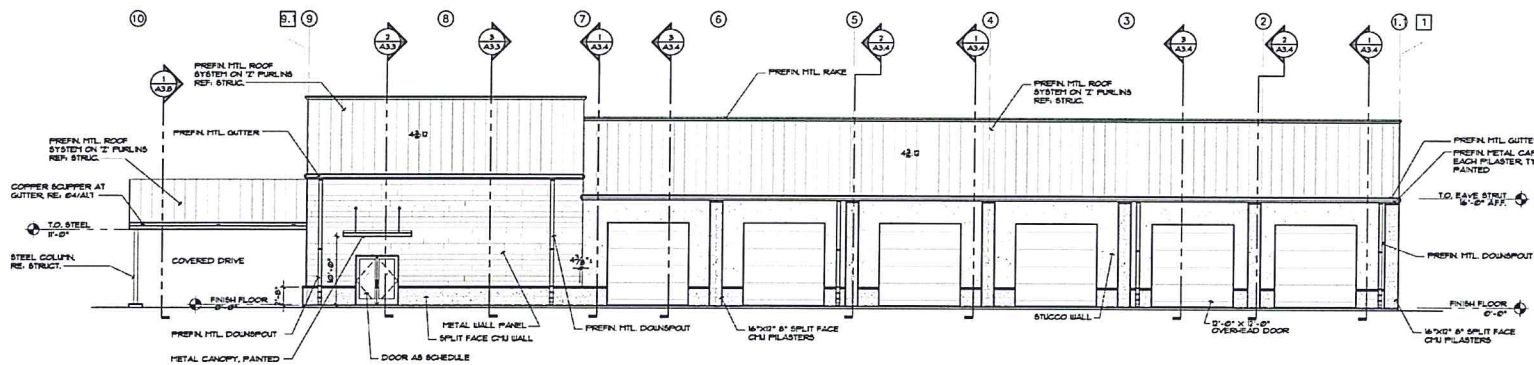
01 FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



02 BUILDING 1 - LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



03 BUILDING 1 - RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



04 REAR ELEVATION  
SCALE: 1/8" = 1'-0"

MAULDIN  
ARCHITECTS  
San Antonio, Texas 210-313-3197  
www.mauldinarchitects.com info@mauldinarchitects.com



JBC  
DESIGN BUILD SPECIALIST  
307 W. San Antonio St.  
San Marcos, Texas 78666

RELIABLE  
AUTOMOTIVE  
FM 1626 (KYLE PARKWAY)  
Kyle, Texas 78640

REVISIONS:	DATE
NO. DESCRIPTION	

DATE: 10/06/18  
SHEET TITLE:  
EXTERIOR ELEVATIONS

SHEET NUMBER:  
A2.1



1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.

2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 8" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.

3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.

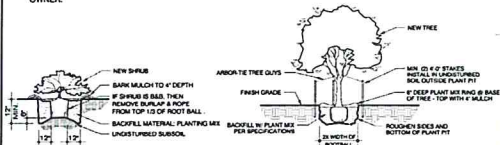
4. ALL PLANTING TO BE INSTALLED IN THE FIELD PRIOR TO INSTALLATION AND MUST BE VERIFIED FOR ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK ON THE PLANTING AREAS.

5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.

6. VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED UTILITIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICTS OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CONTACT THE AGENCY AND THE UTILITY COMPANIES TO THE OWNERS REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

1. AT THE TIME THESE DOCUMENTS WERE PREPARED THE LANDSCAPE ARCHITECT WAS NOT AWARE OF A LOCAL URBAN DEER POPULATION.
2. IN THE EVENT AN URBAN DEER POPULATION IS DISCOVERED, CONTRACTOR IS SOLELY RESPONSIBLE FOR PROTECTING ALL NEWLY-INSTALLED PLANTS THROUGH THE 30-DAY MAINTENANCE PERIOD.
3. APPLY "LIQUID FENCE" (OR APPROVED EQUAL) TO ALL PLANTS AS NEEDED TO DISCOURAGE BROWSING BY DEER.
4. ANY NEWLY-INSTALLED PLANTS EATEN OR BROWSED BY DEER PRIOR TO THE EXPIRATION OF THE 30-DAY MAINTENANCE PERIOD SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.



SHRUB PLANTING DETAIL  
NEW SHRUBS  
1" = 1'-0"

NEW TREES  
1/8" = 1'-0"

1. A MINIMUM OF 10% OF THE TOTAL LOT AREA SHALL BE DEVOTED TO LANDSCAPE DEVELOPMENT.  
THE SITE AREA OF 93,210 S.F. X 10% = 9,321 S.F.
2. ALL OFF-STREET PARKING LOTS SERVING OUTSIDE STORAGE AREAS MUST BE SCREENED FROM VIEW FROM THE STREET OR PUBLIC RIGHTS-OF-WAY.  
PROVIDED AS REQUIRED.
3. FOR EVERY 600 SQUARE FEET OF LANDSCAPE AREA TWO TREES AND FOUR SHRUBS SHALL BE PLANTED.  
9,321/600 = 15.5  
15.5 X 2 = 31 TREES REQUIRED  
15.5 X 4 = 62 SHRUBS REQUIRED  
PROVIDED AS REQUIRED.



**PROPOSED PHASE 2  
(NOT IN CONTRACT)**

**PROPOSED PHASE 1  
BUILDING & SITE  
IMPROVEMENTS**

Farm to Market 1626

1/8" x 4" METAL EDGER - TYP. AS SHOWN @ PLANTER AREAS

DECOMPOSED  
GRANITE - REF.  
PLANT SCHEDULE

UNIT OF PHASE 1-

PROVIDE SOLID SOG TO LIMIT OF DISTURBANCE

UNDERGROUND UTILITIES  
(TYP.) - REF. GEN. NOTES

Scale: 1" = 100'

**H O R I Z O N**  
DESIGN AND DEVELOPMENT

PLANNING LANDSCAPE ARCHITECTURE  
DEVELOPMENT CONSULTING

14607 San Pedro Ave., Suite 200  
San Antonio, Texas 78232  
210.831.8744 jrobison@horizondesign-a.com



OWNER  
JOE BROWN  
CONSTRUCTION  
LLC

P.O. BOX 1407  
Buda, TX 78610

PROJECT  
RELIABLE  
AUTOMOTIVE

Dorman and 1626  
Kyle TX 78640

REVISIONS	
1. City Comments	1/9/19

PROJECT NUMBER  
2018-198

Drawn By: do  
Checked By: jr

Sheet Title:  
**LANDSCAPE  
PLANTING  
PLAN**

Sheet Number:

# L1.0

Issue Date:  
NOV 21, 2018



Item # 9



**Project Location**  
**SD-18-0026**  
**4600 S FM 1626**

**VAUGHN**

**WITTENBURG**

**CROMWELL DR**

**S FM 1626**

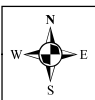
**DORMAN LN**

4600  
S FM 1626

4675  
S FM 1626

4700  
CROMWELL DR

0 100 200 400  
Feet



Property Location



Parcel Lines

Item # 9





# CITY OF KYLE, TEXAS

## Plum Creek Golf Club Parking Expansion (SD-18-0028)

**Meeting Date: 2/19/2019**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Approve Plum Creek Golf Club Parking Expansion - Site Plan (SD-18-0028) 0.14 acres; eight (8) additional parking spaces located at 4301 Benner Road. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to approve the site plan.*

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- ☐ Site Plan
- ☐ Location Map



SITE DEVELOPMENT PLANS  
FOR  
PLUM CREEK GOLF CLUB  
PARKING EXPANSION  
4301 BENNER ROAD, KYLE, TEXAS 78640

SITE PLAN INFORMATION

OWNER: PLUM CREEK GOLF COURSE, LTD.  
601 WEST 5th STREET, SUITE 601  
AUSTIN, TEXAS 78701  
PHONE: 512-472-7455  
FAX: 512-472-7499

LIMITS OF CONSTRUCTION: 4,980 SF (0.108 AC)

IMPERVIOUS COVER ADDED: PARKING & PRIVATE SIDEWALK 2,510 SF  
PUBLIC SIDEWALK 774 SF  
TOTAL ADDITION OF 3,284 SF

LEGAL DESCRIPTION: A0152 JESSE DAY SURVEY, TRACT 3, 0.704 ACRES (BENNER ROAD ACCESS) VOLUME 5233, PAGE 299, PLUM CREEK GOLF COURSE, LTD.

LAND USE SUMMARY: N/A - PARKING ONLY

PLAN PREPARATION: CAREY BRESLER, AICP  
COMPANY: TDI ENGINEERING, LLC  
ADDRESS: 5906 OLD FREDERICKSBURG ROAD, SUITE 300  
AUSTIN, TEXAS 78749  
PHONE: 512-301-3389  
FAX: 512-301-3348

ENGINEER: ROBERT M. DEMYAN, PE  
COMPANY: TDI ENGINEERING, LLC  
ADDRESS: 5906 OLD FREDERICKSBURG ROAD, SUITE 300  
AUSTIN, TEXAS 78749  
PHONE: 512-301-3389  
FAX: 512-301-3348  
CONTACT: CAREY BRESLER, PMP



LOCATION MAP  
N.T.S.

PROJECT DATA

PROJECT SIZE  
TOTAL SITE AREA: 4,980 SF (0.11 AC)  
LIMITS OF CONSTRUCTION: 4,980 SF (0.11 AC)

ZONING  
PLUM CREEK PUD, OS: OPEN SPACE

WATERSHED INFORMATION  
WATERSHED - PLUM CREEK

LEGAL DESCRIPTION  
A0152 JESSE DAY SURVEY, TRACT 3, 0.704 ACRES  
(BENNER ROAD ACCESS) VOLUME 5233, PAGE 299,  
PLUM CREEK GOLF COURSE, LTD.

PROJECT NOTES

NO PORTION OF THIS SITE IS LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE OR CONTRIBUTING ZONE.

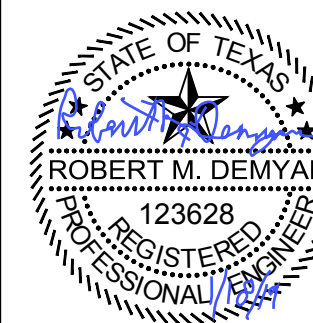
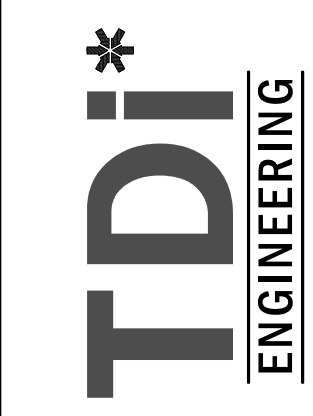
NO PORTION OF THIS SITE IS LOCATED WITHIN THE BOUNDARIES OF A 100-YEAR FLOODPLAIN AS DEFINED BY FEMA FIRM PANEL NO. 48209C0290 F, DATED SEPT. 2, 2005, FOR HAYS COUNTY, TEXAS.

REVISIONS			
NO.	DESCRIPTION	APPROVED BY:	DATE

SHEET INDEX		
LABEL	COUNT	TITLE
C1	1	COVER
C2	2	OVERALL EXISTING CONDITIONS
C3	3	EROSION & SEDIMENTATION CONTROL, DEMOLITION, SITE, & GRADING PLANS
C4	4	DETAILS

TDI Engineering, LLC  
5906 Old Fredericksburg Road, Suite 300  
Austin, TX 78749  
512-301-3389 | www.tdi-llc.net

CIVIL & STRUCTURAL  
ENGINEERING  
AUSTIN / HOUSTON



FIRM REG. # F-8601

PARKING EXPANSION  
4301 BENNER ROAD  
KYLE, TEXAS 78640  
KPG COMMERCIAL

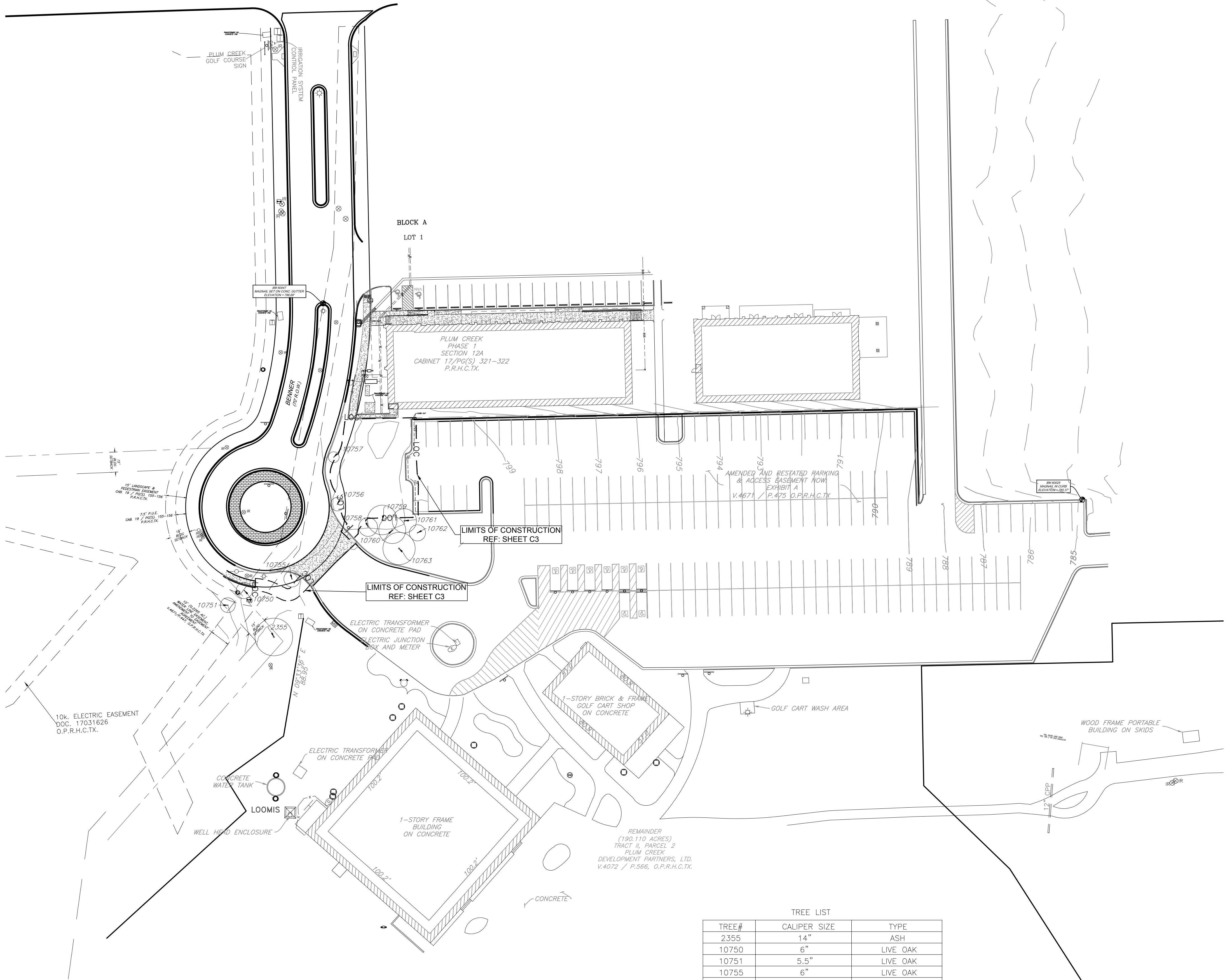
COVER

PROJECT #  
157-158

ISSUE DATE  
01/18/19

SHEET  
C1  
1 OF 4





SCALE: 1" = 40'

LEGEND

- BOUNDARY
- ADJACENT BOUNDARY
- BUILDING LINE
- EASEMENT
- EXISTING CONTOUR
- WATER LINE
- WASTEWATER LINE
- STORMSEWER LINE
- OVERHEAD ELECTRIC

EXISTING CONDITIONS NOTES

- EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE INFORMATION, INCLUDING SURVEY DATA, FINAL PLATS, AND RECORD DRAWINGS. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL IMPROVEMENTS AND GRADES IN THE FIELD. NOTIFY ENGINEER IN THE EVENT OF DISCREPANCY BETWEEN THIS PLAN AND ACTUAL CONDITIONS.
- UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE RECORD DRAWINGS. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- A PRECONSTRUCTION MEETING WITH THE INSPECTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.

TREE NOTES

- NO EXISTING TREES ARE PROPOSED TO BE REMOVED. THERE WILL BE SOME ENCROACHMENT INTO THE ROOT ZONES OF THE FOLLOWING TREES:
  - # 10755
  - # 10758
  - # 10759
  - #10761

TREE LIST		
TREE#	CALIPER SIZE	TYPE
2355	14"	ASH
10750	6"	LIVE OAK
10751	5.5"	LIVE OAK
10755	6"	LIVE OAK
10756	5"	LIVE OAK
10757	4"	LIVE OAK
10758	7" AT BASE	CRAPE MYRTLE
10759	11" AT BASE	CRAPE MYRTLE
10760	10" AT BASE	CRAPE MYRTLE
10761	9" AT BASE	CRAPE MYRTLE
10762	6" AT BASE	CRAPE MYRTLE
10763	12"	ASH

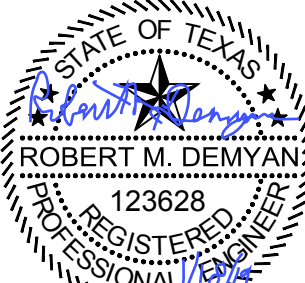
PARKING EXPANSION  
4301 BENNER ROAD  
KYLE, TEXAS 78640  
KPG COMMERCIAL

OVERALL EXISTING  
CONDITIONS  
PROJECT #  
157-158  
ISSUE DATE  
01/18/19

SHEET

C2

2 OF 4



FIRM REG. # F-8601

**TDi**  
ENGINEERING

TDi Engineering, LLC  
5906 Old Fredericksburg Road, Suite 300  
Austin, TX 78749  
512-301-3389 | www.tdi-llc.net

CIVIL & STRUCTURAL  
ENGINEERING  
AUSTIN / HOUSTON

\*THINK DESIGN innovate, integrate, implement...



EROSION CONTROL NOTES

1. CONTRACTOR SHALL LOCATE ALL SPOILS STORED ON-SITE IN THE APPROVED TEMPORARY SPOILS LOCATION. THIS LOCATION MAY BE ADJUSTED THROUGHOUT THE COURSE OF CONSTRUCTION WITH THE APPROVAL OF THE ENVIRONMENTAL INSPECTOR. CONTRACTOR SHALL MAINTAIN SILT FENCE DOWN-GRADIENT OF THE SPOILS STORAGE AREA AT ALL TIMES.
2. CONTRACTOR SHALL COMPLY WITH APPLICABLE FEDERAL ENVIRONMENTAL REGULATIONS THROUGHOUT THE COURSE OF CONSTRUCTION, INCLUDING PREPARATION & SUBMITTAL OF THE E.P.A. NOTICE OF INTENT (NOI) & STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AS APPLICABLE.
3. CONTRACTOR SHALL MAINTAIN TEMPORARY EROSION CONTROLS AS PER CITY, STATE & FEDERAL GUIDELINES.
4. CONTRACTOR SHALL REVEGETATE ALL DISTURBED AREAS (PERMANENT VEGETATIVE STABILIZATION) AND INSTALL LANDSCAPE SCREENING PER CITY OF KYLE ORDINANCE.
5. CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
6. CONTRACTOR SHALL AVOID TRACKING DIRT AND MUD INTO PUBLIC STREETS, DRIVEWAYS, AND ANY OTHER IMPERVIOUS AREA OUTSIDE THE LIMITS OF CONSTRUCTION. DIRT AND MUD TRACKED INTO THE STREETS SHALL BE CLEANED UP IMMEDIATELY.
7. INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP THE PROJECT IN COMPLIANCE WITH CITY OF KYLE RULES AND REGULATIONS.
8. IF DISTURBED AREA IS NOT TO BE WORKED ON FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION, MULCH, TARP OR REVEGETATION MATTING.

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NEEDED FOR CONSTRUCTION OF PROPOSED LANDSCAPE MATERIAL.
2. ANY CONFLICTS OF TREE LOCATION AND UTILITY LINES, UNDERGROUND OR OVERHEAD WILL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PLANTING.
3. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY AND ALL EXISTING EASEMENTS LOCATED WITHIN THE PROPOSED WORK AREA. ANY DISCREPANCIES FOUND ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS AS PUBLISHED BY THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN.
5. THE OWNER RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DUE TO UNSATISFACTORY CONDITIONS OF THE PLANT MATERIAL. ALL PLANTS SHALL BE CONTAINER GROWN OR B & B. ALL CONTAINERS, PLASTIC AND BURLAP SHALL BE REMOVED PRIOR TO PLANTING.
7. ALL PLANT MATERIAL SHALL BE WATERED THOROUGHLY AT THE TIME OF PLANTING AND EVERY OTHER DAY FOR THE FIRST WEEK THEN ONCE PER WEEK WITH THE IRRIGATION SYSTEM PROVIDED.
8. ALL PLANTINGS SHALL HAVE A MINIMUM OF 3" HARDWOOD MULCH COVERING.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING BERMUDAGRASS SOD OR HYDROMULCH ON ALL DISTURBED AREA INDICATED ON THE PLANS AFTER AN UNDERGROUND IRRIGATION SYSTEM HAS BEEN INSTALLED AND TESTED OR EXISTING SYSTEM HAS BEEN FIELD-MODIFIED.
11. THE CONTRACTOR SHALL PROVIDE 3" OF CHOCOLATE LOAM TOPSOIL TO ALL DISTURBED AREAS PRIOR TO HYDROMULCH OR SOLID SOD APPLICATION. FINISH GRADE TOP SOIL TO A SMOOTH SURFACE AND ENSURE POSITIVE DRAINAGE TO PREVENT PONDING.
12. TEMPORARY VEGETATIVE STABILIZATION:
  1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH COOL SEASON COVER CROPS (WHEAT AT 0.5 POUNDS PER 1000 SF, OATS AT 0.5 POUNDS PER 1000 SF, CEREAL RYE GRAIN AT 0.5 POUNDS PER 1000 SF) WITH A TOTAL RATE OF 1.5 POUNDS PER 1000 SF. COOL SEASON COVER CROPS ARE NOT PERMANENT EROSION CONTROL.
  2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUNDS PER 1000 SF.
    - A. FERTILIZER SHALL BE WATER SOLUBLE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1/2 POUND PER 1000 SF.
    - B. TEMPORARY EROSION CONTROL SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1 1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.
13. PERMANENT VEGETATIVE STABILIZATION:
  1. FROM SEPTEMBER 15 TO MARCH 1, SEEDING IS CONSIDERED TO BE TEMPORARY STABILIZATION ONLY. IF COOL SEASON COVER CROPS EXIST WHERE PERMANENT VEGETATIVE STABILIZATION IS DESIRED, THE GRASSES SHALL BE MOVED TO A HEIGHT OF LESS THAN ONE-HALF (1/2) INCH AND THE AREA SHALL BE RE-SEED IN ACCORDANCE WITH 2. BELOW.
  2. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION. BERMUDA GRASS IS A WARM SEASON GRASS AND IS CONSIDERED PERMANENT EROSION CONTROL.
    - A. FERTILIZER SHALL BE A WATER SOLUBLE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1/2 POUND PER 1000 SF.
    - B. THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF SIX INCHES. THE IRRIGATION SHALL OCCUR AT DAILY INTERVALS (MINIMUM) DURING THE FIRST TWO MONTHS. RAINFALL OCCURRENCES OF 1/2 INCH OR MORE SHALL POSTPONE THE WATERING SCHEDULE FOR ONE WEEK.
    - D. PERMANENT EROSION CONTROL SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.
14. THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF 6 INCHES. THE IRRIGATION SHALL OCCUR AT 7 DAY INTERVALS DURING THE FIRST TWO MONTHS. RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER SHALL POSTPONE THE WATERING SCHEDULE ONE WEEK.
15. THE CONTRACTOR SHALL PROVIDE A ONE YEAR GUARANTEE ON ALL LANDSCAPE MATERIAL FROM THE DATE OF COMPLETION.
16. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH A MAINTENANCE SCHEDULE TO INCLUDE FERTILIZATION, PRUNING, MOWING, MULCHING ETC. UPON COMPLETION OF WORK.
17. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS CREATED DURING CONSTRUCTION I.E. BURLAP, CONTAINERS, ETC.

SITE NOTES

1. ALL MATERIALS, METHODS, TESTING, AND STANDARDS SHALL COMPLY WITH THE LATEST VERSION OF THE CITY OF KYLE STANDARD SPECIFICATIONS.
2. ALL HANDICAP RAMPS AND PARKING SPACES SHALL MEET STATE AND ADA STANDARDS. EACH HANDICAP PARKING SPACE SHALL HAVE REQUIRED IDENTIFYING SIGNAGE AND MARKINGS.
3. PAVEMENT DESIGN, MATERIALS & TESTING SHALL COMPLY WITH RECOMMENDATIONS PROVIDED IN GEOTECHNICAL REPORT.
4. ACCESSIBLE ROUTE SHALL COMPLY WITH ALL CITY, STATE & FEDERAL REGULATIONS. ACCESSIBLE ROUTE SHALL IN NO CASE EXCEED A RUNNING SLOPE OF 5%, NOR SHALL THE CROSS SLOPE EXCEED 2%.
5. A PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
6. IRRIGATION SYSTEM TO BE RELOCATED/REPAIRED AS NECESSARY.
7. SWEEP AND WASH NEW PAVEMENT AND ADJACENT PAVEMENT PRIOR TO STRIPING.
8. STRIPE NEW PARKING AREA TO MATCH EXISTING. RE-STRIP ALL ADJACENT PAVEMENT STRIPING THAT WAS AFFECTED BY CONSTRUCTION ACTIVITIES. FOLLOW MANUFACTURER SPECIFICATIONS FOR APPLICATION OF PAVEMENT MARKINGS.
9. ANY SIGNAGE REQUIRED AS A RESULT OF THE ADDITIONAL 8 SPACES SHALL BE PROVIDED BY THE CONTRACTOR AS PART OF THIS PROJECT.
10. ANY ADDITIONAL ACCESSIBLE PARKING REQUIRED AS A RESULT OF THE ADDITIONAL 8 SPACES SHALL BE PROVIDED BY THE CONTRACTOR AS PART OF THIS PROJECT.
11. SEE "GENERAL LANDSCAPE NOTES" THIS SHEET.

PARKING CALCULATIONS

	STANDARD	ACCESSIBLE	TOTAL
EXISTING	149*	8	157
PROPOSED	8		8
TOTAL	157	8	165

\*EXCLUDES 3 SPACES FOR DUMPSTER LOCATION  
\*\*6 ACCESSIBLE SPACES REQUIRED FOR 165 TOTAL PARKING SPACES

PLANT LIST

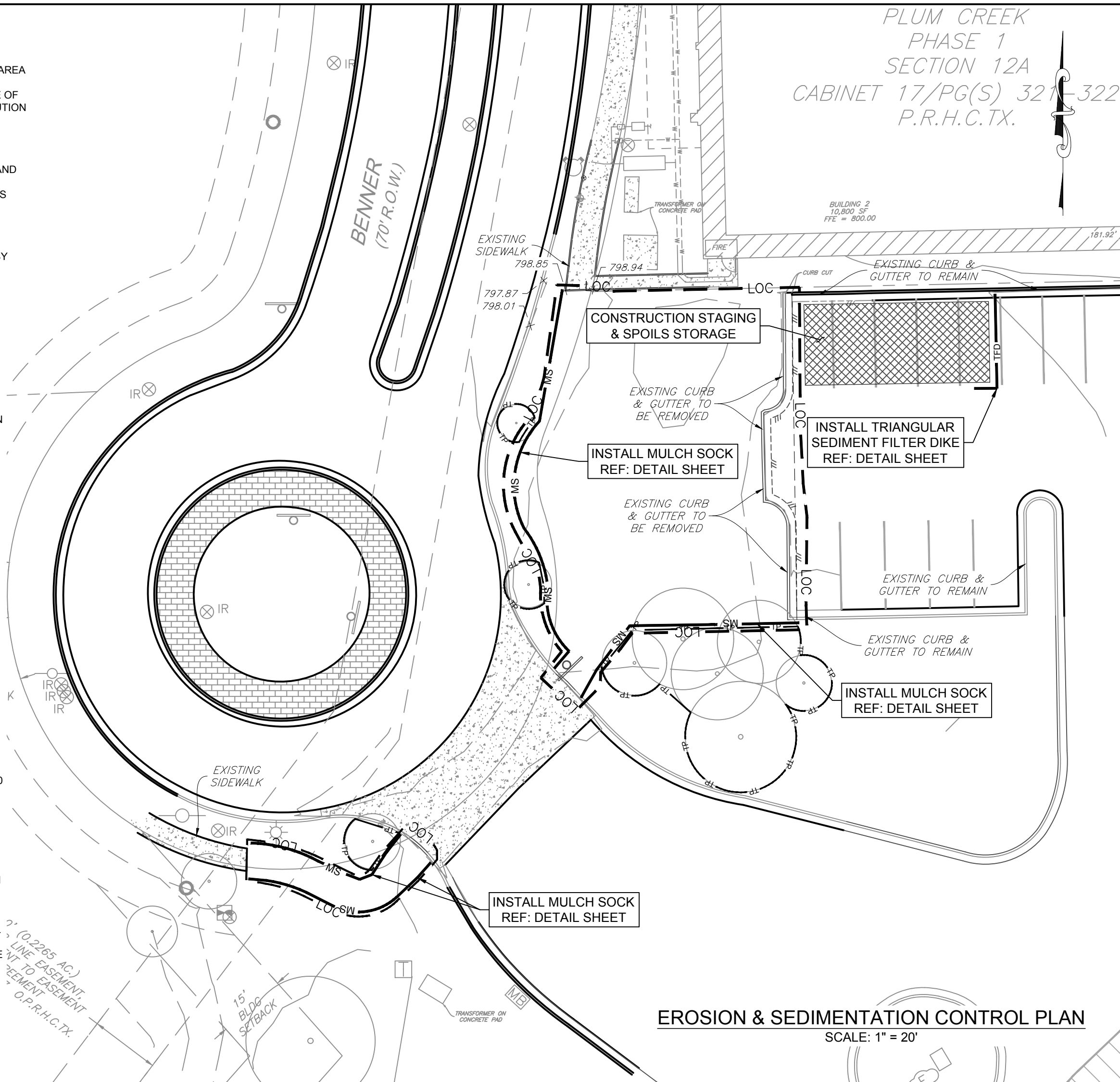
12	⊙	COMPACT TEXAS SAGE	LEUCOPHYLLUM FRUTESCENS	5 GALLON, CONTAINER GROWN, "COMPACTUM"	3' O.C.
12	○	DWARF WAX MYRTLE	MYRICA PUSILLA	5 GALLON, CONTAINER GROWN, 3' O.C.	

SEQUENCE OF CONSTRUCTION

1. OBTAIN ALL REQUIRED PERMITS.
2. INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES.
3. HOLD PRECONSTRUCTION MEETING WITH CITY INSPECTOR.
4. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN GOOD WORKING ORDER WHICH INCLUDES CLEANING OUT BEFORE HALF FULL, PER THE MANUFACTURER'S RECOMMENDATIONS, AND PER THE DIRECTION OF THE OWNER, DEVELOPER, ENGINEER, OR CITY INSPECTOR.
5. GRADING.
6. REPAIR/RETROFIT OF EXISTING IRRIGATION SYSTEM LINES INCLUDING CROSSING FUTURE PARKING LOT/SIDEWALK AS REQUIRED.
7. PAVEMENT ACTIVITIES INCLUDING CURB, PARKING LOT, SIDEWALK, AND CURB RAMPS.
8. PLANTING AND LANDSCAPING INCLUDING FINALIZING REPAIR/RETROFIT OF EXISTING IRRIGATION SYSTEM AND APPROPRIATE IRRIGATION FOR PLANT MATERIALS PROPOSED TO INCLUDE TURF AREAS, PARKING LOT BUFFERING BUSHES, AND REMAINING TREES IMMEDIATELY ADJACENT TO THE LIMITS OF CONSTRUCTION AREA.
9. ESTABLISH REQUIRED REVEGETATION COVER.
10. HOLD INSPECTION WITH CITY INSPECTOR TO CONFIRM REQUIRED REVEGETATION.
11. REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES.
12. REPAIR REVEGETATION OF ANY AREAS DISTURBED BY REMOVAL OF TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES.
13. CLEAN UP ALL TRASH AND DEBRIS.
14. PREPARE PAVEMENT FOR STRIPING INCLUDING WASHING, ETC. AS REQUIRED.
15. INSTALL STRIPING AS SHOWN ON PLANS AND PER MANUFACTURER RECOMMENDATION TO MATCH EXISTING AND PER THE APPROPRIATE DETAILS AND CITY STANDARDS.
16. REPEAT INSTALLATION OF STRIPING PER MANUFACTURER RECOMMENDATION IF SECOND COAT IS REQUIRED.
17. HOLD FINAL WALK-THROUGH WITH CITY INSPECTOR, OWNER, AND DEVELOPER.
18. ADDRESS ANY PUNCH ITEMS.
19. RECEIVE SITE CONCURRENCE FROM CITY TO CLOSE OUT CONSTRUCTION PHASE.

Item # 10

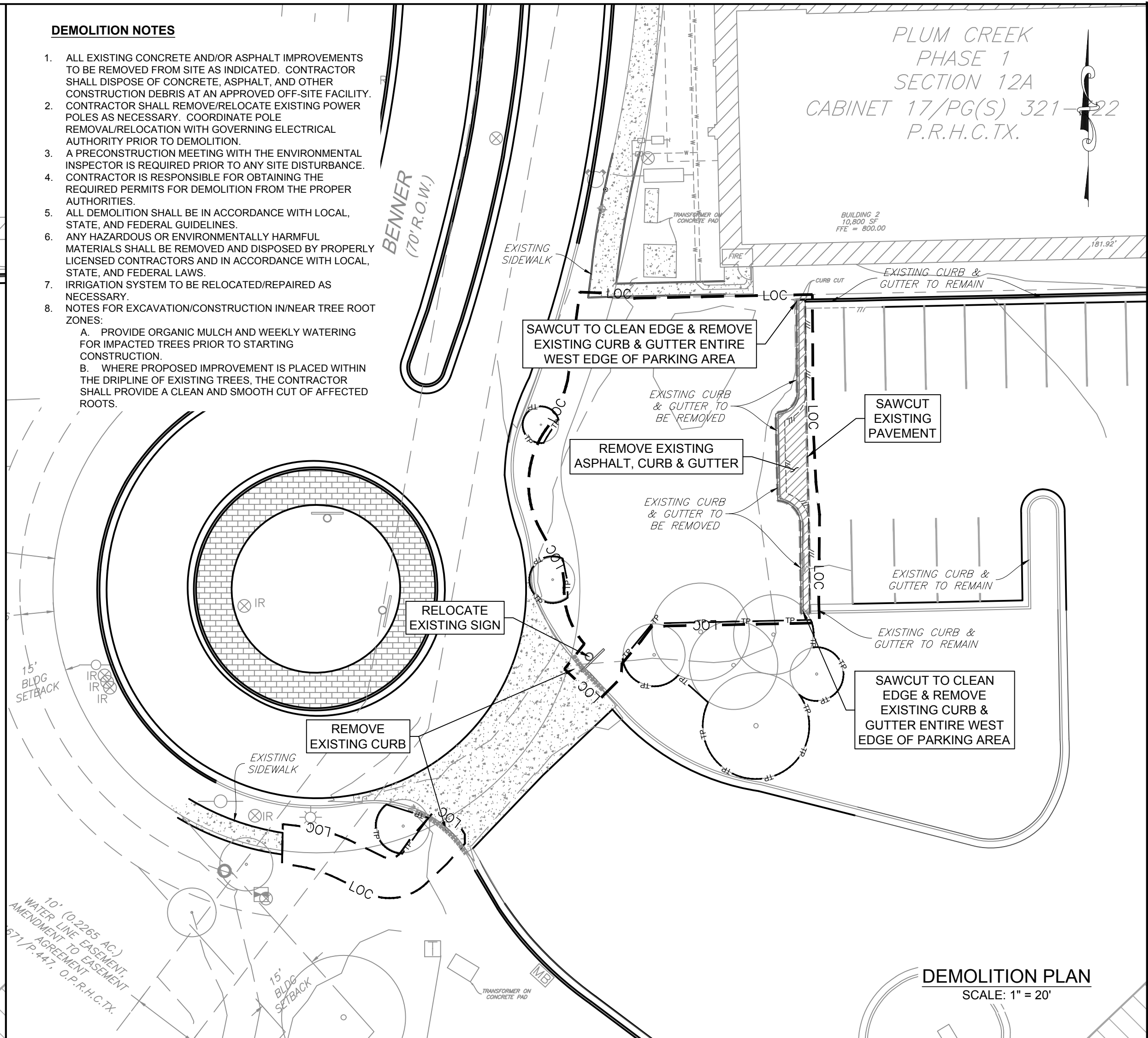
PLUM CREEK  
PHASE 1  
SECTION 12A  
CABINET 17/PG(S) 321-322  
P.R.H.C.TX.



EROSION & SEDIMENTATION CONTROL PLAN  
SCALE: 1" = 20'

DEMOLITION NOTES

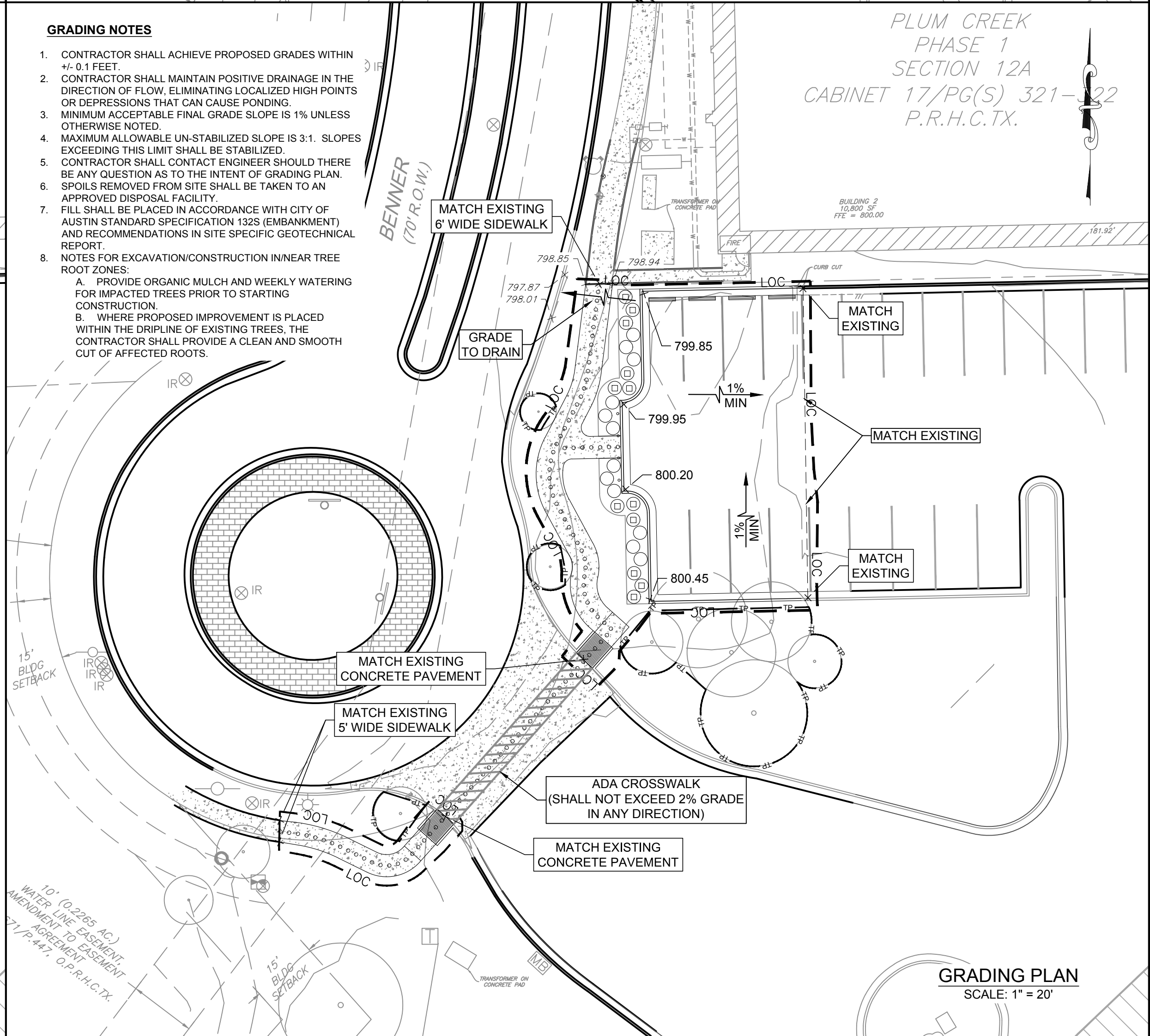
1. ALL EXISTING CONCRETE AND/OR ASPHALT IMPROVEMENTS TO BE REMOVED FROM SITE AS INDICATED. CONTRACTOR SHALL DISPOSE OF CONCRETE, ASPHALT, AND OTHER CONSTRUCTION DEBRIS AT AN APPROVED OFF-SITE FACILITY.
2. CONTRACTOR SHALL REMOVE/RELOCATE EXISTING POWER POLES AS NECESSARY. COORDINATE POLE REMOVAL/RELOCATION WITH GOVERNING ELECTRICAL AUTHORITY PRIOR TO DEMOLITION.
3. A PRE-CONSTRUCTION MEETING WITH THE ENVIRONMENTAL INSPECTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REQUIRED PERMITS FOR DEMOLITION FROM THE PROPER AUTHORITIES.
5. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL GUIDELINES.
6. ANY HAZARDOUS OR ENVIRONMENTALLY HARMFUL MATERIALS SHALL BE REMOVED AND DISPOSED BY PROPERLY LICENSED CONTRACTORS AND IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS.
7. IRRIGATION SYSTEM TO BE RELOCATED/REPAIRED AS NECESSARY.
8. NOTES FOR EXCAVATION/CONSTRUCTION IN NEAR TREE ROOT ZONES:
  - A. PROVIDE ORGANIC MULCH AND WEEKLY WATERING FOR IMPACTED TREES PRIOR TO STARTING CONSTRUCTION.
  - B. WHERE PROPOSED IMPROVEMENT IS PLACED WITHIN THE DRIPLINE OF EXISTING TREES, THE CONTRACTOR SHALL PROVIDE A CLEAN AND SMOOTH CUT OF AFFECTED ROOTS.



DEMOLITION PLAN  
SCALE: 1" = 20'

GRADING NOTES

1. CONTRACTOR SHALL ACHIEVE PROPOSED GRADES WITHIN +/- 0.1 FEET.
2. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN THE DIRECTION OF FLOW, ELIMINATING LOCALIZED HIGH POINTS OR DEPRESSIONS THAT CAN CAUSE PONDING.
3. MINIMUM ACCEPTABLE FINAL GRADE SLOPE IS 1% UNLESS OTHERWISE NOTED.
4. MAXIMUM ALLOWABLE UN-STABILIZED SLOPE IS 3:1. SLOPES EXCEEDING THIS LIMIT SHALL BE STABILIZED.
5. CONTRACTOR SHALL CONTACT ENGINEER SHOULD THERE BE ANY QUESTION AS TO THE INTENT OF GRADING PLAN.
6. SPOILS REMOVED FROM SITE SHALL BE TAKEN TO AN APPROVED DISPOSAL FACILITY.
7. FILL SHALL BE PLACED IN ACCORDANCE WITH CITY OF AUSTIN STANDARD SPECIFICATION 132S (EMBANKMENT) AND RECOMMENDATIONS IN SITE SPECIFIC GEOTECHNICAL REPORT.
8. NOTES FOR EXCAVATION/CONSTRUCTION IN NEAR TREE ROOT ZONES:
  - A. PROVIDE ORGANIC MULCH AND WEEKLY WATERING FOR IMPACTED TREES PRIOR TO STARTING CONSTRUCTION.
  - B. WHERE PROPOSED IMPROVEMENT IS PLACED WITHIN THE DRIPLINE OF EXISTING TREES, THE CONTRACTOR SHALL PROVIDE A CLEAN AND SMOOTH CUT OF AFFECTED ROOTS.



