

# CITY OF KYLE

## Notice of Regular City Council Meeting

Kyle City Hall, 100 W. Center Street,  
Kyle, TX 78640; Spectrum 10;  
<https://www.cityofkyle.com/kyletv/kyle-10-live>



**SPECIAL NOTE:** Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held in-person and by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called 'social distancing') to slow the spread of COVID-19. Some City Council members will be present in the chamber while others will attend the meeting via videoconferencing. This meeting can be viewed live online at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10.

Notice is hereby given that the Charter Review Commission of the City of Kyle, Texas will meet at 7:00 PM on June 2, 2020, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640; Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>, for the purpose of discussing the following agenda.

### VIDEO

Posted this 29th day of May, 2020, prior to 7:00 p.m.

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

## **II. Approval of Minutes**

1. City Council Special Meeting Minutes - April 21, 2020. ~ *Jennifer Vetrano, City Secretary*
2. City Council Meeting Minutes - April 21, 2020. ~ *Jennifer Vetrano, City Secretary*
3. City Council Special Meeting Minutes - May 5, 2020. ~ *Jennifer Vetrano, City Secretary*
4. City Council Meeting Minutes - May 5, 2020. ~ *Jennifer Vetrano, City Secretary*
5. City Council Special Meeting Minutes - May 19, 2020. ~ *Jennifer Vetrano, City Secretary*
6. City Council Meeting Minutes - May 19, 2020. ~ *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.

7. Members of the public that wish to provide citizen comment have the following options:
  1. In-Person at Kyle City Hall
  2. Virtual Attendance - Submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign>. Registration must be received by 12 p.m. on the day of the meeting.

## **IV. Presentation**

8. Report on Kyle Mass Food Distribution event. ~ *Robert Rizo, Council Member*
9. Task force update on Police Headquarters Construction. ~ *Jeff Barnett, Chief of Police*
10. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

## **V. Consent Agenda**

11. Approve conveyance of a 20' utility easement to Pedernales Electric Cooperation, Inc. of Johnson City, Texas, to provide temporary electrical service to a construction trailer for Archer Western Contractors, LLC. during the construction of the wastewater treatment plant expansion. ~ *Leon Barba, P.E., City Engineer*
12. Approve dedication of right of way for two streets (Burnham and Benner) for Plum Creek Uptown from PC Operating Partners, Ltd. ~ *Leon Barba, P.E., City Engineer*



13. Approve the conveyance of a wastewater line easement to the City of Kyle, Hays County, Texas from Hays County, Texas for the relocation of a City wastewater force main due to the proposed Dacy Lane Road Improvements. ~ *Leon Barba, P.E., City Engineer*
14. Approve a proposal with American Fireworks in an amount not to exceed \$30,000.00 for the 2020 4th of July Fireworks. ~ *Mariana Espinoza, Director of Parks & Recreation*
15. *(Second Reading)* An Ordinance of the City of Kyle, Texas, ("City") providing for utilities to be installed underground; and providing for related matters. ~ *James R. Earp, Assistant City Manager*

*City Council voted 7-0 to approve on first reading.*

16. Approve the acceptance of a sidewalk easement at 910, 920, 930 Kohlers Crossing from Park PC II, LP. ~ *Leon Barba, P.E., City Engineer*
17. Approve Amendment No. 2 to Task Order No. 2 to HDR ENGINEERING, INC., Austin, Texas, in the amount of \$189,650.00 increasing the total contract amount not to exceed \$417,315.00 for providing a Preliminary Engineering Report for the proposed FM 1626 Pump Station Improvements. ~ *Leon Barba, P.E., City Engineer*
18. Approve Majestic Industrial Park Replat of Lots 2 and 3, Block 1 - (SUB-20-0126) 30.810 acres; 2 Commercial Lots for property located on the southwest corner of Kyle Crossing and Kohler's Crossing. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 5-0 to approve the replat.*

19. Approve amendment No. 3 to STATESIDE RIGHT OF WAY SERVICES, LLC., Fort Worth, Texas, in the amount of \$10,000.00 for a total contract amount not to exceed \$77,000.00 for acquiring easements associated with the Southside Wastewater Improvements Project. ~ *Leon Barba, P.E., City Engineer*
20. *(First Reading)* Approve an Amendment to Chapter 38 to Include a Utility Notification Policy. ~ *Leon Barba, P.E., City Engineer*
21. Approve rental agreement with Satellite Shelters, Inc. for a mobile office trailer for the 2020 Summer Camp Program. ~ *Mariana Espinoza, Director of Parks & Recreation*
22. An Ordinance of the City of Kyle, Texas Extending a Disaster Declaration for the City of Kyle and Providing for a Penalty and Enforcement. ~ *Travis Mitchell, Mayor*
23. Second Amendment to the Development Agreement between City of Kyle, Texas, and Intermandeco GP, LLC or Assigns. ~ *James R. Earp, Assistant City*

## **VI. Consider and Possible Action**

24. *(First and Final Reading)* Approve an Ordinance authorizing the issuance of City of Kyle, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020, in a principal amount not to exceed \$33,955,000.00 to pay for the City's wastewater treatment plant expansion and associated costs; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds. ~ *Perwez A. Moheet, CPA, Director of Finance*
25. Approve a Resolution to Adopt the City of Kyle Drainage Master Plan (DMP) and *(First Reading)* of Ordinance Updates related to the DMP. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
26. Council discussion to establish staff direction of the recommendation for the finalist candidate of the City's next Comprehensive Plan. ~ *Howard J. Koontz, Director of Planning and Community Development*
27. *(First Reading)* An Ordinance of the City of Kyle, Texas, amending certain provisions of the Kyle Code of Ordinances Chapter 11 Business Regulations, by amending and adding provisions in Article IX, Commercial Towing and Wrecker Services, to clarify requirements relating to certificates, solicitations, qualifications, rotation list procedures, and records management; expanding options for siting vehicle storage facilities; making minor corrections; providing a severability clause, a savings clause, and open meetings clause; repealing Article VI, Towing Services in Chapter 11; and providing for publication, effective date, and related matters. ~ *Jeff Barnett, Chief of Police*
28. Discussion and possible action regarding No Parking and Fire Lane Painting Standards. ~ *Travis Mitchell, Mayor*

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

29. 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*

## **VIII. Executive Session**

30. 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.
    - Kytex Development Agreement
    - Anthem Elevated Storage
    - 104 S. Burleson

- City Square Park
  - 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.
    - Project Just Peachy
    - 104 S. Burleson
31. Take action on items discussed in Executive Session.

## **IX. 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

## 2020 0421 Special Minutes

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - April 21, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

☐ 2020 0421 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on April 21, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Director  
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  
Mariana Espinoza, PARD Director  
Howard Koontz, Community Dev Director

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

Mayor Pro Tem Koch called the meeting to order at 6:01 p.m. Mayor Pro Tem Koch asked the city secretary to call roll.

Present were: Mayor Pro Tem Koch, Council Member Scheel, Council Member Rizo, Council Member Villalobos, and Council Member Tobias. A quorum was present.

Mayor Mitchell was present but unable to verbalize due to Internet lag. Council Member Ellison joined the meeting at approximately 6:10 p.m.

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

1. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800) 336-8975 Meeting ID: 743 645 1934 to register for citizen comments. Those wishing to speak are encouraged to call in 15 minutes before the meeting begins at the number provided above.

Mayor Pro Tem Koch opened citizen comments at 6:02 p.m. With no one wishing to speak, Mayor Pro Tem Koch closed citizen comments at 6:02 p.m.

### **III. Executive Session**

2. 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.
  - Kinder Morgan Pipeline Litigation
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.
  - Project Indigo
  - Project Just Peachy

Council Member Scheel 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 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: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Kinder Morgan Pipeline Litigation; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Indigo, and Project Just Peachy."

The City Council convened into executive session at 6:04 p.m. It was stated that Council Member Ellison did not have the link, but Mr. Sellers shared it with him, and he joined the meeting at approximately 6:10 p.m.

3. Take action on items discussed in Executive Session.

Mayor Pro Tem Koch called the meeting back to order at 7:04 p.m.

#### **IV. Adjourn**

Council Member Scheel moved to adjourn. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 7:05 p.m.

Attest:

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Jennifer A. Vetrano, City Secretary

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Travis Mitchell, Mayor



# CITY OF KYLE, TEXAS

2020 0421 Minutes

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Meeting Minutes - April 21, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

☐ 2020 0421 DRAFT Minutes

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Regular Session on April 21, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Dir.  
Jennifer Vetrano, City Secretary  
Leon Barba, City Engineer  
Jeffrey Prato, Engineering Associate  
Kathy Roecker, SWMP Administrator  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Sandra Duran, HR Director  
Matt Dawson, IT Director  
Paul Phelan, Library Director  
Mariana Espinoza, PARD Director  
Howard Koontz, Community Dev Director  
Jeff Barnett, Chief of Police  
Harper Wilder, Director of Public Works

Nanette Lucas  
Chris Rawls  
Brandon Pendleton  
Kiara Nicholson

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

Mayor Pro Tem Koch ran the meeting. Mayor Pro Tem Koch called the meeting to order at 7:05 p.m. The Pledge of Allegiance was recited. Mayor Pro Tem Koch asked the city secretary to call roll.

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

Council Member Scheel requested a moment of silence held for San Marcos Police Officer Justin Putnam and for the loss of Kyle Parks Department employee, Ronnie Esparza, and she wished of San Marcos Police Officers Justin Mueller and Franco Stewart a speedy recovery and support for their families.

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

1. City Council Special Meeting Minutes - November 19, 2019. ~ *Jennifer Vetrano, City Secretary*



2. City Council Meeting Minutes - November 19, 2019. ~ *Jennifer Vetrano, City Secretary*
3. City Council Special Meeting Minutes - December 3, 2019. ~ *Jennifer Vetrano, City Secretary*
4. City Council Meeting Minutes - December 3, 2019. ~ *Jennifer Vetrano, City Secretary*
5. City Council Special Meeting Minutes - December 16, 2019. ~ *Jennifer Vetrano, City Secretary*
6. City Council Workshop Meeting Minutes - December 16, 2019. ~ *Jennifer Vetrano, City Secretary*
7. City Council Special Meeting Minutes - December 17, 2019. ~ *Jennifer Vetrano, City Secretary*
8. City Council Meeting Minutes - December 17, 2019. ~ *Jennifer Vetrano, City Secretary*

Mayor Pro Tem Koch brought forward the minutes for discussion.