GRADING PLAN  
SCALE: 1" = 20'

PARKING EXPANSION

4301 BENNER ROAD  
KYLE, TEXAS 78640

KPG COMMERCIAL

EROSION & SEDIMENTATION  
CONTROL, DEMOLITION,  
SITE & GRADING PLAN

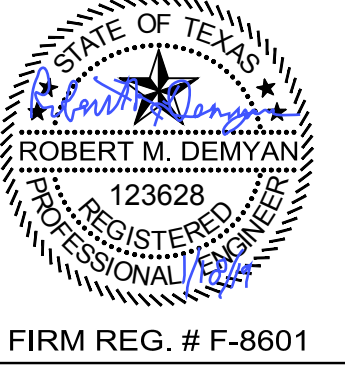
PROJECT #  
157-158

ISSUE DATE  
01/18/19

SHEET

C3

3 OF 4



CIVIL & STRUCTURAL  
ENGINEERING  
AUSTIN / HOUSTON  
TDI Engineering, LLC  
5908 Old Fredericksburg Road, Suite 300  
Austin, TX 78749  
512-301-3389 | www.tdi-llc.net

**TDI**  
ENGINEERING

**\*THINK DESIGN innovate, integrate, implement..\***



<b>Geotechnical Engineering Report</b> Village at Kohlers Crossing • Kyle, Texas May 16, 2013 • Terracon Project No. 96135068		
<b>Pavement Type</b>	<b>Traffic Design Index</b>	<b>Description</b>
Parking Areas (Passenger Vehicles)	DI-1	Light traffic – Few vehicles heavier than passenger cars, panel, and pick-up trucks; no
<b>Pavement Type</b>	<b>Traffic Design Index</b>	<b>Description</b>
Only:		regular use by heavily loaded two-axle trucks or lightly loaded larger vehicles. (EAL* = 5)
Driveways (Light-Medium Duty) and Dumpster Enclosures:	DI-2	Light to medium traffic – Similar to DI-1, including not over 50 heavily loaded two-axle trucks or lightly loaded larger vehicles per day. No regular use by heavily loaded trucks with three or more axles. (EAL = 6 – 20)
* Equivalent daily 18-kip single axle load applications.		
<b>FLEXIBLE PAVEMENT SYSTEM</b>		
<b>Component</b>	<b>Material Thickness (Inches)</b>	
	<b>DI-1</b>	<b>DI-2</b>
Asphaltic Concrete (HMAC)	2.0	2.5
Crushed Limestone Base	8.0	10.0
Moisture Conditioned Subgrade	6.0	6.0

**Hot Mix Asphaltic Concrete (HMAC)** – The asphaltic concrete surface course should be plant mixed, hot laid Type D (Fine-Graded Surface Course) meeting the master specification requirements in TxDOT Item 340 or City of Austin (COA) Item 340. For acceptance and payment evaluation purposes, we recommend the use of the provisions in COA Item 340.

**Reinforced Portland Cement Concrete (PCC)** – Concrete should be designed to exhibit a minimum 28-day compressive strength of 3,500 psi.

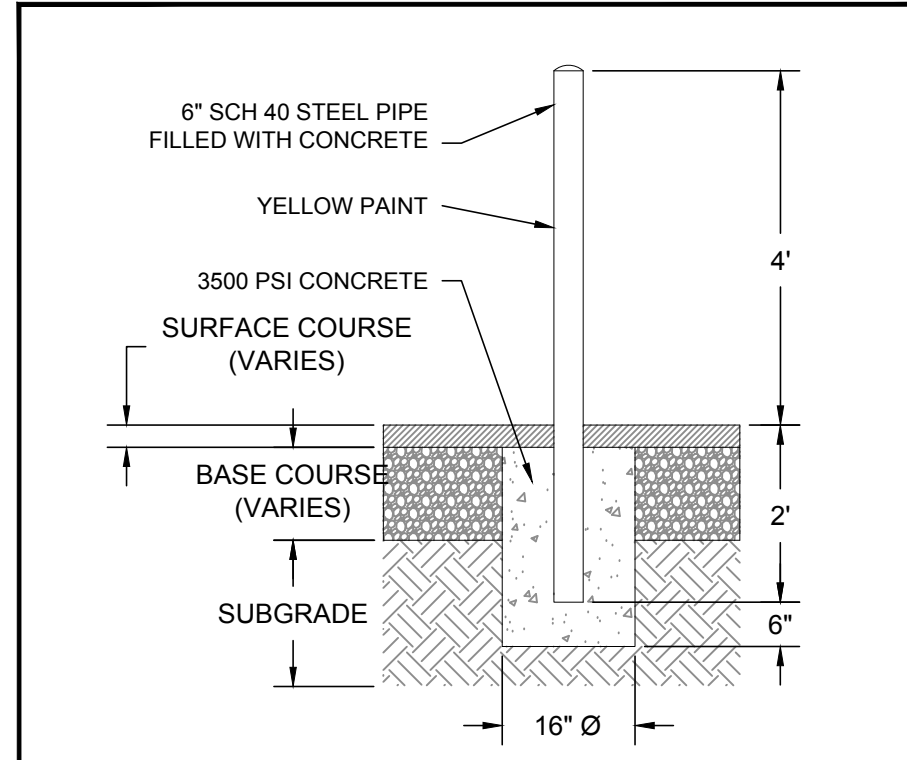
**Crushed Limestone Base** – Base material should be composed of crushed limestone meeting the requirements of TxDOT Item 247, Type A, Grade 1 or COA Item 210. The base should be compacted to a minimum of 95 percent of the maximum density as determined by the modified moisture/density relation (ASTM D 1557) at -3 to +3 percent of optimum moisture content. (As an option, consideration to at least 100 percent of the TEX-113-E maximum dry density may also be compared.) Each lift of base should be thoroughly profiled just prior to placement of subsequent lifts and/or asphalt. Particular attention should be paid to areas along curbs, above utility trenches, and adjacent to landscape islands, manholes, and storm drain inlets. Placement of the base material should extend at least 18 inches behind curbs.

**Moisture Conditioned Subgrade** – The soil subgrade should be scarified to a depth of 6 inches, moisture conditioned, and recompacted to at least 95 percent of the maximum dry density as determined by ASTM D 698. The Stratum I brown soils should be moisture conditioned to between optimum and +4 of optimum moisture content. The Stratum II tan to light reddish tan to light brown soils should be moisture conditioned to between -3 and +3 percent of optimum moisture content. Care should be taken such that the subgrade does not dry out or become saturated prior to pavement construction. The pavement subgrade should be thoroughly profiled with a rubber-tired vehicle (fully loaded water or dump truck) immediately prior placement of base material. Particular attention should be paid to areas along curbs, above utility trenches, and adjacent to landscape islands, manholes, and storm drain inlets. Placement of the moisture conditioned subgrade should extend at least 18 inches behind curbs.

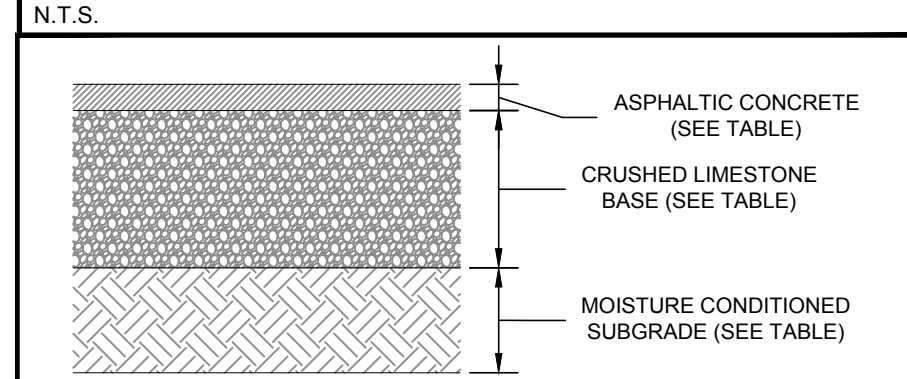
Long-term pavement performance will be dependent upon several factors, including maintaining subgrade moisture levels and providing for preventive maintenance. The following recommendations should be considered at a minimum.

- Adjacent site grading at a minimum 2% grade away from the pavements;
- A minimum 1/4 inch per foot slope on the pavement surface to promote proper surface drainage;
- Install joint sealant and seal cracks immediately;
- Placing compacted, low permeability clay backfill against the exterior side of curb and gutter; and,
- Placing curb and gutters through any base material and directly on subgrade soils.

Terracon



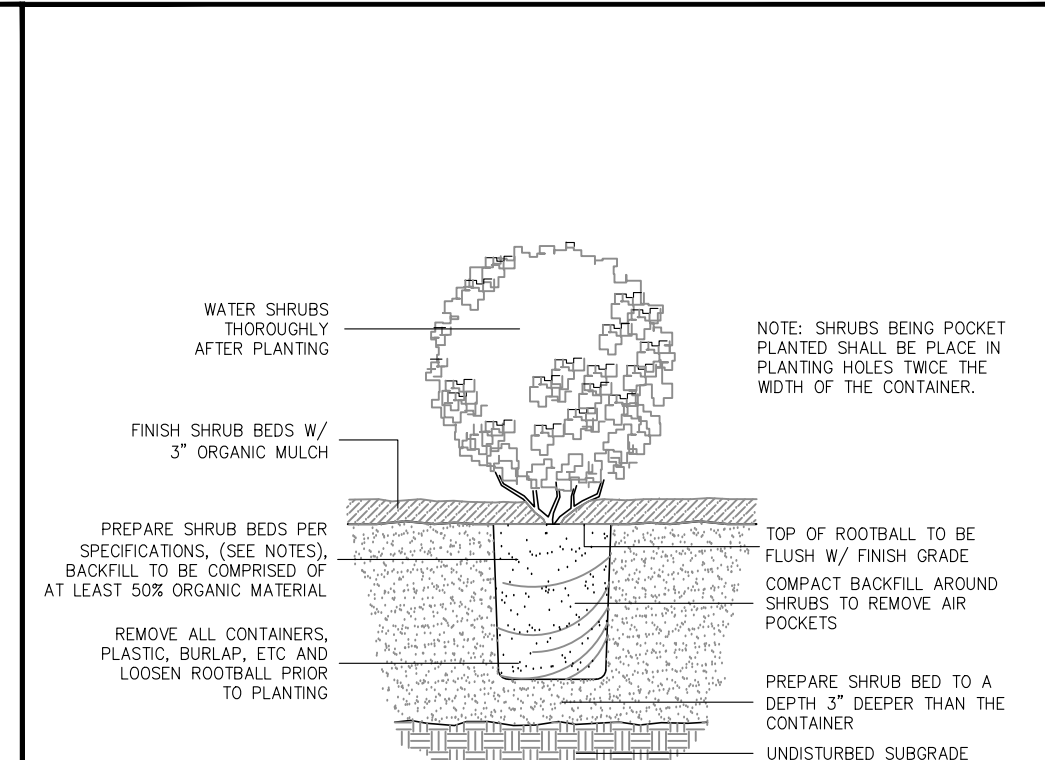
BOLLARD DETAIL



1) REFERENCE GEOTECHNICAL FOR SPECIFIC PAVEMENT DESIGN AND PLACEMENT GUIDELINES. IN THE EVENT OF DISCREPANCY BETWEEN THIS DETAIL AND GEOTECHNICAL REPORT, GEOTECHNICAL REPORT SHALL GOVERN.

ASPHALT PAVEMENT DETAIL

N.T.S.



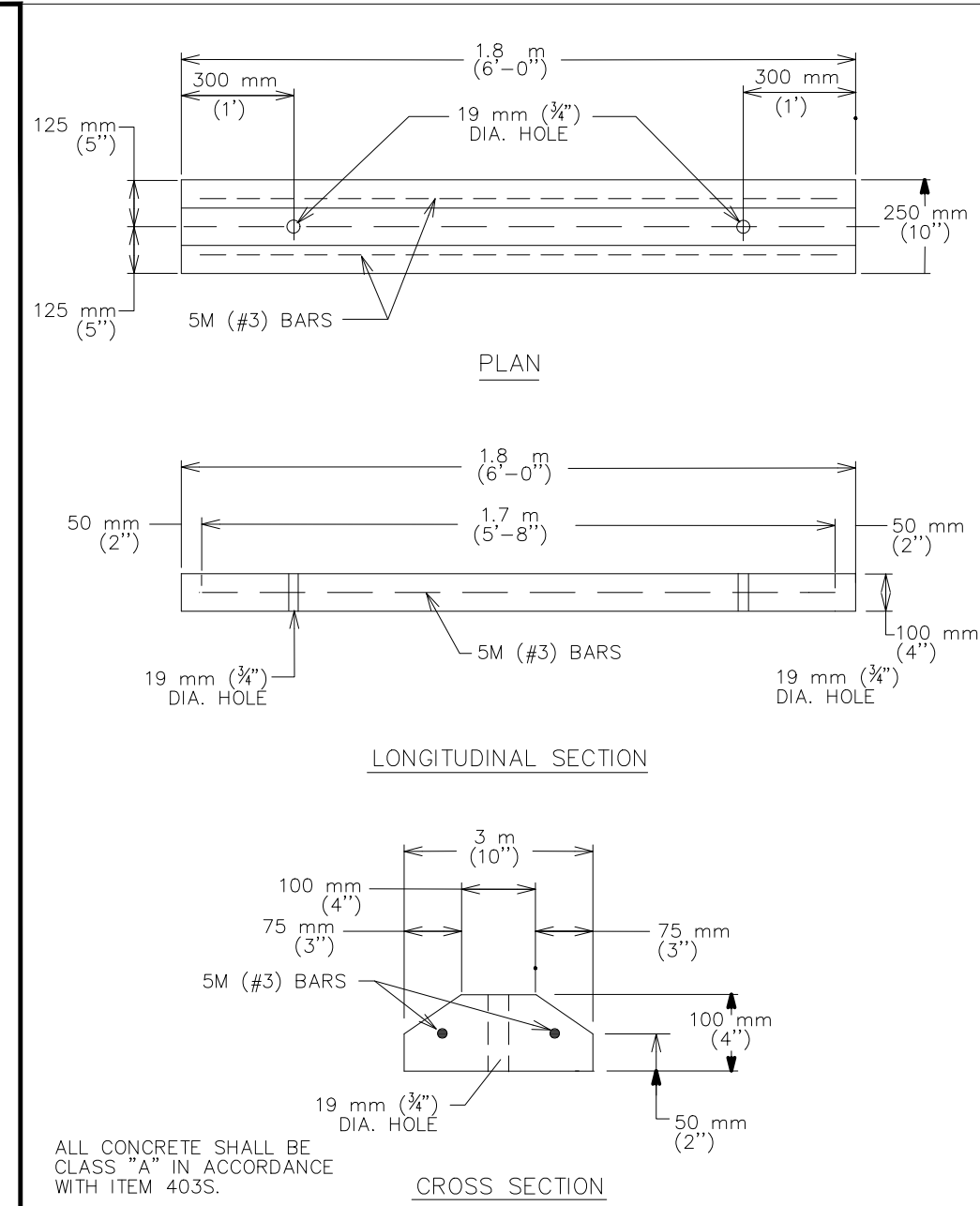
SHRUB PLANTING DETAIL



1) REFERENCE GEOTECHNICAL FOR SPECIFIC PAVEMENT DESIGN AND PLACEMENT GUIDELINES. IN THE EVENT OF DISCREPANCY BETWEEN THIS DETAIL AND GEOTECHNICAL REPORT, GEOTECHNICAL REPORT SHALL GOVERN.

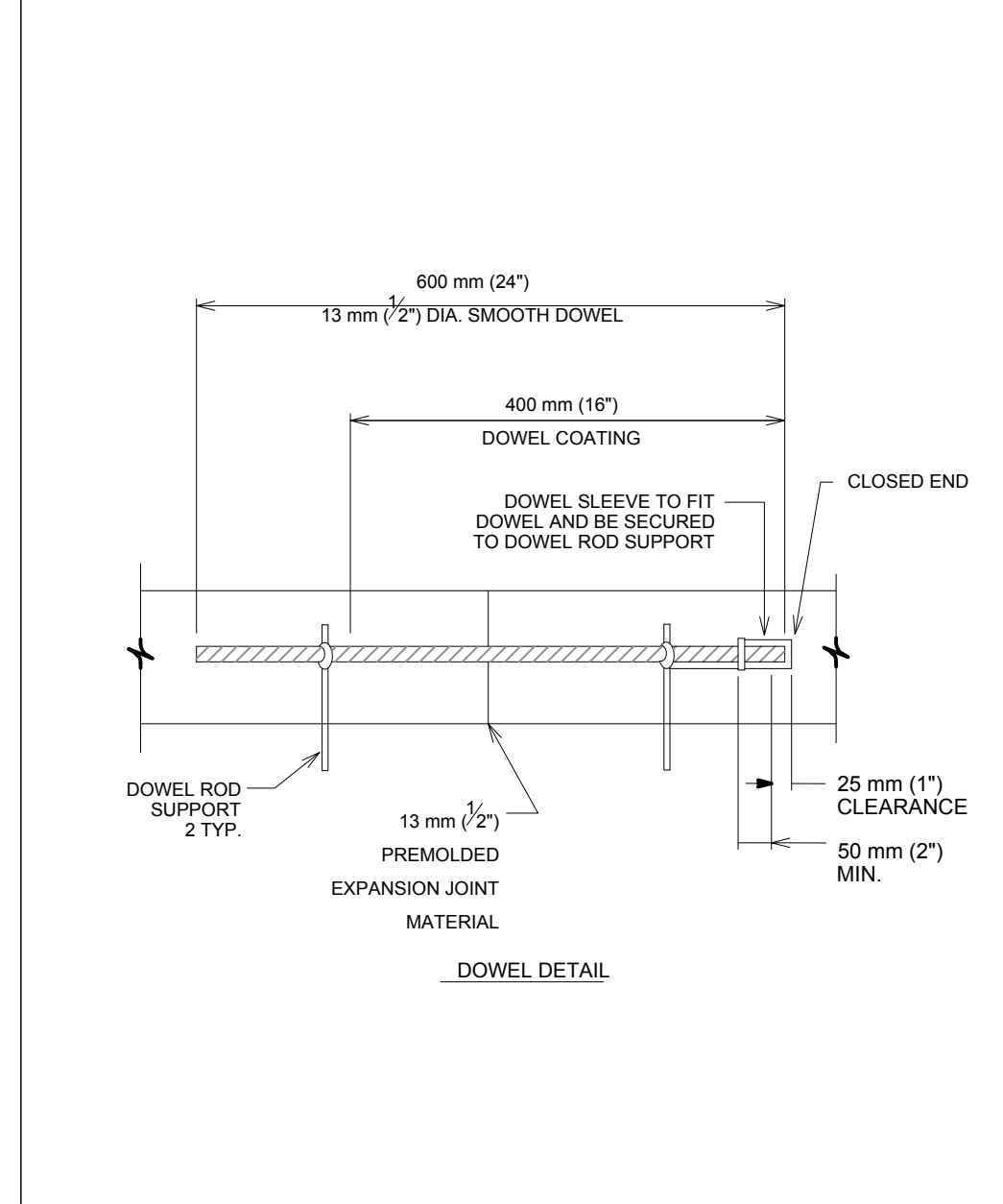
SHRUB PLANTING DETAIL

N.T.S.



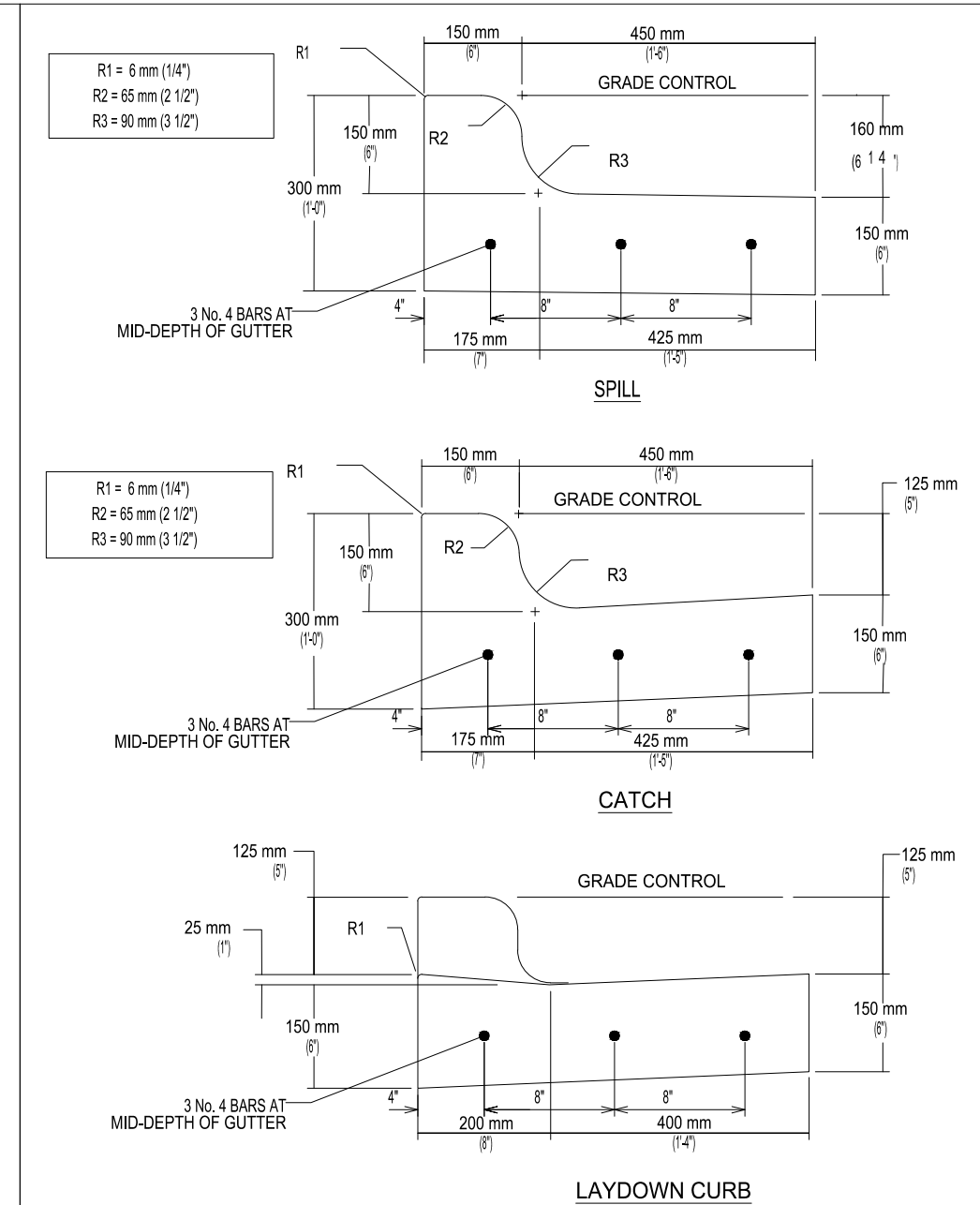
PARKING LOT BUMPER CURB

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS  
RECORD COPY SIGNED BY BILL GARDNER  
APPROVED  
3/15/05  
ADOPTED



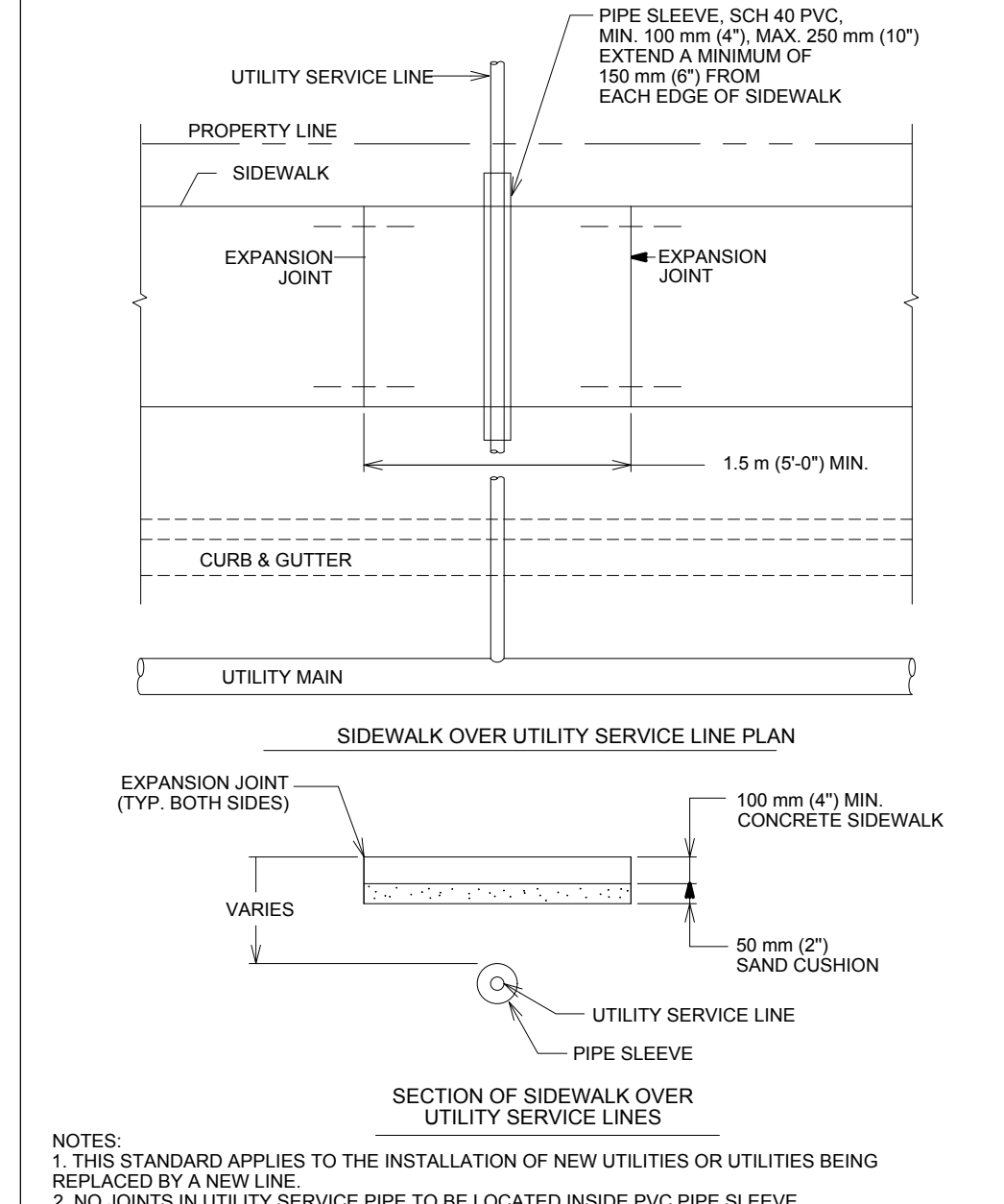
REINFORCED CURB AND GUTTER SECTION

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS  
RECORD COPY SIGNED BY BILL GARDNER  
APPROVED  
3/15/05  
ADOPTED



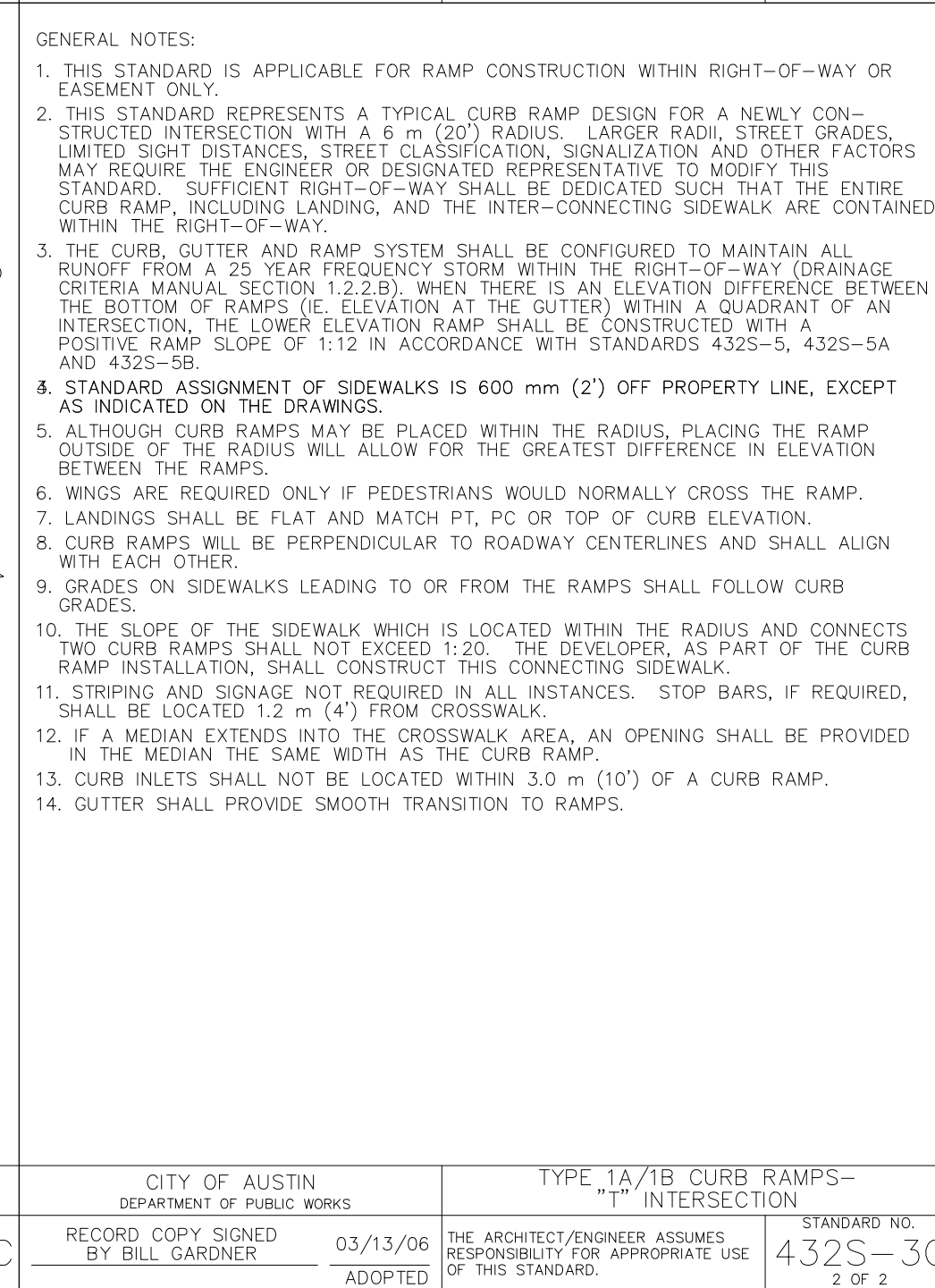
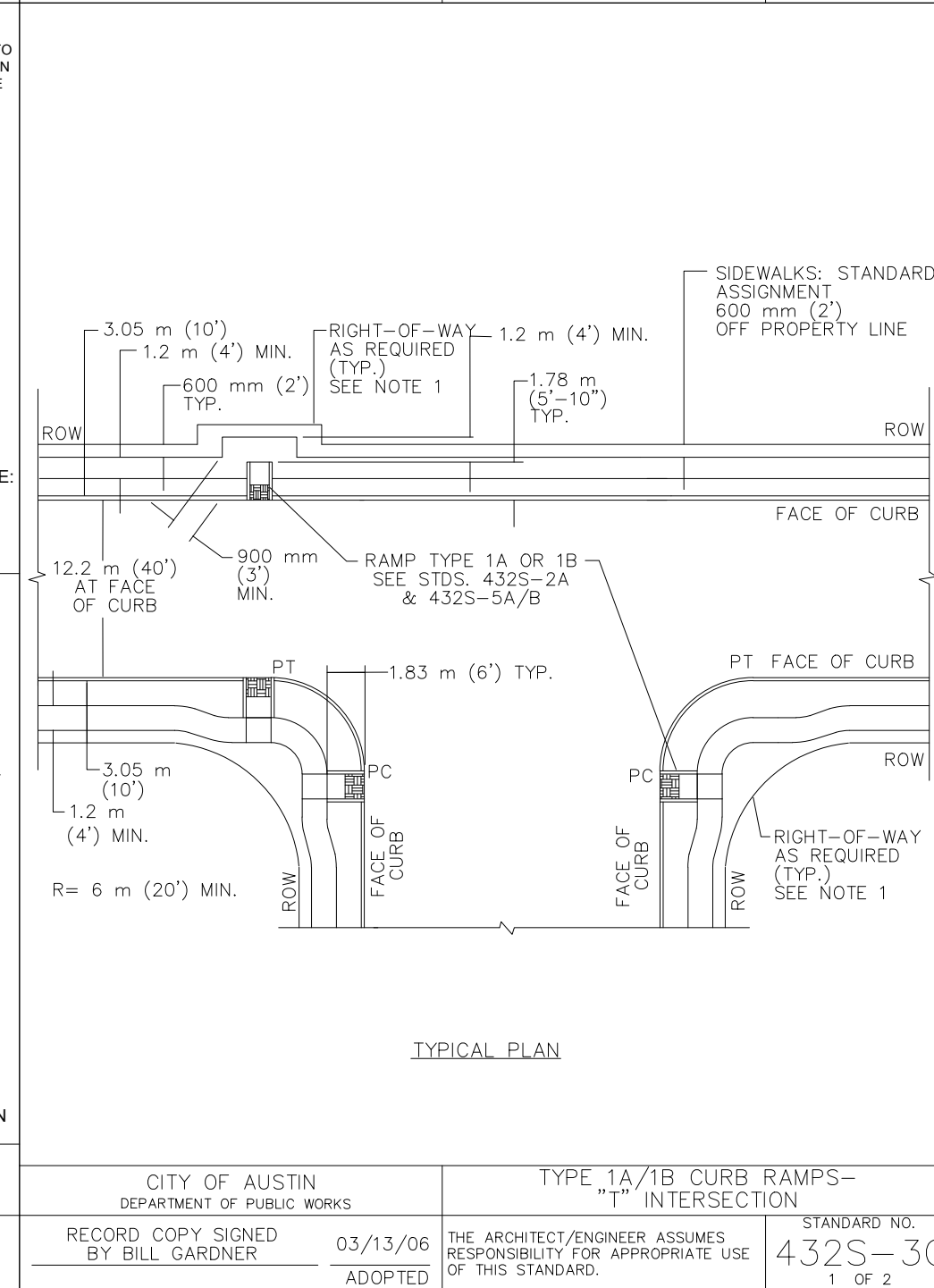
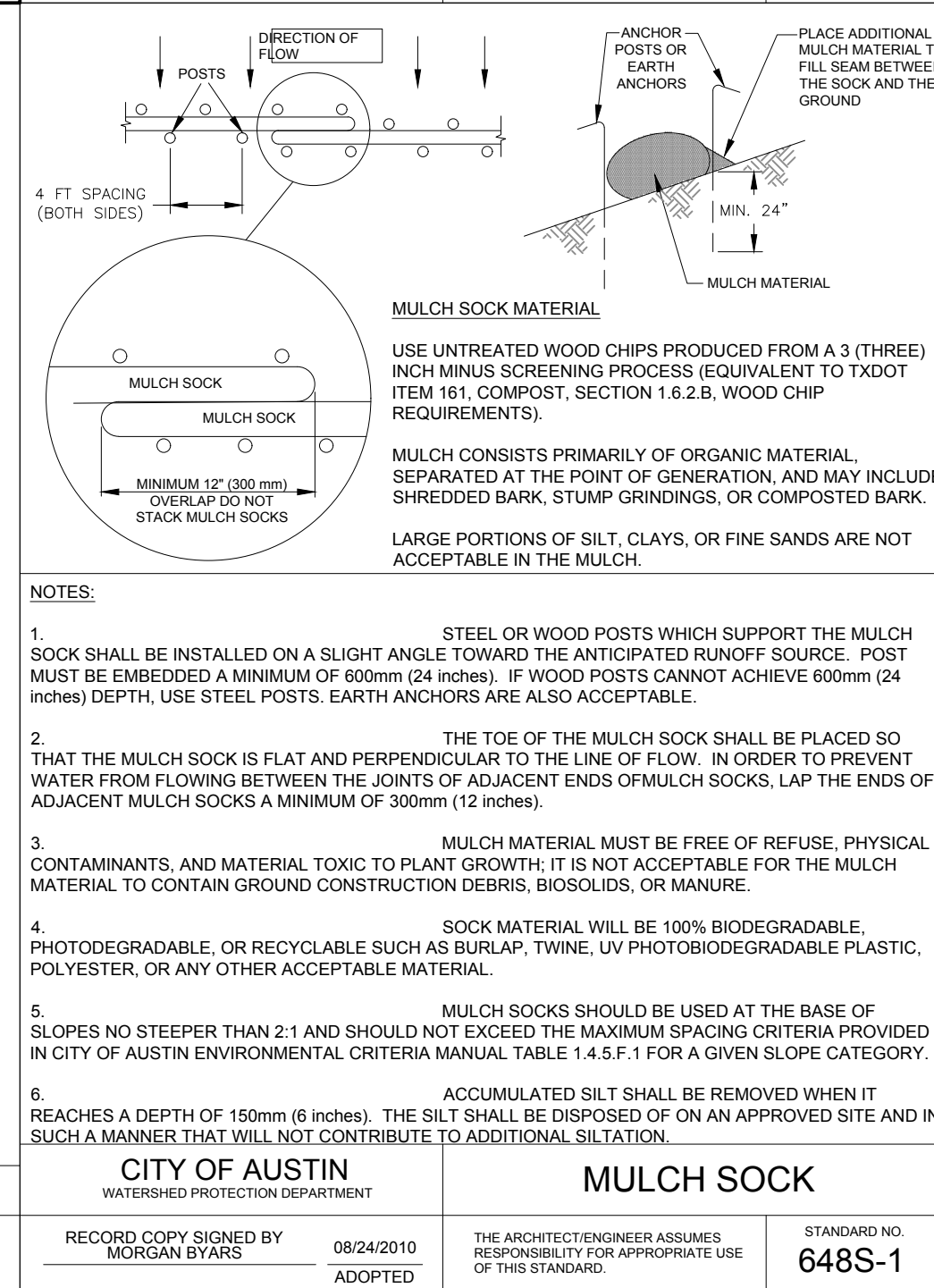
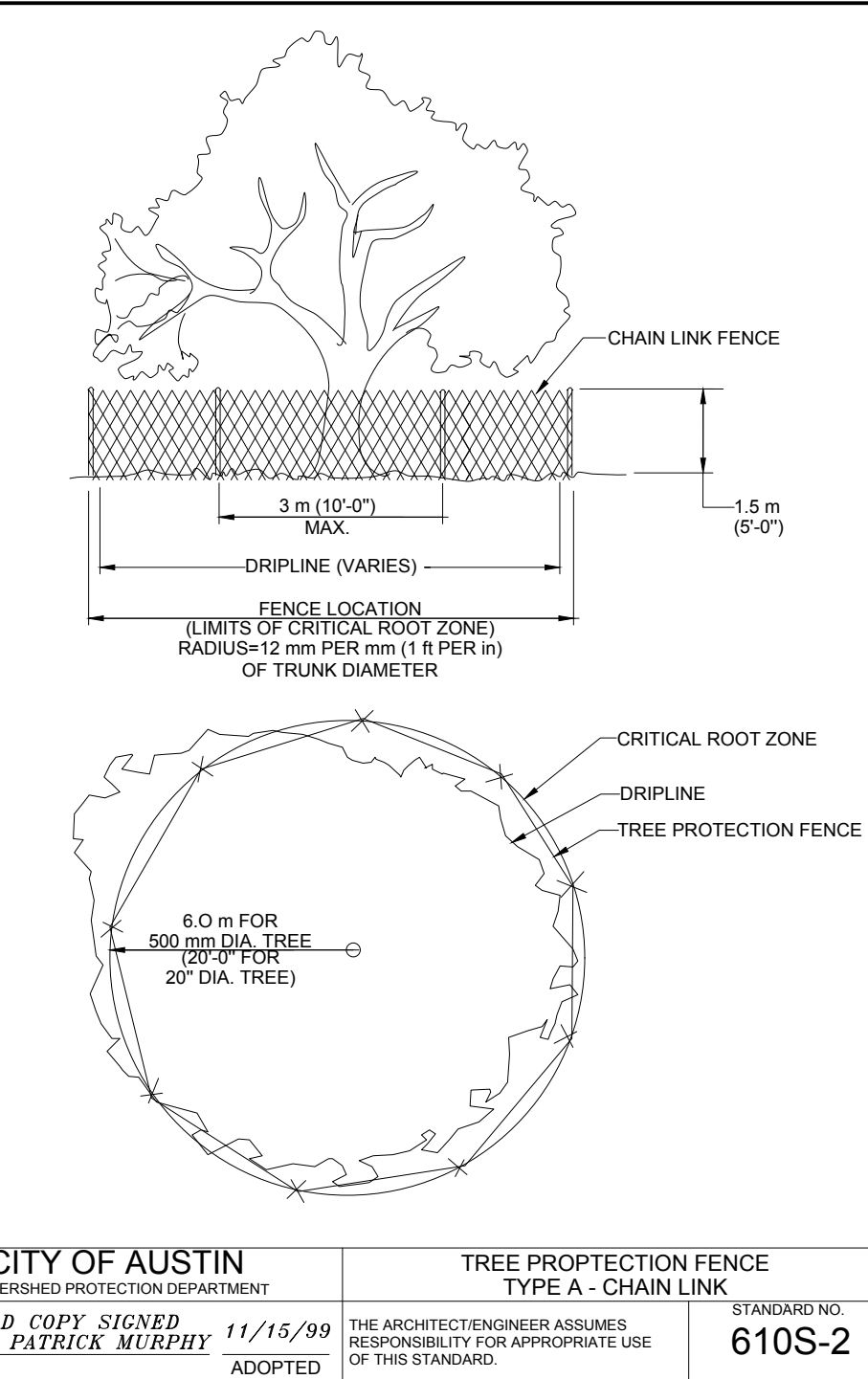
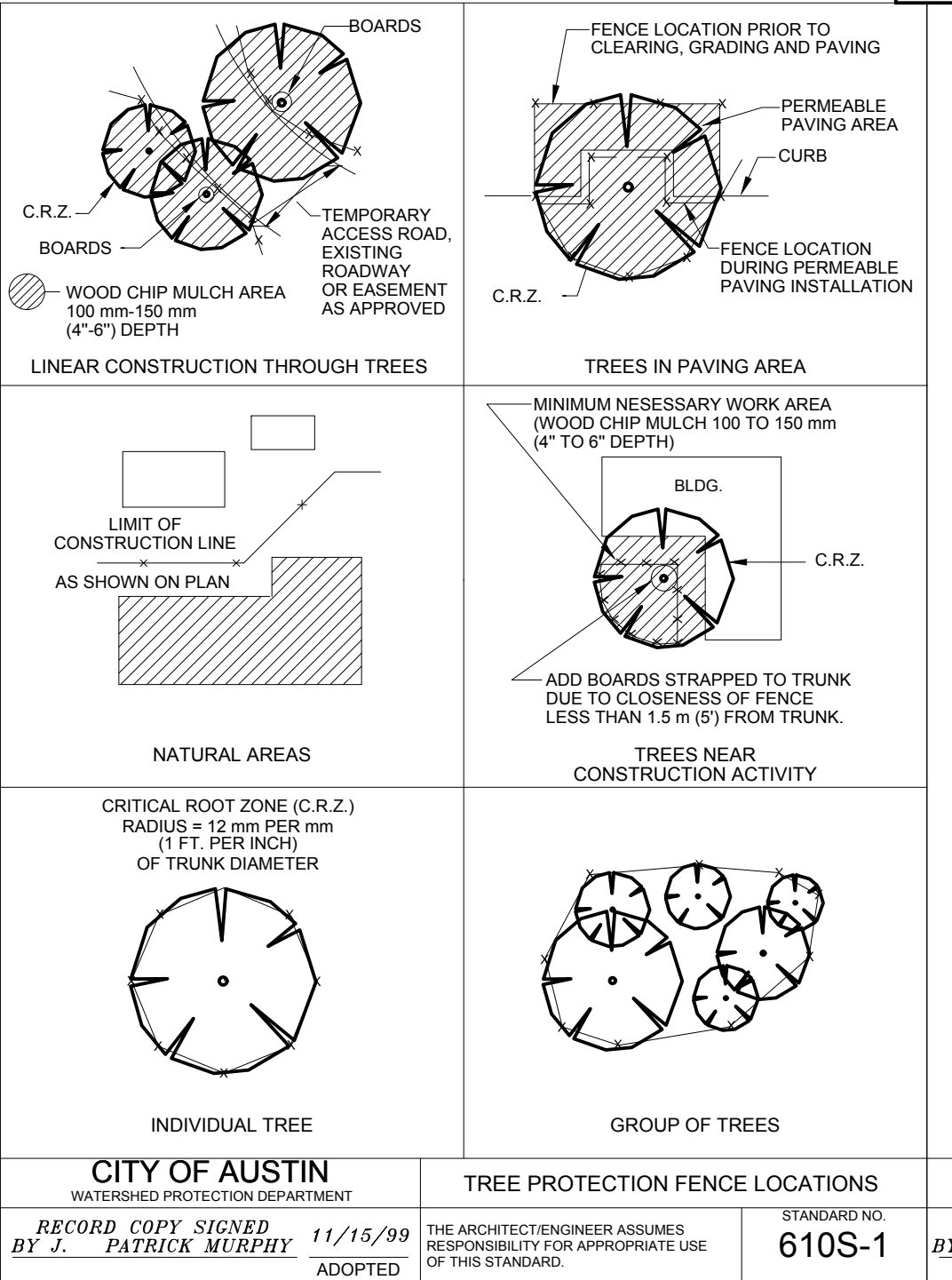
REINFORCED CURB AND GUTTER SECTION

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS  
RECORD COPY SIGNED BY SAM ANGOURI  
APPROVED  
01/04/10  
ADOPTED



SECTION OF SIDEWALK OVER UTILITY SERVICE LINES

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS  
RECORD COPY SIGNED BY BILL GARDNER  
APPROVED  
3/15/05  
ADOPTED



CIVIL & STRUCTURAL  
ENGINEERING  
AUSTIN / HOUSTON

TDI Engineering, LLC  
5908 Old Fredericksburg Road, Suite 300  
Austin, TX 78749  
512-301-3389 | www.tdi-llc.net

**\*THINK DESIGN INNOVATE, INTEGRATE, IMPLEMENT.\***

**TDI**

ENGINEERING

STATE OF TEXAS  
ROBERT M. DEMYAN  
123628  
PROFESSIONAL ENGINEER

FIRM REG. # F-8601

PARKING EXPANSION  
4301 BENNER ROAD  
KYLE, TEXAS 78840

KPG COMMERCIAL

DETAILS

PROJECT #  
157-158

ISSUE DATE  
01/18/19

SHEET  
C4

4 OF 4



**Project Location  
SD-18-0028  
4301 Benner**

**BURNHAM**

**KOHLERS XING**

**BENNER**

**4301  
BENNER**

0 100 200 400  
Feet



Property Location



Parcel Lines

Item # 10





# CITY OF KYLE, TEXAS

## Plum Creek Phase 1, Section 6H-2 - Final Plat (SUB-18-0061)

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve Plum Creek Phase 1, Section 6H-2 - Final Plat (SUB-18-0061) 15.075 acres; 92 single family lots and 12 private park lots located off of Harwell and Sanders.  
~ Howard J. Koontz, Director of Planning and Community Development

*Planning and Zoning Commission voted 6-0 to approve the final plat.*

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- ☐ Final Plat
- ☐ Location Map



PLUM CREEK PHASE I, SECTION 6H-2

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS, THAT WE, PC OPERATING PARTNERS, LTD., A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 610 WEST 5TH STREET, SUITE 601, AUSTIN, TEXAS 78701, BEING THE OWNER OF THAT CERTAIN 15.075 ACRE TRACT OF LAND IN THE HENRY LOLLER SURVEY NO. 19, A-290, HAYS COUNTY, TEXAS; BEING COMPRISED OF THE FOLLOWING TRACTS OF LAND:

- A PORTION OF THAT CALLED 24.806 ACRE TRACT OF LAND, DESIGNATED AS TRACT EIGHT, PARCEL ONE IN VOLUME 5233, PAGE 170, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;
- A PORTION OF THAT CALLED 0.415 ACRE TRACT OF LAND DESIGNATED AS TRACT EIGHT, PARCEL THREE IN VOLUME 5233, PAGE 198, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,
- ALL OF THAT CALLED 0.655 ACRE TRACT OF LAND DESIGNATED AS TRACT EIGHT, PARCEL FOUR IN VOLUME 5233, PAGE 198, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,

DO HEREBY SUBDIVIDE SAID 15.075 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **PLUM CREEK PHASE 1, SECTION 6H-2** SUBDIVISION TO THE CITY OF KYLE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT OF WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WHEREOF THE SAID PC OPERATING PARTNERS, LTD., OWNER, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS GENERAL PARTNER, PCOP GP, LLC, THEREUNTO DULY AUTHORIZED, GENERAL PARTNER HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS MEMBER/MANAGER, BENCHMARK LAND & EXPLORATION, INC.