Council Member Scheel moved to approve the minutes of the November 19, 2019 Special Council Meeting, the minutes of the November 19, 2019 Council Meeting, the minutes of the December 3, 2019 Special Council Meeting, the minutes of the December 3, 2019 Council Meeting, the minutes of the December 16, 2019 Special Council Meeting, the minutes of the December 16, 2019 Workshop Council Meeting, the minutes of the December 17, 2019 Special Council Meeting, and the minutes of the December 17, 2019 Council Meeting. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

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

9. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800) 336-8975 Meeting ID: 743 645 1934 to register for citizen comments. Those wishing to speak are encouraged to call in 15 minutes before the meeting begins at the number provided above.

Mayor Pro Tem Koch opened citizen comments at 7:12 p.m.

Nanette Lucas was called to speak as registered. She mentioned that this was a momentous day with all that is happening in our country. She said that today was San Jacinto Day, a day we need to remember and honor. Wanted to speak about the Stagecoach Rd. tree and said she wanted to dedicate to the survivors of the Corona Virus. She spoke about keeping the tree in recognition of their survival. Ms. Lucas mentioned the tree was one of the oldest residents of Kyle. She stated that the tree is 100 years old and is not replaceable. She wants to see something other than removal of the tree and wishes for more respect of the environment. She mentioned moderate survival report concerning the tree and asked for a clear definition concerning the report. Ms. Lucas also mentioned it makes her sad to see house on top of house and the reason she moved to Kyle was for the wide-open spaces. She spoke about the community growing quickly. She thanked the Council for the time allowing her to speak.

With no one else wishing to speak, Mayor Pro Tem Koch closed citizen comments at 7:15 p.m.

#### **IV. Presentation**

10. Hays-Caldwell Women's Center Letter on Child Abuse and Sexual Assault Prevention and Awareness Month. ~ *Travis Mitchell, Mayor*

Mayor Pro Tem Koch brought forward Item No. 10 for discussion and gave the floor to Mayor Mitchell. Brandon Pendleton, Forensic Interviewer/Family Advocate for the Hays-Caldwell Women's Center was introduced. Mr. Pendleton also introduced his colleague, Kiara Nicholson. He spoke about the incident that took place over the weekend in San Marcos. He stated that he echoes the comments made by Council Members Scheel, Villalobos, and Rizo. He spoke about the situation being a result of domestic violence and the officers are their partners. Mr. Pendleton stated that the services of HCWC are available for the community during this time. He spoke about their mission to end violence and recognized the partnerships with Kyle Police, Hays County Sheriff's, Tx State, San Marcos, Buda PD, Hays CASA, and Ascension Seton Hays. Ms. Nicholson provided statistics regarding Child Abuse and Sexual Assault in Hays County. She spoke about people staying home to be safe, but that home is sometimes not a safe place for people due to stressful situations arising from the current COVID-19. She mentioned they wanted the community to know they are there for everyone. She mentioned the unity of all the various responders and expressed her appreciation to everyone. Mayor Mitchell said we consider you to be a vital resource in the community. Mayor Mitchell mentioned a letter sent out by the center and said he would forward to Council.

11. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Mayor Pro Tem Koch brought forward Item No. 11 for discussion. Mr. Barba presented the item. Mayor Pro Tem Koch asked if there any other questions for Mr. Barba. Council Member Villalobos stated that he would like to address something before moving on to the Consent Agenda. He stated that if a contractor were going to be digging on private property that they could give the property owner notice as a courtesy. He suggested door hangers or literature to the area property owners when a project is coming. The specific area he was speaking of was Burleson at Spring Branch. No action was taken.

#### **V. Consent Agenda**

12. *(Second Reading)* An Ordinance amending Article IX, Chapter 50, Stormwater Regulations to include restrictions upon the unnecessary distribution of printed materials. ~ *Kathy Roecker, Stormwater Management Plan Administrator and Aaron McInnes, Management Intern*

*City Council voted 7-0 to approve on first reading.*

13. Approve Amendment No. 1 to RAILPROS, INC., Grapevine, Texas, in an amount not to exceed \$6,950.00, increasing the total contract amount not to exceed \$25,450.00 for the purpose of providing additional observation services for the Southside Wastewater Improvements Project. ~ *Leon Barba, P.E., City Engineer*

14. Approve Amendment No. 1 to RAILPROS, INC., Grapevine, Texas, in an amount not to exceed \$11,304.00, increasing the total contract amount not to exceed \$27,884.00 for the purpose of providing additional flagging services for the Southside Wastewater Improvements Project. ~ *Leon Barba, P.E., City Engineer*
15. Approve a Resolution authorizing the negotiation of an agreement with BLACK & VEATCH CORPORATION, Austin, Texas, to provide consulting services as the Construction Manager/Construction Inspector for the wastewater treatment plant expansion. ~ *Leon Barba, P.E., City Engineer*
16. *(First Reading)* An Ordinance authorizing and directing the acquisition of 0.403 acres, more or less, for a permanent wastewater easement, in addition to the acquisition of 0.240 acres, more or less, for a permanent waterline easement out of separate economic unit of 3.500 acres, more or less, out of a 9.250 acre tract of land (“tract 21”), more or less, Hays County, Texas, and owned by Alexander Family Trust and BJ-MJ Alexander, LTD, more fully described by metes and bounds in Exhibit “A” to this ordinance and required for the completion of the construction, operation, and maintenance of the municipal water and wastewater facilities known as both the Southside Wastewater Improvements Project and the Blanco Basin Water and Wastewater Line Project; finding the acquisition of the property is required and necessary for a bona fide public use and the public’s safety, health and welfare is advanced by such acquisition; finding that the city has complied with all pre-acquisition requirements set forth in Chapter 21, Texas Property Code; confirming and ratifying prior authorizations, actions, and good faith negotiations with the owner of the property pursuant to the Texas Property Code; authorizing and directing city personnel to take such actions as are necessary to exercise the City’s power of eminent domain and acquire the easements on, over, through, and across the tract of land in a condemnation action and to take all other necessary steps to obtain such lands. ~ *Leon Barba, P.E., City Engineer*
17. *(First Reading)* An Ordinance authorizing and directing the acquisition of 0.20 acres, more or less, for a permanent wastewater easement, in addition to the acquisition of 0.12 acres, more or less, for a permanent waterline easement out of a separate economic unit of 3.00 acres, more or less, out of the 7.75 acre tract of land (tract 22), more or less, located in Hays County, Texas, and owned by Alexander Family Trust and BJ-MJ Alexander, LTD, more fully described by metes and bounds in Exhibit “A” to this ordinance and required for the completion of the construction, operation, and maintenance of the municipal water and wastewater facilities known as both the Southside Wastewater Improvements Project and the Blanco Basin Water and Wastewater Line Project; finding the acquisition of the property is required and necessary for a bona fide public use and the public’s safety, health and welfare is advanced by such acquisition; finding that the city has complied with all pre-acquisition requirements set forth in Chapter 21, Texas Property Code; confirming and ratifying prior authorizations, actions, and good faith negotiations with the owner of the property pursuant to the Texas Property Code; authorizing and directing city personnel to take such actions as are necessary to exercise the City’s power of eminent domain and acquire the easements on, over, through, and across the tract of land in a condemnation action and to take all other necessary steps to obtain such lands. ~ *Leon Barba, P.E., City Engineer*

18. *(First Reading)* An Ordinance making findings of fact; authorizing and directing the acquisition of 0.475 acres, more or less, for a permanent wastewater easement, in addition to the acquisition of 0.285 acres, more or less, for a permanent waterline easement out of a separate economic unit of 6.00 acres, more or less, out of the 23.700 acre tract of land (tract 23), more or less, located in Hays County, Texas, and owned by Alexander Family Trust and BJ-MJ Alexander, LTD, more fully described by metes and bounds in Exhibit "A" to this ordinance and required for the completion of the construction, operation, and maintenance of the municipal water and wastewater facilities known as both the Southside Wastewater Improvements Project and the Blanco Basin Water and Wastewater Line Project; finding the acquisition of the property is required and necessary for a bona fide public use and the public's safety, health and welfare is advanced by such acquisition; finding that the city has complied with all pre-acquisition requirements set forth in Chapter 21, Texas Property Code; confirming and ratifying prior authorizations, actions, and good faith negotiations with the owner of the property pursuant to the Texas Property Code; authorizing and directing city personnel to take such actions as are necessary to exercise the City's power of eminent domain and acquire the easements on, over, through, and across the tract of land in a condemnation action and to take all other necessary steps to obtain such lands. ~ *Leon Barba, P.E., City Engineer*
19. Approve a Second Amended Development Agreement between City of Kyle and Clayton Properties Group, Inc. d/b/a Brohn Homes. ~ *James R. Earp, Assistant City Manager*
20. A Resolution by the City of Kyle, Texas suspending the May 4, 2020 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas Division to implement interim grip rate adjustments for gas utility investment in 2019 and requiring delivery of this resolution to the company and legal counsel. ~ *Jerry Hendrix, Chief of Staff*

Mayor Pro Tem Koch asked if there were any items to be pulled from the Consent Agenda. There were none. Mayor Pro Tem Koch brought forward Item Nos. 12, 13, 14, 15, 16, 17, 18, and 19.

Council Member Scheel moved to approve Consent Agenda Item Nos. 12, 13, 14, 15, 16, 17, 18, 19, and 20. Council Member Villalobos seconded the motion.

There was discussion on the motion regarding whether Item No. 20 is on the Consent Agenda. It was determined that Mayor Pro Tem Koch was looking at an old version of the agenda. The motion was confirmed to approve Item Nos. 12 - 20.

All votes aye; motion carried 7-0.

## **VI. Consider and Possible Action**

21. Authorize a Purchase Order to HOLT CAT in the amount not to exceed \$33,844.26 for the purchase of a drum mulcher attachment for Skid Steer for use by the Parks Maintenance crews on City's parks and trails. ~ *Mariana Espinoza, Director of Parks & Recreation*

Mayor Pro Tem Koch brought forward Item No. 21 for discussion. Ms. Espinoza presented the item.