PC OPERATING PARTNERS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
BY: PCOP GP, LLC, GENERAL PARTNER  
A TEXAS LIMITED LIABILITY COMPANY

BY: BENCHMARK LAND & EXPLORATION, INC., A MEMBER/MANAGER  
A TEXAS CORPORATION

BY: MYRA J. GOEPP, VICE PRESIDENT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, MYRA J. GOEPP, VICE PRESIDENT OF BENCHMARK LAND & EXPLORATION, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
NOTARY PUBLIC

STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY

OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, A.D., IN THE PLAT RECORDS OF SAID

COUNTY AND STATE IN DOCUMENT # \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE

OF COUNTY CLERK OF SAID COUNTY ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, A.D.

FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, A.D.

BY: \_\_\_\_\_  
ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING COMMISSION OF THE CITY OF KYLE HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH THE COMMISSION'S APPROVAL IS REQUIRED.

BY: \_\_\_\_\_  
CHAIRPERSON

REVIEWED BY:

LEON BARBA, CITY ENGINEER

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS

THIS PLAT (PLUM CREEK PHASE 1, SECTION 6H-2) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_  
ATTEST:

SECRETARY

STATE OF TEXAS §  
COUNTY OF TRAVIS §

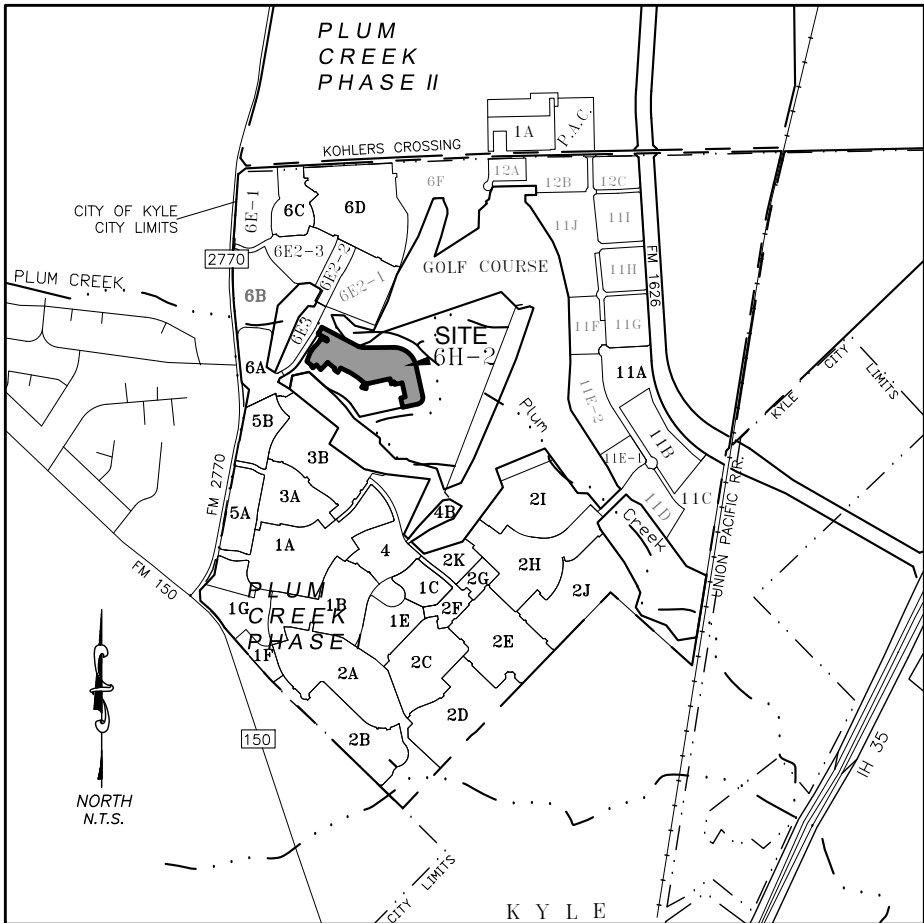
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BY: \_\_\_\_\_  
LAWRENCE M. HANRAHAN, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 58474 - STATE OF TEXAS  
TBPE FIRM NO. F-16384  
LANDDEV CONSULTING, LLC  
8200 N. MOPAC EXPY., SUITE 250  
AUSTIN, TEXAS 78759  
512-872-6696

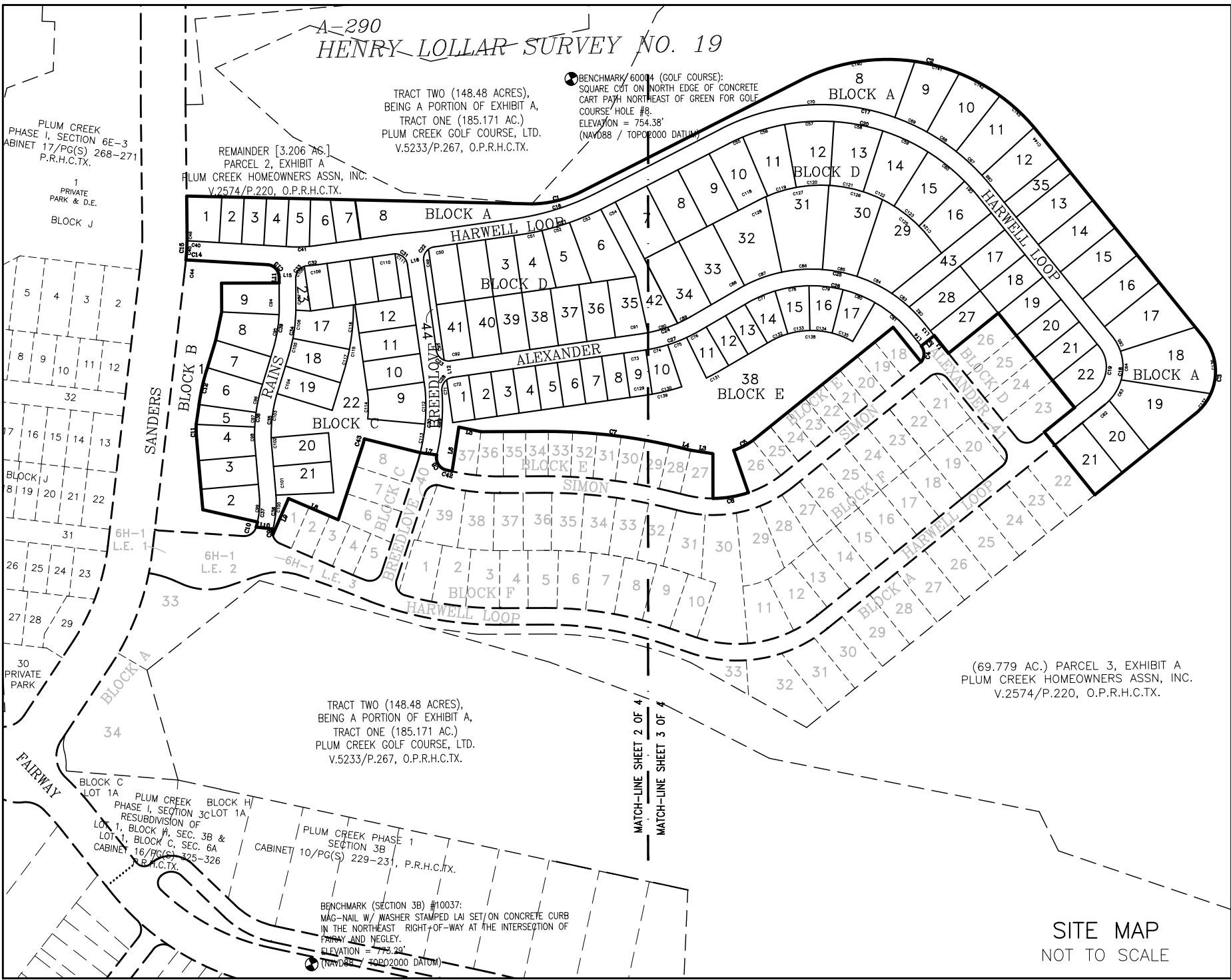
STATE OF TEXAS §  
COUNTY OF TRAVIS §

I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

BY: \_\_\_\_\_  
JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5749 - STATE OF TEXAS  
BOWMAN CONSULTING GROUP LTD.  
1120 S. CAPITAL OF TEXAS HWY, SUITE 220  
AUSTIN, TEXAS 78746  
512-327-1180



LOCATION MAP  
NOT TO SCALE



**FLOOD NOTE:**  
A PORTION OF THIS SUBDIVISION (PLUM CREEK PHASE I, SECTION 6H-2) IS CONTAINED IN THE 100 YEAR FLOOD ZONE, PER FLOOD INSURANCE RATE MAP FOR HAYS COUNTY TEXAS (UNINCORPORATED AREA) COMMUNITY-PANEL NUMBER 48209C 0270 F, EFFECTIVE DATE SEPTEMBER 2, 2005, REVISED TO REFLECT LOMR CASE NO. 17-06-4031R, EFFECTIVE DATE AUGUST 16, 2018.

- NOTES:**
- BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
  - DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
  - THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999907.

FILE: H:\SURVEY\PLUM_CRK_PH1\SECTION-6\SEC-6H\WORK\PLATS\6H-2\PLUM-6H-2_FINAL PLAT.DWG			
DATE: 08-25-18	DRAWN BY: KM	CREW: MK, BE	
SCALE: 1"=60'	CHECKED BY: JB	PB #:	
JOB #: 5549-05-002	DRAWING #: FINAL PLAT	PLAN #: 1214	
NO.	REVISION	BY	DATE

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
1120 South Capital of Texas Hwy, Bldg 3, Suite 220, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

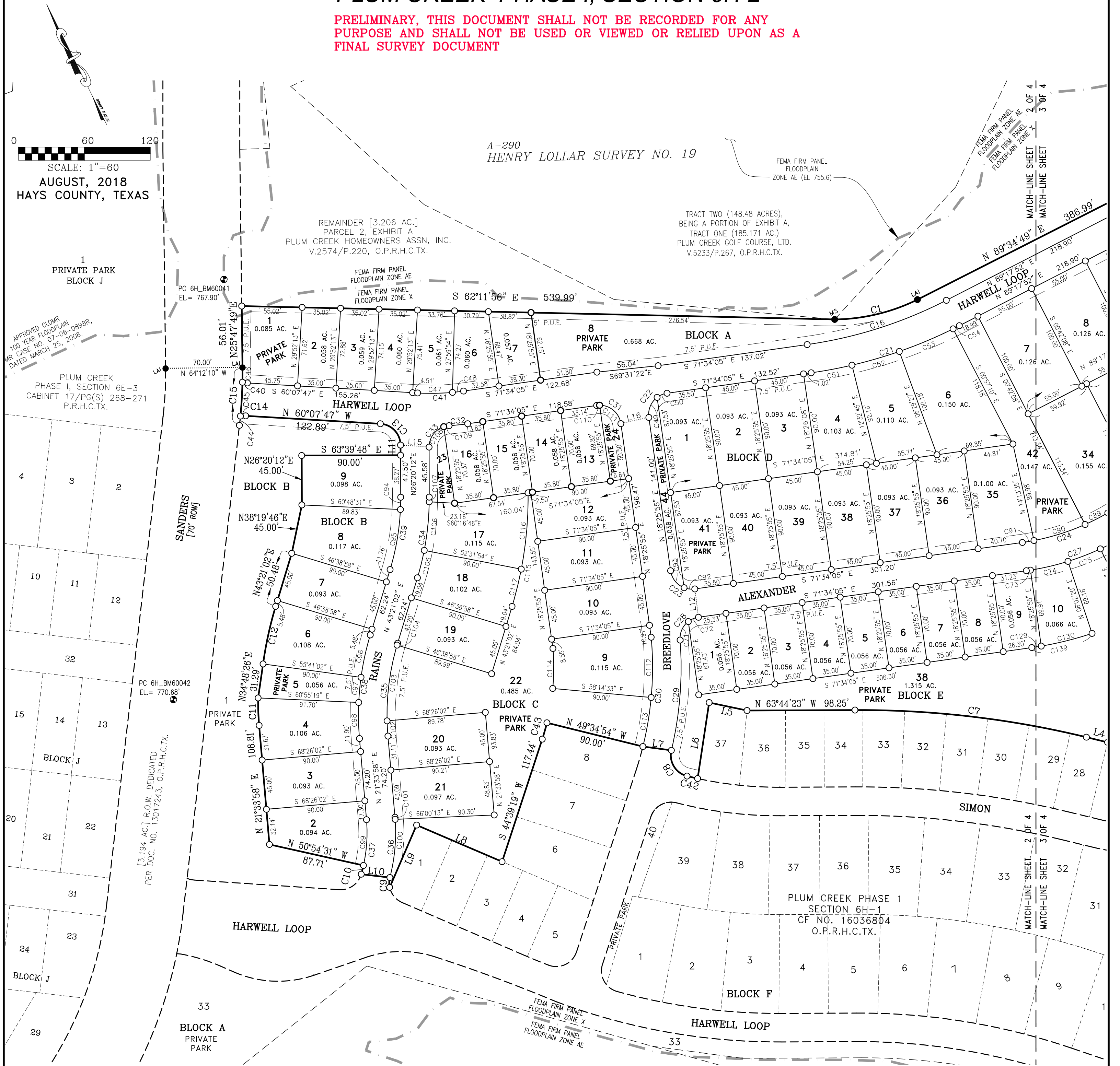
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

**FINAL PLAT**  
**PLUM CREEK**  
**PHASE I - SECTION 6H-2**  
**HAYS COUNTY, TEXAS**



PLUM CREEK PHASE I, SECTION 6H-2

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT



FILE: H:\SURVEY\PLUM_CRK_PHT\SECTION-6\SEC-6H\WORK\PLATS\6H-2\PLUM-6H-2_FINAL PLAT.DWG			
DATE: 08-25-18	DRAWN BY: KM	CREW: MK, BE	
SCALE: 1"=60'	CHECKED BY: JB	FB #:	
JOB #: 5549-05-002	DRAWING #: FINAL PLAT	PLAN #: 1214	
NO.	REVISION	BY	DATE

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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

**FINAL PLAT**  
**PLUM CREEK**  
**PHASE I - SECTION 6H-2**  
**HAYS COUNTY, TEXAS**



PLUM CREEK PHASE I, SECTION 6H-2

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

BEARING BASIS NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS; TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999907.

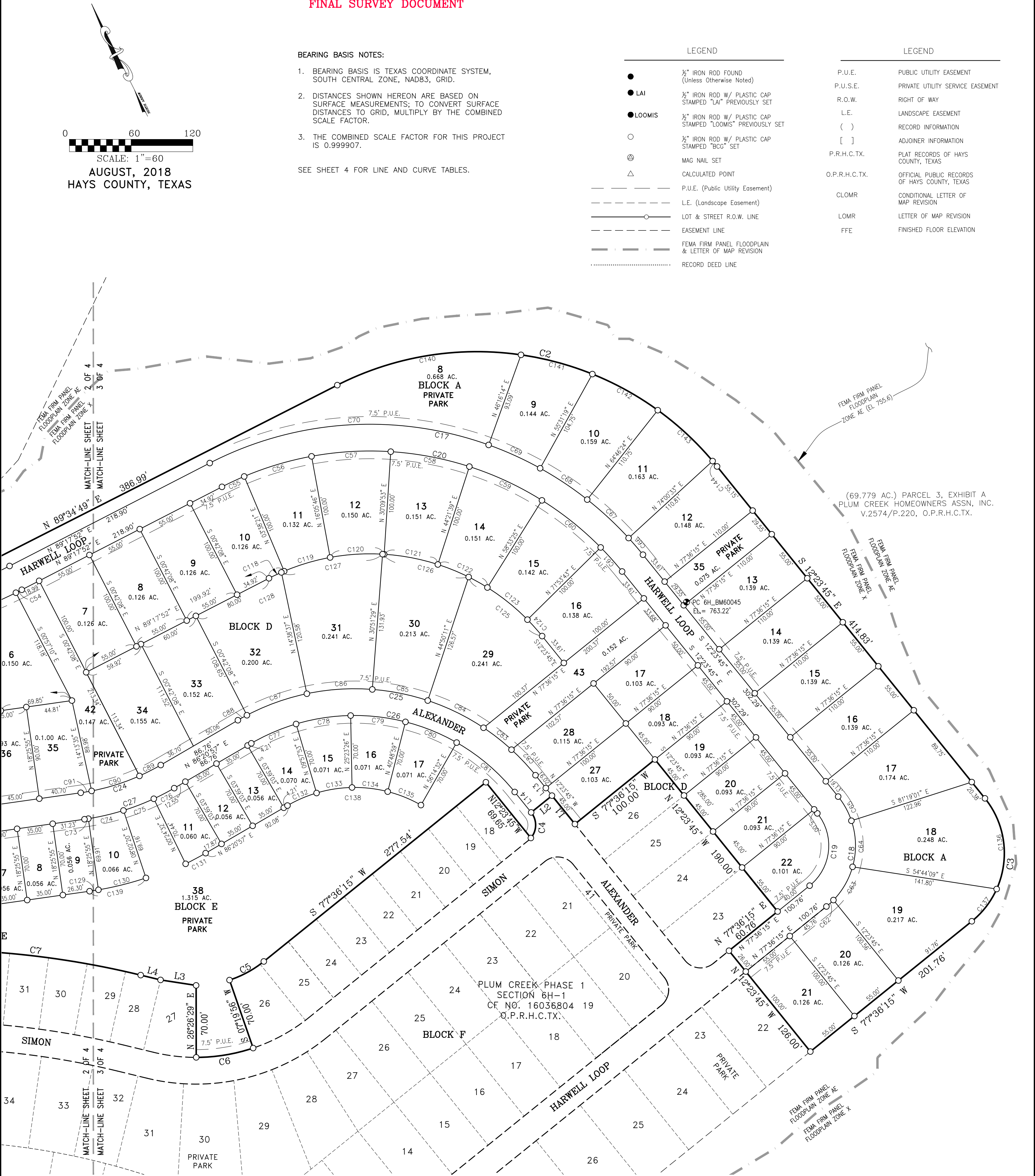
SEE SHEET 4 FOR LINE AND CURVE TABLES.

LEGEND

- 1/2" IRON ROD FOUND (Unless Otherwise Noted)
- LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
- LOOMIS 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LOOMIS" PREVIOUSLY SET
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
- ⊗ MAG NAIL SET
- △ CALCULATED POINT
- P.U.E. (Public Utility Easement)
- - - L.E. (Landscape Easement)
- LOT & STREET R.O.W. LINE
- - - EASEMENT LINE
- - - FEMA FIRM PANEL FLOODPLAIN & LETTER OF MAP REVISION
- ..... RECORD DEED LINE

LEGEND

- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.S.E. PRIVATE UTILITY SERVICE EASEMENT
- R.O.W. RIGHT OF WAY
- L.E. LANDSCAPE EASEMENT
- ( ) RECORD INFORMATION
- [ ] ADJOINER INFORMATION
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- CLOMR CONDITIONAL LETTER OF MAP REVISION
- LOMR LETTER OF MAP REVISION
- FFE FINISHED FLOOR ELEVATION



SHEET 3 OF 4

FILE: H:\SURVEY\PLUM_CRK_PHT\SECTION-6\SEC-6H\WORK\PLATS\6H-2\PLUM-6H-2_FINAL PLAT.DWG			
DATE: 08-25-18	DRAWN BY: KM	CREW: MK, BE	
SCALE: 1"=60'	CHECKED BY: JB	PB #:	
JOB #: 5549-05-002	DRAWING #: FINAL PLAT	PLAN #: 1214	
NO.	REVISION	BY	DATE

**Bowman**  
CONSULTING

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Phone: (512) 327-1180 Fax: (512) 327-4062  
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FINAL PLAT  
PLUM CREEK  
PHASE I - SECTION 6H-2  
HAYS COUNTY, TEXAS

PLOT DATE: Feb 07,2019-5:19pm

Item # 11

PLAN #: 1214



PLUM CREEK PHASE I, SECTION 6H-2

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	175.00'	78.12'	S 76°58'19" E	77.47'
C2	300.00'	408.53'	S 51°24'28" E	377.69'
C3	85.00'	133.52'	S 32°36'15" W	120.21'
C4	19.50'	26.95'	S 27°11'43" W	24.85'
C5	105.00'	38.16'	S 88°00'53" W	37.95'
C6	175.00'	56.36'	N 72°47'07" W	56.12'
C7	875.00'	212.69'	N 56°48'17" W	212.17'
C8	19.50'	30.44'	N 04°48'16" W	27.44'
C9	19.50'	9.05'	N 27°43'45" E	8.97'
C10	137.00'	8.28'	N 40°49'20" E	8.28'
C11	253.00'	25.08'	N 24°24'20" E	25.07'
C12	341.00'	53.77'	N 38°50'00" E	53.71'
C13	19.50'	29.43'	N 16°53'48" W	26.71'
C14	24.50'	4.75'	N 65°40'57" W	4.74'
C15	405.00'	44.25'	N 28°55'39" E	44.23'
C16	400.00'	133.58'	S 81°08'07" E	132.96'
C17	341.00'	466.05'	S 51°32'56" E	430.61'
C18	76.00'	119.38'	S 32°36'15" W	107.48'
C19	50.00'	78.54'	N 32°36'15" E	70.71'
C20	315.00'	430.51'	N 51°32'56" W	397.78'
C21	426.00'	142.26'	N 81°08'07" W	141.60'
C22	19.50'	30.63'	S 63°25'55" W	27.58'
C23	19.50'	30.63'	S 26°34'05" E	27.58'
C24	215.00'	82.86'	S 82°36'34" E	82.35'
C25	226.00'	320.51'	S 53°01'24" E	294.32'
C26	200.00'	283.63'	N 53°01'24" W	260.46'
C27	241.00'	92.89'	N 82°36'34" W	92.31'
C28	19.50'	29.37'	S 65°17'04" W	26.67'
C29	326.00'	101.13'	S 31°01'26" W	100.73'
C30	300.00'	100.32'	N 30°50'18" E	99.85'
C31	19.50'	30.63'	N 26°34'05" W	27.58'
C32	240.00'	17.07'	N 69°25'58" W	17.07'
C33	19.50'	29.36'	S 69°28'12" W	26.66'
C34	251.00'	74.53'	S 34°50'37" W	74.26'
C35	225.00'	85.55'	S 32°27'30" W	85.03'
C36	163.00'	55.35'	S 31°17'41" W	55.09'
C37	137.00'	50.18'	N 32°03'35" E	49.90'
C38	251.00'	95.43'	N 32°27'30" E	94.86'
C39	225.00'	66.81'	N 34°50'37" E	66.57'
C40	24.50'	4.55'	S 54°48'44" E	4.54'
C41	210.00'	41.92'	S 65°50'56" E	41.85'
C42	344.00'	9.88'	N 50°20'34" W	9.88'
C43	210.00'	15.53'	S 42°32'13" W	15.53'
C44	405.00'	8.49'	N 32°39'30" E	8.49'
C45	405.00'	30.89'	N 29°52'23" E	30.88'
C46	405.00'	13.37'	N 26°44'33" E	13.37'
C47	210.00'	31.78'	N 64°27'55" W	31.75'
C48	210.00'	10.14'	N 70°11'04" W	10.14'
C49	19.50'	20.71'	N 48°51'15" E	19.75'
C50	19.50'	9.92'	S 86°08'45" E	9.82'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C51	426.00'	37.82'	S 74°06'42" E	37.81'
C52	426.00'	44.91'	S 79°40'31" E	44.89'
C53	426.00'	53.13'	S 86°16'04" E	53.09'
C54	426.00'	6.41'	N 89°43'43" E	6.41'
C55	315.00'	23.87'	S 88°31'54" E	23.86'
C56	315.00'	68.49'	S 80°07'56" E	68.35'
C57	315.00'	77.35'	S 66°52'10" E	77.15'
C58	315.00'	78.05'	S 52°44'14" E	77.85'
C59	315.00'	78.05'	S 38°32'28" E	77.85'
C60	315.00'	73.33'	S 24°46'26" E	73.17'
C61	315.00'	31.39'	S 15°15'01" E	31.37'
C62	76.00'	9.26'	N 74°06'46" E	9.26'
C63	76.00'	37.67'	N 56°25'21" E	37.28'
C64	76.00'	45.49'	N 25°04'35" E	44.81'
C65	76.00'	26.96'	N 02°14'00" W	26.82'
C66	341.00'	21.40'	N 14°11'36" W	21.39'
C67	341.00'	54.97'	N 20°36'32" W	54.91'
C68	341.00'	55.06'	N 29°51'09" W	55.00'
C69	341.00'	55.06'	N 39°06'13" W	55.00'
C70	341.00'	279.56'	N 67°12'57" W	271.80'
C71	19.50'	19.25'	N 50°24'51" E	18.48'
C72	19.50'	10.12'	S 86°26'18" E	10.01'
C73	241.00'	3.77'	S 72°00'59" E	3.77'
C74	241.00'	35.10'	S 76°38'11" E	35.06'
C75	241.00'	31.63'	S 84°34'08" E	31.61'
C76	241.00'	22.38'	N 89°00'36" E	22.38'
C77	200.00'	47.53'	S 86°50'35" E	47.42'
C78	200.00'	53.85'	S 72°19'20" E	53.68'
C79	200.00'	53.85'	S 56°53'48" E	53.68'
C80	200.00'	53.85'	S 41°28'15" E	53.68'
C81	200.00'	74.57'	S 23°04'37" E	74.14'
C82	226.00'	34.11'	N 16°43'10" W	34.08'
C83	226.00'	34.60'	N 25°25'46" W	34.57'
C84	226.00'	60.54'	N 37°29'23" W	60.36'
C85	226.00'	55.14'	N 52°09'10" W	55.00'
C86	226.00'	63.96'	N 67°14'57" W	63.74'
C87	226.00'	62.15'	N 83°14'04" W	61.95'
C88	226.00'	10.01'	S 87°37'06" W	10.01'
C89	215.00'	23.28'	S 89°27'04" W	23.27'
C90	215.00'	48.87'	N 80°56'08" W	48.76'
C91	215.00'	10.72'	N 72°59'46" W	10.72'
C92	19.50'	9.92'	N 56°59'25" W	9.82'
C93	19.50'	20.71'	N 11°59'25" W	19.75'
C94	225.00'	11.21'	S 27°45'51" W	11.21'
C95	225.00'	55.60'	S 36°16'16" W	55.46'
C96	251.00'	39.58'	S 38°50'00" W	39.54'
C97	251.01'	22.95'	S 31°41'50" W	22.94'
C98	251.00'	32.91'	S 25°19'19" W	32.88'
C99	137.00'	41.90'	S 30°19'43" W	41.74'
C100	163.00'	53.44'	N 31°37'54" E	53.20'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C101	163.00'	1.92'	N 21°54'11" E	1.92'
C102	225.00'	13.90'	N 23°20'08" E	13.90'
C103	225.00'	69.85'	N 33°59'56" E	69.57'
C104	225.00'	1.80'	N 43°07'18" E	1.80'
C105	251.00'	25.77'	N 40°24'34" E	25.76'
C106	251.00'	44.53'	N 32°23'10" E	44.47'
C107	251.00'	4.24'	N 26°49'13" E	4.24'
C108	19.50'	24.43'	N 62°13'45" E	22.86'
C109	19.50'	4.93'	S 74°38'15" E	4.92'
C110	19.50'	2.66'	S 67°39'15" E	2.66'
C111	19.50'	27.97'	S 22°39'15" E	25.63'
C112	300.00'	54.97'	S 26°30'29" W	54.90'
C113	300.00'	45.35'	S 36°05'17" W	45.31'
C114	210.00'	36.46'	N 26°47'02" E	36.41'
C115	341.00'	104.94'	N 34°32'03" E	104.53'
C116	341.00'	69.93'	S 31°35'35" W	69.81'
C117	341.00'	35.01'	S 40°24'34" W	34.99'
C118	215.00'	16.29'	N 88°31'54" W	16.29'
C119	215.00'	46.74'	N 80°07'56" W	46.65'
C120	215.00'	52.79'	N 66°52'10" W	52.66'
C121	215.00'	53.27'	N 52°44'14" W	53.13'
C122	215.00'	53.27'	N 38°32'28" W	53.13'
C123	215.00'	50.05'	N 24°46'26" W	49.94'
C124	215.00'	21.42'	N 15°15'01" W	21.41'
C125	215.00'	92.37'	S 24°42'11" E	91.66'
C126	215.00'	87.21'	S 48°37'53" E	86.62'
C127	215.00'	100.91'	S 73°41'54" E	99.99'
C128	215.00'	13.35'	S 88°55'23" E	13.35'
C129	311.00'	8.70'	N 72°22'11" W	8.70'
C130	311.00'	47.71'	N 77°33'58" W	47.66'
C131	311.00'	22.04'	S 88°22'45" W	22.03'
C132	130.00'	30.89'	N 86°50'35" W	30.82'
C133	130.00'	35.00'	N 72°19'20" W	34.89'
C134	130.00'	35.00'	N 56°53'48" W	34.89'
C135	130.00'	35.00'	N 41°28'15" W	34.89'
C136	85.00'	93.55'	S 19°08'03" W	88.90'
C137	85.00'	39.97'	S 64°08'03" W	39.60'
C138	130.00'	135.89'	N 63°42'16" W	129.79'
C139	311.00'	56.41'	S 76°45'53" E	56.34'
C140	300.00'	183.93'	S 72°51'19" E	181.07'
C141	300.00'	72.07'	S 48°24'30" E	71.90'
C142	300.00'	72.80'	S 34°34'24" E	72.63'
C143	300.00'	72.93'	S 20°39'26" E	72.75'
C144	300.00'	6.79'	S 13°02'40" E	6.79'

NOTES:

- TOTAL ACREAGE: 15.075 ACRES.
- THE TOTAL AREA OF PRIVATE STREET RIGHT OF WAY (HARWELL LOOP, BREEDLOVE, ALEXANDER AND RAINS) TO BE DEDICATED IN THIS SUBDIVISION IS 2.065 ACRES.
- TOTAL NUMBER OF LOTS: 104  
92 SINGLE FAMILY LOTS  
12 PRIVATE PARK LOTS
- PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. ORDINANCE 311, PLUM CREEK SUBDIVISION ORDINANCE 308, & ORDINANCE 690.
- ALL UTILITIES WITHIN THE SUBDIVISION WILL BE UNDERGROUND.
- ALL PRIVATE STREETS, ALLEYS, PEDESTRIAN RIGHT-OF-WAYS, PARK/DRAINAGE EASEMENT LOTS, ACCESS EASEMENTS, AND ALL LANDSCAPE EASEMENT AREAS SHOWN ON THIS PLAT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA) OR ASSIGNS. IT SHALL BE THE HOA'S RESPONSIBILITY FOR KEEPING SAID RIGHT-OF-WAYS, LOTS AND LANDSCAPE EASEMENT AREAS NEATLY CUT, FREE OF DEBRIS AND FREE OF ALL TREE/BRUSH REGROWTH.
- PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED AS SHOWN HEREON.
- A 7.5 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO AND PARALLEL WITH ALL PUBLIC AND PRIVATE STREETS IS HEREBY DEDICATED.
- ACCESS TO ALL PRIVATE RIGHT-OF-WAYS HEREON IS GRANTED TO CITY OF KYLE FOR THE PURPOSE OF ACCESSING AND MAINTAINING CITY OWNED FACILITIES CONTAINED THEREIN.
- THE FINISHED FLOOR ELEVATION (FFE) OF ALL BUILDINGS IN THIS SUBDIVISION SHALL BE THE HIGHEST OF THE FOLLOWING CRITERIA:
  - EIGHT INCHES ABOVE FINAL FINISHED ADJACENT GRADE, EXCLUDING DRIVEWAYS,
  - THE MINIMUM FINISHED FLOOR ELEVATION SHOWN ON THE INDIVIDUAL LOT, OR,
  - 764.00, IF NO FINISHED FLOOR ELEVATION IS SHOWN ON AN INDIVIDUAL LOT.

FIRE LANE STRIPING CHART

STREET	FROM	TO	STRIPING SIDE	STA FROM	STA TO
HARWELL LOOP	SANDERS	RAINS	BOTH SIDES	0+00	2+08
HARWELL LOOP	RAINS	BREEDLOVE	NORTH	2+08	4+27
HARWELL LOOP	BREEDLOVE	ALEXANDER	NORTH	4+27	15+29
HARWELL LOOP	ALEXANDER	BREEDLOVE	WEST & SOUTH	15+29	30+53
HARWELL LOOP	BREEDLOVE	SANDERS	SOUTH	30+53	34+43
RAINS	HARWELL LOOP (SOUTH END)	HARWELL LOOP (NORTH END)	WEST	0+00	END
BREEDLOVE	HARWELL LOOP (SOUTH END)	HARWELL LOOP (NORTH END)	EAST	0+00	END
ALEXANDER	BREEDLOVE	HARWELL LOOP	SOUTH & WEST	0+00	END
SIMON	BREEDLOVE	ALEXANDER	NORTH	0+00	END

BENCHMARK LIST: – DATUM – NAVD88

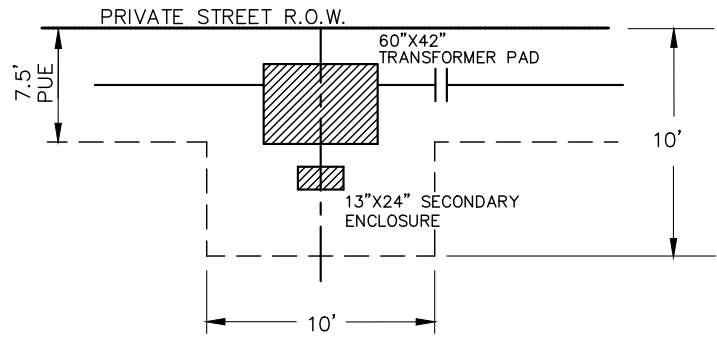
BENCHMARK 60004 (GOLF COURSE):  
SQUARE CUT ON NORTH EDGE OF CONCRETE CART PATH  
NORTHEAST OF GREEN FOR GOLF COURSE HOLE #8.  
ELEVATION = 754.38'

BENCHMARK 10037 (SECTION 3B):  
MAG-NAIL W/ WASHER STAMPED LAI SET ON CONCRETE  
CURB IN THE NORTHEAST RIGHT-OF-WAY AT THE  
INTERSECTION OF FAIRAY AND NEGLEY.  
ELEVATION = 773.29'

BENCHMARK 60041 (SECTION 6H):  
MAG NAIL SET IN CONCRETE HEADWALL ON EAST  
SIDE OF SANDERS DRIVE.  
ELEVATION = 767.90'

BENCHMARK 60042 (SECTION 6H):  
MAG NAIL SET IN CURB AT NORTHEAST CORNER  
OF ISLAND MEDIAN OF SANDERS DRIVE.  
ELEVATION = 770.68'

BENCHMARK 60045 (SECTION 6H)  
COTTON GIN SPINDLE SET IN  
13.5" LIVE OAK – TAG# 7638  
ELEVATION = 763.22'



TYPICAL PUE TRANSFORMER  
PAD DETAIL (PRIVATE STREET R.O.W.)

NOT TO SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 12°23'45" W	35.50'
L2	S 77°36'15" W	26.00'
L3	N 54°45'04" W	35.00'
L4	N 49°50'43" W	19.85'
L5	N 51°36'26" W	35.28'
L6	S 35°07'23" W	70.00'
L7	N 55°55'21" W	26.15'
L8	N 40°17'43" W	84.65'
L9	S 49°52'11" W	61.79'
L10	N 56°58'14" W	26.30'
L11	N 26°20'12" E	9.23'
L12	N 19°13'07" E	26.00'
L13	S 12°23'45" E	25.52'
L14	N 12°23'45" W	25.52'
L15	S 59°25'38" E	26.07'
L16	S 75°58'00" E	26.07'

FILE: H:\SURVEY\PLUM_CRK_PHT\SECTION-6\SEC-6H\WORK\PLATS\6H-2\PLUM-6H-2_FINAL PLAT.DWG			
DATE: 08-25-18	DRAWN BY: KM	CREW: MK, BE	
SCALE: 1"=60'	CHECKED BY: JB	PB #:	
JOB #:5549-05-002	DRAWING #: FINAL PLAT	PLAN #: 1214	
NO.	REVISION	BY	DATE

**Bowman**  
CONSULTING

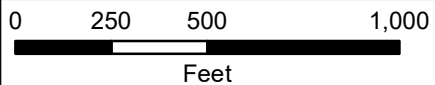
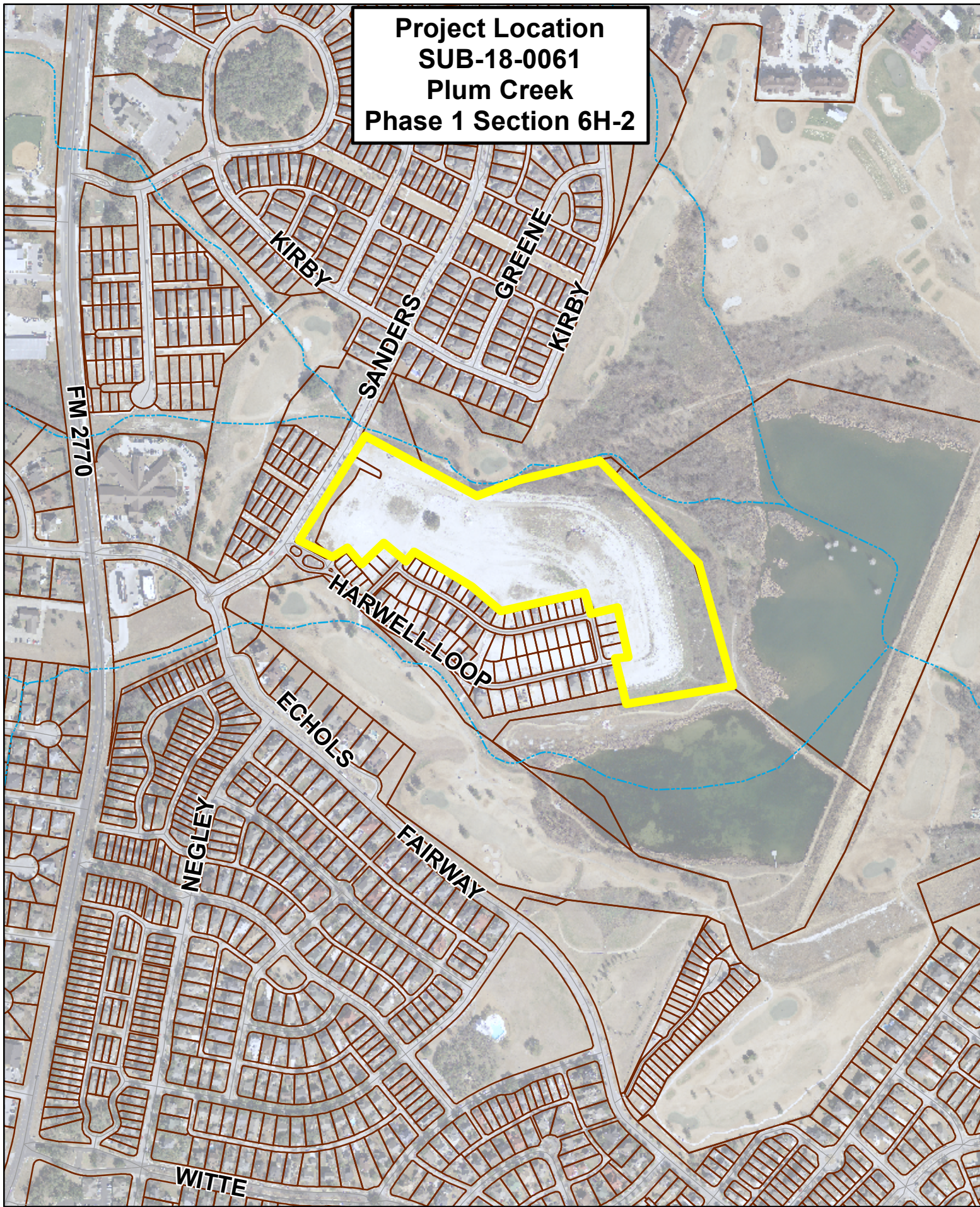
Bowman Consulting Group, Ltd.  
1120 South Capital of Texas Hwy, Bldg 3, Suite 220, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FINAL PLAT  
PLUM CREEK  
PHASE I – SECTION 6H-2  
HAYS COUNTY, TEXAS



**Project Location  
SUB-18-0061  
Plum Creek  
Phase 1 Section 6H-2**



Property Location



Parcel Lines

Item # 1





## CITY OF KYLE, TEXAS

### Approve Agreement for PID Administrator Services for 6 Creeks PID

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a professional services agreement with P3WORKS, LLC, Austin, for providing all Public Improvement District (PID) administration services for the CITY OF KYLE 6 CREEKS PID. All costs incurred associated with this agreement will be paid by the PID and not by the City of Kyle. ~ *Jon Snyder, PID Administrator, P3Works, LLC*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

#### **ATTACHMENTS:**

##### **Description**

- ☐ Administrator Services Agreement 6 Creeks PID



**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT  
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between P3Works, LLC ("P3Works"), and the City of Kyle, Texas ("City").

**RECITALS**

WHEREAS, the City Council passed Resolution No. 1065 on June 6, 2017, approving and authorizing the creation of the City of Kyle 6 Creeks Public Improvement District ("PID" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

**ARTICLE I**

**TERM OF AGREEMENT**

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

**ARTICLE II**

**SERVICES TO BE PROVIDED BY P3WORKS**

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.



2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

### **ARTICLE III**

#### **PAYMENT TERMS AND CONDITIONS**

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

### **ARTICLE IV**

#### **TERMINATION OF THIS AGREEMENT**

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.



## ARTICLE V

### GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, including the Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

5.3 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.4 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

5.5 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.6 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.7 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.8 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:



To P3Works:

Mary V. Petty  
Managing Partner  
P3Works, LLC  
350 Rufe Snow Drive  
Suite 200  
Keller, Texas 76248

To City:

Scott Sellers  
City Manager  
City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

5.9 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_:

P3Works, LLC

BY: \_\_\_\_\_  
Mary V. Petty  
Managing Partner

City of Kyle

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i><b>Title</b></i>	<i><b>Hourly Rate</b></i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

**District Due Diligence and Preparation of PID Plan of Finance**

1. P3Works will review project information and prepare a plan of finance for the proposed transaction, including
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
3. Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and;
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

**Preparation of Service and Assessment Plan**

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

**Bond Issuance Support**

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

**Participation in Presentations to City Council or other Public Forums**

1. P3Works will prepare and present information as requested to the City Council or any other public forum.



## **BASIC DISTRICT ADMINISTRATION SERVICES**

MONTHLY COLLECTION FEES WILL BEGIN ONCE ASSESSMENTS ARE LEVIED

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1<sup>st</sup> day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$1,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,500 per month for each improvement area thereafter.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

### Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to



PIDs.

2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

#### Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

### **DISTRICT ADMINISTRATION SETUP SERVICES**

*\$7,500 One Time Lump Sum Fee*

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.
4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.



## ADDITIONAL DISTRICT SERVICES

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

### Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

### Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

### Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

### Development Agreement Review Specific to the PID Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.





## CITY OF KYLE, TEXAS

### Approve Agreement for PID Administrator Services for Southwest Kyle (Paramount) PID

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a professional services agreement with P3WORKS, LLC, Austin, for providing all Public Improvement District (PID) administration services for the SOUTHWEST KYLE PID NO. 1, also referred to as Paramount Development. All costs incurred associated with this agreement will be paid by the PID and not by the City of Kyle. ~ *Jon Snyder, PID Administrator, P3Works, LLC*

#### **Other Information:**

#### **Legal Notes:**

#### **Budget Information:**

---

#### **ATTACHMENTS:**

##### **Description**

- ☐ Administrator Services Agreement Southwest Kyle PID No. 1



**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT  
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between P3Works, LLC ("P3Works"), and the City of Kyle, Texas ("City").

**RECITALS**

WHEREAS, the City Council passed Resolution No. 1083 on November 4, 2017, approving and authorizing the creation of the Southwest Kyle Public Improvement District No. 1 ("PID" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

**ARTICLE I**

**TERM OF AGREEMENT**

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

**ARTICLE II**

**SERVICES TO BE PROVIDED BY P3WORKS**

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.



2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

### **ARTICLE III**

#### **PAYMENT TERMS AND CONDITIONS**

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

### **ARTICLE IV**

#### **TERMINATION OF THIS AGREEMENT**

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.



## ARTICLE V

### GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, including the Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

5.3 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.4 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

5.5 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.6 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.7 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.8 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:



To P3Works:

Mary V. Petty  
Managing Partner  
P3Works, LLC  
350 Rufe Snow Drive  
Suite 200  
Keller, Texas 76248

To City:

Scott Sellers  
City Manager  
City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

5.9 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_:

P3Works, LLC

BY: \_\_\_\_\_  
Mary V. Petty  
Managing Partner

City of Kyle

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i><b>Title</b></i>	<i><b>Hourly Rate</b></i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
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*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

**District Due Diligence and Preparation of PID Plan of Finance**

1. P3Works will review project information and prepare a plan of finance for the proposed transaction, including
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
3. Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and;
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

**Preparation of Service and Assessment Plan**

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

**Bond Issuance Support**

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

**Participation in Presentations to City Council or other Public Forums**

1. P3Works will prepare and present information as requested to the City Council or any other public forum.



## **BASIC DISTRICT ADMINISTRATION SERVICES**

MONTHLY COLLECTION FEES WILL BEGIN ONCE ASSESSMENTS ARE LEVIED

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1<sup>st</sup> day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$1,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,500 per month for each improvement area thereafter.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

### Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to



PIDs.

2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

#### Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

### **DISTRICT ADMINISTRATION SETUP SERVICES**

*\$7,500 One Time Lump Sum Fee*

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.
4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.



## ADDITIONAL DISTRICT SERVICES

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
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*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

### Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

### Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

### Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

### Development Agreement Review Specific to the PID Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.





## CITY OF KYLE, TEXAS

### Approve Agreement for PID Administrator Services for Plum Creek North PID

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a professional services agreement with P3WORKS, LLC, Austin, for providing all Public Improvement District (PID) administration services for the CITY OF KYLE PLUM CREEK NORTH PID. All costs incurred associated with this agreement will be paid by the PID and not by the City of Kyle. ~ *Jon Snyder, PID Administrator, P3Works, LLC*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Administrator Services Agreement Plum Creek North PID



## **AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between P3Works, LLC ("P3Works"), and the City of Kyle, Texas ("City").

### **RECITALS**

WHEREAS, the City Council passed Resolution No. \_\_\_\_\_ on February 19, 2019, approving and authorizing the creation of the City of Kyle Plum Creek North Public Improvement District ("PID" or "District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), bond issuance, and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

### **ARTICLE I**

#### **TERM OF AGREEMENT**

1.0 The Agreement shall be effective as of its approval by all parties and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement.

### **ARTICLE II**

#### **SERVICES TO BE PROVIDED BY P3WORKS**

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.



2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

### **ARTICLE III**

#### **PAYMENT TERMS AND CONDITIONS**

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

### **ARTICLE IV**

#### **TERMINATION OF THIS AGREEMENT**

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.



## ARTICLE V

### GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, including the Original PID Administration Agreement, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

5.3 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.4 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

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To P3Works:

Mary V. Petty  
Managing Partner  
P3Works, LLC  
350 Rufe Snow Drive  
Suite 200  
Keller, Texas 76248

To City:

Scott Sellers  
City Manager  
City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

5.9 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_:

P3Works, LLC

BY: \_\_\_\_\_  
Mary V. Petty  
Managing Partner

City of Kyle

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i><b>Title</b></i>	<i><b>Hourly Rate</b></i>
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1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

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2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

**Participation in Presentations to City Council or other Public Forums**

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## **BASIC DISTRICT ADMINISTRATION SERVICES**

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*If no bonds are sold:*

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*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
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10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

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1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
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PIDs.

2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

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1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

### **DISTRICT ADMINISTRATION SETUP SERVICES**

*\$7,500 One Time Lump Sum Fee*

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
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4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
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## ADDITIONAL DISTRICT SERVICES

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<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
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2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
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### Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
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4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

### Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

### Development Agreement Review Specific to the PID Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.





# CITY OF KYLE, TEXAS

## Approval of Change Order for Ash Pavilion Phase 1

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a Change Order in the amount of \$42,836.55 to the Purchase Order authorized for T.F. HARPER & ASSOCIATES, Austin, Texas, for a total contract amount not to exceed \$307,836.55 for the Ash Pavilion Phase 1 capital improvement project. ~ *Kerry Urbanowicz, Director of Parks, Recreation and Facilities*

**Other Information:** From the original concept to the most recent engineering plans, the amount of materials has increased, additional construction services required and these have exceeded the generous pledges and donations received for this first phase.

The attached change order includes all materials and services needed to complete this phase. Staff will continue seeking additional donations and pledges. If there are donations received to save some of these dollars, those dollars will be moved forward to funding Phase 2.

### **Legal Notes:**

**Budget Information:** Sufficient funds are available in the fund balance of the Park Development Fund to cover the Change Order, if approved by City Council, increasing the Purchase Order by \$42,836.55 awarded to T.F. Harper & Associates for the Ash Pavilion Phase I capital improvement project. This statement is in lieu of a Fiscal Note from the Financial Services Department.

---

### **ATTACHMENTS:**

#### **Description**

- ☐ CO1 Ash Pavilion Phase 1





## Change Order

103 Red Bird Lane  
Austin, Texas 78745-3122  
playground@tfharper.com

TO: City of Kyle  
Attn: Kerry Urbanowicz  
Address: Kyle, Texas  
Ship To: **Gregg Clark Park**  
Phone: 512-262-3939  
Email: [kerryu@cityofkyle.com](mailto:kerryu@cityofkyle.com)

Change Order

CO #: One  
DATE: 2/13/2019

### Ash Pavilion Make A Wish Phase One

QTY	DESCRIPTION	Total Cost	Donation	Contract Cost
	<b>CHANGE ORDER for Additional Items Required</b>			
1	Geo Tech Testing	\$11,561.55	\$ -	\$11,561.55
1	Base Material Trucking	\$21,500.00	\$ -	\$21,500.00
1	Fill Material (Sand)	\$3,825.00	\$ -	\$3,825.00
1	Donating for concrete is only 240 yds Jobs requires 310 yds	\$5,950.00	\$ -	\$5,950.00
	Direct Costs TFHA LP will not be charging a fee on this work	\$0.00	\$ -	\$ -
	Sales Tax			Exempt
	<b>TOTAL CO</b>	<b>\$42,836.55</b>	<b>\$ -</b>	<b>\$ 42,836.55</b>

**NOT INCLUDED: Sales Tax (RESALE OR EXEMPTION CERTIFICATE REQUIRED), Permits/Bonds/Fees (if required), Assembly & Installation**

**Payment Terms: Balance due upon completion of work and receipt of invoice.**

**Credit card payments are not accepted.**

**Estimated Delivery: 24 weeks after receipt of signed quote (or purchase order).**

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **P.O. # (if applicable):** \_\_\_\_\_

**PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP**

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper





# CITY OF KYLE, TEXAS

## Opposing Kinder Morgan Pipeline

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Resolution opposing the routing of the proposed Permian Highway Pipeline through the City of Kyle and its extraterritorial jurisdiction and requesting immediate action from the State Legislature. ~ *Travis Mitchell, Mayor; Dex Ellison, Mayor Pro Tem, Tracy Scheel, Council Member; Alex Villalobos, Council Member; Rick Koch, Council Member; and Daphne Tenorio, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Resolution Opposing Kinder Morgan Pipeline



**A RESOLUTION APPROVED BY MAYOR TRAVIS MITCHELL,  
MAYOR PRO TEM DEX ELLISON, COUNCILMEMBER TRACY  
SCHEEL, COUNCILMEMBER SHANE ARIBIE, COUNCILMEMBER  
ALEX VILLALOBOS, COUNCILMEMBER RICK KOCH AND  
COUNCILMEMBER DAPHNE TENORIO, ALL OF THE CITY OF KYLE,  
TEXAS OPPOSING THE ROUTING OF THE PROPOSED PERMIAN  
HIGHWAY PIPELINE THROUGH THE CITY OF KYLE AND ITS  
EXTRATERRITORIAL JURISDICTION AND REQUESTING  
IMMEDIATE ACTION FROM THE STATE LEGISLATURE**

**WHEREAS**, Kinder Morgan and Exxon Mobil in partnership with EagleClaw Midstream Ventures (“Private Partnership”) have begun the process of routing a 42-inch underground high pressure natural gas pipeline, known as the Permian Highway Pipeline (“PHP”) from Cayanosa, Texas to Sheridan, Texas through the Texas Hill Country and Hays County; and

**WHEREAS**, the Private Partnership asserts that the State of Texas has delegated to the Private Partnership the authority to choose the route of the PHP and to take the private land traversed by the PHP using the governmental delegated power of eminent domain; and

**WHEREAS**, the laws of Texas provide for little oversight of the routing of private pipelines like the PHP pipeline and the laws of Texas provide no formal opportunity for the landowners of the impacted property to participate in the routing selection process; and

**WHEREAS**, the PHP project will traverse the properties of multiple landowner and the Private Partnership has asserted it intends to take and clear cut of all trees and vegetation a permanent easement of fifty (50) feet, plus an additional seventy (75) feet of temporary construction easements; and

**WHEREAS**, the Private Partnership has not performed a formal Environmental Impact Study evaluating the potential impact to property near or adjacent to the PHP, the Trinity and Edwards Aquifers, other groundwater sources, erosion, drainage, subsidence and other generally detrimental impacts to the surrounding community; and

**WHEREAS**, the citizens of the City of Kyle have expressed strong concerns and opposition to the presence of the PHP in the City of Kyle and Hays County due to its potential negative impacts to the environment, soil, air, development, water system, and land values; and

**WHEREAS**, the PHP project will cause developmental limitations on affected properties and will cause a diminution in value to affected properties; and

**WHEREAS**, the City of Kyle, by and through the above named members of the governing body, has an interest in the protection of its natural resources and an interest in how the PHP may affect its citizens;

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF KYLE HEREBY ADOPTS THE FOLLOWING RESOLUTION THAT:**

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



**Section 2. Opposition.** The City of Kyle opposes the PHP on behalf of the interests of the citizens of the City of Kyle and in recognition of the potential harm the PHP poses to its natural and economic resources.

**Section 3. Call to Action.** The City of Kyle requests immediate action by all members of both houses of the Texas Legislature to protect landowners, landowners' property rights and communities from the negative impact of PHP and other potential oil and gas pipelines by:

1. Creating a regulatory process for oil and gas pipeline routing that enables impacted landowners and communities to have a voice and to have the right to participate in a public, open, and transparent routing process much like the process for selecting the routing of electric transmission lines before the Public Utility Commission.
2. Requiring formal and thorough Environmental and Economic Impact Studies for all intra-state oil and gas pipelines, including the participation of governmental entities and affected landowners.
3. Requiring substantial governmental oversight over the power of eminent domain delegated to private companies or rescinding the unlimited power of eminent domain delegated to private companies.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of February 20, 2019.

**ATTEST:**

**THE CITY OF KYLE**

\_\_\_\_\_  
Jennifer Vetrano, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor

\_\_\_\_\_  
Dex Ellison, Mayor Pro Tem

\_\_\_\_\_  
Tracy Scheel, Councilmember

\_\_\_\_\_  
Shane Arabie, Councilmember

\_\_\_\_\_  
Alex Villalobos, Councilmember

\_\_\_\_\_  
Rick Koch, Councilmember

\_\_\_\_\_  
Daphne Tenorio, Councilmember





# CITY OF KYLE, TEXAS

## Ky-TeX - Zoning (Z-19-0035)

Meeting Date: 2/19/2019

Date time: 7:00 PM

**Subject/Recommendation:** *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 47.062 acres of land from Retail Service District 'RS' to Planned Unit Development 'PUD' for property located within the 800 block of Rebel Drive, north of Gregg Clarke Park, in Hays County, Texas. (Ky-TeX Properties, LP - Z-19-0035) ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to recommend approval for the zoning only. Please see the detailed staff report for variance recommendations.*

- Public Hearing

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- ☐ Staff Memo
- ☐ Ordinance with Exhibit's A & B
- ☐ Application
- ☐ Letter of Request
- ☐ Proposed Zoning/Site Layout
- ☐ Location Map
- ☐ Letter of Opposition



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Property Location	47-Acres on Rebel Drive, Kyle, Texas 78640 (R16954 & R17020)
Owner	Ky-Tex Properties, LP 1259 N. Old Stagecoach Rd Kyle, TX 78640
Agent	Thomas J. Groll, P.E. 5208 Pryor Lane Austin, TX 78640
Request	Rezone 47-Acres R/S (Retail/Services) to PUD (Planned Urban Development)

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**VICINITY MAP**





## **SITE DESCRIPTION**

The parcel is generally at the northwest intersection of Rebel and Gregg Drives. The 47± acres are currently zoned R/S (Retail/Services) developed with only one (1) single-family residence fronting Rebel Drive between Lockhart Bank & the Post Office. The land fronts Rebel Drive to the east, with R/S zoning & uses across Rebel Drive. To the south is Gregg Clarke Park, across Gregg Drive. To the southwest is Wallace Middle School (zoned R-1). To the west along Chaparro Drive, and to the north is the Hometown Kyle neighborhood, with R-1-2 zoning (single-family detached, 50'+ wide) wrapping around the remainder of the property. Further north (Hometown Kyle interior) is R-1-1 zoning (single-family detached, 80' wide).

The applicant is requesting the property to be rezoned from R/S (Retail/Services) to PUD zoning, incorporating R-1-3 (One Family Residence), R-1-A (One Family Residence), R-1-T (Townhome Residence), and R/S (Retail/Services).

### **Current Zoning Map**





The PUD zoning district will allow for the following:

- R-1-3 – Single-Family Detached Residential, minimum of 50' wide lots with 5,540 square feet.
- R-1-A – Single-Family Attached or Detached, minimum of 35' wide lots with 4,550 square feet.
- R-1-T – Town Home Residential Attached, minimum of 22' wide lots with 880 square feet.
- R/S – Existing but rezoned with PUD.

### **PLANNED UNIT DEVELOPMENT**

Sec. 53-699. - Purpose and objectives.

(a) The purpose and intent of the planned unit development district is to provide a flexible, alternative procedure to encourage imaginative and innovative designs for the unified development of property in the city consistent with this chapter and accepted urban planning, with overall mixed-use regulations as set forth below and in accordance with the city's comprehensive plan. The planned unit development rules are designed to:

- (1) Allow development which is harmonious with nearby areas;
- (2) Enhance and preserve areas which are unique or have outstanding scenic, environmental, cultural or historic significance;
- (3) Provide an alternative for more efficient use of land, resulting in smaller utility networks, safer streets, more open space, and lower construction and maintenance costs;
- (4) Encourage harmonious and coordinated development, considering natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
- (5) Facilitate the analysis of the effect of development upon the tax base, the local economy, population, public facilities and the environment;
- (6) Provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
- (7) Require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.



- (b) Rezoning of land and development under this district will be permitted only in accordance with the intent and purpose of the city's comprehensive plan and this chapter, and to that end the planned unit development plan must be prepared and approved in accordance with the provisions of this chapter.

### **R-1-3 (SINGLE-FAMILY DETACHED RESIDENTIAL)**

Sec. 53-101. - Purpose and permitted uses.

The R-1-3 single-family residential 3 district allows detached single-family residences with a minimum of 1,000 square feet of living area and permitted accessory structures on a minimum lot size of 5,540 square feet. There shall be no more than 5.5 houses per buildable acre.

### **R-1-A (SINGLE-FAMILY ATTACHED OR DETACHED RESIDENTIAL)**

Sec. 53-111. - Purpose and permitted uses.

The single-family attached district R-1-A, garden home allows attached single-family structures with a minimum of 1,000 square feet of living area per dwelling unit and permitted accessory structures on a minimum lot size of 4,800 square feet. There shall be no more than 6.8 houses per buildable acre. The single-family attached residences authorized in this zoning district include those generally referred to as garden homes, paired homes, patio homes and zero lot line homes. Additionally, single family detached structures are permitted in this district as a conditional use, as provided in V.T.C.A., Local Government Code ch. 211; provided that a conditional use permit may only be approved after a public hearing is held by the city council after having received a report and recommendation from the planning and zoning commission concerning the effect of the proposed use on the adjacent and neighboring properties and neighborhoods.

### **R-1-T (RESIDENTIAL TOWNHOUSE DISTRICT)**

Sec. 53-140. - Purpose and permitted uses.

The residential townhouse district R-1-T allows attached single-family structures containing four or more dwelling units with a minimum of 1,000 square feet of living area per unit and permitted accessory structures. The single-family residences authorized in this zoning district are those generally referred to as



townhouses. There shall be no more than ten units per buildable acre of land within the associated boundary of the premises of the townhouse site.

### **RETAIL & SERVICES DISTRICT (R/S)**

Sec. 53-480. - Purpose and permitted uses.

This district allows general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops., and the retail sale of goods and products (in the following listed use areas) to which value has been added on site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following: Any use permitted in CBD-1 or CBD-2 and RS districts as provided in section 53-1230.

### **CONDITIONS OF THE ZONING ORDINANCE**

Sec. 53-1205 Amendments

(d)

*Referral of amendment to planning and zoning commission.* Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

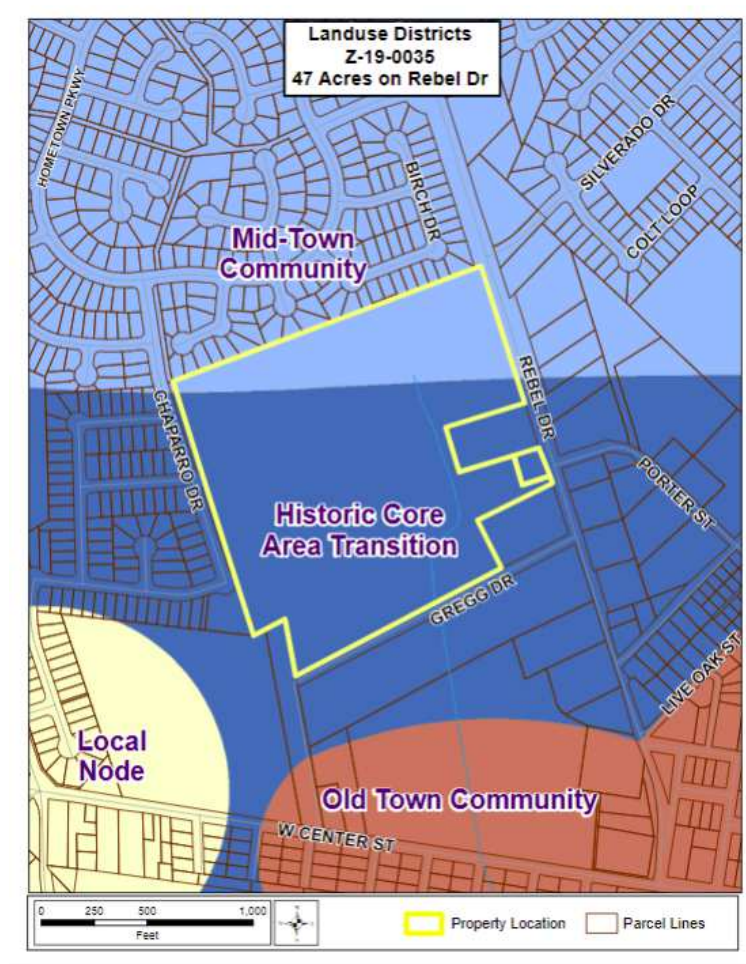
(e)

*Action by the planning and zoning commission.* The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by



state law, and shall recommend to the council such action as the planning and zoning commission deems proper...

### Land Use Districts Map



### COMPREHENSIVE PLAN TEXT

The subject site is located in both the “Historic Core Area Transition District” and the “Mid-Town Community District”.

#### Historic Core Area Transition District

Recommended: R-1-1, R-1-2, **R-1-3, R-1-A**

Conditional: A, R-2, R-3-1, **R-1-T**, UE, NC, E, **R/S**, MXD



### Mid-Town Community District

Recommended: R-1-1, R-1-2, **R-1-3**, NC

Conditional: E, **R-1-A**, **R-1-T**, R-3-1, R-3-2, CC, **R/S**, MXD, O/I

### HISTORIC CORE AREA LAND USE DISTRICT

Character: The Historic Core Area Transition serves as a transition between the regular gridded development pattern that characterizes Downtown and the more rural patterns to the south and west, as well as newer development to the north. Significant features of this District include the intersection of Old Stagecoach Road and Center Street, the Gregg Clarke Park, Wallace Middle School, and the emerging commercial corridor along Rebel Road north from Center Street. This District is a “middle landscape” of historic residential forms that transition to more rural residential forms. The District should embody the historic character of existing uses while anticipating appropriate expansion of Old Town. Development in the Historic Core Area Transition District has historically been on a small, lot-by-lot basis, rather than on a larger, project-by-project basis. Because of this, the street serves as the organizing feature of the District. Therefore, as new development extends into the District from the Old Town District, care should be taken to ensure that the historic street pattern is preserved, as called for in ‘Kyle Connected’, the city’s Transportation Master Plan.

Intent: The purpose of the Historic Core Area Transition District is to accommodate the growth of residential and neighborhood commercial uses around the Old Town District, while preserving the historic rural fabric. The core of Kyle should be allowed to expand into this area as population growth increases in order to strengthen the core of the City. Land use transitions are critical in this District, as are architectural style transitions from traditional Rural Town Center/Old Town Block to curvilinear, rural residential, ensuring the shift from township to rural landscape should be maintained. This can be accomplished by transition in the built form and function from commercial uses to residential uses and finally to rural agricultural residential uses and by establishing transitions in density, decreasing outwardly from the Old Town District. Public spaces in this District should be used to preserve the character of ranch heritage, where appropriate.



## **MID-TOWN COMMUNITY LAND USE DISTRICT**

**Character:** The Mid-Town District contains sites of recent residential development in Kyle and will continue to predominantly feature residential uses. Those residential uses in this District are organized around the curvilinear streets of suburban neighborhood design, rather than the regular, rectilinear grid that characterizes the Old Town District. The Plum Creek waterway flows through and adjacent to the Mid-Town District, offering opportunities for recreation and a responsibility for environmental conservation. This District has a neighborhood-oriented form built around shared spaces such as streets, yards, porches and common areas. Neighborhood legibility and continuity is enhanced through these shared spaces. Distinctive landscape forms, including creekways, vistas, and rolling hills, give identity to this District and should be preserved, protected, and incorporated into development plans.

**Intent:** The purpose of the Mid-Town District is to maximize the value capture of new residential development in Kyle. This District enjoys unusual proximity to amenities, such as open space, Downtown, commercial nodes, and transit options. The area is therefore well-positioned to define an economic and lifestyle pattern that is unique to Kyle. New development should accommodate low- to mid-density detached residential uses within the unique landscape forms that are present in the District. Higher density residential, attached residential, and non-residential projects like employment and retail sales should be considered based on their proximity to higher classification streets, higher capacity water and waste water availability, and likelihood of compatibility of adjacent uses. Legibility of neighborhood identity, definition, and transportation should be improved within the Mid-Town District through such elements as trails, sidewalks, signage, and interconnected shared spaces.

## **ANALYSIS**

This 47-acre parcel is currently zoned Retail/Services, the city's highest-intensity retail district, allowing for any land use permitted in CBD-1, CBD-2 and R/S districts.

The property is within both the Historic Core Area Transition and the Mid-Town Community land use districts. Planned Unit Developments are allowed within all



land use districts and are considered on the merits of the districts inside the PUD boundaries. They are, by definition, comprehensive master-planned projects for a development area, with the intention to improve the immediate and surrounding area and yet function with complimentary uses in close proximity.

The requested zoning within the PUD is as follows: R-1-3 zoning will comprise approximately 9.22-acres abutting the northern and western edge of the property (abutting the Hometown Kyle community). The adjacent R-1-2 zoning in Hometown Kyle has lot widths varying between 50' and 65' (not the modern-day code minimum of 65'), and the R-1-3 proposed for this development site has lot with minimums of 50' as well; R-1-A zoning district will comprise a majority of the residential, at approximately 29.33-acres. R-1-A has narrower widths and less lot area than R-1-3, as shown elsewhere in this report; In the 4.52-acres in the southwest corner of the property, town home zoning is proposed (R-1-T); The R/S zoning will total approximately 3-acres, located along the existing Rebel and Gregg Drives.

The provided zoning layout generally follows a design that “scales up” in the intensity of use as you approach street frontages. The least dense are is the R-1-3 zoning district, adjacent to existing Hometown Kyle (R-1-2). The density or intensity of use increases as one travels in a south/south easterly direction. This makes sense as Rebel Drive and Center Street are also in this direction, as well as downtown (increased vehicular traffic supporting higher density, land use values and commercial land use). A majority of vehicular access will likely be taken from Rebel Drive and Gregg Drive, the two highest-classification roads in or adjacent to the project.



## Proposed Zoning (PUD)



Additionally, as allowed per the PUD ordinance, the applicant is requesting concurrent variances to facilitate the proposed site design.

1. Allow block length to exceed 1,000 linear feet for homes abutting the west side of the drainage channel, as crossing the drainage channel should be limited, and the pedestrian access points (easements) will create the appearance of breaking up the block length (Sec. 41-135).
  - A. *The block exceeds 1,300 linear feet. As the drainage channel does place practical limits for vehicular traffic and pedestrian access points designed to connect to the retail lots, this waiver is acceptable.*

**At the February 12, 2019 Planning & Zoning Commission Meeting, the Commission voted 5-2 to recommend approval of the variance.**



2. Increase allowable aggregate net density to 7-units per buildable acre and 7.2-units per buildable acre for any given block in the R-1-3 zoning district (Sec. 53-101, capped at 5.5-units per buildable acre).

A. *As the definition of buildable acre includes ROW, bicycle paths, detention and easements, the request allows the applicant to build lots to the allowable size in R-1-3 and not conflict with the net density maximum.*

**At the February 12, 2019 Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend denial of the variance.**

3. Increase allowable aggregate net density to 8-units per buildable acre and 8.7-units per buildable acre for any given block in the R-1-A zoning district (Sec. 53-111, capped at 6.8-units per buildable acre).

A. *As the definition of buildable acre includes ROW, bicycle paths, detention and easements, the request allows the applicant to build lots to the allowable size in R-1-A and not conflict with the net density maximum.*

**At the February 12, 2019 Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend denial of the variance.**

4. Allow the option of both single-family attached or detached, by right (Sec. 53-111, currently conditionally allowed by city council).

A. *This gives flexibility to home design for the R-1-A district and allows the city council to make the decision up front, instead of later (per code).*

**At the February 12, 2019 Planning & Zoning Commission Meeting, the Commission voted 6-1 to recommend denial of the variance.**



5. Increase allowable density of 14.5-units per site acre for R-1-T zoning district (Sec. 53-140, capped at 10-units per buildable acre).
  - A. *As the definition of buildable acre includes ROW, bicycle paths, detention and easements, the request allows the applicant to build lots to the allowable size in R-1-T and not conflict with the net density maximum.*

**At the February 12, 2019 Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend denial of the variance.**

6. Allow the 27 lots west of and abutting drainage channel to not be alley loaded (proposed 40' wide). This is due to the drainage channel at rear of lots constraining space (Sec. 53-933(b) requires all lots under 50' wide to be alley loaded).
  - A. *Space constraints for the site create difficulties for enough room between the lots and the drainage channel (after taking into the overall street and alley ROW, and block layout). The applicant has designed the project to meet City of Kyle's goals within the Residential Style Guide (74% of the lots are alley loaded).*

**At the February 12, 2019 Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend approval of the variance.**

7. Allow 1 of 2 required front yard trees to be a street tree (within ROW). It is anticipated that front yards will not have minimum space necessary to prevent crowding of mature trees. Generally, most Kyle suburban yards do not have adequate space for two trees, yet landscape code requires it.
  - A. *This will help meet the goals of the Residential Style Guide and help ease overcrowding of mature trees.*



**At the February 12, 2019 Planning & Zoning Commission Meeting, the Commission voted 7-0 to recommend approval of the variance.**

### **RECOMMENDATION**

Staff understands the variances requested and supports the rezoning from R/S to PUD. Staff **recommends** the Mayor & Council support the rezoning and vote favorably to **approve the request**.

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### **ATTACHMENTS**

- Application
- Location map
- Surrounding Zoning Map
- Land Use Districts Map



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 47.062 ACRES OF LAND FROM RETAIL SERVICE DISTRICT 'RS' TO PLANNED UNIT DEVELOPMENT 'PUD' FOR PROPERTY LOCATED WITHIN THE 800 BLOCK OF REBEL DRIVE, NORTH OF GREGG CLARKE PARK, IN HAYS COUNTY, TEXAS. (KY-TEX PROPERTIES, LP – Z-19-0035); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 47.062 acres of land from Retail Service District 'RS' to Planned Unit Development 'PUD' for property located within the 800 block of Rebel Drive, north of Gregg Clarke Park, as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.



READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Travis Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Vetrano, City Secretary



# Exhibit "A"

## PROPERTY DESCRIPTION

BEING 47.062 ACRES OF LAND LOCATED IN THE JOHN PHARASS SURVEY IN HAYS COUNTY, TEXAS AND BEING THE REMAINING PORTION OF A CALLED 34.3 ACRE TRACT DESCRIBED IN A IN VOLUME 185, PAGE 391, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T), AND BEING THE REMAINING PORTIONS OF A CALLED 15 ACRE TRACT DESCRIBED AS "FIRST TRACT", AND A CALLED 6.89 ACRE TRACT DESCRIBED AS "SECOND TRACT" AS RECORDED IN VOLUME 203, PAGE 26 O.P.R.H.C.T., SAVE AND EXCEPT A CALLED 5.95 ACRE TRACT DESCRIBED IN VOLUME 301, PAGE 457 O.P.R.H.C.T., A CALLED 0.331 ACRE TRACT DESCRIBED IN VOLUME 351, PAGE 517 O.P.R.H.C.T., A CALLED 2.19 ACRE TRACT DESCRIBED IN VOLUME 1490, PAGE 105 O.P.R.H.C.T., AND A CALLED 2.00 ACRE TRACT DESCRIBED IN VOLUME 1630, PAGE 449 O.P.R.H.C.T., SAID 47.062 ACRE, TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NAD83 4203.

**BEGINNING** at a ½ inch iron rod found on the westerly line of FM 150 for the southeast corner of Hometown Kyle Subdivision, Phase 2, a subdivision recorded in Volume 12, Page 111 of the Plat Records of Hays County, Texas, said point being the northeast corner of the herein described tract;

**THENCE**, with said westerly line of FM 150, S17°35'26"E, 677.05 feet; to an iron rod with cap stamped "Waterloo" found for the northeast corner of said 2.00 acre tract now known as the Balcones Bank Addition as recorded in Book 9, Page 296 of the Plat Records of Hays County, Texas (P.R.H.C.T.),

**THENCE**, leaving said westerly line with the boundary of said Balcones Banks Addition, the following courses and distances:

1. S72°23'21"W, 393.22 feet to an iron rod with aluminum cap stamped "Pro-Tech" found;
2. S17°35'12"E, 221.64 feet to an iron rod with aluminum cap found;
3. N72°21'16"E, 393.37 feet to an iron rod with aluminum cap found on said westerly line of FM 150;

**THENCE**, with said westerly line, S17°36'28"E, 189.91 feet to an iron rod with aluminum cap stamped "Kent McMillan" found for the northeast corner of said 2.19 acre tract;

**THENCE**, with the perimeter of said 2.19 acre tract, the following courses and distances:

1. S63°03'48"W, 398.35 feet to a ½ inch iron rod found;
2. S27°28'04"E, for a distance of 254.47 feet to an iron rod with cap stamped "Kent McMillan" found on the north line of a 60 foot wide Road Easement as described in Volume 623, Page 792 O.P.R.H.C.T.;
3. N62°33'20"E, for a distance of 354.73 feet to an iron rod with cap stamped "Kent McMillan" found on said westerly line of F.M. 150 for the southeast corner of said 2.19 acre tract;

**THENCE**, with said westerly line, S17°36'02"E, for a distance of 30.45 feet to a Mag Nail set for the northeast corner of a called 5.95 acre tract as described in Volume 301, Page 475 O.P.R.H.C.T.;



**THENCE**, with the north line of said 5.95 acre tract and the south line of the tract herein described, S62°33'20"W, at a distance of 349.51 feet pass a bolt found, and continuing for a total distance of 1444.26 feet to a Mag nail set on the easterly line of a called 20.00 acre tract, same being the easterly line of a 100 foot wide Public Right of Way and Easement both described in Volume 513, Page 822 O.P.R.H.C.T. for the northeast corner of said 5.95 acre tract and the southwest corner of the tract herein described;

**THENCE**, with said easterly line, N10°24'33"W, at a distance of 31.35 feet passing an iron rod with cap stamped "Kent McMillan" found on the north line of said 30 foot wide Access and Egress Easement, and continuing for a total distance of 307.57 feet to an iron rod with cap stamped "Kent McMillan" found for the northeast corner of said 20.00 acre tract;

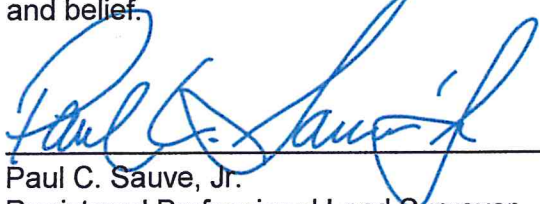
**THENCE**, with the north line of said 20.00 acre tract, S62°03'50"W, for a distance of 169.20 feet to a ½ inch iron rod found for the southeast corner of Hometown Kyle Subdivision, Phase 4, Section 2 as recorded in Cabinet 17, Slide 274, O.P.R.H.C.T.;

**THENCE**, with the easterly line of said Hometown Kyle Subdivision, Phase 4, Section 2, and the easterly line of Hometown Kyle Subdivision Phase 4, Section 1 as recorded in Cabinet 17, Slide 58, O.P.R.H.C.T., N17°37'26"W, for a distance of 1264.36 feet to a ½ inch iron rod found for the northeast corner of said Hometown Kyle Phase 4 Section 1, same being the southwest corner of said Hometown Kyle Phase 2 and being the northwest corner of the herein described tract;

**THENCE**, with the south line of said Hometown Kyle Phase 2, N69°24'05"E, for a distance of 1553.55 feet **POINT OF BEGINNING** and containing 47.062 acres of land, more or less

#### **SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
Paul C. Sauve, Jr.  
Registered Professional Land Surveyor  
No. 2518 – State of Texas

September 04, 2018



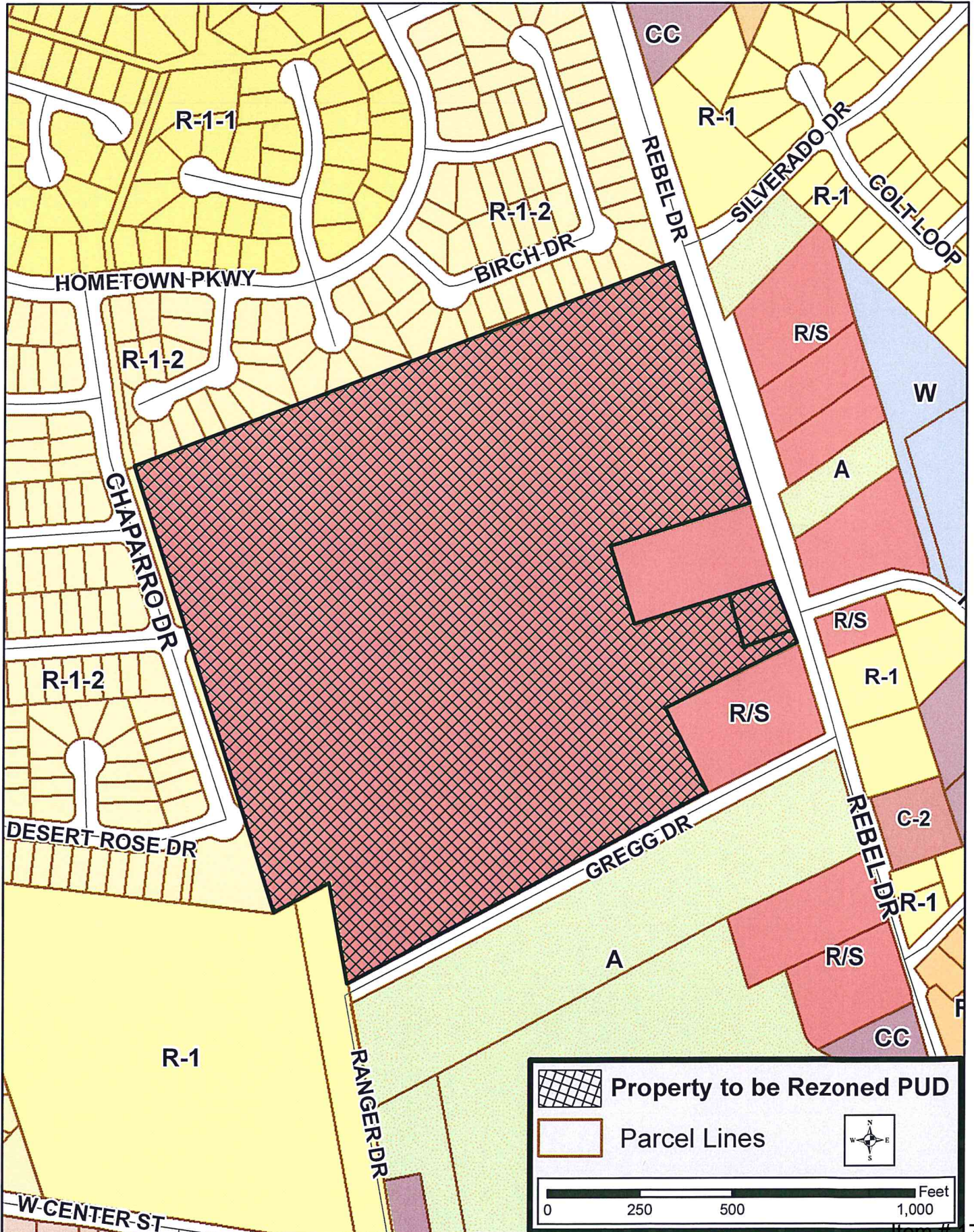


# Exhibit B

Z-19-0035

KYTEX Properties

47 Acres





## APPLICATION & CHECKLIST – ZONING CHANGE

**Zoning:**

**Ky-Tex Properties, LP**

(Name of Owner)

**December**

(Submittal Date)

**INSTRUCTIONS:**

- 2-19-0035**
- Fill out the following application and checklist completely prior to submission.
  - Place a check mark on each line when you have complied with that item.
  - Use the most current application from the City's website at [www.cityofkyle.com](http://www.cityofkyle.com) or at City Hall. City ordinances can be obtained from the City of Kyle.