Council Member Villalobos moved to authorize a Purchase Order to Holt Cat in the amount not to exceed \$33,844.26 for the purchase of a drum mulcher attachment for Skid Steer for use by the Parks Maintenance crews on City's parks and trails. Mayor Pro Tem Koch seconded the motion.

There was discussion on the motion. Council Member Scheel reiterated what the other Council Members stated. She spoke about her experience, clearing with machetes with members of the Parks Department. She thanked Ms. Espinoza for her and her staff's work on the trails. Mayor Pro Tem Koch recognized Council Members Ellison and Rizo for their participation at the Great River Cleanup. Council Member Scheel recognized Kathy Roecker for organizing the event. The Council expressed appreciation for all Staff and Citizens for their participation organizing and helping with the event.

All votes aye; motion carried 7-0.

22. Authorize the hiring of two new seasonal positions to be dedicated for the maintenance of City's park trails in the Parks and Recreation Department. ~ *Mariana Espinoza, Director of Parks & Recreation*

Mayor Pro Tem Koch brought forward Item No. 22 for discussion. Ms. Espinoza presented the item.

Mayor Mitchell moved to authorize the hiring of two new seasonal positions to be dedicated for the maintenance of City's park trails in the Parks and Recreation Department. Council Member Scheel seconded the motion.

There was discussion on the motion. Council Member Villalobos mentioned Ms. Espinoza and recognized her for doing a great job. He said she is efficient, and that people love their jobs. He spoke about production within the department.

All votes aye; motion carried 7-0.

23. *(First Reading)* An Amendment to an Ordinance of the City of Kyle, Texas Regulating City Roads, Rights of Way, Easements or Utility Infrastructure and such use thereof by Pipelines; Making Findings of Fact; Providing Definitions; Providing a Maximum Penalty; Providing Severability and Open Meetings Clauses; and Providing for Related Matters. ~ *Barbara Boulware-Wells, Assistant City Attorney*

Mayor Pro Tem Koch brought forward Item No. 23 for discussion. Ms. Paige Saenz presented the item.

Council Member Villalobos moved to approve an Amendment to an Ordinance of the City of Kyle, Texas Regulating City Roads, Rights of Way, Easements or Utility Infrastructure and such use thereof by Pipelines; Making Findings of Fact; Providing Definitions; Providing a Maximum Penalty; Providing Severability and Open Meetings Clauses; and Providing for Related Matters. Council Member Rizo seconded the motion.

All votes aye; motion carried 7-0. There were no objections to having the Ordinance finally passed.

24. Consider a request for a waiver to allow 50-foot wide rights-of-way (ROW) for the local, residential streets, internal to the subdivision. (Goforth Kyle Subdivision - SUB-19-0084)  
~ *Howard J. Koontz, Director of Planning and Community Development*

Mayor Pro Tem Koch brought forward Item No. 24 for discussion. Mr. Koontz presented the item. Chris Rawls, the applicant, made himself available for questions.

Council Member Scheel moved to approve a request for a waiver to allow 50-foot wide rights-of-way (ROW) for the local, residential streets, internal to the subdivision. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

25. Discussion and possible action for a three-way stop at the intersection of Scott and Allen Streets. ~ *Robert Rizo, Council Member*

Mayor Pro Tem Koch brought forward Item No. 25 for discussion and gave the floor to Council Member Rizo.

Council Member Rizo moved to direct staff to install three-way stop signs and to fix the sidewalks to be ADA compliant at Allen and Scott Streets. Council Member Tobias seconded the motion.

There was discussion on the motion. Council Member Villalobos asked whether the Council intends for this to be permanent or bring back proposals for a roundabout. Mr. Barba stated that he will bring back an Ordinance at the next meeting. Mr. Sellers stated staff will also provide a schematic for the traffic circle. Council Member Villalobos recognized Council Member Rizo for bringing this item forward, which was echoed by Mayor Pro Tem Koch.

All votes aye; motion carried 7-0.

26. *(First Reading)* An Ordinance of the City of Kyle, Texas Repealing Portions of City Ordinances Closing Daycare Facilities; and Providing for Related Matters. ~ *Travis Mitchell, Mayor*

Mayor Pro Tem Koch brought forward Item No. 26 for discussion and gave the floor to Mayor Mitchell. Ms. Saenz presented the item.

Mayor Pro Tem Koch moved to approve an Ordinance of the City of Kyle, Texas Repealing Portions of City Ordinances Closing Daycare Facilities; and Providing for Related Matters. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

Council Member Scheel asked whether the item could be finally passed. Mayor Pro Tem Koch asked City Attorney Saenz whether that is appropriate. She stated it is. With no objections, the Ordinance was finally passed.

27. Recommend Mayor Issue an Order to suspend and waive rules related to Recreational Vehicles in Kyle. ~ *Michael Tobias, Council Member*

Mayor Pro Tem Koch brought forward Item No. 27 for discussion and gave the floor to Council Member Tobias. He stated that the situation has already been resolved. No action was taken.