**REQUIRED ITEMS FOR SUBMITTAL PACKAGE:**

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

- ☒ 1. Completed application form with owner's original signature.
- ☒ 2. Letter explaining the reason for the request.
- ☒ 3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof.

**Newspaper Publication Fee:** \$190.21 **Sign Notice Fee:** \$85.00

**Total Fee: \$873.63**

- ☒ 4. A map or plat showing the area being proposed for rezoning.
- ☒ 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
- ☒ 6. Certified Tax certificates: County ☒ School ☒ City ☒
- ☒ 7. Copy of Deed showing current ownership.

**\*\*\* A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.**

**1. Zoning Request:**

Current Zoning Classification: R/S

Proposed Zoning Classification: PUD

Proposed Use of the Property: RESIDENTIAL/RETAIL

Acreage/Sq. Ft. of Zoning Change: 47.062 ACRE (2,050,025 SQ FT)



**2. Address and Legal Description:**

**Provide certified field notes describing the property being proposed for rezoning.**  
**Provide complete information on the location of the property being proposed for rezoning.**

Street Address: \_\_\_\_\_

Subdivision Name/Lot & Block Nos.: \_\_\_\_\_

Property Recording Information: ☒ Hays County

Volume/Cabinet No. 185/391 & 203/26

Page/Slide No. \_\_\_\_\_

**3. Ownership Information:**

Name of Property Owner(s): Ky-Tex Properties, LP.

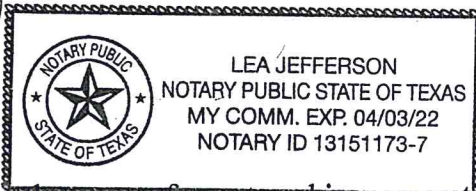
**Certified Public Notary:**

This document was acknowledged before me on the 18 day of December, 2018 by

Mary G. Kinsala (Owner(s)).

Notary Public State of Texas

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: 1259 N. OLD STAGECOACH RD. KYLE, TX 78640

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

**Signed:**

Mary G. Kinsala managing partner

**Date:**

12-18-18



**4. Agent Information:**

If an agent is representing the owner of the property, please complete the following information:

Agent's Name: THOMAS J. GROLL, P.E.  
Agent's Address: 5208 PRYOR LANE AUSTIN, TX 78734  
Agent's Phone Number: (512) 848-5796  
Agent's Fax Number: \_\_\_\_\_  
Agent's Mobile Number: \_\_\_\_\_  
Agent's Email Number: tomg@tg-eng.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature: Mary H. Kinsala managing partner  
Date: 12-18-18



*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     ☐ County     ☐ School     ☐ City

Certified List of Property Owners Within 200"     ☐

All Fees Paid:     ☐ Filing/Application     ☐ Mail Out Costs

Attached Map of Subject Property     ☐

Accepted for Processing By: Robbie A. Jones     Date: 1/2/19

Date of Public Notification in Newspaper: 1/23/19

Date of Public Hearing Before Planning and Zoning Commission: 2/12/19

Date of Public Hearing Before City Council: 2/19/19



# TGE

*Tom Groll Engineering, PC*

January 17, 2019

Mr. William Atkinson, City Planner  
City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

Re: Letter of explanation for requested zoning change.

Dear Mr. Atkinson,

This letter is provided in support of our request for PUD zoning on the property located at the northwest corner of Gregg Drive and Rebel Road. The property, 47.062 acres, currently consists of one un-platted tract of land with approximately 867 linear feet of frontage along Rebel Road to the east and 1,090 linear feet of frontage along Gregg Drive to the south. The HomeTown Kyle subdivision borders the property to the north and west.

The majority of the property is located within Kyle's Historic Core Area Transition land use district with a small portion, situated at the northern edge, located in the Mid-Town Community land use district. The current zoning for the entire tract is R/S (Retail Services). The applicant is requesting that the entire property be rezoned to a Planned Unit Development District (PUD). The PUD shall consist of three residential zoning classifications, R-1-A, R-1-3 and R-1-T as well as approximately three acres of R/S, its current zoning classification. The R-1-A district is proposed to contain 124 residential lots 40 feet in width and depths between 115 to 120 feet, equating to minimum lot sizes of 4,600 of square feet. The R-1-3 district is proposed to contain 42 residential lots 50 in width and depths of 115 to 120 feet, equating to minimum lot sizes of 5,750 square feet. The R-1-T classification, consisting of approximately 4.52 acres, will allow for attached townhomes. Development of the neighborhood will provide for pedestrian access to the two tracts R/S zoned commercial tracts.

For the proposed land plan to be acceptable, the following variances are requested with this zoning change application:

1. Section 41-135 requires that a Block Length shall not be greater than 1,000 feet and may be up to 1,200 feet for good and sufficient reason. We request that the row of lots adjacent to the proposed drainage way be allowed to exceed the 1,000 feet length requirement for the following reasons: A) because the lots about a drainage channel there is no opportunity to segment the block with a cross street, and B) we have placed open spaces between the lots at two locations to allow for pedestrian access to the commercial portion of the development and to accommodate drainage infrastructure, which has the effect of creating distinct blocks.
2. Section 53-101 limits the density in the R-1-3 zoning district to 5.5 units per buildable acre. We request that the PUD Development Standards allow for a density of 7.2 units per buildable acre in any specific block, but not greater than 7.0 units per acre aggregate for the entire R-1-3 zoning district.



3. Section 53-111 limits the density in the R-1-A zoning district to 6.8 units per buildable acre. We request that the PUD Development Standards allow for a density of 8.7 units per buildable acre in any specific block, but not greater than 8.0 units per acre aggregate for the entire the R-1-A zoning district.
4. Section 53-111 allows for the construction of single-family detached units in the R-1-A zoning district as a conditional use. We request that this allowance become a part of the PUD Development Standards.
5. Section 53-140 limits the density in the R-1-T zoning district to 10 units per site acre. We request that the PUD Development Standards allow for a density of 14.5 units per site acre for the R-1-T zoning district.
6. Section 53-933 (b) requires alley loading on all lots less than 50 feet in width. We request that the 27 lots west of and abutting the drainage channel and proposed detention pond area not be required to have alley loading. The justification for this request is to accommodate the conveyance of the undetained offsite drainage from the Hometown Kyle Section 2 subdivision via an earthen berm channel.
7. Section 54-5 requires a minimum of two 3" diameter trees be planted in the street yard of each unit. We request that one tree be planted in the street yard area and the other be planted within the right-of-way along the lot frontage. The justification for this request is in anticipation that when these trees grow to maturity, they will interfere with each other by having been planted too close to each other.

Please note that the proposed land plan excludes the existing Access Easement (Vol 620, Pg. 80) granted to the Hays ISD by the City of Kyle (Vol. 623, Pg. 792) even though this ~1.0 acre portion of the property is still privately owned. It is our intention to dedicate this strip of land to the City of Kyle during the platting process with the expectation that the City will in turn convert both access easements described in Vol. 623 Pg. 792 into a public right-of-way, 60' in width and running the entire length of the property from Ranger Drive to Rebel Road. Conversion of these easements into public right-of-way is a condition of our ability to further pursue this project.

In summary, we feel that PUD zoning is the appropriate mechanism to allow for the variety of lot types and uses that are in demand in the local marketplace and will complement the existing surrounding neighborhoods. Therefore, we respectfully request your consideration and support for PUD zoning on this property.

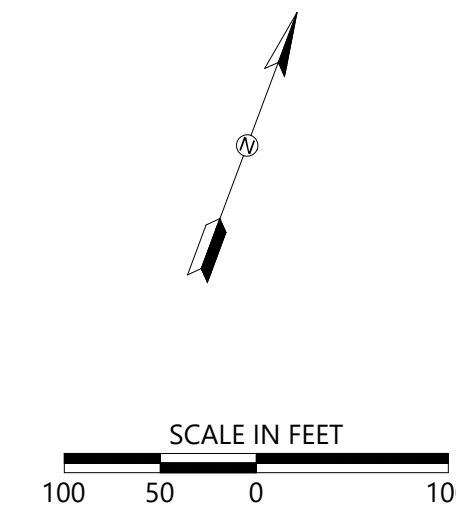
Sincerely,




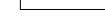





Thomas J. Groll, P.E.  
Tom Groll Engineering, PC  
Firm #9799

Cc: Mr. Joseph Hoover, Villanova Ventures, LLC  
Mr. Jeff Drinkard, Hf2m, Inc.  
Mr. Sam Drinkard, Hf2m, Inc.





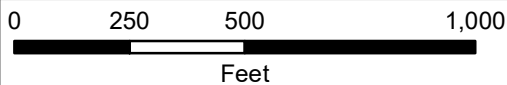
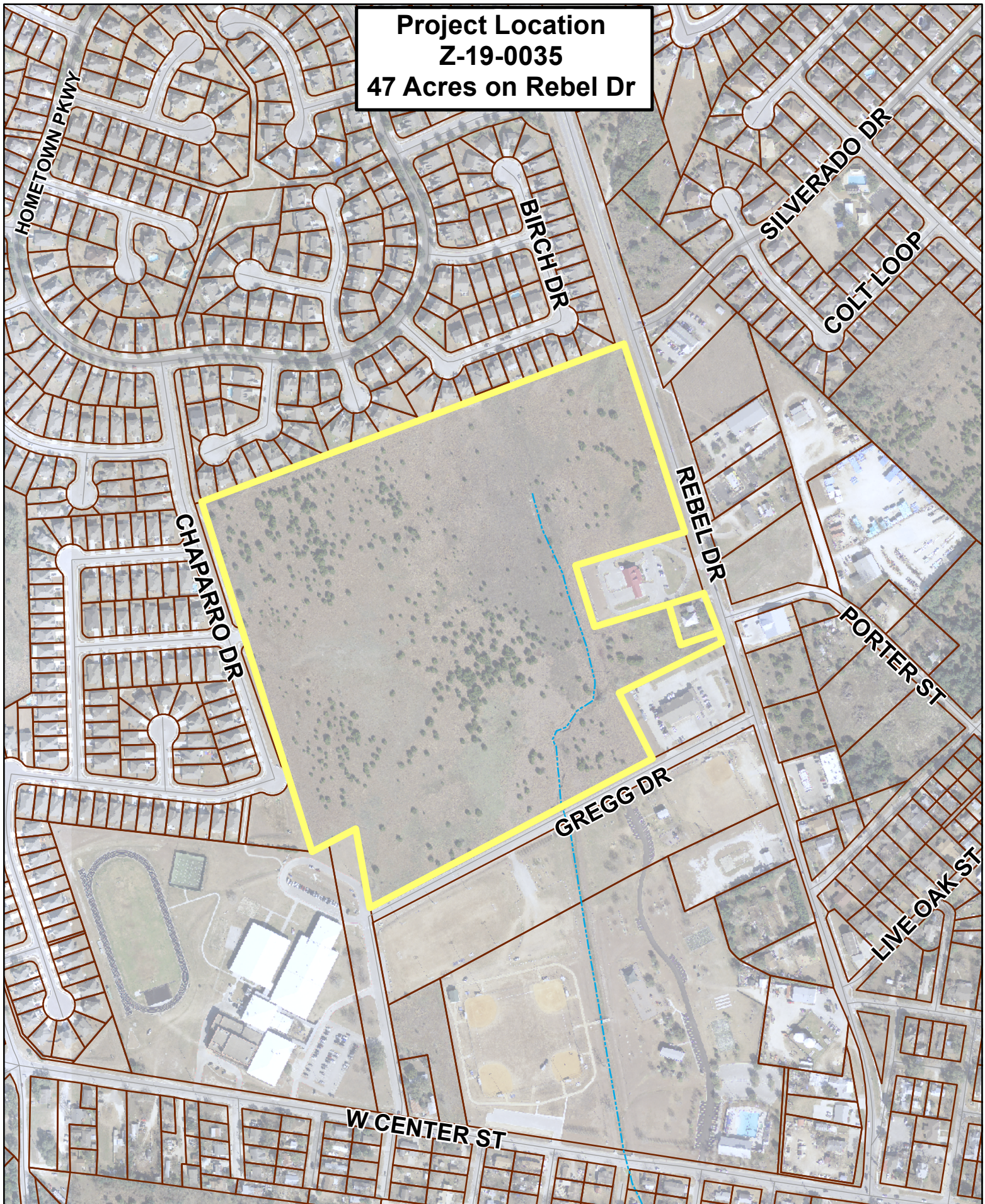
	Lot matrix	Access		Total
		Front	Alley	
	50' x 120'	17	21	38
	50' X 115'	-	4	4
	40' x 120'	27	83	110
	40 x 115'	-	14	14
	<b>Total</b>	<b>44</b>	<b>122</b>	<b>166</b>

	STREET TYPE
	INVERTED CROWN ALLEY (20' E-F)
	RESIDENTIAL LANE (28' F-F)
	LOCAL STREET (32' F-F)

ZONING	AREA (AC)
R-1-A	29.33
R-1-3	9.22
R-1-T	4.52
R/S	3.01
R.O.W.	0.99
<b>TOTAL</b>	<b>47.06</b>



**Project Location**  
**Z-19-0035**  
**47 Acres on Rebel Dr**



Property Location



Parcel Lines

Item # 17



.....

You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640  
(attention: Zoning File # **Z-18-0035**).

Name: McCool / van der Kleij Address: 185 Beargrass Dr.

☐ I am in favor, this is why \_\_\_\_\_

☒ I am not if favor, and this is why destruction of natural vegetation  
and grazing area of cows, obstruction of  
panoramic views and disrupting the quiet around  
this area. Please consider another area for  
PUD as there are already 2 new subdivisions  
right behind Hometown Kyle in the last 2 years.





# CITY OF KYLE, TEXAS

## Rodriguez Zoning (Z-18-0032)

Meeting Date: 2/19/2019

Date time: 7:00 PM

**Subject/Recommendation:** *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 1.53 acres of land from Single Family Residential 'R-1' to Community Commercial 'CC' for property located at 1206 N. Burleson Street, in Hays County, Texas. (Michael, Amy Marie and Alfonso Rodriguez - Z-18-0032) ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to recommend approval of the request.*

- Public Hearing

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### ATTACHMENTS:

#### Description

- ☐ Staff Memo
- ☐ Ordinance with Exhibit's A & B
- ☐ Application and Letter of Request
- ☐ Location Map



---

Property Location	1206 N Burleson St, Kyle, Texas 78640
Owner	Michael Rodriguez, Amy Marie Haskell Rodriguez, Alfonso Rodriguez
Agent	Glen Coleman, South Llano Strategies PO Box 49444 Austin, TX 78765
Request	Rezone 1.53-acres R-1 (Single Family Residential, Detached) to CC (Community Commercial)

---

### Vicinity Map





## **SITE DESCRIPTION**

The site is located on land that is currently zoned R-1 (Single Family Residential, Detached). 1206 North Burleson is two parcels, one vacant and the other with a single-family residence on site. To the west & north is land zoned R-1 and is developed as the Spring Branch and Creekside Village neighborhoods. To the northeast and east are parcels zoned R/S (Retail/Services). The parcels to the northeast are undeveloped and the parcel to the east is the Kyle Flea Market. To the south is the Jose Addition (subdivision). It's largely built out, zoned R-1, and consists of single-family residences.

The applicant seeks to rezone the property from R-1 to CC, the "Community Commercial" zoning category, which allows the following uses:

- Multi-family on the second floor and above shall be permitted by right regardless of base zoning;
- Bed and breakfast up to five rooms;
- Retail;
- Restaurant;
- Religious assembly;
- Art gallery;
- Child care center (outdoor playground allowed);
- Fire/police station;
- Professional office;
- Funeral home;
- Barber/beauty shop;
- Convenience/grocery store;
- Fuel station\*;
- Nursing/retirement homes;
- Veterinarian - without outdoor boarding;
- Health and fitness center;
- Restaurant with drive-thru\*;
- Financial institution w/ drive-thru banking.





### Conditions of the Zoning Ordinance

#### Sec. 53-1205 Amendments

(d)

*Referral of amendment to planning and zoning commission.* Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.



(e)

*Action by the planning and zoning commission.* The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



### Comprehensive Plan Text

The subject site is in the "Core Area Transition Community District". The zoning district "Community Commercial" is recommended in the "Core Area Transition Community District".



Recommended Zoning Districts: E, R/S, **CC**, NC, MXD, O/I

Conditional Zoning Districts: HS, R-1-A, R-1-T, R-1-C, R-3-2, R-3-3

## **CHARACTER**

The Core Area Transition District consists primarily of commercial and light industrial uses, with some residential uses. Key defining features include Old Highway 81, North Burleson Street, Marketplace Avenue extension, I-35 and frontage roads, and the railroad. This District is important as a transitional zone between predominantly residential areas, and the commercial uses along I-35. The area is a portion of Kyle that is visually significant to travelers along I-35. The character of the District should reflect its urban and transitional intentions. The land area of this District is relatively small, and there are many physical barriers, so land uses should be compact and aggregated, especially residential uses. Vertically mixed-use development models are well suited to this District, and development should be located close to roadways, with minimal front yards, to maximize available land and visibility from main roads. Adequate land use transitions should be provided to avoid conflict between different land uses (i.e. residential adjacent to industrial).

## **INTENT**

With its highly visible position in the middle of the City, the Core Area Transition District should be an urban environment that serves an identifying function for the City of Kyle. By acting as an area of functional linkage for the City, the District can connect vehicular and pedestrian movement, economic centers, and visually defining elements. The built fabric should display a transition from the small-scale grid pattern of Downtown to the large plate design of the Super Regional Node. As this District develops, it should serve to create a consistent fabric that links Downtown and the Super Regional Node, encouraging the expansion and strengthening of Kyle's core, as well as the city's most likely transition region to develop employment centers on land historically not operating at its highest and best use. Additionally, Plum Creek passes west to east through the middle of the Core Area Transition District, and this significant natural feature should be developed with appropriate sensitivity, and accessible via trails and open spaces once completed.



## **ANALYSIS**

The site is located on the east side of North Burleson Street, between Spring Branch Drive and James Adkins Drive, one parcel south of the Union Pacific Rail Road tracks. Direct access is taken from North Burleson Street. The site is comprised of two adjacent parcels, one vacant and the other with a single-family residence. Occupied single-family residences are adjacent to the property (south) and one unoccupied single-family residence is to the north, possibly abandoned.

1206 North Burleson is just outside the northern edge of what is considered “Old Town Kyle”. From a sense of place, this is where the typical single-family residential transitions to higher intensity zoning and uses. As this land use district has few developed parcels, and proximity to big box commercial, it provides an appropriate area to transition the intensity of land uses. The 2017 Comprehensive Plan supports this idea, suggesting zoning districts included in the Core Area Transition which focus on higher quality development.

The Community Commercial zoning district is designed to serve surrounding neighborhoods at a larger scale than Neighborhood Commercial, but not as intensive as Retail/Services. Depending on the use, Community Commercial parcels might generate higher traffic counts, but development on CC parcels also requires design as a compliment to the neighborhood. The construction requirements in the zoning district require a smaller scale, higher quality development. The intent and design standards help commercial development to be an amenity to the neighborhood, where one wants to walk to the corner store for milk and eggs or visit the local coffee shop. Burleson Street is the perfect example of this, especially after the current street rebuild is complete.

## **RECOMMENDATION**

The Comprehensive Plan recommends the district in this area of the city, and similarly staff analysis supports the rezoning from R-1 (Single-Family Residential) to CC (Community Commercial). Staff further **recommends** the Mayor & Council vote favorably to **approve** the zoning change.



## **ATTACHMENTS**

- Application
- Vicinity Map
- Existing Zoning Map
- Land Use District Map



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 1.53 ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL 'R-1' TO COMMUNITY COMMERCIAL 'CC' FOR PROPERTY LOCATED AT 1206 N. BURLESON STREET, IN HAYS COUNTY, TEXAS. (MICHAEL, AMY MARIE AND ALFONSO RODRIGUEZ – Z-18-0032); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 1.53 acres of land from Single Family Residential 'R-1' to Community Commercial 'CC' for property located at 1206 N. Burleson Street, as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.



READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Travis Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Vetrano, City Secretary



EXHIBIT "A"

the following

property situated in the State of Texas, County(ies) of Hays : \_\_\_\_\_

1.53 acres of land, more or less, in the Z. HINTON SURVEY NO. TWELVE (12), ABSTRACT NO. 220, being a part of that certain tract of 28.61 acres of land which was conveyed by Rito Rodriguez and wife to Jose Rodriguez by deed dated August 23, 1956, recorded in Vol. 168, page 616, Hays County Deed Records, and which 1.53 acres of land is more particularly described as follows:

BEGINNING at the Northeast corner of the tract of 26.43 acres of land which was conveyed by Jose Rodriguez and wife to Brown Realty Company by deed dated November 23, 1959, recorded in Vol. 180, page 27, Hays County Deed Records, said beginning point being also the Northeast corner of Lot No. One (1) in Block No. Six (6) of the Jose Addition to the Town of Kyle according to the plat of said addition which is recorded in Vol. 181, page 22, Hays County Deed Records, said corner being located in the West right-of-way line of the I. & G. N. Railroad;

THENCE N. 79° 53' West with the North line of the Jose Addition 175.5 feet to the most Easterly corner of the tract of .68 of a acre of land which was conveyed by Jose Rodriguez and wife to Rito Rodriguez and Guilleimo Rodriguez by deed dated March 20, 1970, recorded in Vol. 236, pages 77-78, Hays County Deed Records;

THENCE N. 30° 22' West with the Northeast line of said Rito and Guilleimo Rodriguez tract 238.86 feet to the North corner of same a point in the Southeast line of the old San Antonio-Austin Highway;

THENCE with the Southeast line of the old San Antonio-Austin Highway N. 62° 38' East 231.02 feet to a point for corner;

THENCE S. 29° 23' East 233.49 feet to a point in the West line of the said I. & G. N. Railroad Company right-of-way;

THENCE with the West line of the I. & G. N. Railroad right-of-way S. 10° 51' West 144.87 feet to the PLACE OF BEGINNING.

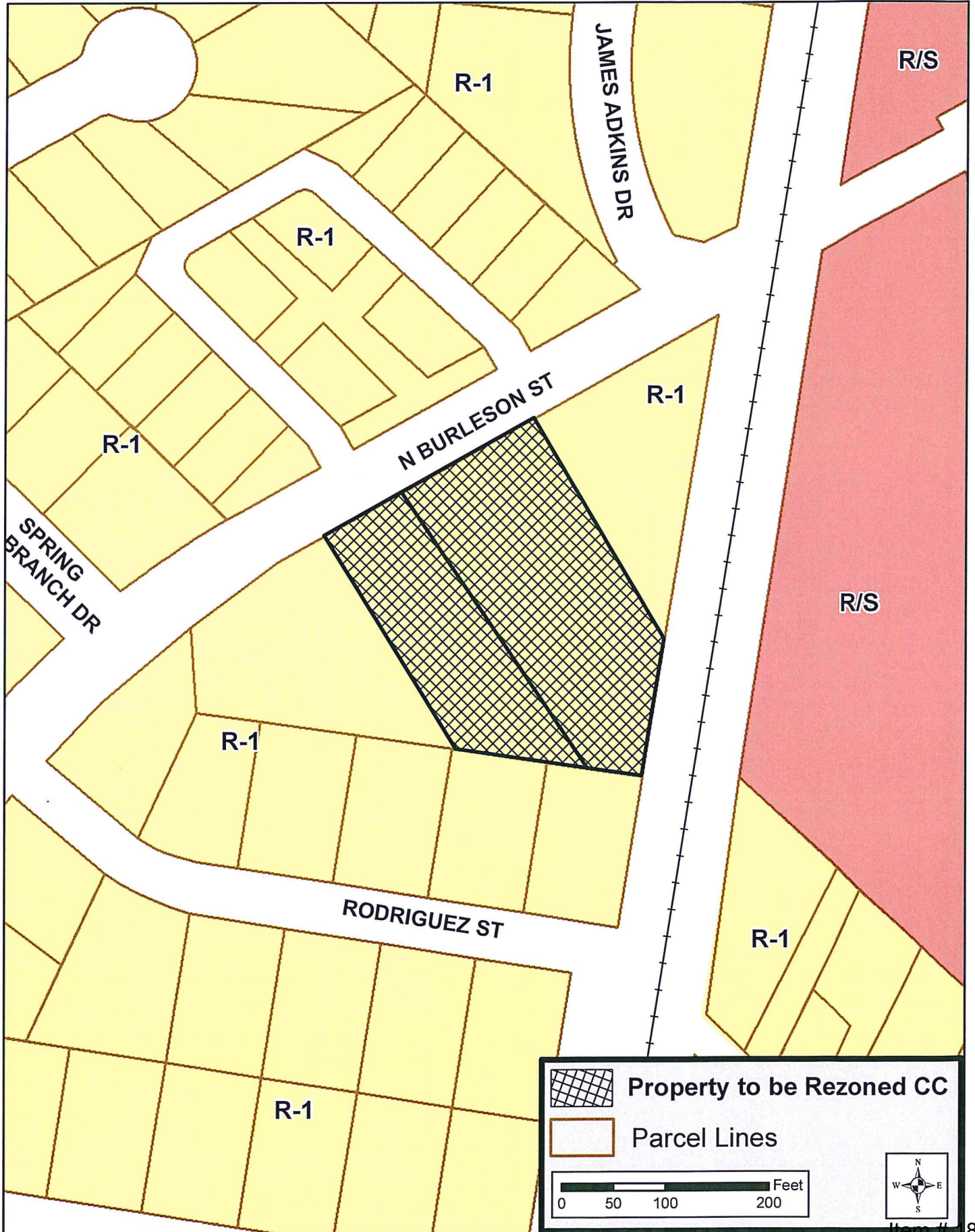


# Exhibit B

Z-18-0032

1206 N Burleson St

1.5 Acres





## APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: Michael Rodriguez / Amy Marie Haskell Rodriguez 12/03/2018  
(Name of Owner) (Submittal Date)

INSTRUCTIONS: (2-18-0032)

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City's website at [www.cityofkyle.com](http://www.cityofkyle.com) or at City Hall. City ordinances can be obtained from the City of Kyle.

### REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

- ☒ 1. Completed application form with owner's original signature.
- ☒ 2. Letter explaining the reason for the request.
- ☒ 3. Application Fee: \$428.06, plus \$3.62 per acre or portion thereof.

CITY OF KYLE

Newspaper Publication Fee: \$190.21 Sign Notice Fee: \$85.00

DEC 03 2018

Total Fee: 708.81

PLANNING DEPARTMENT

- ☒ 4. A map or plat showing the area being proposed for rezoning.
- ☒ 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
- ☒ 6. Certified Tax certificates: County ☒ School ☐ City ☐
- ☒ 7. Copy of Deed showing current ownership.

\*\*\* A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.

### 1. Zoning Request:

Current Zoning Classification:

(R1) Single Family

Proposed Zoning Classification:

Community Commercial (CC)

Proposed Use of the Property:

GAS STATION / CONVENIENCE STR

Acreage/Sq. Ft. of Zoning Change:

.06 + .938 = 2.1 Acres = 9,1476 sq ft

1206 N. Robinson RD

2 parcels

1.5 acres =  
6,5340 sq ft

1. R14751

.06 Acres

2. R14751

2. R102966

.93 Acres



2. **Address and Legal Description:**

**Provide certified field notes describing the property being proposed for rezoning.**  
**Provide complete information on the location of the property being proposed for rezoning.**

Street Address: 1206 N. Burlington

Subdivision Name/Lot & Block Nos.: A0220 E Hinton Survey  
R14751

Property Recording Information: ☒ Hays County  
Volume/Cabinet No. \_\_\_\_\_

Page/Slide No. \_\_\_\_\_

3. **Ownership Information:**

Name of Property Owner(s): Frank Moch  
Amy Marie Haskell Rodriguez

**Certified Public Notary:**

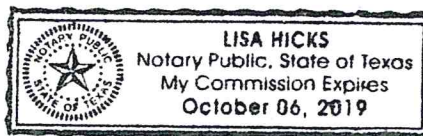
This document was acknowledged before me on the 26 day of November, 2018 by

Amy Marie Haskell Rodriguez (Owner(s)). Michael A. Rodriguez

Lisa Hicks

Notary Public State of Texas

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

**Signed:**

DocuSigned by:  
Michael Rodriguez  
41519C3970C83  
11/19/18

**Date:**

Amy Marie Haskell Rodriguez  
11-19-18



2. **Address and Legal Description:**

**Provide certified field notes describing the property being proposed for rezoning.**  
**Provide complete information on the location of the property being proposed for rezoning.**

Street Address: 1206 N. Burlington Rd

Subdivision Name/Lot & Block Nos.: R0220-Z Hinton Survey  
R102 966

Property Recording Information: ☐ Hays County  
Volume/Cabinet No. \_\_\_\_\_

Page/Slide No. \_\_\_\_\_

3. **Ownership Information:**

Name of Property Owner(s): Alfonso Rodriguez

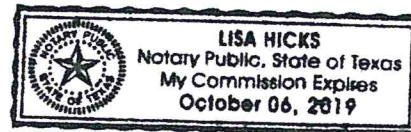
**Certified Public Notary:**

This document was acknowledged before me on the 27 day of November, 2018, by  
Alfonso Rodriguez (Owner(s)).

Lisa Hicks

Notary Public State of Texas

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

Signed: Alfonso Rodriguez

Date: 11.27.18



**4. Agent Information:**

If an agent is representing the owner of the property, please complete the following information:

Agent's Name:

GLEN COLEMAN

Agent's Address:

SOUTH Llano STRATEGIES  
PO Box 49444 JUSTIN, TX 78765

Agent's Phone Number:

512 407-9357

Agent's Fax Number:

Agent's Mobile Number:

Agent's Email Number:

glen@southllano.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature:

Date:

*To Debbie at  
City Hall*

*re: Biorzison RJ*



Do Not Write Below This Line  
Staff Will Complete

Tax Certificates: ☐ County ☐ School ☐ City

Certified List of Property Owners Within 200' ☐

All Fees Paid: ☐ Filing/Application ☐ Mail Out Costs

Attached Map of Subject Property ☐

Accepted for Processing By: Khushi A. Gaurra

City of Kyle  
DEC 03 2019  
PLANNING DEPARTMENT

Date of Public Notification in Newspaper: 1/23/19

Date of Public Hearing Before Planning and Zoning Commission: 2/12/19

Date of Public Hearing Before City Council: 2/19/19



Dec 3, 2018

William Atkinson  
Planner, City of Kyle  
100 W. Center Street  
Kyle, Texas 78640

Re: 1206 Burleson Road

Hello Mr. Atkinson,

Thank you for your time and advice last month on the above item.  
As discussed, attached is the application seeking a zoning change for the above lot from R1, single family, to RS "Community Commercial".

My client wishes to construct a gas station on the corner with accompanying retail to serve residential development anticipated in the area. We are excited about the investments made by the City of Kyle along this street and wish to serve area residents and travelers to Kyle.

Two parcels with related separate owners;

1. R14751 being .06 acres
2. R102966 being .938 acres

This letter is request staff support for RS "Community Commercial" on this lot. Please let me know if you require any additional information.

We appreciate your time and support.

Sincerely,



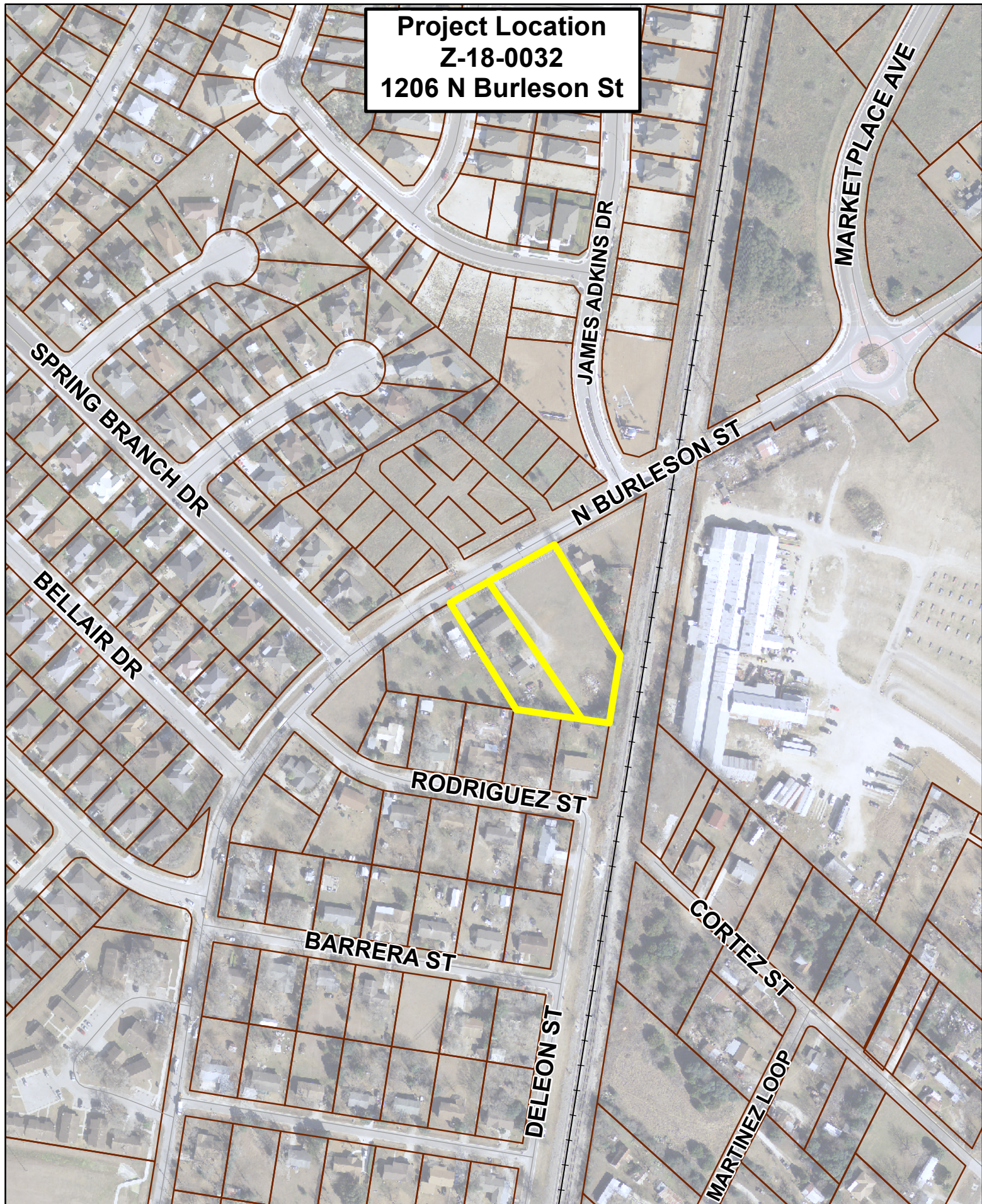
Glen Coleman  
[glen@southllano.com](mailto:glen@southllano.com)  
512 407-9357

---

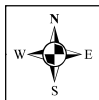
South Llano Strategies P.O. Box 49444 Austin, Texas 78765 [www.southllano.com](http://www.southllano.com)



**Project Location**  
**Z-18-0032**  
**1206 N Burleson St**



0 125 250 500  
Feet



Property Location



Parcel Lines

Item # 18





# CITY OF KYLE, TEXAS

## First Year on Us Incentives

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Consider and possible action on application for First Year on Us incentives. ~ *Diana Torres, Director of Economic Development*

- Brad Hulum, Hulum Properties \$10,000 incentive
- Heather Bunting DVM \$5,000 incentive
- Craig Barron with Shaggy Dog Market \$5,000 incentive

### **Other Information:**

### **Legal Notes:**

### **Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ☐ Memo for Council
- ☐ First Year on Us policy and application
- ☐ Brad Hulum application
- ☐ Heather Bunting application
- ☐ Craig Barron application



## MEMO

**To: City Council**

**From: Brian Ziegler, Economic Development & Tourism Board Chair**

**Date: February 13, 2019**

**Re: Application of First Year on Us Incentive**

---

***Economic Development & Tourism Board reviewed applications for three First Year On Us incentive applications at their February 13, 2019 meeting. The Economic Development & Tourism Board make the following recommendation to City Council:***

A *unanimous* recommendation is made to support the First Year on Us incentive application for the following applicants.

- Brad Hulum, Hulum Properties (Reliable Automotive), owner occupied applicant request for maximum incentive amount of \$10,000
- Heather Bunting DVM, tenant occupied applicant request for maximum incentive amount of \$5,000
- Craig Barron (Shaggy Dog Market), tenant occupied applicant request for maximum incentive amount of \$5,000



## First Year on Us

### Why?

Vision: “Kyle is dedicated to setting the stage for development success-in economic development as well as real estate development.”

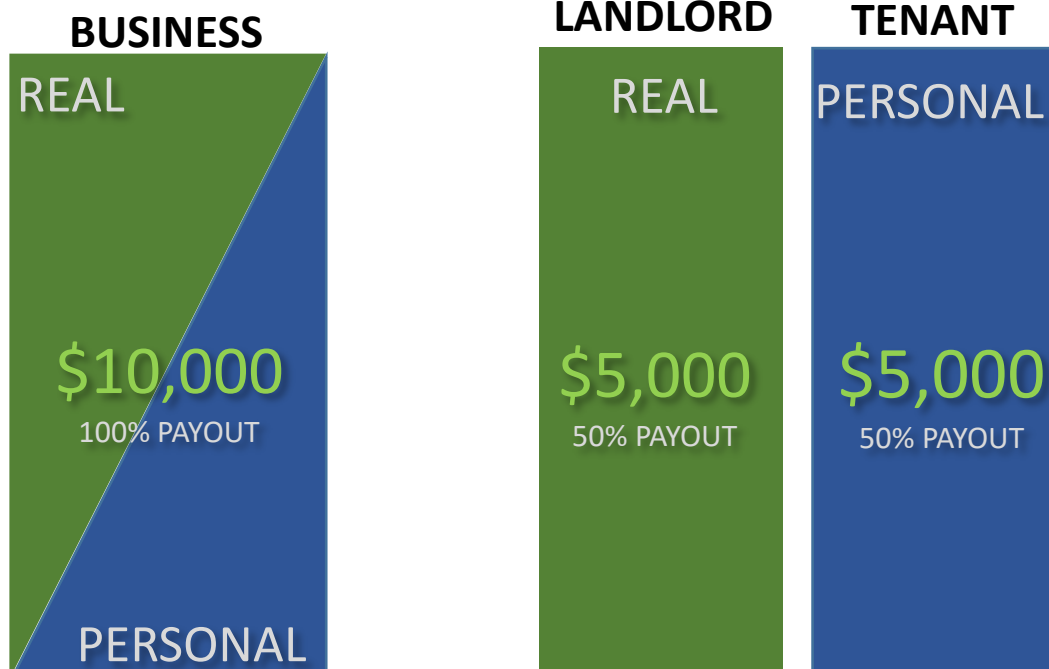
Economic Development is the creation of wealth through diversification and generation of new tax dollars. Through creating new tax dollars, an enhanced and diverse local economic ecosystem becomes prosperous, efficient and grows with the community allowing for new and improved opportunities for local residents and businesses.

The “First Year on Us” program is designed with the goal of promoting equity and consistency in our commercial economic development policies. This program seeks to provide a partnership through financial assistance, however, not subsidies, to commercial property and business owners seeking to make a positive impact and investment in their commercial property and buildings within the City of Kyle.

### How?

Under the “First Year on Us” commercial development plan, owner occupied businesses may apply for a one-time tax rebate up to \$10,000 for improvements on real and personal property that increase the value of said property. Meaning, the City of Kyle will rebate one dollar for every new tax dollar generated as a direct result of investment and improvements to commercial property. The current tax rate for the City of Kyle is 0.5416. Based upon the current tax rate, \$200.00 of investment equals \$1.08 of new tax dollars. Non-owner occupied businesses and developers may apply for the same credit up to \$5,000.

## OWNER OCCUPIED





- Central Business District 1 (CBD1), Central Business District 2 (CBD2), Retail and Service (R/S), Warehouse (W) Construction Manufacturing (CM), Entertainment (E), Community Commercial (CC) and Neighborhood Commercial (NC) commercial zoning districts only (no home businesses)
- Excluded in *TIRZ # 1*, *SCC KP*, and *HPI*
- Cannot be combined with a developer agreement that includes city incentives
- Improvement value only as calculated by HAYS CAD (no land, no existing property, normal annual appreciation not eligible)

Credit for first year in YR 1 or YR 2 at owner discretion.

The City will provide a reimbursement of property tax up to a total of \$10,000 for permanent capital improvements that increase value to the City tax rolls. These improvements may not be of an in-kind or temporary nature including paint, signage and landscaping, etc.

The First Year on Us Program will only reimburse applicants after the project is determined to have been completed, contractor and vendor(s) are deemed to be paid in full and it has been determined to have added to the assessed value of the property in accordance with the City annual tax assessments.

Improvements must be compatible with the character and architecture of the individual property, and must meet current City standards, review and certificate of occupancy. Improvements to properties should be seen as an opportunity to substantially enhance the appearance of the properties and adjacent streetscapes. Properties should be oriented to the pedestrian and provide visual interest both day and night. Effort should be made to promote accessibility and create a property identity unique to Kyle and the respective neighborhood.

Initial consultation with City staff is necessary in order to help avoid misunderstanding as to the eligibility of proposals. City staff may provide guidance regarding improvements specific to individual storefronts. The applicant may hire his/her own licensed design professional(s) to work on the project from start to completion.

## **What?**

Encouraged improvements:

Restoration of exterior details in historical significant buildings and removal of elements that conceal architectural details.

New storefront construction, appropriately scaled within an existing building, that is in conformance with all applicable provisions and requirements of the City of Kyle Building and Development Code.

New commercial construction that meets all provisions and requirements of the City of Kyle Building and Development Code.

Improvements to commercial property that elevate the taxable value of the property and meet the objectives of the First Year on Us program.



## Who?

Applicants must be commercially zoned property owners for owner occupied commercial properties within the City of Kyle city limits. Or, the owner of a commercially zoned property, not owner occupied, may apply for half of the benefit, while the tenant may apply for the remaining half of the benefit within the City of Kyle city limits.

Tenants must have written approval from property owners to make any substantial changes to the property and participate in the program.

Any nonconforming use on the property must be permanently removed as part of the improvement.

Property owners must be current on all municipal taxes prior to participation in the program.

Property owners must be in good standing in regards to all fees and departments within the City of Kyle.

Improvements made prior to formal approval will not be eligible for the program.