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

28. 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*

Mayor Pro Tem Koch brought forward the City Manager's Report for discussion. Mr. Sellers spoke about the need for Charter Review Commission nominations from Council for the next meeting and the timeline regarding this task.

## **VIII. Executive Session**

29. 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.
    - Kinder Morgan Pipeline Litigation
  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.
    - Project Indigo
    - Project Just Peachy

Mayor Pro Tem Koch brought forward Item No. 29. Council Member Scheel 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 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: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Kinder Morgan Pipeline Litigation."

The City Council convened into executive session at 8:27 p.m.

30. Take action on items discussed in Executive Session.

The City Council reconvened into open session at 8:43 p.m. Mayor Pro Tem Koch announced that no action took place in executive session and no action would be taken now.

## **IX. Adjourn**

Council Member Scheel moved to adjourn. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 8:43 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary

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# CITY OF KYLE, TEXAS

## 2020 0505 Special Minutes

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - May 5, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ 2020 0505 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on May 5, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743-645-1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Dir.  
Jennifer Vetrano, City Secretary  
Matt Dawson, IT Director

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

Mayor Mitchell called the meeting to order at 5:31 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Scheel, Council Member Rizo, and Council Member Tobias. A quorum was present. Council Member Villalobos was absent. He arrived at 5:43 p.m. and entered into executive session.

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

1. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800) 336-8975 Meeting ID: 743 645 1934 to register for citizen comments. Those wishing to speak are encouraged to call in 15 minutes before the meeting begins at the number provided above.

Mayor Mitchell opened citizen comments at 5:32 p.m.

Lila Knight was called to speak as registered. She opposed the Executive Session item, Center Street Reconstruction Project. Ms. Knight commented it was important now more than ever to be as transparent as possible and it is her hopes the Council will work much harder to provide transparency to the Citizens and Taxpayers. Ms. Knight mentioned the reconstruction of Center St. item listed in Executive Session, she mentioned wanting the item heard in public and seen no need in discussing a public road in closed session. She talked about spending taxpayer revenue and not their own and hoped the road would be discussed publicly.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 5:34 p.m.

### **III. Executive Session**

2. 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.
    - Plum Creek Escrow Agreement
    - Private Lot on Philomena
    - Sunset Hills
    - Center Street Reconstruction Project
  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.
    - Project Indigo
    - Project Just Peachy
    - Project Scarlet

Council Member Scheel 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 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: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Plum Creek Escrow Agreement, Private Lot on Philomena, Sunset Hills, and Center Street Reconstruction Project; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Indigo, Project Just Peachy, and Project Scarlet.”

The City Council convened into executive session at 5:35 p.m.

Council Member Villalobos arrived at 5:43 p.m. and entered into executive session.

3. Take action on items discussed in Executive Session.

Mayor Mitchell moved to reconvene into open session. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

The City Council reconvened into open session at 7:11p.m. Mayor Mitchell announced that no action took place in Executive Session, but action would be taken now.

Mayor Mitchell moved to authorize the City Manager to execute an escrow agreement in the form approved by the City Attorney for the first phase of Uptown Kyle to guarantee subdivision infrastructure and to allow drawdowns to pay for construction costs. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

#### **IV. Adjourn**

Mayor Mitchell moved to adjourn. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 7:12 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary



# CITY OF KYLE, TEXAS

2020 0505 Minutes

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Meeting Minutes - May 5, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

☐ 2020 0505 DRAFT Minutes

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Regular Session on May 5, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Dir.  
Jennifer Vetrano, City Secretary  
Leon Barba, City Engineer  
Yvonne Gil-Vallejo, Project Manager  
Kathy Roecker, SWMP Administrator  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Sandra Duran, HR Director  
Matt Dawson, IT Director  
Danielle Harvey, IT Technician  
Marco Forti, IT Technician  
Kayleigh Soukup, IT Technician  
Adrian Gooden, IT Technician  
Paul Phelan, Library Director  
Mariana Espinoza, PARD Director  
Howard Koontz, Community Dev Director  
Jeff Barnett, Chief of Police  
Pedro Hernandez, Police Captain  
Harper Wilder, Director of Public Works  
Brian Lillibridge, Asst Director of Public Works  
Tim Samford, Div. Mgr. – Treatment Ops

Lila Knight

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

Mayor Mitchell called the meeting to order at 7:14 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