Understanding that the overall objective of the First Year on us Program is to improve and develop commercial property, the City has the discretion to decline an application while suggesting enhancements that would enable future acceptance. City has the right to change or terminate program at any time.

EXAMPLES OF INVESTMENT/TAX GENERATION (REBATE)			
INVESTMENT	CITY TAX RATE	CITY PROPERTY TAX	REBATE
\$200.00	0.5416	\$1.08	\$1.08
\$2,000.00	0.5416	\$10.83	\$10.83
\$10,000.00	0.5416	\$54.16	\$54.16
\$50,000.00	0.5416	\$270.80	\$270.80
\$100,000.00	0.5416	\$541.60	\$541.60
\$200,000.00	0.5416	\$1,083.20	\$1,083.20
\$500,000.00	0.5416	\$2,708.00	\$2,708.00
\$1,000,000.00	0.5416	\$5,416.00	\$5,416.00
\$1,500,000.00	0.5416	\$8,124.00	\$8,124.00
\$1,846,380.00	0.5416	\$10,000.00	\$10,000.00

## Application Requirements

In order to be considered for the "First Year On Us" rebate program, completed applications with original signatures must be submitted to the City of Kyle Department of Economic Development at Kyle City Hall, 100 W. Center St., Kyle, Texas. Applications and supporting documentation must be fully completed and attached in order for applications to be considered.

## Documents Required:

- Application
- Proof of Ownership for Owner Occupied Properties -or- Proof of Ownership and Written Approval for Improvements by Owner and Proof of Commercial Lease by Tenant.



- Copies of all municipal approvals, permits and receipts of fees paid, documented and signed by the appropriate municipal agent.
- Applicant must be current on all City of Kyle accounts including utilities.
- Applicant must be in good standing on all taxes to date.



First Year on Us Rebate Program Application  
City of Kyle, Texas

**Property Owner Information**

Owner Name:

Hays CAD R#:

Physical Address:

Mailing Address:

Telephone:

Contact Person:

Email:

Is the property Owner Occupied?

**Business Information**

Business Name:

Federal Employer ID Number:

Mailing Address:

Telephone:

Contact Person:

Email:

Business Hours:

**Documents Required for reimbursement:**

Please provide a comprehensive list of ALL permits and fees, copies of all paid permits and fees, detailed description of improvements with itemized costs and paid receipts for completed improvements.

Also, include Hays County tax assessment records for the year you are applying for as well as the previous year to verify that cost of improvements equals an increase in appraised taxable value for the City of Kyle.







First Year on Us Rebate Program Application  
City of Kyle, Texas

Owner Occupied  
\$10,000 max

Property Owner Information

Owner Name: BRAD HULLUM

Hays CAD R#: 2147859

Physical Address: 41600 ~~SWIFT~~ 51626 Kyle TX 7

Mailing Address: 3420 Fm 967 Buda TX 78610

Telephone: 512-565-9340

Contact Person: BRAD HULLUM

Email: bradleyhullum@yahoo.com

Is the property Owner Occupied?

Yes

Business Information

Business Name: Hullum Properties

Reliable Automotive (Plum Creek)

Federal Employer ID Number: 82-2590623

Mailing Address: 358 Clarence CT Buda TX 78610

Telephone: 512-565-9340

Contact Person: SAME

Email:

Business Hours: 7:30 - 5:30 Mon - Fri / 8-1 Sat.





City of Kyle, TX  
100 W. Center Street  
Kyle, TX 78640

Permit NO. <b>BLC2018-0112</b>	
Permit Type: <b>Building (Non-Residential)</b>	
Work Classification: <b>New</b>	
Permit Status: <b>Plan Approved</b>	
Issue Date:	Expiration:

Location Address

Parcel Number

4600 S 1626, KYLE, TX 78640

36433

Contacts

Logic Mechanical, Inc.  
375 Ayers Rd., KYLE, TX 78640  
(512)392-2760

Mechanical Contractor

jbreger@austin.twcbc.com

JOE BROWN CONSTRUCTION LLC  
307 W SAN ANTONIO ST, SAN MARCOS, TX 78666  
(512)312-4973

Contractor

JZERBE@JOEBROWNCONSTRUCTION.C  
OM

GTL ELECTRIC SOLUTIONS  
4705 SENDERO DR, SAN MARCOS, TX 78666  
(512)738-0166

Electrical Contractor

glandrum.gtl@gmail.com

Description: 4600 S FM 1626 RELIABLE AUTO

Valuation: **\$1,100,000.00**

Total Sq Feet: **9,600.00**

Inspection Requests:

Go to [www.cityofkyle.com/building](http://www.cityofkyle.com/building)

Fees	Amount
Base Permit Fee - Commercial or Multifamily	\$1,870.51
Commercial or Multifamily Plan Review - 25%	\$467.63
Commercial Plan Review per Hour	\$538.90
Inspection Fee - Commercial or Multi-Family	\$767.03
KFD - New Building Plan/Tenant Finish Out Review	\$150.00
KFD - New Building Plan/Tenant Finish Out Review	\$960.00
<b>Total:</b>	<b>\$4,754.07</b>

Payments	Amt Paid
<b>Total Fees</b>	
<b>Amount Due:</b>	

Available Inspections:

Inspection Type	
Foundation/Forms Survey	
Insulation	
Plumbing Top Out	
Rough MEP	
Sewer Tap	
Wallboard	
Water Tap	
Footing	
Foundation Wall	
Plumbing Underground	
Electrical Underground	
Concrete Slab	
Floor Framing	
Framing	
Electrical Rough	
Plumbing Rough	
Final MEP	
Final Electrical	
Final Plumbing	
Final Fire	
Gas Final	
Final Building	
Final Site Plan	

Issued by the City of Kyle, TX and in accordance with City Regulations.

Issued By: Susan Hajek

Date



Tenant occupied  
\$5,000 max

First Year on Us Rebate Program Application  
City of Kyle, Texas

**Property Owner Information**

Owner Name: Kyle Village LLC

Hays CAD R#:

Physical Address: 22510 IH 35

Mailing Address: 1910B Centerpoint Rd, San Marcos, TX 78666

Telephone: 512-787-0047

Contact Person: Caleb Warren

Email: lizf@sacnpac.com

Is the property Owner Occupied? No

**Business Information**

Business Name: Heather Bunting DVM PC (dba to be determined)

Federal Employer ID Number: 83-2934485

Mailing Address: 21715 Beaver Bend Ct, San Antonio, TX 78258

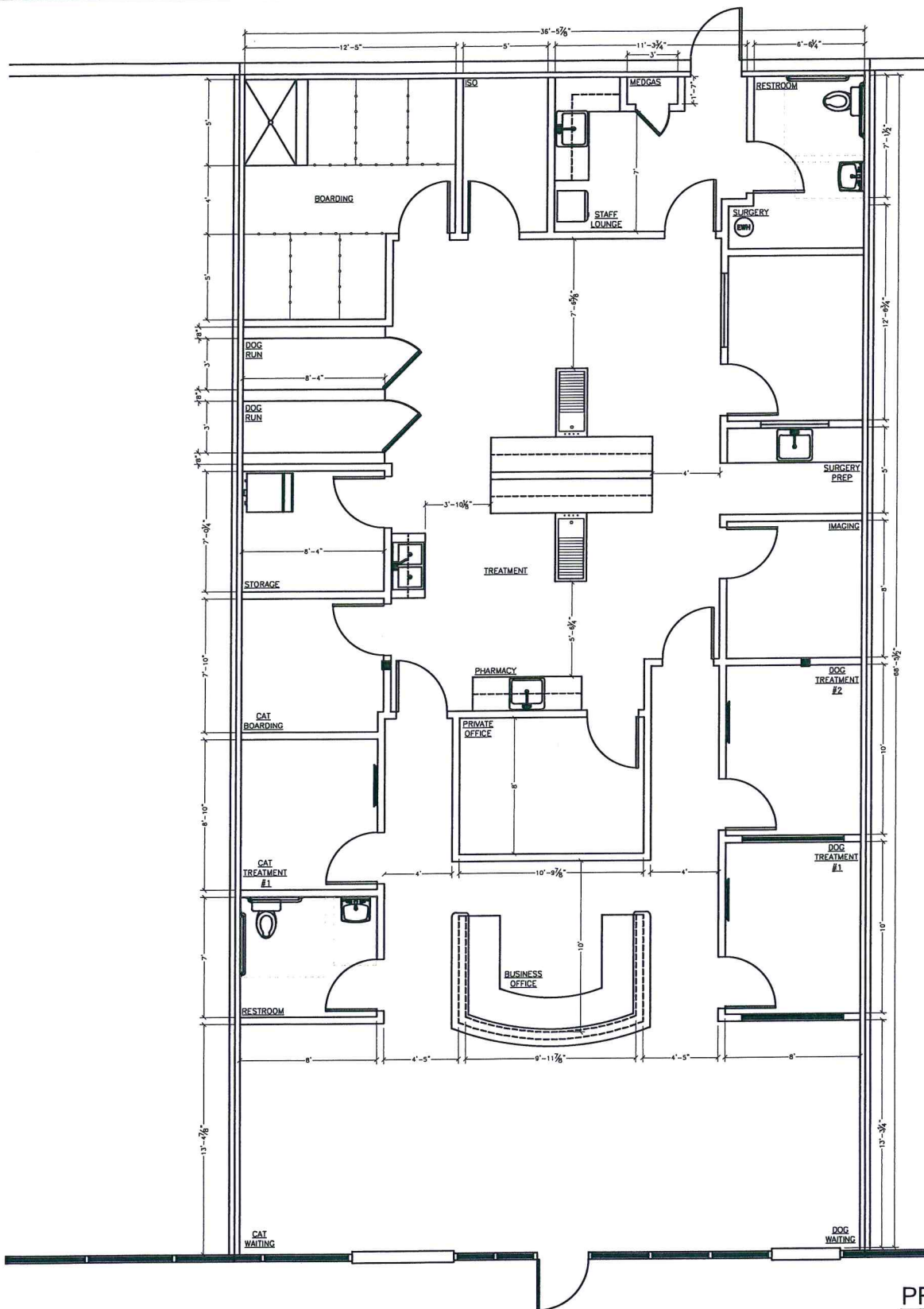
Telephone: 713-818-5931

Contact Person: Heather Bunting DVM

Email: hbuntingdvm@gmail.com

Business Hours: M-F 8-5:30 and 2nd and 4th Saturdays 8-12





PRELIMINARY PLAN  
SCALE: N.T.S.

SHEET TITLE:	PRELIMINARY
OWNER:	MDB
DATE DRAWN:	1.25.19
LEASABLE SQ. FT.:	2,600
SHEET NO.:	F

DR. BUNTING  
—  
AUSTIN, TX

**Med+Tech®**  
www.medtechconstruction.com

P.O. BOX 6537  
SAN ANTONIO, TX 78209

OFFICE: 210.821.1717  
FAX: 210.437.0871

Item # 19



Tenant Occupied  
\$5,000 Max

First Year on Us Rebate Program Application  
City of Kyle, Texas

Property Owner Information

Owner Name: Kyle Village, LLC

Hays CAD R#: 154932

Physical Address: 22510 IH35 Kyle, TX 78640

Mailing Address: 1910 B Centerpoint Road San Marcos, TX 78666

Telephone: 512-353-1776

Contact Person: Caleb Warren

Email: calebbwarren@gmail.com

Is the property Owner Occupied? No

Business Information

Business Name: Shaggy Dog Market

Federal Employer ID Number: 81-4258791

Mailing Address: 150 Chalk Draw Ct, Buda, TX 78610

Telephone: 512-658-4324

Contact Person: Craig Barron

Email: shaggydogmarket@gmail.com

Business Hours: M-F 10-7, Sat 10-6, Sun 11-5





City of Kyle, TX  
100 W. Center Street  
Kyle, TX 78640

# Permit

Permit NO. **BLC2018-0155**

Permit Type: **Building (Non-Residential)**

Work Classification: **Finish Out**

Permit Status: **Issued**

Issue Date: **02/11/2019**

Expiration: **08/12/2019**

## Location Address

**22510 IH-35, Kyle, TX 78640**

## Contacts

c.b. ellis 1200 Live Oak Rd., Leander, TX 78641 (512)844-5972 cbellis@gmail.com	<b>Applicant</b>	CURRENT ELECTRIC INC PO BOX 1241, SAN MARCOS, TX 78667 (512)353-0141 glandrum@currentelectricweb.com	<b>Electrical Contractor</b>
BW GENERAL CONTRACTORS 1910 B CENTERPOINT RD, SAN MARCOS, TX 78666 (512)353-0635 KIRKB@SACNPAC.COM	<b>Contractor</b>	KCM PLUMBING PO BOX 1361, MAXWELL, TX 78667 (512)318-6629 kcmsomar1973@yahoo.com	<b>Plumbing Contractor</b>
MINTER AIR & REFRIGERATION 500 WLANUT CREEK LN, DALE, TX 78616 (512)563-6444 minterair@yahoo.com	<b>Mechanical Contractor</b>		

**Description:** SHAGGY DOG Finish out of new shell space to create a pet store

**Valuation:** **\$48,900.00**

**Total Sq Feet:** **1,700.00**

## Inspection Requests:

Go to [www.cityofkyle.com/building](http://www.cityofkyle.com/building)

Fees	Amount
Base Permit Fee - Commercial or Multifamily	\$473.51
Commercial or Multifamily Plan Review - 25%	\$118.38
Commercial Plan Review per Hour	\$215.56
Inspection Fee - Commercial or Multi-Family	\$627.57
KFD - New Building Plan/Tenant Finish Out Review	\$320.00
<b>Total:</b>	<b>\$1,755.02</b>

Payments	Amt Paid
<b>Total Fees</b>	<b>\$1,755.02</b>
Check # 103	\$1,755.02
<b>Amount Due:</b>	<b>\$0.00</b>

Available Inspections:	
Inspection Type	
Foundation/Forms Survey	
Insulation	
Plumbing Top Out	
Rough MEP	
Sewer Tap	
Wallboard	
Water Tap	
Footing	
Foundation Wall	
Plumbing Underground	
Electrical Underground	
Concrete Slab	
Floor Framing	
Framing	
Electrical Rough	
Plumbing Rough	
Final MEP	
Final Electrical	
Final Plumbing	
Final Fire	
Gas Final	
Final Building	
Final Site Plan	

Issued by the City of Kyle, TX and in accordance with City Regulations.

February 11, 2019

Issued By: Susan Hajek

Date



SHAGGY DOG MARKET  
SUITE #106  
KYLE, TEXAS 78640

CUSTOMER: L. APOSTOLO  
LOCATION:  
CITY ST: D. WALTERSDORFF  
ACCT. EXEC: 02-012  
DESIGNER: 4 OF 6  
DATE: 02/08/19

NO.	DATE	BY	DESCRIPTION

MANDATED: drawings, signs, etc. These signs are property of Lewis Sign. This firm's name www.LewisSign.com

OPTION **D** FACE LIT CH  
FONT: CUSTOMER SI

SCOPE OF WORK

QUANTITY:

CHANNEL LETTER

CAPSULE:

ILLUMINATION:

RACEWAY:

MOUNTING:



NIGHT VIEW

CLIENT APPROVAL: \_\_\_\_\_

Team Drives/USK  
This drawing is the property of Lewis Sign

SHAGGY DOG MARKET  
SUITE #106  
KYLE, TEXAS 78640

CUSTOMER: L. APOSTOLO  
LOCATION:  
CITY ST: D. WALTERSDORFF  
ACCT. EXEC: 02-012  
DESIGNER: 5 OF 6  
DATE: 02/08/19

NO.	DATE	BY	DESCRIPTION

MANDATED: drawings, signs, etc. These signs are property of Lewis Sign. This firm's name www.LewisSign.com

SCALE: 1/4" = 1'









# CITY OF KYLE, TEXAS

## (2nd Reading) Ordinance - Franchise Agreement: Acadian Ambulance

Meeting Date: 2/19/2019

Date time: 7:00 PM

**Subject/Recommendation:** *(Second Reading)* An ordinance granting Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service, a franchise to provide non-emergency ambulance services within the boundaries of the City of Kyle, Texas. ~ *Jerry Hendrix, Chief of Staff*

*City Council voted 6-0 to approve on first reading.*

### Other Information:

Additional information requested for second reading:

As requested by council member Villalobos, staff researched the rollover emergency language included in the franchise agreement in order to ascertain how Acadian Ambulance's services compare to the services provided by San Marcos Hays County EMS (SMHCEMS) and if Acadian would be able to serve similarly if called upon to do so.

The findings of this research are as follows:

- SMHCEMS has adequate units to provide service to the City of Kyle
- SMHCEMS has Mutual Aid Agreements with surrounding agencies in the event there is a shortage of available units to provide coverage or to respond to a large scale emergency.
- SMHCEMS would have access to State resources for additional coverage in the event of a natural disaster or mass casualty situation.

Based on these findings, staff recommends that the rollover emergency language be removed from the proposed franchise agreement with Acadian Ambulance Service. This change has been reviewed and accepted by Acadian Ambulance Service as well as by Chief David Smith, San Marcos Hays County EMS.

The attached ordinance reflects that change.

- History: A Franchise Agreement was approved March 5, 2015. The agreement had an optional renewal for a period of two years. On January 3, 2017, a two-year renewal was approved. Acadian Ambulance Service requested a new Franchise Agreement on November 28, 2018.
- This is an ordinance incorporating a franchise agreement between the city and Acadian Ambulance.
- Acadian needs a franchise in order to operate on city roadways.
- Acadian provides non-emergency ambulance service to Seton Hospital, Legends retirement center, the rehab center and other facilities. It also provides rollover emergency (a situation where the primary provider of 911 Services is unable to



timely respond to an emergency and the dispatch requests a response by a secondary provider).

- The 9-1-1 emergency services provided by Hays County is not impacted by this franchise.
- The franchise allows Acadian to operate in the city limits and ETJ of Kyle.
- The agreement term is for 2 years (the charter allows a franchise term of up to 10 years) and incorporates various regulations, including penalties for noncompliance of the franchise.
- Acadian will pay to the city a franchise fee of (3.5%) of the total amount billed to users of the non-emergency ambulance service and collected by Acadian. The fee also applies to any other income derived from the operation of the service within the city limits.
- Acadian has submitted all required reports in a timely manner and is current of payment of franchise fees.

### **Legal Notes:**

### **Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ❑ Ordinance-Franchise\_Agrmnt-Acadian 19.02.05
- ❑ Acadian Pricing - Kyle Texas
- ❑ Acadian - Public Notice Franchise 2019
- ❑ 838, Acadian Ambulance Service
- ❑ 2017 0103 City Council Meeting Minutes
- ❑ 2018 1128 Acadian Ambulance Request for Franchise Agreement



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, D/B/A ACADIAN AMBULANCE SERVICE, 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; 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, Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service ("Acadian"), has requested and desires to be granted a franchise from the City of Kyle for the purpose of providing non-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 Acadian Ambulance Service of Texas, LLC d/b/a Acadian Ambulance Service (“Acadian”) to operate Non-Emergency Ambulance Services as described herein originating within the service area of Acadian 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. Acadian 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 Acadian, 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 Acadian 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 Acadian 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 February, 2019.

PASSED AND ADOPTED on Second Reading the \_\_\_\_ day of February, 2019.



ATTEST:

**The City of Kyle, Texas**

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Jennifer A. Vetrano, City Secretary

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Travis Mitchell, Mayor



## EXHIBIT “A”

### ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, DBA ACADIAN AMBULANCE SERVICE FRANCHISE AGREEMENT

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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 ACADIAN COMPANIES DBA ACADIAN AMBULANCE SERVICE (“Acadian”).

#### *RECITALS*

WHEREAS, Acadian agrees to provide Non-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 Acadian 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 Acadian 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.

## **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 Acadian to the City, and the City's expectations of the operations and performance of any and all franchisees. Acadian agrees that all statements, representations and warranties provided to the City are true and correct to the best of Acadian'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. Acadian 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 Acadian.

#### **Section 5** **Service Area**

Acadian 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**

Acadian as a franchisee agrees that any unauthorized disclosure of specific patient-related information to the public is forbidden. If Acadian 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 Acadian'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 Acadian 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 Acadian, and review or otherwise investigate any complaints, and recommend corrective action after Acadian 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 Acadian 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 Acadian.

### **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 Acadian 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 Acadian in writing stating the provisions Acadian 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 Acadian does not correct the noncompliance within a reasonable time established by the city council for correction, the city council may impose penalties, place Acadian 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 Acadian, for which Acadian 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 Acadian, for which Acadian 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 Acadian, for which Acadian 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, Acadian shall be declared to be in default of this Agreement at the discretion of the city council if Acadian violates or contravenes in any of the terms or conditions of the Ordinance or this Agreement. The city council may terminate the franchise if Acadian is found to be in default.

### **Section 10**

#### **Majority vote**

Acadian 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**

Acadian, 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 Acadian 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 Acadian 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**

Acadian 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 (10<sup>th</sup>) 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 Acadian 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 Acadian'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 Acadian 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. Acadian 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 Acadian.

### **Section 15** **Cessation of Activity upon Termination of Franchise**

1. Upon cancellation, suspension, or termination of Acadian's franchise, by actions taken by either the city council or Acadian, Acadian 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 Acadian.



3. Acadian 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. Acadian shall comply with the schedule of rates that Acadian has attached to this Agreement as EXHIBIT “B” and which is incorporated herein by reference. Acadian 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 Acadian, be made before the ambulance begins the trip.

### **Section 17**

#### **Insurance**

Prior to providing any Ambulance Services in the City limits, Acadian 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. Acadian 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. Acadian 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**

Acadian 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 Acadian 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 Acadian 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 Acadian 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, Acadian 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 Acadian or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Acadian 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 Acadian 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 Acadian with a copy of the claim with a written notice that such is deemed to fall under this provision. Acadian shall then take over the defense of the claim with attorneys of its and/or its insurer's choosing. Acadian 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 Acadian 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 Acadian immediate written notice of such suit or proceeding, whereupon Acadian 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 Acadian agree they will comply with all applicable state, federal and local laws and regulations. Failure to comply on the part of Acadian may be grounds for the imposition of penalties or sanctions, including up to termination of this Agreement. Failure to comply on the part of the City may be grounds for Acadian to terminate this Agreement without prior consent or approval by the City.

### **Section 24**

#### **No Waiver; Cumulative Remedies**

Acadian will not be excused from complying with any of the terms or 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 Acadian 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. Acadian 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 Acadian 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 Acadian. 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 Acadian or limit the liability of Acadian 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:

Acadian Ambulance Service of Texas, LLC  
D/B/A Acadian Ambulance Service  
ATTN: Mr. Richard Zuschlag, CEO & Chairman of the Board  
P. O. Box 98000  
Lafayette, LA 70509-8000

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 Acadian. There are no further or other agreements or understandings, written or oral, in effect between the City and Acadian 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 Acadian 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: \_\_\_\_\_  
Travis Mitchell, Mayor



ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Vetrano, City Secretary

\_\_\_\_\_  
Paige Saenz, City Attorney

ACADIAN COMPANIES

D/B/A ACADIAN AMBULANCE SERVICE (“FRANCHISEE”)

By: \_\_\_\_\_  
James Mayer  
Title: \_\_\_\_\_



**EXHIBIT “B”**  
**ACADIAN SCHEDULE OF RATES**  
**(SEE ATTACHED)**



**ACADIAN AMBULANCE SERVICE, INC.**  
**PRICING CATALOG**

<u>Description</u>	<u>2019 Rates</u>	
	<u>Amount</u>	<u>Effective Dates</u>
<b><u>Transports</u></b>		
ALS2 Emergency	1,560.00	January 1, 2019
ALS1 Emergency	1,143.00	January 1, 2019
ALS1 Non-Emergency	1,109.00	January 1, 2019
BLS Emergency	1,143.00	January 1, 2019
BLS Non-Emergency	751.00	January 1, 2019
Specialty Care Base	2,390.00	January 1, 2019
Ambulance Response, treatment without transport	248.00	January 1, 2019
<b><u>Mileage</u></b>		
Mileage - 0 - 50 miles	22.91	per mile January 1, 2018
51 - 100 miles	22.91	January 1, 2018
101 and over	22.91	January 1, 2018
<b><u>Ancillaries</u></b>		
Airway Mgmt-Disposable Supplies	79.00	January 1, 2019
Bariatric Stretcher	323.00	January 1, 2019
BiPAP	1,089.00	January 1, 2019
Burn Sheet	58.00	January 1, 2019
Capnometer	113.00	January 1, 2019
C-Collar	79.00	January 1, 2019
CPAP devise with Manometer	294.00	January 1, 2019
Disaster Bag	367.00	January 1, 2019
Disposable BVM	147.00	January 1, 2019
Disposable Splint	24.00	January 1, 2019
Disposable Supplies/Environ. Protection	97.00	January 1, 2019



EKG Monitor	182.00	January 1, 2019
EKG Monitor-Disposable Supplies	24.00	January 1, 2019
EKG Monitor Pace Pads	225.00	January 1, 2019
EKG 12 Lead	182.00	January 1, 2019
Endotracheal Intubation	97.00	January 1, 2019
Extra Ambulance Attendant	267.00	January 1, 2019
Extra Unit Assistance Fee	267.00	January 1, 2019
EZ-IO Intraosseous Infusion - disposable needle	444.00	January 1, 2019
Glucose	24.00	January 1, 2019
IV Set Up/Disposables	97.00	January 1, 2019
IVAC Pump	182.00	January 1, 2019
King-LTD	70.00	January 1, 2019
Out of Service Area	182.00	January 1, 2019
Oxygen Mask/Set Up	177.00	January 1, 2019
O.B. Kit	113.00	January 1, 2019
Poison Antidote Kit	90.00	January 1, 2019
Pulse Oximeter	113.00	January 1, 2019
SAM Pelvic Sling II	79.00	January 1, 2019
Sterile Water	36.00	January 1, 2019
Suction Equipment	24.00	January 1, 2019
Throplex Chest Drainage System	269.00	January 1, 2019
Ventilator	1,089.00	January 1, 2019
Visidex Strip / Regeant Strip	24.00	January 1, 2019
<b><u>Medication</u></b>		
Adenocard 12 mg	79.00	January 1, 2019
Amidate 2mg/ ml 20cc vial	50.00	January 1, 2019
Amiodarone	53.00	January 1, 2019
Aspirin	7.00	January 1, 2019



Atropine Sulfate	53.00	January 1, 2019
Benadryl	53.00	January 1, 2019
Calcium Chloride	53.00	January 1, 2019
Cardene 20mg (Nicardipine)	279.00	January 1, 2019
D5W 1,000 CC	79.00	January 1, 2019
Dextrose	60.00	January 1, 2019
Diltiazem	55.00	January 1, 2019
Dopamine	79.00	January 1, 2019
Epinephrine	53.00	January 1, 2019
Epinephrine 30mg	79.00	January 1, 2019
Fentanyl	55.00	January 1, 2019
Glucagon	269.00	January 1, 2019
Ipratropium Bromide	53.00	January 1, 2019
Ketamine Hcl, 10mg/ ml 20 ml vial	79.00	January 1, 2019
Labetalol	79.00	January 1, 2019
Lasix	7.00	January 1, 2019
Lidocaine	53.00	January 1, 2019
Lidocaine, 20%	60.00	January 1, 2019
Magnesium Sulfate	53.00	January 1, 2019
Metoprolol	53.00	January 1, 2019
Morphine Sulfate	11.00	January 1, 2019
Narcan, 2mg	126.00	January 1, 2019
Nitro Tab	7.00	January 1, 2019
Nitroglycerin Injection	79.00	January 1, 2019
Nitrol Ointment	53.00	January 1, 2019
Nitropress	53.00	January 1, 2019
Norepinephrine	57.00	January 1, 2019
Normal Saline 1,000 cc	79.00	January 1, 2019



Ondansetron	55.00	January 1, 2019
Oxymetazoline	57.00	January 1, 2019
Albuterol (Nebulizer always used)	53.00	January 1, 2019
Ringers Lactate 1,000 cc	97.00	January 1, 2019
Sodium Bicarbs	60.00	January 1, 2019
Solu-Medrol 1 gram	79.00	January 1, 2019
Succinylcholine 20 mg	7.00	January 1, 2019
Vecuronium	57.00	January 1, 2019
Versed, 5mg/ ml 1 ml vial	40.00	January 1, 2019
Zemuron 10 mg/ ml 10ml vial	79.00	January 1, 2019



**NOTICE OF PUBLIC HEARING ON INTENTION TO GRANT A FRANCHISE TO  
ACADIAN AMBULANCE SERVICE OF TEXAS, LLC**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF KYLE WILL CONVENE AT 7:00 P.M. ON THE 5<sup>TH</sup> DAY OF FEBRUARY, 2019, AT ITS REGULAR MEETING PLACE IN KYLE CITY HALL, 100 WEST CENTER STREET, KYLE, TEXAS AND, DURING SUCH MEETING, THE CITY COUNCIL WILL CONDUCT A HEARING TO RECEIVE PUBL COMMENTS ON 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; 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.

THIS NOTICE IS GIVEN PURSUANT TO SEC. 11.02 OF THE CHARTER OF THE CITY OF KYLE, TEXAS, WHICH REQUIRES THAT NO FRANCHISE OR PERMIT SHALL BE PASSED EXECPT ON TWO READINGS HELD AFTER A PUBLIC HEARING FOR WHICH TEN (10) DAYS NOTICE IS GIVEN.

AFTER THE CONCLUSION OF THE HEARING, THE CITY COUNCIL MAY CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE THE ORDINANCE GRANTING THE FRANCHISE.

JENNIFER VETRANO  
CITY SECRETARY  
CITY OF KYLE, TEXAS

JANUARY 21st, 2019



ORDINANCE 838

**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; 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, Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service ("Acadian"), 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 Acadian Ambulance Service of Texas, LLC d/b/a Acadian Ambulance Service (“Acadian”) to operate Non-Emergency and Emergency Rollover Ambulance Services as described herein originating within the service area of Acadian 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. Acadian 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 Acadian, 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 Acadian 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 Acadian 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 17th day of February, 2015.

PASSED AND ADOPTED on Second Reading the 3rd day of March, 2015.




THE CITY OF KYLE, TEXAS

By:

  
R. Todd Webster, Mayor

ATTEST:

  
Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

W. Ken Johnson, City Attorney



**EXHIBIT "A"**

**ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, DBA ACADIAN AMBULANCE  
SERVICE  
FRANCHISE AGREEMENT**

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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 ACADIAN COMPANIES DBA ACADIAN AMBULANCE SERVICE ("Acadian").

*RECITALS*

WHEREAS, Acadian 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 Acadian 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 Acadian 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 Acadian to the City, and the City's expectations of the operations and performance of any and all franchisees. Acadian agrees that all statements, representations and warranties provided to the City are true and correct to the best of Acadian'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. Acadian 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 Acadian.

#### **Section 5** **Service Area**

Acadian 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**

Acadian as a franchisee agrees that any unauthorized disclosure of specific patient-related information to the public is forbidden. If Acadian 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 Acadian'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 Acadian 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 Acadian, and review or otherwise investigate any complaints, and recommend corrective action after Acadian 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 Acadian 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 Acadian.

### **Section 8** **Violations; Penalties**

The city council shall have the power and authority to review this franchise Agreement at anytime and to assess a penalty against Acadian 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 Acadian in writing stating the provisions Acadian 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 Acadian does not correct the noncompliance within a reasonable time established by the city council for correction, the city council may impose penalties, place Acadian 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 Acadian, for which Acadian 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 Acadian, for which Acadian 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 Acadian, for which Acadian 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, Acadian shall be declared to be in default of this Agreement at the discretion of the city council if Acadian violates or contravenes in any of the terms or conditions of the Ordinance or this Agreement. The city council may terminate the franchise if Acadian is found to be in default.

**Section 10**  
**Majority vote**

Acadian 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**

Acadian, 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 Acadian 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 Acadian 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**

Acadian 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 (10<sup>th</sup>) 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 Acadian 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 Acadian'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 Acadian 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. Acadian 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 Acadian.

### **Section 15** **Cessation of Activity upon Termination of Franchise**

1. Upon cancellation, suspension, or termination of Acadian's franchise, by actions taken by either the city council or Acadian, Acadian 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 Acadian.



3. Acadian 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. Acadian shall comply with the schedule of rates that Acadian has attached to this Agreement as EXHIBIT "B" and which is incorporated herein by reference. Acadian 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 Acadian, be made before the ambulance begins the trip.

**Section 17**  
**Insurance**

Prior to providing any Ambulance Services in the City limits, Acadian 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. Acadian 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. Acadian 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**

Acadian 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 Acadian 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 Acadian 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 Acadian 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, Acadian 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 Acadian or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Acadian 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 Acadian 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 Acadian with the a copy of the claim with a written notice that such is deemed to fall under this provision. Acadian shall then take over the defense of the claim with attorneys of its and/or its insurer's choosing. Acadian 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 Acadian 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 Acadian immediate written notice of such suit or proceeding, whereupon Acadian 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 Acadian agree they will comply with all applicable state, federal and local laws and regulations. Failure to comply on the part of Acadian 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 Acadian to terminate this Agreement without prior consent or approval by the City.

### **Section 24**

#### **No Waiver: Cumulative Remedies**

Acadian 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 Acadian 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. Acadian 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 Acadian 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 Acadian. 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 Acadian or limit the liability of Acadian 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:

Acadian Ambulance Service of Texas, LLC  
D/B/A Acadian Ambulance Service  
ATTN: Mr. Richard Zuschlag, CEO & Chairman of the Board  
P. O. Box 98000  
Lafayette, LA 70509-8000

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 Acadian. There are no further or other agreements or understandings, written or oral, in effect between the City and Acadian 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**

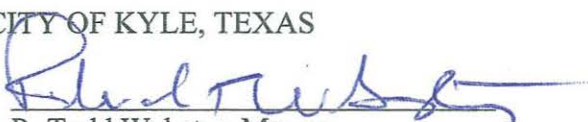
If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent 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 Acadian 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.

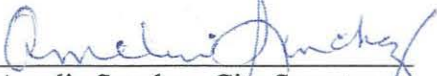
THE CITY OF KYLE, TEXAS

By:

  
R. Todd Webster, Mayor



ATTEST:

  
Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Ken Johnson, City Attorney

ACADIAN COMPANIES  
D/B/A ACADIAN AMBULANCE SERVICE ("FRANCHISEE")

By:

\_\_\_\_\_  
James Mayer

Title: \_\_\_\_\_



**EXHIBIT "B"**  
**ACADIAN SCHEDULE OF RATES**  
**(SEE ATTACHED)**



Acadian Ambulance Service, Inc.  
Pricing Catalog - 2015

**Transports**

ALS2 Emergency	\$ 1,365.00
ALS1 Emergency	1,002.00
ALS1 Non-Emergency	972.00
BLS Emergency	1,002.00
BLS Non-Emergency	640.00
Specialty Care Base	2,095.00
Ambulance Response, treatment without transport	210.00

**Mileage**

Mileage - 0 - 50 miles	\$ 20.50	Per mile
51 - 100 miles	20.50	
101 and over	20.50	

**Ancillaries**

Airway Mgmt-Disposable Supplies	\$ 66.00
Ambulance response, treatment without transport	204.00
Balloon Pump Administration	525.00
Bariatric Stretcher	275.00
BiPAP	928.00
Burn Sheet	48.00
Capnometer	94.00
C-Collar	66.00
CPAP devise with Manometer	250.00
Disaster Bag	311.00
Disposable BVM	124.00
Disposable Splint	19.00
Disposable Supplies/Environ. Protection	82.00
EKG Monitor	154.00
EKG Monitor-Disposable Supplies	19.00
EKG Monitor Pace Pads	190.00
EKG 12 Lead	154.00
Endotracheal Intubation	82.00
EOA	82.00
Extra Ambulance Attendant	227.00
Extra Unit Assistance Fee	227.00
EZ-IO Intraosseous Infusion - disposable needle	376.00
Glucose	19.00
IV Set Up/Disposables	82.00
IVAC Pump	154.00
King-LTD	59.00
Mast Trousers	94.00
Out of Service Area	154.00
Oxygen Mask/Set Up	150.00
O.B. Kit	94.00
Poison Antidote Kit	75.00
Pulse Oximeter	94.00
Rapid Infusion Catheter	154.00
Sterile Water	30.00
Suction Equipment	19.00
Throplex Chest Drainage System	229.00
Ventilator	928.00



Visidex Strip / Reagent Strip	19.00
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**Medication**

Adenocard 12 mg	\$ 66.00
Amidate 2mg/ ml 20cc vial	41.00
Amiodarone	44.00
Aminophyllin	44.00
Aspirin	5.00
Atropine Sulfate	44.00
Benadryl	44.00
Brethine	44.00
Bretyol	82.00
Calcium Chloride	44.00
D5W 1,000 CC	66.00
Decadron	82.00
Demerol/Meperidine	44.00
Dextrose	50.00
Diltiazem	46.00
Dopamine	66.00
Epinephrine	44.00
Epinephrine 30mg	66.00
Fentanyl	46.00
Glucagon	229.00
Inderal (Propranolol)	44.00
Ipratropium Bromide	44.00
Isuprel	50.00
Ketamine Hcl, 10mg/ ml 20 ml vial	66.00
Ketorolac	66.00
Labetalol	66.00
Lasix	5.00
Lidocaine	44.00
Lidocaine, 20%	50.00
Lorazepam 2mgs	66.00
Magnesium Sulfate	44.00
Metoprolol	44.00
Morphine Sulfate	9.00
Narcan, 2mg	107.00
Nitro Tab	5.00
Nitroglycerin Injection	66.00
Nitrol Ointment	44.00
Nitropress	44.00
Normal Saline 1,000 cc	66.00
Phenylephrine	44.00
Ondansetron	46.00
Procainamide HCl	44.00
Promethazine	44.00
Albuterol (Nebulizer always used)	44.00
Racinephrine	44.00
Ranitidine	44.00
Ringers Lactate 1,000 cc	82.00
Sodium Bicarbs	50.00
Solu-Medrol 1 gram	66.00
Succinylcholine 20 mg	5.00
Thiamine	44.00
Toradol	22.00
Valium	44.00
Verapamil	44.00
Versed, 5mg/ ml 1 ml vial	33.00
Zemuron 10 mg/ ml 10ml vial	66.00



## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on January 3, 2017 at Kyle City Hall with the following persons present:

Mayor Todd Webster  
Mayor Pro Tem Damon Fogley  
Council Member Travis Mitchell  
Council Member Becky Selbera  
Council Member Shane Arabie  
Council Member David Wilson  
Council Member Daphne Tenorio  
James Earp, Assistant City Manager  
Lea Ream, City Attorney  
Bryan Korri, Assistant City Attorney  
Jerry Hendrix, Chief of Staff  
Jennifer Vetrano, City Secretary  
Grace Niño, Executive Assistant  
Leon Barba, City Engineer  
Perwez Moheet, Finance Director  
Kayleigh Soukup, IT Technician  
Kerry Urbanowicz, PARD Director  
Howard Koontz, Community Dev Director  
Jeff Barnett, Chief of Police  
Pedro Hernandez, Police Captain  
Jason Biemer, Div. Mgr. – Treatment Operations

Gene Harris  
Madison Inselmann  
Geoffrey Tahuahua  
Tony Spano  
Chad Durham

### I. Call Meeting To Order

Mayor Webster called the meeting to order at 7:00 p.m. Mayor Webster asked the secretary to call roll.

Present were: Mayor Webster, Council Member Mitchell, Council Member Selbera, Council Member Arabie, Council Member Wilson, Mayor Pro Tem Fogley, and Council Member Tenorio. A quorum was present.

### II. Approval of minutes

1. City Council Regular Meeting Minutes - December 6, 2016. ~ *Jennifer Vetrano, City Secretary*  
Item No. 1 Attachments
2. City Council Emergency Meeting Minutes - December 7, 2016. ~ *Jennifer Vetrano, City Secretary*  
Item No. 2 Attachments



## CITY COUNCIL MEETING MINUTES

January 3, 2017 – Page 2

Kyle City Hall

3. City Council Special Meeting Minutes - December 16, 2016. ~ *Jennifer Vetrano, City Secretary*  
Item No. 3 Attachments

Mayor Webster brought forward Item Nos. 1, 2, and 3.

Council Member Tenorio moved to approve minutes of the Regular December 6, 2016 meeting, the Emergency December 7, 2016 meeting, and the Special December 16, 2016 meeting. Mayor Pro Tem Fogley seconded the motion. All votes aye; motion carried 7-0.

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.

Mayor Webster opened citizen comments at 7:01 p.m.

Gene Harris was called to speak. He asked Council to look into placing a 3-way stop sign at Kyle Parkway and Dacy Lane due to increase in traffic flow in the area. Mayor Webster told Mr. Harris that staff would contact him due to a recent decision that Council would no longer make decisions on traffic control devices.

Madison Inselmann was called to speak regarding Item No. 23. He stated he would like to comment during that item's public hearing.

Geoffrey Tahuahua was called to speak regarding Item No. 23. He stated that he too was here for Item No. 23 and would like to register his position without testimony. He stated that he is here in support of Madison who is one of their members (of the Home Builders Association of Greater Austin).

Chief Barnett was called to speak. He gave a brief presentation about the police response for calls for service over the holiday weekend. He stated that from 6:00 p.m. on New Year's Eve until 6:00 a.m. the Police Department responded to 129 calls for services, 66 for fireworks and two that were called in as possible gun shots fired. Chief Barnett stated that is about twice the normal calls for service for a weekend night. He continued that from 6:00 a.m. Friday to 6:00 a.m. Monday there were 360 calls for service, 88 of those being fireworks related. He stated that comments on social media showed a belief that the police department were not responding to calls for service regarding fireworks. He stated each call was responded to. He spoke about the procedures for anonymous callers.

With no one else wishing to speak, and no objections to closing citizen comments, Mayor Webster closed citizen comments at 7:10 p.m.



## CITY COUNCIL MEETING MINUTES

January 3, 2017 – Page 3

Kyle City Hall

### IV. Consent Agenda

5. Authorize award and execution of a Purchase Order to TIBH INDUSTRIES, INC., Austin, Texas, in an amount not to exceed \$18,950.00, as the contractor for litter pick up and grass cutting on Interstate 35 using Easter Seals of Central Texas as the service provider. ~ *Kerry Urbanowicz, Director of Parks and Recreation*  
Item No. 5 Attachments
7. (Second Reading) An Ordinance amending the Code of Ordinances of the City of Kyle, Texas; amending Chapter 11 ("Business Regulations"), Article IV ("Peddlers, Solicitors and Vendors"); adding definitions; adding permitting requirements; altering permissible hours of operations; clarifying allowable items to be sold; altering permissible locations of operations; creating a food court land use and adding associated terms and provisions, and repealing conflicting provisions. ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning and Zoning Commission voted 5-1 to recommend approval.*  
Item No. 7 Attachments
12. Approve Supplement No. 4 to LJA ENGINEERING, INC., Austin, Texas, in an amount not to exceed \$32,460.00, for a total contract amount not to exceed \$713,834.34 for the purpose of providing design services necessary for the development of plans and specifications for the installation of a traffic signal at the intersection of Goforth Rd. and Bunton Creek Rd. ~ *Leon Barba, P.E., City Engineer*  
Item No. 12 Attachments
13. Approve Supplement No. 8 to FREESE AND NICHOLS, INC., Austin, Texas, in an amount not to exceed \$11,488.00 for a total contract amount of \$1,372,663.00 for the purpose of developing and revising documents requested by Union Pacific Railroad for the Quiet Zone improvements, roadway realignment options and providing additional waterline design services and documents necessary for the development of plans, specifications and estimates for the Burleson Street improvements. ~ *Leon Barba, P.E., City Engineer*  
Item No. 13 Attachments
14. A Resolution of the City Council of the City of Kyle, Texas accepting the Kensington Trails Subdivision Section 5D subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*  
Item No. 14 Attachments
17. Approve contract Task Order No. 4 to LJA ENGINEERING, INC., Austin, Texas, in an amount not to exceed \$148,097.50 for the purpose of providing engineering services for the Plum Creek Interceptor Phase 1 Improvements which replaces and upsizes an existing 12" wastewater line to an 18" wastewater line. ~ *Leon Barba, P.E., City Engineer*  
Item No. 17 Attachments

Mayor Webster asked if there were any items to be pulled from the Consent Agenda. Council Member Arabie pulled Item Nos. 4, 10, 11, and 15. Mayor Webster pulled Item No. 6. Council Member Tenorio pulled Item Nos. 8, 9, and 16. With no objections, Mayor Webster brought forward Item Nos. 5, 7, 12, 13, 14, and 17.