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

## **II. Approval of Minutes**

1. City Council Special Meeting Minutes - January 7, 2020. ~ *Jennifer Vetrano, City Secretary*
2. City Council Meeting Minutes - January 7, 2020. ~ *Jennifer Vetrano, City Secretary*
3. City Council Special Meeting Minutes - January 21, 2020. ~ *Jennifer Vetrano, City Secretary*
4. City Council Meeting Minutes - January 21, 2020. ~ *Jennifer Vetrano, City Secretary*
5. City Council Special Meeting Minutes - February 4, 2020. ~ *Jennifer Vetrano, City Secretary*
6. City Council Meeting Minutes - February 4, 2020. ~ *Jennifer Vetrano, City Secretary*
7. City Council Workshop Meeting Minutes (AM) - February 8, 2020. ~ *Jennifer Vetrano, City Secretary*
8. City Council Workshop Meeting Minutes (PM) - February 8, 2020. ~ *Jennifer Vetrano, City Secretary*
9. City Council Workshop Meeting Minutes - February 9, 2020. ~ *Jennifer Vetrano, City Secretary*
10. City Council Special Meeting Minutes - February 18, 2020. ~ *Jennifer Vetrano, City Secretary*
11. City Council Meeting Minutes - February 18, 2020. ~ *Jennifer Vetrano, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Scheel moved to approve the minutes of the January 7, 2020 Special Council Meeting, January 7, 2020 Council Meeting, January 21, 2020 Special Council Meeting, January 21, 2020 Council Meeting, February 4, 2020 Special Council Meeting, February 4, 2020 Council Meeting, February 8, 2020 (A.M.) Workshop Meeting, February 8, 2020 (P.M.) Workshop Meeting, February 9, 2020 Workshop Meeting, February 18, 2020 Special Meeting, and the February 18, 2020 Council Meeting. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

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

12. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800) 336-8975 Meeting ID: 743 645 1934 to register for citizen comments. Those wishing to speak are encouraged to call in 15 minutes before the meeting begins at the number provided above.

Mayor Mitchell opened citizen comments at 7:16 p.m.

Lila Knight was called to speak as registered. Ms. Knight spoke about Council transparency for the taxpayers. She mentioned Center Street Reconstruction Project and said it is a public street and it was discussed behind closed doors. Ms. Knight mentioned a Workshop covering 16

different topics and it was unclear of what was discussed during the meeting. She spoke about Local Government Code and mentioned the City Secretary failed to release financial disclosures and she was told she could only examine those at City Hall. She said in the past she has received the documents. She mentioned the various committees, Texas Attorney General and Open Meetings Act. She mentioned that the Council receives \$1,200.00 annually from the taxpayers and urged a response regarding her concerns. She said she looks forward to more transparency in the very near future.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:20 p.m.

#### **IV. Presentation**

13. Introduction of Carla Sheridan, Assistant City Secretary. ~ *Jennifer Vetrano, City Secretary*

Mayor Mitchell brought forward Item No. 13 for discussion. Ms. Vetrano introduced Ms. Sheridan to the Council and public. No action was taken.

14. Task force update on Police Headquarters Construction. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 14 for discussion. Chief Barnett presented the item. No action was taken.

15. City Managers report 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*
- Kyle Community Survey 2020
  - Budget Workshop June 13

Mayor Mitchell brought forward the City Manager's Report.

Mr. Sellers spoke about the annual Kyle Community Survey 2020. He reported on the survey and the Citizen's input on Survey being used to assist in formulating the annual budget. He mentioned that there were 543 respondents for the survey. Mr. Sellers announced the winner for the contest out of the festive straw hat and announced Judy Gardner as winner of the pie. Mr. Sellers also mentioned the Budget Retreat date change. He discussed revenue numbers and concern of the possible effects of tax revenue from COVID. He mentioned a proposal date of June 13<sup>th</sup> for the Workshop Meeting at 8:30 a.m. Mr. Sellers reported they are still searching for a venue for the retreat.

16. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 16 for discussion. Mr. Barba presented the item. No action was taken.

#### **V. Consent Agenda**

17. A Resolution of the City Council of the City of Kyle, Texas accepting the Cool Springs Subdivision Phase II 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*

During Item No. 16, Mr. Barba requested this item be postponed to the next council meeting. Mayor Mitchell skipped the item.

## **VI. Consider and Possible Action**

18. Consider approval of Kyle Citizens on Patrol Designs. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 18 for discussion. Chief Barnett presented the item.

Mayor Mitchell moved to approve the Kyle Citizens on Patrol Designs as presented. Council Member Rizo seconded the motion. All votes aye; motion carries 7-0.

19. *(First Reading)* Approve an Ordinance regulating traffic, authorizing, and directing the installation and erection of stop signs for traffic control at the intersection of Scott Street and W. Allen Street in the city limits of Kyle. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell brought forward Item No. 19 for discussion. Mr. Barba presented the item. Council Member Rizo moved to approve the Ordinance as specified. Council Member Villalobos seconded the motion.

There was discussion on the motion. Mayor Pro Tem Koch spoke to Mr. Barba and stressed his appreciation for the quality of the design that Mr. Barba and his department provided concerning the item.

All votes aye; motion carried 7-0. There were no objections to the Ordinance being finally passed.

20. Ratify Mayor's Order No. 6 regarding gas station and day care measures, sanitation measures for retail providers, repealing minimum gathering limits in prior orders, and providing for public, HOA, and semi-public pools and playgrounds to remain closed.  
~ Travis Mitchell, Mayor

Mayor Mitchell brought forward Item No. 20 for discussion. Mayor Mitchell presented the item.

Mayor Pro Tem Koch moved to approve the order as written. Council Member Villalobos seconded the motion.

There was discussion on the motion. Council Member Scheel stressed her appreciation for all the hard work the Mayor has done. She thanked Council Member Ellison and said she wholeheartedly agreed with him. Council Member Scheel pleaded to the community to wear a face mask and to understand it is for the protection of everyone in the community.