## CITY COUNCIL MEETING MINUTES

January 3, 2017 – Page 4

Kyle City Hall

Council Member Arabie moved to approve Consent Agenda Item Nos. 5, 7, 12, 13, 14, and 17. Mayor Pro Tem Fogley seconded the motion. All votes aye; motion carried 7-0.

4. Authorize award, which includes the trade in of a 2004 Chevrolet pickup, and execution of a Purchase Order to BOSSIER CHRYSLER DODGE JEEP RAM, Hillsboro, Texas, in an amount not to exceed \$19,400.00 for the 2017 Promaster City Tradesman Cargo Van.  
~ *Kerry Urbanowicz, Director of Parks and Recreation*  
Item No. 4 Attachments

Mayor Webster brought forward Item No. 4 for discussion and gave the floor to Council Member Arabie since he pulled the item. Mr. Urbanowicz presented the item.

Council Member Arabie moved to authorize award, which includes the trade in of a 2004 Chevrolet pickup, and execution of a Purchase Order to Bossier Chrysler Dodge Jeep Ram, Hillsboro, Texas, in an amount not to exceed \$19,400.00 for the 2017 Promaster City Tradesman Cargo Van. Council Member Wilson seconded the motion. All votes aye; motion carried 7-0.

6. Approve a Purchase Order to BROADCAST MICROWAVE SERVICES, Poway, California, a sole service provider, in an amount not to exceed \$13,077 for the purchase of four replacement in-car video systems for patrol and evidence collection purposes.  
~ *Jeff Barnett, Chief of Police*  
Item No. 6 Attachments

Mayor Webster explained that he pulled this item at the request of staff who was not ready to move forward with the item.

Mayor Webster moved to postpone Item No. 6. Council Member Wilson seconded the motion. All votes aye; motion carried 7-0.

8. (Second Reading) An Ordinance of the City of Kyle, Texas Code of Ordinances amending Chapter 5, Animals, Article III. Animal Protection and Article IX. Animal Care and Control; providing a repealing clause; providing a savings clause; providing a severability clause; providing for publication; and setting an effective date. ~ *Jeff Barnett, Chief of Police*  
Item No. 8 Attachments

Mayor Webster brought forward Item No. 8 for discussion and gave the floor to Council Member Tenorio since she pulled the item. She stated that a clarification may be needed in 5-77 for trapping and shooting, she would like rodents clarified and defined. Council Member Mitchell stated people should be able to trap on their own property.

Council Member Tenorio moved to postpone Item No. 8 until a text amendment can be provided by staff regarding the definition of rodents. Council Member Arabie seconded the motion. All votes aye; motion carried 7-0.



## CITY COUNCIL MEETING MINUTES

January 3, 2017 – Page 5

Kyle City Hall

9. (Second Reading) An Ordinance amending the City's Approved Budget for Fiscal Year 2016-17 (Budget Amendment No. 2) by increasing total appropriations for expenditures in the General Fund by \$270,000 and decreasing the fund balance in the General Fund by the same amount in order to provide funding for a preliminary engineering study to relocate the rail siding operated by the Union Pacific Railroad Company in Kyle, Texas. ~ *Perwez A. Moheet, CPA, Director of Finance*  
Item No. 9 Attachments

Mayor Webster brought forward Item No. 9 for discussion and gave the floor to Council Member Tenorio since she pulled the item. She stated that she pulled the item in order to vote against it.

Council Member Mitchell moved to approve an Ordinance amending the City's Approved Budget for Fiscal Year 2016-17 (Budget Amendment No. 2) by increasing total appropriations for expenditures in the General Fund by \$270,000 and decreasing the fund balance in the General Fund by the same amount in order to provide funding for a preliminary engineering study to relocate the rail siding operated by the Union Pacific Railroad Company in Kyle, Texas. Council Member Wilson seconded the motion. Motion carried 6-1 with Council Member Tenorio dissenting

10. Approve the preliminary plan for Plum Creek Phase 1, Section 4B (PP-16-002) 3.828 acres; 40 single family lots located on the east corner of Fairway and Hartson. ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning & Zoning Commission voted 7-0 to recommend approval of the preliminary plan.*  
Item No. 10 Attachments

Mayor Webster brought forward Item No. 10 for discussion and gave the floor to Council Member Arabie since he pulled the item. Council Member Arabie stated his opposition to the item because of the number of homes in the space, and limited parking, and fire safety. He also took issue with the small radius of the cul-de-sac. Mr. Koontz stated that the plan is code compliant. Mayor Webster asked Tony Spano to speak on this item. He stated residents' garages are intended for parking in this area and not intended for storage. He stated the HOA has the right to perform inspections for compliance. Mr. Spano continued that these homes will have extended driveways for the purpose of parking additional cars. He stated that it is an alley-load garage and that they met with Engineering, Public Works and the Fire Department and made some adjustments based on the feedback, including modifications to the cul-de-sac, which replaced a dead-end hammerhead style back of the alley. He stated that initially this was platted in 2005 or 2006, but in 2012, a realization was made that there was an issue with the plat due to the proximity to the golf course. This resulted in a redesign of the area and a relocation of Hole 4. Mr. Spano continued that these homes will not be the courtyard style that face each other, but rather they face open space or the golf course. He said these homes are under the R-2 zoning.

Council Member Tenorio moved to approve the preliminary plan for Plum Creek Phase 1, Section 4B (PP-16-002) 3.828 acres; 40 single family lots located on the east corner of Fairway and Hartson. Council Member Wilson seconded the motion.



## CITY COUNCIL MEETING MINUTES

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Kyle City Hall

There was discussion on the motion. Council Member Mitchell offered support for the work, specifically the requirement for garage parking.

Mayor Webster called for a roll call vote. Mayor Webster voted aye, Council Member Tenorio voted aye, Mayor Pro Tem Fogley voted aye, Council Member Mitchell voted aye, Council Member Selbera voted aye, Council Member Arabie voted nay, and Council Member Wilson voted aye. Motion carried 6-1.

11. Approve the final plat for Plum Creek Phase 1, Section 4B (FP-16-011) 3.828 acres; 40 single family lots located on the east corner of Fairway and Hartson. ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning & Zoning Commission voted 7-0 to recommend approval of the final plat.*  
Item No. 11 Attachments

Mayor Webster brought forward Item No. 11, and Council Member Arabie stated that he pulled it due to the same objection as the previous discussion.

Council Member Wilson moved to approve the final plat for Plum Creek Phase 1, Section 4B (FP-16-011) 3.828 acres; 40 single family lots located on the east corner of Fairway and Hartson. Mayor Pro Tem Fogley seconded the motion.

Mayor Webster called for a roll call vote per request of Council Member Arabie. Mayor Pro Tem Fogley voted aye, Council Member Wilson voted aye, Council Member Selbera voted aye, Council Member Mitchell voted aye, Council Member Arabie voted nay, Council Member Tenorio voted aye, and Mayor Webster voted aye. Motion carried 6-1.

15. A Resolution of the City Council of the City of Kyle, Texas accepting the Bunton Creek, Phase 2A subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*  
Item No. 15 Attachments

Mayor Webster brought forward Item No. 15 for discussion and gave the floor to Council Member Arabie since he pulled the item. Council Member Arabie asked Mr. Barba whether the property is under the City's old zoning requirements. Mr. Barba stated that a previous City Attorney had issued an opinion in April of 2014 regarding this subdivision and its vested rights due to acceptance by Hays County. Council Member Arabie stated his question relates to how many other platted but undeveloped properties there are under the old ordinances. Assistant City Manager James Earp stated that the lot widths were determined by the settlement agreement with the City. At the time of the platting, the development should have been platted through both the City and the County, but it only went through the County and was going to be a mobile home park. He stated that he is unsure that the old ordinances would apply to this particular arrangement with the lot widths and street design. Mr. Earp continued that to answer Council Member Arabie's question, anything platted prior to Sunset Hills and Meadows of Kyle, around 2006 or 2007 was under the old ordinances. He roughly estimated 1000 lots still under the old code. Council Member Mitchell asked whether we are required by law to approve this. Mr.



## CITY COUNCIL MEETING MINUTES

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Kyle City Hall

Earp stated that if it is in compliance with our approved ordinances or the settlement agreement we are obligated to approve.

Council Member Tenorio moved to approve a Resolution of the City Council of the City of Kyle, Texas accepting the Bunton Creek, Phase 2A subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. Council Member Arabie seconded the motion. All votes aye; motion carried 7-0.

16. Interlocal Agreement between the City of Kyle, the City of San Marcos, and the Hays Caldwell Public Utility Agency For The Blanco Basin Wastewater Treatment Feasibility Study. ~ *Jason Biemer, Division Manager - Treatment Operations*  
Item No. 16 Attachments

Mayor Webster brought forward Item No. 16 for discussion and gave the floor to Council Member Tenorio since she pulled the item. She asked Jason Biemer, Division Manager - Treatment Operations, under what CCN the wastewater for this item is currently under. Mr. Biemer stated the majority of the area is not currently covered by any CCN. She asked what the direct benefit of the study is. Mr. Biemer stated that the purpose is to evaluate whether a regional plant could move forward there, and if it could, there could be some long-term benefits to the City, San Marcos, HCPUA and other member groups.

Council Member Wilson moved to approve an Interlocal Agreement between the City of Kyle, the City of San Marcos, and the Hays Caldwell Public Utility Agency for the Blanco Basin Wastewater Treatment Feasibility Study. Council Member Selbera seconded the motion.

There was discussion on the motion. Council Member Tenorio asked whether Council Member Wilson can make the motion since he is the Chair of the Board of Directors for the HCPUA. City Attorney Lea Ream stated that yes, he can vote both on the Council and on the HCPUA because his position on the HCPUA is due to his position on the City Council.

Council Member Wilson stated that this item is for the good of the whole, and this is an opportunity to work regionally to save money. Mayor Webster offered support for the item based on a need for infrastructure improvements and wastewater solutions. He stated this is a first step to explore opportunities to work collaboratively with our neighbors to save resources.

All votes aye; motion carried 7-0.

### V. Consider and Possible Action

18. (First Reading) Approve an Ordinance adopting the land use assumptions, capital improvements plan, and establishing an updated water impact fee totaling \$3,535 per living unit equivalent (LUE) and an updated wastewater impact fee totaling \$2,826 per LUE, amending Ordinance No. 298-2, and establishing an effective date. ~ *Perwez A. Moheet, CPA, Director of Finance*

- PUBLIC HEARING

Item No. 18 Attachments



## CITY COUNCIL MEETING MINUTES

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Kyle City Hall

Mayor Webster brought forward Item No. 18 for discussion. Mr. Moheet presented the item and introduced HDR Engineering as the City's consultant who performed the study for questions if necessary.

Council Member Selbera left the dais at 7:57 p.m.

Mayor Webster opened the public hearing at 7:58 p.m. With no one wishing to speak, Mayor Webster closed the public hearing at 7:59 p.m.

Council Member Wilson moved to approve an Ordinance adopting the land use assumptions, capital improvements plan, and establishing an updated water impact fee totaling \$3,535 per living unit equivalent (LUE) and an updated wastewater impact fee totaling \$2,826 per LUE, amending Ordinance No. 298-2, and establishing an effective date. Mayor Pro Tem Fogley seconded the motion.

There was discussion on the motion. Council Member Mitchell stated that impact fees are a very appropriate way to pay for the improvements to the infrastructure. Council Member Arabia stated that these fees are for the expansion of the trunk lines to the treatment plant and not for the lines to each individual homeowner. He continued that the fee is for the infrastructure to be improved.

Motion carried 5-1 with Council Member Tenorio dissenting. Council Member Selbera was absent for the vote.

19. (First Reading) An Ordinance of the City of Kyle, Texas, amending the City of Kyle, Texas Code of Ordinances; amending Part II, Chapter 41, Article V, Section 41-147 Park Land Dedication, (a) Definition of Hike and Bike Trail; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clause; and providing for related matters. ~ *Kerry Urbanowicz, Director of Parks & Recreation*  
Item No. 19 Attachments

Mayor Webster brought forward Item No. 19 for discussion. Mr. Urbanowicz presented the item.

Council Member Selbera returned to the dais at 8:05 p.m.

Council Member Tenorio moved to approve an Ordinance of the City of Kyle, Texas, amending the City of Kyle, Texas Code of Ordinances; amending Part II, Chapter 41, Article V, Section 41-147 Park Land Dedication, (a) Definition of Hike and Bike Trail; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clause; and providing for related matters. Council Member Arabia seconded the motion. All votes aye; motion carried 7-0.

20. (First Reading) An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 52.990 acres of land from Single Family Residential-2 'R-1-2' to Single Family Detached Residential 'R-1-A' for property located on the north side of Bebee Road, 1/4 mile west of Dacy Lane, in Hays County, Texas.



## CITY COUNCIL MEETING MINUTES

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Kyle City Hall

(The Meadows at Kyle II, Ltd. - Z16-009). ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to postpone recommendation until the January 10th P&Z meeting.*

- PUBLIC HEARING

Item No. 20 Attachments

Mayor Webster announced that Agenda Items 20, 21, and 22 need to be postponed until they can be considered by the Planning & Zoning Commission; however, they have Public Hearings which will be opened and left pending. He then brought forward Item No. 20. Mayor Webster opened the public hearing at 8:12 p.m. With no one wishing to speak, Mayor Webster left the public hearing pending.

Mayor Pro Tem Fogley moved to postpone action on Item No. 20 until January 17, 2017. Council Member Wilson seconded the motion. All votes aye; motion carried 7-0.

21. (First Reading) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 68.5 acres of land from Single Family Residential-2 "R-1-2" and rezone approximately 10.38 acres of land from Central Business District-1 "CBD-1" to Single Family Detached Residential "R-1-A" for property located on the west side of Scott Street at W. Third Street, in Hays County, Texas. (Blanton Family Limited Partnership - Z-16-010). ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning and Zoning Commission voted 6-0 to postpone recommendation until the January 10th P&Z meeting.*

- PUBLIC HEARING

Item No. 21 Attachments

Mayor Webster brought forward Item No. 21. Mayor Webster opened the public hearing at 8:13. With no one wishing to speak, Mayor Webster left the public hearing pending.

Council Member Wilson moved to postpone action on Item No. 21 until January 17, 2017. Council Member Tenorio seconded the motion. All votes aye; motion carried 7-0.

22. (First Reading) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 7.26 acres of land from Single Family Residential "R-1" to Single Family Detached Residential "R-1-A" for property located on the southwest corner of Zapata Street and W. Hays Street, in Hays County, Texas. (Thomas Kaminski - Z-16-011). ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning and Zoning Commission voted 6-0 to postpone recommendation until the January 10th P&Z meeting.*

- PUBLIC HEARING

Item No. 22 Attachments



## CITY COUNCIL MEETING MINUTES

January 3, 2017 – Page 10

Kyle City Hall

Mayor Webster brought forward Item No. 22. Mayor Webster opened the public hearing at 8:14. With no one wishing to speak, Mayor Webster left the public hearing pending.

Council Member Tenorio moved to postpone action on Item No. 22 until January 17, 2017. Council Member Wilson seconded the motion. All votes aye; motion carried 7-0.

23. Consider amendments to the City of Kyle Code of Ordinances, Chapter 53, Zoning: specifically, Article I, Section 53-5 (Definitions); and Article II, Division 1, Section 53-33 (General Requirements and Limitations); and Article II, Divisions 2, 3, 4 and 5, as well as creating a new division and re-numbering existing divisions; and prior Ordinance 824 (Providing standards for determining a front wall for the purposes of establishing garage setback). ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning and Zoning Commission voted 6-0 to recommend approval with the condition outlined in staff memo.*

- PUBLIC HEARING

Item No. 23 Attachments

Mayor Webster brought forward Item No. 23 for discussion. Mr. Koontz presented the item.

Mayor Webster opened the public hearing at 9:05 p.m.

Geoffrey Tahuahua, Vice President of Public Policy of Home Builders Association of Greater Austin, registered his position in favor of the Ordinance without giving testimony.

Madison Inselmann with Scott Felder Homes, representing Cypress Forest, expressed gratitude for the opportunity to give input in this issue through City Staff, City Council and Planning & Zoning. He stated that his company's goals are in line with the stated goals of the city - aesthetic housing, diversified housing stock, non-garage-dominated homes. His company invested in the community recognizing the underserved market of luxury and move-up homes in Kyle. He stated that the result of this ordinance is a productive and progressive step forward for the housing stock in Kyle. Mr. Inselmann provided some examples of floor plans that they generally offer that are not permitted through the ordinance, and spoke about impervious coverage requirements that cause issues with side-loading garages.

Chad Durham, Division President with David Weekly Homes approached the podium to speak. He stated that in an upscale community you do not see the cars parked like Walmart, according to Council Member Mitchell's statement earlier. He said on the platting side is where the City would get the biggest bang for your buck. There is more cost to the development side for a rear loading driveway/garage, so he said he would like to see incentives to the developer, perhaps by making impervious coverage requirements less restrictive with the caveat of designing the home in a certain fashion. Mr. Durham continued that incentives towards developers who are platting alley-load communities would enable them to sell to builders that can reach that market. He said builders are not building the cheapest thing, but rather they build to the market.



## CITY COUNCIL MEETING MINUTES

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Kyle City Hall

With no one else wishing to speak, and no objections to closing the public hearing, Mayor Webster closed the public hearing at 9:14 p.m.

Mayor Webster moved to approve amendments to the City of Kyle Code of Ordinances, Chapter 53, Zoning: specifically, Article I, Section 53-5 (Definitions); and Article II, Division 1, Section 53-33 (General Requirements and Limitations); and Article II, Divisions 2, 3, 4 and 5, as well as creating a new division and re-numbering existing divisions; and prior Ordinance 824. Council Member Arabie seconded the motion.

Mayor Webster called for a roll call vote. Council Member Arabie voted aye, Council Member Selbera voted aye, Council Member Mitchell voted nay, Mayor Pro Tem Fogley voted aye, Mayor Webster voted aye, Council Member Wilson voted aye, and Council Member Tenorio voted nay. Motion carried 5-2.

24. Approve a two-year renewal to Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service franchise to provide non-emergency and rollover emergency ambulance services within the boundaries of the City of Kyle, Texas. ~ *J. Scott Sellers, City Manager*  
Item No. 24 Attachments

Mayor Webster brought forward Item No. 24 for discussion. Mr. Earp presented the item.

Council Member Tenorio moved to approve a two-year renewal to Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service franchise to provide non-emergency and rollover emergency ambulance services within the boundaries of the City of Kyle, Texas. Council Member Arabie seconded the motion. All votes aye; motion carried 7-0.

### VI. City Manager's Report

25. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*  
Item No. 25 Cover Sheet

There was no report. Mr. Earp asked Mayor Webster to clarify on the 7-0 vote on agenda item no. 19. Mayor Webster asked if there were any objections to having it finally passed. There were none. Item No. 19 was considered finally passed. Mayor Webster asked for an estimated time on the completion of Goforth and the extension. City Engineer Leon Barba stated the intersection of Brent and Goforth is expected within two weeks. He stated the extension progress is about two months into the four months estimated. Mayor Pro Tem Fogley asked when the businesses will have access at 700 Goforth Rd. Mr. Barba estimated two to three months.

### VII. Executive Session

26. 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



## CITY COUNCIL MEETING MINUTES

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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.
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
    - Contract of City Manager, Scott Sellers
  4. Economic Development negotiations pursuant to Section 551.087.
- Item No. 26 Cover Sheet

Council Member Wilson moved to convene into executive session. 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: Personnel matters pursuant to Section 551.074 - Contract of City Manager, Scott Sellers. Mayor Pro Tem Fogley seconded the motion.

Council Member Arabie left the dais at 9:20 p.m. All votes aye; motion carried 6-0. Council Member Arabie was absent for the vote, but he did participate in Executive Session. The City Council convened into Executive Session at 9:21 p.m.

27. Take action on items discussed in Executive Session.  
Item No. 27 Cover Sheet

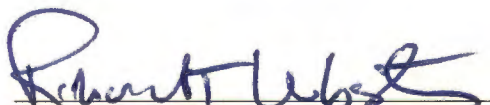
Council Member Tenorio moved to reconvene into open session. Council Member Wilson seconded the motion. All votes aye; motion carried 6-0.

Council Member Arabie was absent for the vote. The City Council reconvened into Open Session at 10:15 p.m. Mayor Webster stated that a new contract will be made available to the public; his goal is before the next agenda is posted, although it needs some editing by the City Attorney. Council Member Arabie returned to the dais at 10:15 p.m. Mayor Webster announced that no action took place in Executive Session and no action will be taken now.

## VIII. ADJOURN

Council Member Wilson moved to adjourn. Council Member Selbera seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 10:16 p.m.

  
R. Todd Webster, Mayor



CITY COUNCIL MEETING MINUTES

January 3, 2017 – Page 13

Kyle City Hall



Attest: Jennifer A. Vetrano, City Secretary





November 28, 2018

Mr. J. Scott Sellers, City Manager  
City of Kyle  
100 W. Center Street  
P.O. Box 40  
Kyle, TX 78640

RE: Acadian Ambulance Service Franchise Renewal Request

Dear Mr. Sellers:

On behalf of the more than 4,200 employee-owners of Acadian Ambulance Service, I would like to express my appreciation to you for allowing our company to handle non-emergency ambulance transports originating within the City of Kyle. Acadian was graciously granted a non-emergency ambulance franchise extension in January 2017 and next year will mark our four-year anniversary of operations in the City of Kyle. It is our hope that the level of service we have provided has met the expectations of the facilities and the public.

According to the franchise document, Section 4 – Term of Agreement, the option to renew must be approved by city officials. My company is very interested in renewing the agreement and continuing to provide non-emergency ambulance transportation to Kyle residents and the facilities within the city.

Please let me know if additional information is needed for Acadian to be considered for this renewal. I look forward to your response and the ability to continue our partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Troy Mayer', is written over a light blue rectangular background.

Troy Mayer  
Regional Vice President  
Acadian Ambulance Service

An **Acadian** company

4100 ED BLUESTEIN BLVD., SUITE 100 | AUSTIN, TEXAS 78721 | [www.Acadian.com/TEXAS](http://www.Acadian.com/TEXAS)

Item # 20





# CITY OF KYLE, TEXAS

## San Marcos Regional Animal Shelter ILA

**Meeting Date: 2/19/2019**  
**Date time: 7:00 PM**

**Subject/Recommendation:** [Tabled 1/15/2019] Interlocal Agreement between the City of San Marcos and the City of Kyle for the provision of Animal Shelter Services. ~ *Jeff Barnett, Chief of Police*

### **Other Information:**

### **Legal Notes:**

### **Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ ILA - Kyle Regional Animal Shelter



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SAN MARCOS AND THE CITY OF KYLE  
FOR THE PROVISION OF ANIMAL SHELTER SERVICES**

The City of San Marcos ("San Marcos") and the City of Kyle ("Kyle"), hereinafter referred to as the "Parties", enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, for the provision of animal shelter services through the City of San Marcos Animal Shelter (the "Shelter"). This Agreement is effective upon the approval of the governing bodies of each entity and execution by their representatives.

The San Marcos Animal Services Division currently operates and maintains a regional animal shelter. The mission of the San Marcos Animal Services Division, in collaboration with its community partners and animal advocate groups, is to care for, protect, and find quality homes for abandoned and neglected animals, aid in the reduction of pet overpopulation, and provide community education for the mutual benefit of animals and people. San Marcos is currently developing a comprehensive plan to implement a five-year plan to move toward increasing the live outcome rate at the animal shelter.

**SECTION 1. SCOPE OF SERVICES**

**A. The City of San Marcos agrees to:**

1. Designate the Director of Neighborhood Enhancement as the San Marcos representative in all matters related to this Agreement;
2. Maintain the Shelter as a State approved rabies quarantine facility;
3. Receive and shelter animals delivered from Kyle as of the effective date of this Agreement. San Marcos will not provide animal control services to Kyle. The Shelter does not accommodate livestock;
4. Provide a quarterly sheltering report to Kyle;
5. Affirm Kyle's appointment of a representative to the San Marcos Animal Shelter Advisory Committee;
6. Hold animals received by Kyle in accordance with Kyle's laws and regulations, as amended, regarding animal control and sheltering services. Once the applicable hold period has expired animals received from Kyle become the property of San Marcos. The Shelter will accept animals from Kyle during normal business hours, 8:00 a.m. until 5:00 p.m., Monday through Friday and from 11:30 a.m. until 4:30 p.m. on Saturdays. In addition Kyle will have access to the Shelter after regular business hours through the sally port or other means made available by the shelter. In addition, San Marcos will assess and retain fees for the reclamation of any animal accepted from Kyle and impounded by the Shelter;
7. Provide access to web-based shelter software and San Marcos sponsored internal training opportunities to the Kyle Animal Control Officer(s) (costs for outside training opportunities are not included in this Agreement).

**B. The City of Kyle agrees to:**

1. Designate the City of Kyle Chief of Police as Kyle's representative in all matters related



- to this Agreement;
2. Appoint a representative to the San Marcos' Animal Shelter Advisory Committee;
  3. Pay San Marcos \$141,881 for the provision of its core services upon execution of this Agreement. Costs payable to San Marcos include all personnel, operating and maintenance and facility use charges. This amount does not cover extraordinary animal services such as a case of animal cruelty involving ten or more animals. Kyle will be required to cover the costs of any such animal-related case;
  4. Fully comply with the policies and guidelines of the Shelter as they now exist and as they may be amended from time to time as well as any State law or agency rule governing the treatment of animals. Any noncompliance with the Shelter's Operating Procedures may result in termination of this Agreement.
  5. The base fee of this agreement provides for the impoundment or intake of dogs and cats not to exceed a combined total of 1,450 animals in a single fiscal year. Additional animals will be received at an additional cost of \$50.00 per animal.

## **SECTION 2. TERM**

The term of this Agreement will commence upon approval of both the City of San Marcos City Council and the City of Kyle City Council and execution by their representatives. The Parties acknowledge that San Marcos is currently reviewing and studying its animal services efforts and the Parties anticipate negotiating a new long-term agreement over the next year. This Agreement will extend until a new Agreement is executed. The fee paid to the City of San Marcos will be pro-rated based on the annual basic payment amount should the Agreement extend past the current Fiscal Year.

## **SECTION 3. INDEMNIFICATION**

To the extent allowed under applicable law, Kyle agrees to hold harmless, indemnify and defend San Marcos and its employees, agents, officers and servants from and against any and all lawsuits claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the Kyle, its officers, employees or agents with respect to the pick-up and delivery of animals to the Shelter.

Respectively, to the extent allowed under applicable law, San Marcos agrees to hold harmless, indemnify and defend Kyle and their employees, agents, officers and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of San Marcos, its officers, employees or agents with respect to the care and disposition of any animal delivered by Kyle to San Marcos for care in the Shelter.

## **SECTION 4. MISCELLANEOUS PROVISIONS**

- A. Interlocal Cooperation:** San Marcos and Kyle agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.
- B. Funding:** San Marcos and Kyle acknowledge that funding under this Agreement will be made from current revenues available to each party for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Neither party can guarantee the availability of funds, and each enters into this Agreement only to the extent such funds are made available. Neither party will have



recourse against the other for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for both Kyle and San Marcos extends from October 1st of each calendar year to September 30th of the following calendar year.

- C. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both parties. Neither party may assign this Agreement without the written consent of the other party.
- D. Interpretation:** The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.
- E. Invalid Provisions:** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- F. Applicable Law:** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.
- G. Public Information Act:** Each party understands that the other is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act. Neither party will make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the approval of the other party.
- H. Termination:** Either party may terminate this Agreement for convenience and without cause by giving the other party a 30 day advance written notice of its intent to terminate or to not renew.
- I. Binding Effect:** This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the parties hereto.

This Agreement was approved by the San Marcos City Council on December 12, 2018.

Executed by:

**CITY OF SAN MARCOS**

**CITY OF KYLE**

\_\_\_\_\_  
Bert Lumbreras, City Manager

\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_





# CITY OF KYLE, TEXAS

## Ethics Code

Meeting Date: 2/19/2019

Date time: 7:00 PM

**Subject/Recommendation:** Discussion on City's Ethics Code with regard to creating a provision for the City Council to authorize employees to represent the City at sponsored events. ~ *J. Scott Sellers, City Manager*

**Other Information:** Sec. 2-254. - Travel reporting requirements.

(a) Any persons listed in subsection (b) of this section who, in connection with his or her official duties, accepts a trip or excursion involving the gratuitous provision of transportation, accommodations, entertainment, meals, or refreshments paid for by a person or entity other than a public agency must file with the city secretary, before embarking on the travel, a disclosure statement identifying:

- (1) The name of the sponsor;
- (2) The places to be visited; and
- (3) The purpose and dates of the travel.

(b) The following persons are required to report under this section: the mayor, members of the city council, municipal court judges and magistrates, city manager, city secretary, assistant city managers, and all department heads. Acceptance of a trip or excursion by an individual listed above other than the mayor or a member of the city council must receive prior written approval of the city manager.

( Ord. No. 961 , § 2(Exh. 1, Pt. F, § 4), 8-22-2017)

[https://library.municode.com/tx/kyle/codes/code\\_of\\_ordinances?nodeId=PTIICOR\\_CH2AD\\_ARTIVOFEM\\_DIV2COET\\_SDVIFIDI\\_S2-254TRRERE](https://library.municode.com/tx/kyle/codes/code_of_ordinances?nodeId=PTIICOR_CH2AD_ARTIVOFEM_DIV2COET_SDVIFIDI_S2-254TRRERE)

Sec. 2-173. - Gifts.

(a) General rule.

(1) A city officer or employee shall not solicit, accept, or agree to accept any gift or benefit for himself or herself or his or her business: a. That reasonably tends to influence or reward official conduct; or b. That the officer or employee knows or should know is being offered with the intent to influence or reward official conduct.

(2) A city officer or employee shall not accept, or agree to accept any gift or benefit, save and except for items or meals received that are of nominal value.

(3) A city officer or employee shall not solicit any gift or benefit in conjunction with city business.

(b) Special applications. Subsections (a)(1) and (a)(2) do not include:

(1) A gift to a city officer or employee relating to a special occasion, such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that is commensurate

with the occasion and the relationship between the donor and recipient;

(2) Reimbursement of reasonable travel-related expenses authorized in accordance with city policies;

(3) A public award or reward for meritorious service or professional achievement, provided that the award or reward is reasonable considering the occasion;



- (4) A loan from a lending institution made in its regular course of business on the same terms generally available to the public;
- (5) A scholarship or fellowship awarded on the same terms and based on the same criteria that are applied to other applicants;
- (6) Admission to an event in which the city officer or employee is participating in connection with official duties;
- (7) Any solicitation for civic or charitable causes;
- (8) Admission to an event in which the city officer or employee is participating in connection with his or her spouse's position;
- (9) Ceremonial and protocol gifts presented to city officers from other governmental entities and accepted for the City of Kyle;
- (10) Admission to a widely attended event, such as a convention, conference, symposium, forum, panel discussion, dinner, viewing, reception or similar event, offered by the sponsor of the event, and unsolicited by the city officer or employee, if: a. The officer or employee participates in the event as a speaker or panel participant by presenting information related to matters before the city; or b. The officer or employee perform a ceremonial function appropriate to that individual's position with the city; or c. Attendance at the event is appropriate to the performance of the official duties or representative function of the officer or employee;
- (11) Admission to a charity event provided by the sponsor of the event, where the offer is unsolicited by the city officer or employee; or
- (12) Admission to a training or education program, including meals and refreshments furnished to all attendees, if such training is related to the officer or employee's official duties.

(c) Campaign contribution exception. The general rule stated in subsection (a) does not apply to a campaign contribution made pursuant to the Texas Election Code.

(d) Gifts to closely related persons. A city officer or employee shall: (1) Take reasonable steps to persuade a parent, spouse, child, or other relative within the second degree of consanguinity or affinity, or an outside business associate not to solicit, accept, or agree to accept any gift or benefit; that reasonably tends to influence or reward the city officer's or employee's official conduct, or not accept any gift that the officer or employee knows or should know is being offered with the intent to influence or reward the city officer's or employee's discharge of official duties.

If a city officer or employee required to file a financial disclosure report under this ethics code knows that a gift or benefit meeting the requirements of this rule has been accepted and retained by a person identified in subsection (d)(1) of this rule, the officer or employee shall promptly file a report with the city secretary's office disclosing the donor, the value of the gift or benefit, the recipient, and the recipient's relationship to the officer or employee filing the report.

( Ord. No. 961 , § 2(Exh. 1, Pt. B, § 3), 8-22-2017)

[https://library.municode.com/tx/kyle/codes/code\\_of\\_ordinances?](https://library.municode.com/tx/kyle/codes/code_of_ordinances?nodeId=PTIICOR_CH2AD_ARTIVOFEM_DIV2COET_SDIIPROFEM_S2-173GI)

[nodeId=PTIICOR\\_CH2AD\\_ARTIVOFEM\\_DIV2COET\\_SDIIPROFEM\\_S2-173GI](https://library.municode.com/tx/kyle/codes/code_of_ordinances?nodeId=PTIICOR_CH2AD_ARTIVOFEM_DIV2COET_SDIIPROFEM_S2-173GI)

## City of Kyle Personnel Manual

### Article 13. Travel Expense Reimbursement Policy

#### Section 13.01. General.

Employees and/or officials of the City shall be eligible to travel as needed and/or required in the performance of their jobs, maintenance of related professional certifications, and general representation of the City of Kyle.

Incurred expenses for travel meeting the requirements outlined in this section may be covered by the City either by reimbursement to the employee if paid in advance by the employee, city purchasing card, city advancement of funds to the employee, or other method as approved in advance by the city manager or his designee.



--- 6 ---

Total expenditures incurred by the City for travel expenses as defined under this Section must be approved and properly accounted for within the Annual Operating Budget; and in conformity with operating procedures for same. All travel will be booked through a central travel desk as assigned by the City Manager.

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ MEMO Ethics Policy Agenda Item



## MEMO

### Agenda Item #22

This agenda item seeks to clarify the city's ethics policy as it relates to travel/training and gifts for city employees. From time to time city staff is asked to present at conferences, attend trainings, etc. that aren't directly city-sponsored and at times have little to do with the city.

In the past several months staff has again encountered two separate requests to attend events that are not city-sponsored.

The first instance was for one of our police officers. AT&T sponsored a sporting event in which first responders from several governmental entities competed. One of our officers was invited to participate on one of the teams. As part of the sponsorship, the team members received transportation, lodging, meals, a uniform, and tickets to a Dallas Cowboys football game. Also, the sporting event was filmed and used in a "sizzle reel" which AT&T is using for PR purposes to promote its support of first responders.

The Kyle Ethics ordinance prohibits a city employee from accepting a gift or benefit from an entity doing business with the city. There are definitions of gift, and there are exceptions to this section. The City uses AT&T's services for its SCADA system (about \$300/month) and the PD uses AT&T services at about \$650/month. However, this officer does not have any part of the decision-making process.

The second instance is concerning an administrative employee that has been asked to present a topic to a Washington D.C. think-tank in March. The topic relates to emerging local government leaders and higher education institutions. While this topic doesn't necessarily relate to the City of Kyle, it does bring prestige to the city. The organization is providing travel/lodging/meals for the event. There may be a few incidentals that are not covered.

The facts of this case are similar to the first, except that the nonprofit group is not a vendor. City Ethics Policy sections 3(b)(2), (6), and (10) are relevant to this discussion, but don't cover hotel and travel. The travel policy allows for the City Manager to authorize reimbursement of travel expenses not listed, but doing so would need to be consistent with the Ethics Policy.

The city's ethics counsel, Monte Akers, was consulted for the first item. His response, in part, is below:

"This type of situation was not what the drafters of the ethics ordinance were attempting to prevent or control. The City uses AT&T services, but AT&T is not likely to be competing for any city contracts or hoping to influence anyone with the city in connection with its the sporting event. Similarly, the police officer is not likely to be in a position to influence any city action related to AT&T even if he or she wanted to do so. Additionally, AT&T is providing the "gifts" to the city on a team basis rather than to any specific employee, (and other cities are probably allowing their police officers to participate fully)... while I do not believe this was the type of situation the drafters of the ethics ordinance intended to prevent, I do not see a clear exception or special application that furnishes a green light to the police officer's unrestricted participation."

Mr. Akers concluded with the following recommendations:



- a. Decide that the police officer may participate but only if he/she does not accept, or must pay for, any meals, lodging, transportation, uniform, (and, if necessary, the football game tix), that are not “nominal” in value.
- b. Place this on the Council’s agenda for consideration, whereby the Council may decide that (i) AT&T is not giving a gift to an individual employee but is sponsoring the equivalent of a charitable event and donating to the City instead; (ii) a public purpose is involved e.g. employee e and the honoring of first responders, so that the City or Police dept. may pick up the cost of the items the other officers are getting from AT&T; (iii) the officer’s participation is not appropriate and is not allowed; (iv) the approach in 4 a above is appropriate; or the ethics ordinance should be amended to address this type of situation; or
- c. Use this fact situation as one justifying an advisory opinion from the Ethics Compliance Officer. I may regret saying this later, but my gut feeling is that the advantages of participation, the lack of “evil to be prevented”, and the distinctions between this situation, the type of issues the ethics ordinance was drafted to prevent, and particularly the fact that AT&T is essentially making a donation rather than bestowing a gift, would lead me to conclude that the officer’s participation is consistent with his employment and does not constitute a prohibited gift.

In the first scenario the officer ultimately did play in the game but stayed with a relative in the area. However, staff does agree with Mr. Akers’ ultimate assessment that “the officer’s participation is consistent with his employment and does not constitute a prohibited gift.”

This second scenario, being similar to the first and closely encountered in the past, is the reason for this agenda item. Staff is seeking clarification for these types of outside opportunities that don’t directly conflict with the city’s Ethics Policy.





# CITY OF KYLE, TEXAS

## Hotel Occupancy Tax Legislation

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Resolution in support of Hotel Occupancy Tax Legislation. ~ *J. Scott Sellers, City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Council travel/training

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Council travel/training. ~ *Daphne Tenorio, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ Report - Council Budget FY 2019





Kyle, TX

# Budget Report Account Summary

For Fiscal: 2018-2019 Period Ending: 02/28/2019

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 1100 - General Fund</b>								
<b>Expense</b>								
<b>Department: 10000 - Mayor &amp; Council</b>								
<b>Category: 51 - Personnel Services</b>								
<u>1100-10000-511130</u>	Temporary/Seasonal Wages	9,600.00	9,600.00	600.00	2,850.00	0.00	6,750.00	70.31 %
<u>1100-10000-511410</u>	FICA/Social Security	734.00	734.00	45.91	218.05	0.00	515.95	70.29 %
<u>1100-10000-511430</u>	State Unemployment Taxes	10.00	10.00	0.00	0.00	0.00	10.00	100.00 %
<b>Category: 51 - Personnel Services Total:</b>		<b>10,344.00</b>	<b>10,344.00</b>	<b>645.91</b>	<b>3,068.05</b>	<b>0.00</b>	<b>7,275.95</b>	<b>70.34 %</b>
<b>Category: 52 - Contractual Services</b>								
<u>1100-10000-511710</u>	Travel - City Business	9,000.00	9,000.00	0.00	3,293.74	0.00	5,706.26	63.40 %
<u>1100-10000-511830</u>	Memberships and Dues	2,750.00	2,750.00	0.00	100.00	0.00	2,650.00	96.36 %
<u>1100-10000-511840</u>	Subscription and Books	250.00	250.00	0.00	0.00	0.00	250.00	100.00 %
<u>1100-10000-551110</u>	Legal Services	10,000.00	10,000.00	0.00	1,076.25	0.00	8,923.75	89.24 %
<u>1100-10000-552430</u>	Advertising	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00 %
<u>1100-10000-556250</u>	Services - KAYAC	7,000.00	7,000.00	0.00	2,505.16	0.00	4,494.84	64.21 %
<b>Category: 52 - Contractual Services Total:</b>		<b>33,000.00</b>	<b>33,000.00</b>	<b>0.00</b>	<b>6,975.15</b>	<b>0.00</b>	<b>26,024.85</b>	<b>78.86 %</b>
<b>Category: 53 - Commodities</b>								
<u>1100-10000-521110</u>	General Office Supplies	1,500.00	1,500.00	0.00	294.79	0.00	1,205.21	80.35 %
<u>1100-10000-521410</u>	City Sponsored Event Supplies	0.00	0.00	700.00	152.50	0.00	-152.50	0.00 %
<u>1100-10000-521730</u>	Food/Meals	1,500.00	1,500.00	0.00	212.15	0.00	1,287.85	85.86 %
<b>Category: 53 - Commodities Total:</b>		<b>3,000.00</b>	<b>3,000.00</b>	<b>700.00</b>	<b>659.44</b>	<b>0.00</b>	<b>2,340.56</b>	<b>78.02 %</b>
<b>Department: 10000 - Mayor &amp; Council Total:</b>		<b>46,344.00</b>	<b>46,344.00</b>	<b>1,345.91</b>	<b>10,702.64</b>	<b>0.00</b>	<b>35,641.36</b>	<b>76.91 %</b>
<b>Expense Total:</b>		<b>46,344.00</b>	<b>46,344.00</b>	<b>1,345.91</b>	<b>10,702.64</b>	<b>0.00</b>	<b>35,641.36</b>	<b>76.91 %</b>
<b>Fund: 1100 - General Fund Total:</b>		<b>46,344.00</b>	<b>46,344.00</b>	<b>1,345.91</b>	<b>10,702.64</b>	<b>0.00</b>	<b>35,641.36</b>	<b>76.91 %</b>
<b>Report Total:</b>		<b>46,344.00</b>	<b>46,344.00</b>	<b>1,345.91</b>	<b>10,702.64</b>	<b>0.00</b>	<b>35,641.36</b>	<b>76.91 %</b>



## Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 1100 - General Fund</b>							
Expense							
Department: 10000 - Mayor & Council							
51 - Personnel Services	10,344.00	10,344.00	645.91	3,068.05	0.00	7,275.95	70.34 %
52 - Contractual Services	33,000.00	33,000.00	0.00	6,975.15	0.00	26,024.85	78.86 %
53 - Commodities	3,000.00	3,000.00	700.00	659.44	0.00	2,340.56	78.02 %
Department: 10000 - Mayor & Council Total:	46,344.00	46,344.00	1,345.91	10,702.64	0.00	35,641.36	76.91 %
Expense Total:	46,344.00	46,344.00	1,345.91	10,702.64	0.00	35,641.36	76.91 %
Fund: 1100 - General Fund Total:	46,344.00	46,344.00	1,345.91	10,702.64	0.00	35,641.36	76.91 %
Report Total:	46,344.00	46,344.00	1,345.91	10,702.64	0.00	35,641.36	76.91 %



## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	Percent Remaining
						Favorable (Unfavorable)	
1100 - General Fund	46,344.00	46,344.00	1,345.91	10,702.64	0.00	35,641.36	76.91 %
Report Total:	46,344.00	46,344.00	1,345.91	10,702.64	0.00	35,641.36	76.91 %





# CITY OF KYLE, TEXAS

## Short-Term Rental Study

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** [Postponed 2/5/2019] Review of short-term rental study. ~ *Rick Koch, Council Member*

**Other Information:** See attachment.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### **ATTACHMENTS:**

#### **Description**

- ☐ Short-Term Rental Study (Proposed)





## PLANNING AND ZONING COMMISSION

# SHORT-TERM RENTAL STUDY

AUGUST 30, 2018

## Study Requested by Kyle City Council

### INTRODUCTION

Short-term rental (STR) means the rental of all or part of a residential property to a person who pays a fee for a period less than 30 consecutive days.

STRs have been around for a long time, yet, until now, have largely flown under the city's radar. That has changed because online technology allows people to advertise their residential space to a global audience simply and inexpensively. This technology has granted people the ability to monetize extra or unused residential space with relative ease, creating a huge online peer-to-peer market without the restrictions of zoning. The online market, particularly the study of Airbnb properties, has created a growing number of STRs in residential neighborhoods in Kyle since 2011.

The growth in the number of STRs over the past seven years has not, as yet, had a negative impact on either housing affordability or on residential

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home values. We assume the STR market will never overtake the housing market in Kyle. In Wimberley, for instance, where STRs are plentiful, homeowner occupancy is 76.1%. <sup>1</sup> - 12.5% higher than the national average. <sup>2</sup>

In this study, the Planning & Zoning (P&Z) Commission focused on the impact STRs are having on cities in Texas and across the country, the changing landscape they are creating to the tourism industry and the appropriateness of regulation within the City of Kyle.

While P&Z vigorously debated whether regulation of STRs in Kyle was necessary, it was clear not only in the commission's meetings, but also at our town hall forum and in the public survey results, that travelers are increasingly using "homesharing" platforms when booking lodging in the area.

We present this study to Kyle City Council confident that it will provide the foundation to support any possible council actions on STRs.

1. [https://factfinder.census.gov/faces/nav/jsf/pages/community\\_facts.xhtml?src=bkmk](https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml?src=bkmk)

2. <https://datausa.io/profile/geo/wimberley-tx/#housing>

#### Planning & Zoning Commission

Rick Koch  
Jo Fenety  
Tim Kay  
Pete Oppel  
Travis Robinson  
Denise Blok  
Paul Scheibmeir

#### Planning Department

Howard Koontz  
William Atkinson  
Debbie Guerra  
Steve Clamons



## **- Executive Summary -**

### **FUTURE PLANNING AND RESIDENTIAL ZONING FOR SHORT-TERM RENTALS IN KYLE, TEXAS.**

Research indicates short-term rentals provide a fundamentally different experience from that of hotels and motels, so much so they have emerged as an independent, growing market segment within the short-term lodging industry. A recent study (2015) estimated the net positive impact of Texas STRs at \$1.5 billion annually. Evidence of this growth in Kyle can be observed in the number of Airbnb listings which have increased from one (1) listing in 2011 to one hundred and sixty-one (161) listings in 2018.

There have been many attempts at local control of STRs throughout the State of Texas. Most of these have come in the form of deed restrictions by Home Owner Associations. However, municipalities have recently joined in, enacting local ordinances to restrict, regulate and/or tax STRs. Success at local control has seen less than favorable results, and recent rulings by the Texas Supreme Court and rumblings from state legislators indicate local control of STRs is likely to be restricted to explicit health and public safety related issues. Based on current trends, any form of STR regulation, aside from specific health and welfare concerns, is likely to be struck-down in the courts, or expressly prohibited by future state legislation.

Independent research conducted by the City of Kyle Planning and Zoning Commission appeared congruent with the sympathies of the Texas Court System and Texas Legislature. In an online survey conducted by P&Z, over 80% of respondents were in favor of allowing STRs, in one form or another, within Kyle. Similar results were echoed at a town hall meeting conducted by P&Z, where most participants were in favor of STRs or had used STRs themselves. Those not in favor of STRs tended to be concerned about STRs in their immediate neighborhood.

Given the positive economic impact of STRs and the high likelihood of state action to restrict local control, the Kyle City Council should embrace STRs as a new economic reality and take actions to leverage them as opportunity for the city and its res-

idents. The current city code should be modified, by whatever means is most appropriate, to make it clear that STRs are allowed within the city. The city should also implement a very basic permitting process to facilitate collection of data relevant and necessary for protection of the health and welfare of its citizens and visitors. Arduous permitting fees should be avoided to encourage and facilitate participation in the permitting process and tie-ins with city tourism efforts.

## **- Short-Term Rentals Defined -**

### **SHORT-TERM RENTAL (STR)**

The following are the definitions of STRs as defined by the State of Texas, a failed 2017 Texas Senate bill, and a Texas city with the largest collection of STRs. <sup>1</sup>

#### **TEXAS TAX CODE**

"Short-term rental" means the rental of all or part of a residential property to a person who is not a permanent resident under Section 156.101.

#### **EXCEPTION--PERMANENT RESIDENT**

Sec.156.101 This chapter does not impose a tax on a person who has the right to use or possess a room in a hotel for at least 30 consecutive days, so long as there is no interruption of payment for the period. <sup>2</sup>

#### **TEXAS S.B. 451**

"Short-term rental" means a residential property, including a single-family dwelling or a unit in a condominium, cooperative, or time-share, that is rented wholly or partly for a fee for a period not longer than 30 consecutive days. <sup>3</sup>

The 2017 bill attempted to ban regulation of short-term rentals by municipalities and counties. The bill passed the senate but did not make it out of the house of representatives.

#### **CITY OF AUSTIN**

This [short-term rental] law applies to all properties (including rooms and guest houses) rented for less than 30 consecutive days. <sup>4</sup>

- 
1. <http://people.bu.edu/zg/publications/airbnb.pdf>
  2. State of Texas Tax Code Chapter 156 - Hotel Occupancy Tax
  3. Texas S.B. 451 (Filed 2017) Senator Kelly Hancock
  4. City of Austin Ordinance No. 20160223-A.I



## **- STR Market Evolution -**

### **MARKET EVOLUTION OF SHORT-TERM RENTALS.**

In the last 20 years, the vacation rental segment of STRs has exploded. VRBO started in 1995, and by 2008, the US vacation rental market reached an estimated \$24.3 billion. In spite of regulatory resistance, the global vacation rental market reached \$85B in 2012 and is projected to reach \$169 billion by the end of next year.

There are typically three types of accommodations that STRs offer. The first is where a guest rents a portion of an owner-occupied house and is hosted by the owner. The second is where a guest rents an entire house when the owner is not present during the rental period. The third provides a guest a defined and separate space that is exclusively purposed for a STR.

STRs offer an experience that hotels cannot match. Most STR guests are provided private, quick access to their accommodation. STRs typically have more space and unique furnishings compared to the repetitive and minimal furnishings offered by chain hotels. While STRs may cost more than a standard hotel room, the growth of the demand for STRs indicate that travelers find value in this style of accommodation.

New York City started regulating STRs in 2010 by initially banning the rental of rooms in residentially-zoned properties while at the same time, STR market places were developing due to demand. While some cities banned or heavily regulated STRs, the state of Texas has responded to STRs by attempting to prevent city regulation that severely restricts them.

---

1. <https://capitol.texas.gov/tlodocs/85R/analysis/pdf/SB00451I.pdf#>

2. <https://comptroller.texas.gov/taxes/hotel/airbnb-faq.php>

3. <https://www.dallasnews.com/business/hotels/2018/06/13/airbnb-collected-153-million-hotel-taxes-texas-guests>

4. <https://therivardreport.com/fewer-than-15-of-sa-short-term-rental-owners-pay-hotel-taxes/>

5. <http://stradvocacy.org/wp-content/uploads/2015/11/Galveston-STR-Report-FINAL-101314.pdf>

6. <http://people.bu.edu/zg/publications/airbnb.pdf>

## **- Texas Economic Impact -**

### **IN 2015 ESTIMATES SHOW SHORT-TERM RENTALS GENERATED \$1.5 BILLION IN ECONOMIC ACTIVITY AND CREATED 16,000 PERMANENT JOBS.**

Those figures are according to Texas Senator Kelly Hancock's proposed 2017 bill. It states, "Over the last several years, STR growth has accompanied hotel revenue and occupancy growth, proving STR as a complementary service to the state's overall travel and tourism industry." <sup>1</sup>

#### **AGREEMENT TO COLLECT H.O.T.**

Airbnb made a deal with the Texas Comptroller and began collecting and remitting Hotel Occupancy Taxes to the State of Texas. Hosts using Airbnb's website are not able to opt-out of the tax collection services and are no longer responsible to the State for direct payment.<sup>2</sup> The peer-to-peer homesharing technology platform collected \$15 million in tax revenue for the State over the first year with an estimated 28,000 Texas hosts in 2017. <sup>3</sup>

#### **SAN ANTONIO**

According to the City's Finance Department, out of the more than 2,000 STRs in San Antonio, only about 14% of property owners or hosts are registered with the city to pay municipal hotel occupancy taxes. The city has been working on an ordinance for over a year and is expected to pass it in August or September. <sup>4</sup>

#### **GALVESTON**

Using Visitors and Convention Bureau numbers, a Texas based STR advocacy group estimated \$58.3 million was spent on STRs in 2013. The STR visitors spent an additional \$176.7 million during their stay.

<sup>5</sup>

#### **AUSTIN**

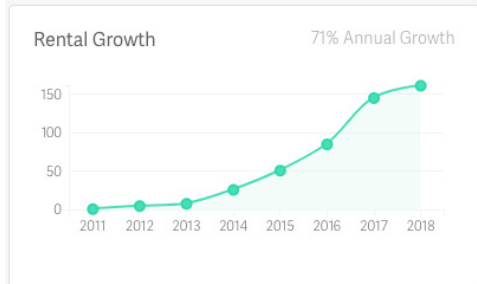
According to a Boston University study, the estimated impact of Airbnb rentals in Austin over the past 5 years is roughly 10% of hotel room revenue. <sup>6</sup>



## - Kyle Short-term Rentals Profile -

### AIRBNB ANNUAL GROWTH RATE IN THE CITY OF KYLE.

As of June 2018, the total number of Airbnb cumulative rentals in Kyle was 161. In 2011 it was 1. The graph below illustrates STR growth in the city limits and ETJ as advertised on Airbnb.



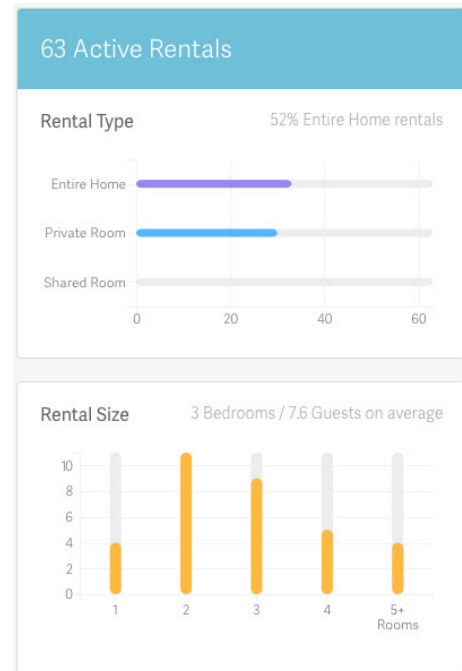
According to AirDNA, an analytics firm that tracks Airbnb listings, the occupancy rate for Kyle is 30%, San Marcos and Buda have a 55% and 36% respectively.

Over half (52%) of the STRs in Kyle offer the entire home, the remainder offer a room or a portion of the home.

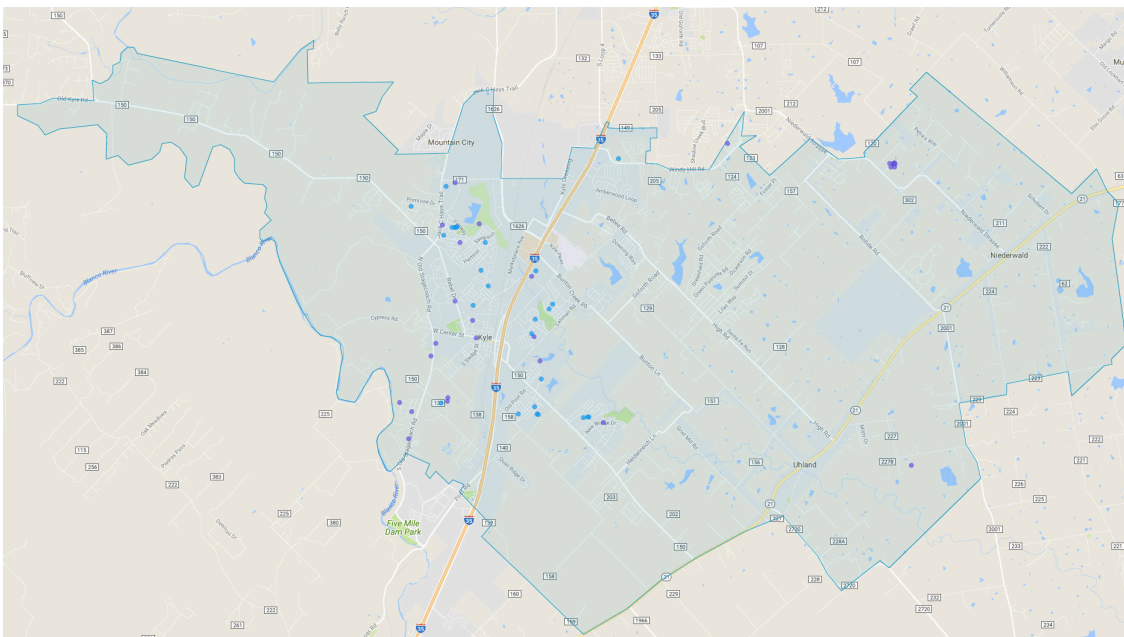
The map below offers a snap shot of the 63 active short-term rentals in June 2018. Many of the short-term rentals on the map are within city limits with the majority west of IH-35.

In a 30 day period between mid-June and mid-July of this year, the total nightly rate revenue earned by STRs in Kyle was approximately \$2400. This does not include service charges, state taxes or additional guests fees.

Since peer-to-peer homesharing in residential areas is not currently recognized by city code, no hotel occupancy tax has been remitted to, or collected by the City of Kyle.



### 63 ACTIVE SHORT-TERM RENTAL PROPERTIES IN MAY 2018



AirDNA Map & Graphics | [airdna.co](http://airdna.co) is an analytics firm that compiles data on airbnb short-term rentals properties



## - State Statutes -

### FUTURE OUTLOOK OF TEXAS STRS

The State of Texas currently does not have any legislation to regulate STRs. Although there are not regulations at the state level there was activity in SB 451, “a bill that would prevent cities from imposing an outright ban on short-term rentals. SB 451 failed to pass out of the House Urban Affairs Committee, but Texas lawmakers could bring it back up in two years when the Legislature is back in session.”<sup>1</sup>

On August 22, 2017 the 3rd Texas Court of Appeals:

The court’s holding was clear: “If a vacation renter uses a home for the purposes of eating, sleeping, and other residential purposes... this use is residential, not commercial, no matter how short the rental duration.” An owner’s “receipt of rental income from either short- or long-term rentals in no way detracts from or changes the residential characteristics of the use by the tenant.”<sup>2</sup>

“The Austin court joined a growing list of state appellate courts to hold that renting your home out for short periods of time does not magically transform it into a commercial enterprise that is incompatible with residential neighborhoods.”<sup>3</sup>

There is still additional momentum on this issue with Texas Attorney General Ken Paxton announcing in April that “he has asked the Court of Appeals for the Third Judicial District in Austin to “reverse a trial court’s judgment and rule that the city of Austin’s stringent ordinance against short-term rentals exceeds the lawful scope of the city’s authority and infringes upon property owners’ fundamental constitutional rights.””<sup>4</sup>

Based on the actions taken in the past year and how most citizens feel about their property rights in Texas we foresee action being taken on STRs at the state level in the near future.

## - The Supreme Court of Texas -

### RULES UNANIMOUSLY IN FAVOR OF HOME OWNER

On May 25, 2018 in the middle of this study, the Supreme Court of Texas delivered a ruling many view, including Attorney General Paxton, as precedent for homeowner rights in relation to STRs in residential areas.

The court ruled unanimously in favor of Kenneth Tarr, a San Antonio man who rented his home on a short-term basis when his employer transferred him to Houston. His homeowners’ association argued the practice violated the deed restrictions, which stated homes in the neighborhood had to be used “solely for residential purposes” arguing that his home was operating more like a hotel and serving a commercial purpose. Tarr’s lawyers argued that short-term renters used his home as a home, thus constituting a residential purpose.<sup>5</sup>

### JUSTICE JEFFERY V. BROWN’S OPINION

Affording these phrases their general meanings and interpreting the restrictions as a whole, we hold that so long as the occupants to whom Tarr rents his single-family residence use the home for a “residential purpose,” no matter how short-lived, neither their on-property use nor Tarr’s off-property use violates the restrictive covenants in the Timberwood deeds.

Facing similar questions, other states’ courts have reached similar conclusions. For example, in 2003, the Idaho Supreme Court decided *Pinehaven Planning Board v. Brooks*, which implicated covenants providing that residential tracts may only contain one single-family dwelling and forbidding any “commercial or industrial ventures or business.” The court held that the covenants unambiguously permitted “the rental of residential property for profit” because leasing “the property for residential purposes, whether short or long-term does not fit within” the covenants’ prohibitions. The short-term renters partook in activities reflecting a residential purpose because they used “it for the purposes of eating, sleeping, and other residential purposes,” which was not a use that violated the commercial and business activity proscriptions.

JUSTICE JEFFERY V. BROWN  
OFFICIAL OPINION  
DELIVERED MAY 25, 2018

1. Hays Free Press, January 24, 2018
2. TribTalk, September 22, 2017
3. TribTalk, September 22, 2017
4. Austin Curbed, April 2, 2018
5. Texas Tribune, May 25, 2018



## **- Local Governing Bodies Actions -**

### **AUSTIN**

The city of Austin has litigation pending over a detailed ordinance containing several STR tier structures, complete with occupancy limits and curfews. Austin finds its regulations at odds with the Texas Attorney General Ken Paxton, who made this statement to KXAN in March 2018, “City governments do not have the authority to trample Texas constitutional rights and protections for property owners and their guests. The city of Austin’s short-term rental ordinance is not only bad policy, but also unlawful and must be struck down.”

According to the City’s website, “Before issuing an operating license, the Austin Code Department makes sure the property has up-to-date permits and investigates outstanding code violations, so visitors to Austin are staying in a healthy, safe environment. Violations of the city ordinance, including operating without a license, over-occupancy, trash and debris, and other code-related issues can result in enforcement action.”

### **BUDA**

Buda’s HOT ordinance (No. 870901) adopted in September 1987, includes “sleeping accommodations” such as STRs. Much like Kyle, Buda provides an on-line form that can be completed to remit monthly hotel occupancy tax filings.

### **WIMBERLEY**

On May 21, 2018, the Wimberley City Council formally amended their HOT Ordinance to reduce the city’s tax rate on hotel occupancy within the corporate limits and extraterritorial jurisdiction of the city from 5 percent to zero percent effective immediately.

### **SAN MARCOS**

The city requires that HOT “must be reported and remitted by any individual or entity owning, operating, managing, or controlling a hotel within the corporate limits of the City of San Marcos. According to the City’s website “A 15 percent penalty will be applicable in addition to the amount of tax owed if the taxes and report are postmarked/paid after the due date. In addition, if payment is not received

within 60 days of the due date then an additional charge of 1 percent per month will also be applied.”

### **SAN ANTONIO**

Defining their STR regulations has been in the works for over a year now. Local media reports San Antonio’s estimated hotel occupancy tax losses at \$2.4 million. Currently there are no indications San Antonio is working towards a deal with Airbnb or any other platform for the purposes of collecting taxes.

### **AIRBNB AGREEMENTS**

The Airbnb representative for Texas is Laura Spanjian. She has publicly stated that Airbnb wants to enter into agreements with cities to collect taxes on behalf of the hosts. Airbnb currently has over 300 agreements with governing agencies all over the world.

The terms and disclosure of the agreements between cities and Airbnb have come with heavy scrutiny from the American Hotel and Lodging Association, reporting that Airbnb terms oppose requirements for hosts to register with municipalities, are done in secrecy, and shield hosts from enforcement measures. They also warn Airbnb agreements allow hosts to run commercial lodging businesses with less oversight than other traditional lodging businesses.

Even so many cities are signing on the dotted line with Airbnb. Denver required all short-term rentals using peer-to-peer platforms to pay taxes at the beginning of 2017, placing the responsibility on the hosts to remit taxes. A year later the city began working on an agreement with Airbnb expecting an increase in STR tax income.

Texas’ own deal with Airbnb strongly suggests that the best practice for tax collection is through the platforms and not individual hosts. Because a host cannot opt out of the tax collection they do forfeit the opportunity for tax savings for early filing discounts with the state comptroller.

Given Kyle’s STR growth, third party agreements that would sever Kyle’s ability to connect with STR hosts are not wise for building communication and cooperation with responsible property owners.

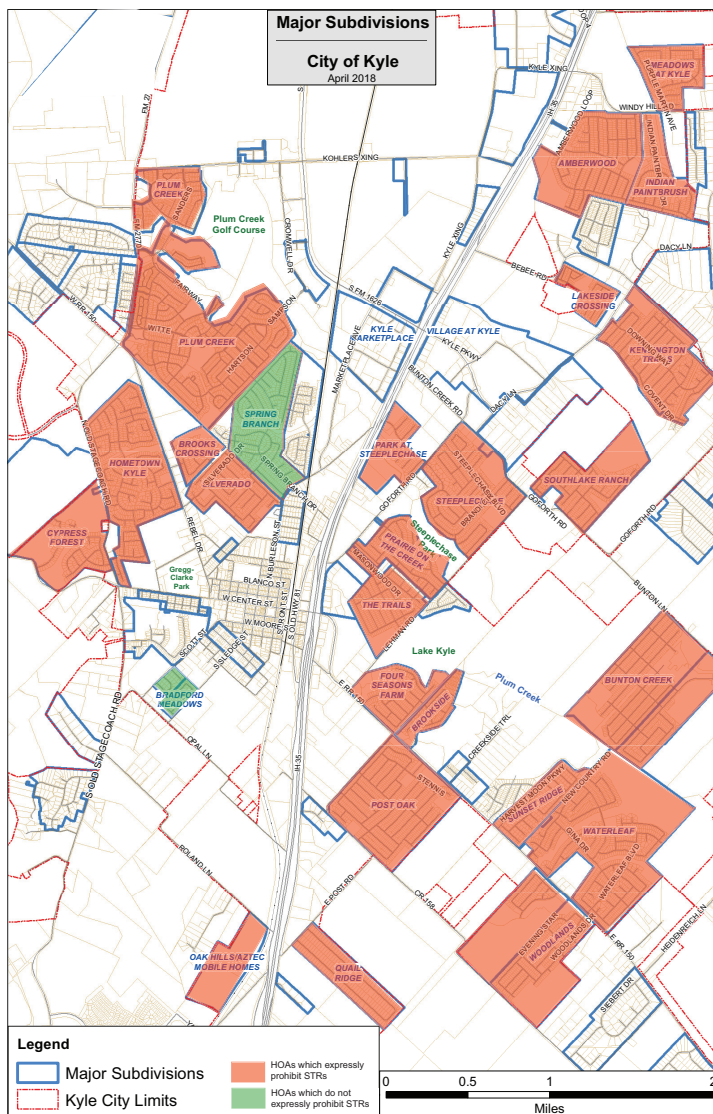


### COMMUNITY INPUT

A key component of the study was gathering input from the public through a townhall, a public hearing, citizen outreach, and an online survey.

Commissioners also initiated conversations with Homeowner Associations, Economic Development and Tourism, Chamber of Commerce, lodging representatives, as well as the community at large.

#### HOMEOWNER ASSOCIATIONS IN THE CITY OF KYLE



### HOA VS. STR

In an effort to be inclusive, Homeowners Association emails in the City of Kyle were gathered. The Commission offered to attend HOA meetings where the topic of STRs was on the agenda and invited HOAs to attend the town hall and public hearing.

During the course of this study, the Supreme Court of Texas ruled for the homeowner in *Tarr v. Timberwood Park Owners Association*, that “unambiguous restrictive covenants” adopted by a Homeowners Association do not prohibit the use of a residence that is a part of that HOA to be used as a STR.

The Planning & Zoning Commissioners could not come to a unanimous consensus on an interpretation of the ruling, however, the majority view it as a major precedent in favor of the homeowners versus HOA when it pertains to the right to use residential homes as STRs.

The unanimous ruling added to the reasons why the Commission did not attempt to recommend zoning restrictions for STR in residential neighborhoods despite many other municipalities doing so prior to the court’s decision.

The Commission firmly believes the City of Kyle should not be a party in any dispute arising between a homeowner and an HOA, and, therefore, recommends any STR policies Kyle should adopt should not specifically allow or restrict such uses based solely on HOA covenants. The Commission is convinced that any dispute arising between a homeowner and the governing HOA concerning a STR is strictly between that homeowner and the HOA and, possibly at some later date, the judiciary.

WITHIN THE CITY LIMITS OF KYLE, ONLY TWO HOMEOWNER ASSOCIATIONS DO NOT EXPRESSLY PROHIBIT SHORT-TERM RENTALS. THE GRAPH ON THE LEFT SHOWS THEM SHADED IN GREEN.



## TOWNHALL

On April 4, 2018, the Commission opened a special townhall meeting hosted at the Plum Creek Community Center by saying the reason for the meeting was because the city was committed to transparency and “this is one of those steps” toward transparency on how Kyle deals with the question of how to approach STRs.

The turnout exceeded expectations with at least 26 residents in attendance to share input on what they believed were the benefits, as well as the detriments of STRs in Kyle.

While the majority of attendees admitted to using STRs for vacation or travel, the room seemed to split evenly for and against allowing of STRs in Kyle neighborhoods.

That same day an online public survey was launched and P&Z hosted a public hearing the following week at City Hall in an effort to maximize citizen input.

## ECONOMIC DEVELOPMENT & TOURISM AND THE CHAMBER OF COMMERCE

While the topic of STRs was discussed with organization leaders, they preferred to give an opinion after release of this study.

### - Public Survey -

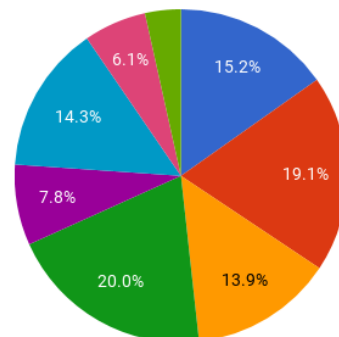
## 80% OF KYLE RESPONDENTS WANT TO ALLOW STRS

In an effort to offer every citizen an opportunity to weigh in we created a public survey asking for input from the community. The poll ran for 15 days.

## TOTAL NUMBER OF SURVEY RESPONDENTS - 513

### What regulations do you think the City of Kyle should impose to allow short-term rentals?

- Other
- Covered by Current City Ordinances
- Number of Occupants
- Registration of STR/Guests/Third Party Management
- Requesting Guest BGC & Property Inspections
- Hotel Occupancy Tax/Community Tax
- Honor HOA Covenants, Conditions & Restrictions
- Require Off Street Parking

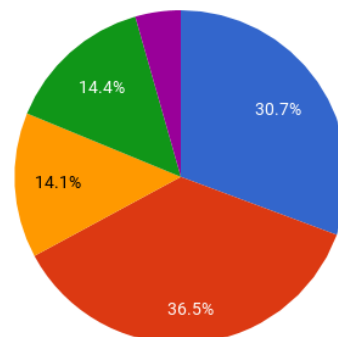


184 ANSWERED

329 SKIPPED

### Share with us some reasons why the City of Kyle should allow short-term rentals.

- Tourism/Economy
- Property Rights/Income
- Progressive/Destination City
- More Options to Hotels
- Other

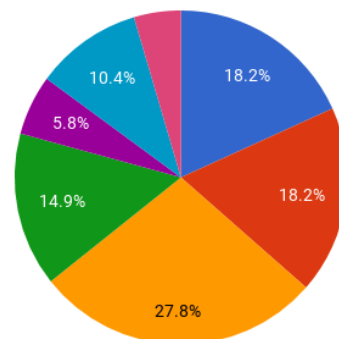


265 ANSWERED

248 SKIPPED

### Share with us some reasons why you think the City of Kyle should not allow short-term rentals.

- STRs Should be Allowed
- Items Covered by Current City Ordinances
- Disruption to Neighborhoods/Strangers/Safety
- Decreased Property Value/Increased Crime
- Regulate STRs/Concern About Cost to Tax Payers
- Other
- STRs Should NOT be Allowed



355 ANSWERED

158 SKIPPED



## **- Recommendations -**

### **DEFINE SHORT-TERM RENTAL**

P&Z recommends adopting the same definition of “short-term rental” as in the State of Texas Tax Code, adding it into the definitions in Article III of the Kyle Code of Ordinances. See pg 2.

### **REGULATIONS**

As of June 2018, the total number of cumulative Airbnb rentals in Kyle was 161, the average number of rooms in a local hotel is 200. Given the 71% growth rate of Airbnb rentals in Kyle alone, it stands to reason that “homesharing” is a fast growing industry in the city.

Many cities have imposed strict rules on STR in residential areas, but with little success of enforcement.

Regulations should be minimal for two reasons.

1. If Kyle leadership wants to make Kyle a destination city, the city should encourage and embrace all hospitality options, especially one that is showing rapid growth globally.
2. A commissioner spoke with Will McAdams, director of Texas Senate’s Business & Commerce Committee, the Texas Legislature seems prepared to re-introduce in the upcoming session and this time pass legislation that would prescribe the extremely limited regulatory authority municipalities can enforce over STRs. McAdams said the Texas Supreme Court’s Tarr decision May 23, 2018, effectively eliminated any control homeowners associations can exercise over STRs, but that now there is another lawsuit pending in the Third Appellate Court that would strip municipalities from being able to regulate short-term rentals based on the fact no state law allows this regulatory ability. McAdams said the legislature “is in a race with the courts” to get this passed. The court’s decision nor an upcoming legislative bill, is expected to grant cities the right to institute additional regulations other than what we are recommending in this study.

We recommend incentivizing short-term rental owners/operators to register with the city for four reasons:

1. To guarantee health and safety standards

2. To provide contact information

3. To develop a city-initiated database of the short-term rental industry in Kyle.

4. To promote tourism that will stimulate the local economy and add sales tax revenue to the city’s General Fund.

While the growth rate of STRs in Kyle is high, the total number of units is low in comparison to housing units. Complaints are few with the majority of Kyle citizens surveyed in favor of allowing STRs in the city.

The City also has ordinances in effect to regulate residential parking and noise levels, which appear to be the most common complaints lodged against STRs.

## **- Registration -**

### **PERMITTING & FEES**

Looking at 2017’s SB 451, a bill favoring STRs that passed the senate but did not clear the house, allowed for only one key aspect of regulation by municipalities.

It allowed cities to protect the public’s health and safety by requiring the designation of an emergency contact for properties. This is significant given the aim of the bill was to restrict just about all municipal regulation, yet it saw it reasonable for cities to know who the responsible party is for each property.

Registering STRs for the primary purpose to protect the public’s health and safety by requiring owners/operators to provide an emergency contact for STRs can act as an operating license between the city and the property.

Establishing and maintaining a database of short-term rentals in Kyle is an imperative to preserve public safety, to provide emergency contact information and to promote hospitality options available for visitors. Therefore, it is important for the city to incentivize STR owners/operators to register with the city.

We recommend STR owners/operators have the ability to register on-line.

We recommend and encourage simplicity in the registration process.

If the City’s IT system doesn’t already have this capability, we recommend the licensing/development of software that would collect each registration in a single



short-term rental database and that this database be readily available to the Kyle Chamber of Commerce and/or the Economic Development & Tourism board.

Based on suggestions received from city staff, we recommend the Building Department be assigned oversight responsibility for this registration process.

We recommend there should be zero cost for registration and no annual fees associated with this registration process. We do not want the registration process to appear to be another tax (see “tax collection” and “enforcement” later in these recommendations).

Instead, by partnering with short-term rental operators and encouraging this industry to flower, we believe it will attract more visitors to Kyle who will spend money at local retail outlets, putting additional dollars into circulation, bolstering our local economy, and adding sales tax receipts to the city’s General Fund. We are convinced this additional income would far exceed any funds attributed directly to registration/renewal costs/fees.

A zero cost registration fee and simple online form with pertinent contact information, renewed annually, easily allows for responsible hosts to maintain compliance within the City’s STR industry.

## **- Tax Collection -**

### **STRS REMITTING TAXES**

Commissioners were concerned the city’s cost for trying to collect HOT from STR owners/operators would be significantly higher than the receipts that could be collected.

Buda, for example, has a “tax collector/assessor” whose responsibility includes collecting HOT. Commissioners are not convinced the amount of HOT collected from STRs would offset the cost of creating a similar position in the City of Kyle. Therefore, until the city can demonstrate such efforts would operate, in essence, as an Enterprise Fund, we recommend the city not attempt to collect HOT directly from these individuals. Cities often collect HOT from less than 20% of STRs using online platforms.

We believe it’s a net gain for the city to surrender HOT that may be collected from STRs in return for

the economic stimulus STRs could provide.

We do recommend, however, investigating possible indirect methods of payment and enforcement either through negotiations and agreements with on-line platforms such as Airbnb or Homeaway or private entities who would be remitting HOT on behalf of the hosts.

## **- STR Community -**

### **COMPLIANCE THROUGH COMMUNICATION**

Strong communication with Kyle’s STR industry will depend on the city’s ability to convince owners/operators to comply with permitting and registration.

We recommend the city not only embrace the STR community, but establish a connection with it to form a partnership designed to reach Kyle’s goal of becoming a destination city. One possible way the city can accomplish this is by adding the word “hospitality” to the tab currently labeled “Recreation/Library/Social” on the city’s web site and making its database of STRs available for public inspection in that section. We also recommend making the database available to the Kyle Chamber of Commerce so it can list/promote area STRs as part of its tourism programs.

We are convinced such measures, none of which should involve more than a one-time minimal cost to the city, will further incentivize STR owners/operators to participate in the permitting process, which further diminishes public safety concerns that may surround STRs. An additional incentive we recommend is the development and implementation of a “certified”-type designation to apply to registered STRs.

Creating a network for city communication with hosts will allow the city to benefit in the future growth of the STR industry by incentivizing their willingness to participate in tourism efforts.

## **- Enforcement -**

### **FAILURE TO REGISTER**

We recommend the city, upon discovering an STR that



has not registered, send a letter to the STR owner/operator describing (1) the reasons for joining Kyle's STR community (i.e., public safety, ability to contact, etc) (2) the incentives available for joining the Community (being part of the city's and CofC's list of available STRs), and (3) penalty for failure to comply — as allowed by Kyle Code Sec. 44-90.

## **- Tourism -**

### **EMBRACING INDUSTRY EXPANSION**

STRs are a bonafied growing tourism industry within the city. Ignoring the growth or trying to regulate it in an effort to slow it down is futile, and could be short-sided to boost future tourism in the city.

Much of the recent success of STRs in the lodging market is the ability to scale quickly to meet tourism demands while monetarily benefiting "micro entrepreneurs" to take advantage of their previously underutilized capital. Mixed with technology, it has spurred the rapid growth of the "homesharing" economy in markets like Kyle that have not been traditionally viewed as vacation destinations.

A Boston University study focused on Airbnb's economic impact, particularly in Austin, points to several reasons why rural areas in and around Kyle are fertile for STR growth.

The study calculates the impact of Airbnb is magnified in rural areas around Austin where industry-categorized hotels such as budget, economy or midprice accommodations are more prevalent than upscale or luxury priced hotels. Where the geographic distance between these types of hotels increases so does the Airbnb inventory.

If the city intends to increase tourism and encourage visits to downtown and annual festivals such as Pie In The Sky, plus reap the financial benefits of proximity to neighboring tourist draws, then STRs should be viewed as an opportunity to expand Kyle's "tourism pie."

STRs operating in the shadows to avoid taxation and regulation does nothing to connect them to Kyle's tourism goals. Owner/operators of STRs are partners in tourism, many of whom are Kyle residents. The city taking a creative and forward thinking approach can further build lodging accommodation partners who advocate and align with the

City's tourism vision and Pie Capital of Texas brand.

The Commission recommends taking advantage of the opportunity to expand tourism by setting the City of Kyle apart from other municipalities who waste time and money wrestling a multi-billion dollar industry juggernaut spurred by technological advances. Resources are better spent embracing a quickly expanding sharing economy and looking for innovative ways to build partnerships with local STR accommodations even beyond the city limits.

## **- Marketing -**

### **SHARING A PIECE OF KYLE'S PIE**

To date, the City of Kyle has never received hotel occupancy taxes from peer-to-peer platform hosts such as those using Airbnb. Other cities attempts at regulation and taxation are met with low compliance and tax remittance. Unless a city enters into an agreement with every peer-to-peer platform to collect and remit taxes, the city is unlikely to collect even 20 percent of the taxes owed from STRs.

It is not often a city grants a tax incentive to small business owners. Kyle opting to forgo the hard-to-collect tax revenue, viewing it instead as an investment in future tourism, could turn it into a marketing opportunity for the city.

Marketing the already lost tax revenue as an incentive for STR compliance, the city can build cooperation with its STR community while claiming to "Share a Piece of Kyle's Pie" with STR partners who are more than likely to also be local residents.

Positive marketing and public relations opportunities could naturally expand beyond STR owners to visitors looking to stay in the Central Texas area.

Since lodging taxes are viewed as being paid by the visitor, Kyle could promote itself as a "tax free" STR friendly city, willing to "Share a Piece of Kyle's Pie" with vacationers.

The Commission recommends marketing lost HOT income as an incentive for STR visitors, their owner/operators, and Kyle tourism as a whole.





# CITY OF KYLE, TEXAS

## Grant Writing Workshop

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** [Postponed 2/5/2019] Update on Grant Writing Workshop. ~ *Daphne Tenorio, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Council Member Arabie's Resignation

**Meeting Date: 2/19/2019**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Discussion and possible action on Council Member Arabie's resignation. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### ATTACHMENTS:

#### **Description**

❏ 2019 0214 Shane Arabie Resignation



Shane Arabie



Kyle, Texas 78640

2/14/19

Kyle City Council  
City of Kyle  
100 W. Center street  
Kyle, Texas 78640

Kyle City Council:

It is with regret that I tender my resignation from the Kyle City Council, effective immediately.

I am grateful for having had the opportunity to serve the citizens of Kyle on the Kyle city council for the past, four and a half years.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'S' followed by a long horizontal stroke.

Shane Arabie  
Council Member District 3





# CITY OF KYLE, TEXAS

## Ordering Special Election 5/4/2019

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas, Ordering a Special Election to be held on May 4, 2019 for the election of City Council Place Three to serve an unexpired term ending November 2019; designating the main early voting place for such Special Election; providing for an order and notice of such Special Election; providing for related matters; providing a severability clause; and providing an effective date.  
~ Travis Mitchell, Mayor

### **Other Information:**

### **Legal Notes:**

### **Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ 2019 Special Election Ordinance



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 4, 2019 FOR THE ELECTION OF CITY COUNCIL DISTRICT THREE TO SERVE AN UNEXPIRED TERM ENDING NOVEMBER 2019; DESIGNATING THE MAIN EARLY VOTING PLACE FOR SUCH SPECIAL ELECTION; PROVIDING FOR AN ORDER AND NOTICE OF SUCH SPECIAL ELECTION; PROVIDING FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a vacancy has occurred in City Council District Three, which is set to expire in November 2019; and

**WHEREAS**, the Texas Constitution, the *Texas Election Code* (the “Code”), and the City Charter are applicable to said Special Elections (hereinafter collectively referred to as the “election” or “elections”), and in order to comply with applicable laws, an ordinance is required to call the election and establish procedures consistent with the Constitution, the Code, and the Charter; and

**WHEREAS**, the Texas Constitution provides for special elections to be called to fill the vacancies to be held within 120 days of a vacancy and the City Charter requires each to be held on a Saturday or a uniform election date. *Chapter 201, Texas Election Code*, requires a special election to fill a vacancy shall be held on the first authorized uniform election date occurring on or after the 46th day after the date the election is ordered.

**WHEREAS**, Saturday, May 4, 2019, is within 120 days of the effective date of the vacancy and is the first authorized uniform election date occurring on or after the 46<sup>th</sup> day after the date the election is ordered.

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

**SECTION 1.** The Special Election of the City shall be held on Saturday, May 4, 2019, to elect the Council Member for District 3 (at large) on the City Council of the City of Kyle to serve an unexpired term to end November, 2019.

**SECTION 2.** Candidates for the election for the above office shall file their application to become candidates with the City Secretary of the City, at City Hall, 100 West Center Street, Kyle, Texas, between 8:00 a.m. on March 6, 2019 and 5:00 p.m. on March 25, 2019. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary on March 26, 2019.

**SECTION 3.** Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Hays County Election Officer for use on the voting devices and ballots used by Hays County.



**SECTION 4.** The Hays County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Contract for Election Services, the City Charter, and the law governing the holding of special elections; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

**SECTION 5.** Early voting, both by personal appearance and by mail, will be conducted by the Hays County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Tex. Elec. Code*. Early voting by personal appearance shall be conducted at Kyle City Hall, 100 W. Center Street, Kyle, Texas and such other locations authorized by state law and designated by the Hays County Election Officer. Early voting shall commence on Monday, April 22, 2019, and continue through Tuesday, April 30, 2019, and early voting polls shall remain open for the time specified by the *Tex. Elec. Code*.

**SECTION 6.** The election precincts for the election shall be the election precincts established by the Hays County Election Officer in accordance with applicable law and the City Charter. The polling places for Election Day shall be at such locations designated by the Hays County Election Officer and authorized by state law. Residents of the election precincts shall vote at the aforementioned polling places as assigned by the Hays County Election Officer in accordance with applicable law and the City Charter. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Hays County Election Officer shall tabulate and provide the election returns for the election. Ballots shall be prepared and the election shall be conducted to allow for District 3 to be elected from the city at large.

**SECTION 7.** The City agrees that if able, it will conduct a joint election with other political subdivisions within Hays County, provided that such political subdivision holds an election on May 4, 2019 in all or part of the same territory as the City (the "Political Subdivisions"). Any joint election shall be conducted in accordance with state law, this Ordinance, the City Charter and the Contract for Election Services with Hays County.

**SECTION 8.** The City Secretary, or designee, is instructed to aid the Hays County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Contract for Election Services. The City Secretary is further authorized to give or cause to be given notice of the May 4, 2019 Special Election of the City of Kyle which shall be posted and published in accordance with the *Tex. Elec. Code*, not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish. The City Secretary is further authorized to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code*; provided that, pursuant to the Contract for Election Services between Hays County and the City, the Hays County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Contract for Election Services. The Hays County Election Officer shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Contract for Election Services.



**SECTION 9.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Hays County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Hays County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council confirms and appoints the election judges and alternate election judges that are appointed by Hays County for the election.

**SECTION 10.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

**SECTION 11. Severability.** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

**SECTION 12. Effective Date.** This ordinance is effective immediately upon adoption in accordance with state law and the City Charter.

PASSED AND APPROVED on this the \_\_\_\_ day of February, 2019.

FINALLY PASSED AND APPROVED on this the \_\_\_\_ day of March, 2019.

ATTEST:

**The City of Kyle, Texas**

\_\_\_\_\_  
Jennifer A. Vetrano, City Secretary

\_\_\_\_\_  
Travis Mitchell, Mayor





# CITY OF KYLE, TEXAS

## ARWA Appointment(s)

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** [Postponed 2/5/2019] Consider appointment(s) to the Alliance Regional Water Authority Board of Directors. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## City Manager's Report

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

**Subject/Recommendation:** Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- Downtown Meeting March 7

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Executive Session

**Meeting Date: 2/19/2019**

**Date time: 7:00 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.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
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.

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Reconvene

**Meeting Date: 2/19/2019**

**Date time: 7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

No Attachments Available