All votes aye; motion carries 7-0.

There was discussion after the vote. Council Member Rizo mentioned it is day two of National Air Quality Awareness Week and it is also World Asthma Day. He spoke of air pollution and asthma and mentioned 1 out of 16 kids in Central Texas having asthma and 13.7 annual related

hospitalizations for every 10,00 children. He urged everyone to do their part to keep our air and ozone safe.

## **VII. Executive Session**

21. 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.
  - Plum Creek Escrow Agreement
  - Private Lot on Philomena
  - Sunset Hills
  - Center Street Reconstruction Project
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.
  - Project Indigo
  - Project Just Peachy
  - Project Scarlet

Council Member Scheel 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 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. convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City: Project Just Peachy, and Project Scarlet.

The City Council convened into executive session at 8:32 p.m.

22. Take action on items discussed in Executive Session.

The City Council reconvened into open session at 9:54 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

**VIII. Adjourn**

Mayor Mitchell moved to adjourn. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carries 7-0.

With no further business to discuss, the City Council adjourned at 9:54 p.m.

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

Attest:

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



# CITY OF KYLE, TEXAS

## 2020 0519 Special Minutes

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - May 19, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

☐ 2020 0519 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on May 19, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Dir.  
Jennifer Vetrano, City Secretary  
Leon Barba, City Engineer  
Kathy Roecker, SWMP Administrator  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Matt Dawson, IT Director  
Howard Koontz, Community Dev Director  
Mario Perez, Building Official  
Harper Wilder, Director of Public Works  
Tatum Troutt, Management Intern

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

Mayor Mitchell called the meeting to order at 5:33 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Scheel, Council Member Villalobos, and Council Member Tobias. A quorum was present. Council Member Rizo was absent, but arrived at 5:36 p.m.

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

1. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800) 336-8975 Meeting ID: 743 645 1934 to register for citizen comments. Those wishing to speak are encouraged to call in 15 minutes before the meeting begins at the number provided above.

Mayor Mitchell opened citizen comments at 5:34 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:34 p.m.

### **III. Executive Session**

2. 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.
    - National Sign Plazas
    - Public/Private Easements/Notifications to Property Owners
    - Flooding concerns in Bunton Creek Village and Park Place
    - Chapter 245 Development Agreement
  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.
    - Project Just Peachy

Council Member Scheel 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 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: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - National Sign Plazas, Public/Private Easements/Notifications to Property Owners, Flooding concerns in Bunton Creek Village and Park Place, Chapter 245 Development Agreement; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Just Peachy.”

The City Council convened into executive session at 5:35 p.m. Council Member Rizo arrived and entered into executive session at 5:36 p.m.

3. Take action on items discussed in Executive Session.

Mayor Mitchell moved to reconvene into open session. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

The City Council reconvened into open session at 7:04 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

**IV. Adjourn**

Mayor Mitchell moved to adjourn. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 7:05 p.m.

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

Attest:

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



# CITY OF KYLE, TEXAS

2020 0519 Minutes

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Meeting Minutes - May 19, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

☐ 2020 0519 DRAFT Minutes



## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on May 19, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Dir.  
Jennifer Vetrano, City Secretary  
Carla Sheridan, Assistant City Secretary  
Leon Barba, City Engineer  
Kathy Roecker, SWMP Administrator  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Sandra Duran, HR Director  
Matt Dawson, IT Director  
Paul Phelan, Library Director  
Mariana Espinoza, PARD Director  
Howard Koontz, Community Dev Director  
Jeff Barnett, Chief of Police  
Harper Wilder, Director of Public Works  
Tatum Troutt, Management Intern

Kate Johnson  
Lila Knight  
Jed Buie  
Ashley Kegley  
Sarah O'Brien  
Elmer Guardado  
Kate Stevenson  
Addie Burgess  
Patti Hixon

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

Mayor Mitchell called the meeting to order at 7:06 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

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

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

1. City Council Special Meeting Minutes - March 3, 2020. ~ *Jennifer Vetrano, City Secretary*
2. City Council Meeting Minutes - March 3, 2020. ~ *Jennifer Vetrano, City Secretary*
3. City Council Special Meeting Minutes - March 23, 2020. ~ *Jennifer Vetrano, City Secretary*
4. City Council Special Meeting Minutes - March 27, 2020. ~ *Jennifer Vetrano, City Secretary*

5. City Council Special Meeting Minutes - April 3, 2020. ~ *Jennifer Vetrano, City Secretary*
6. City Council Special Meeting Minutes - April 7, 2020. ~ *Jennifer Vetrano, City Secretary*
7. City Council Meeting Minutes - April 7, 2020. ~ *Jennifer Vetrano, City Secretary*
8. City Council Special Meeting Minutes - April 16, 2020. ~ *Jennifer Vetrano, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Scheel moved to approve the minutes of the March 3, 2020 Special Council Meeting, March 3, 2020 Council Meeting, March 23, 2020 Special Council Meeting, March 27, 2020 Special Council Meeting, April 3, 2020 Special Council Meeting, April 7, 2020 Special Council Meeting, April 7, 2020 Council Meeting, and April 16, 2020 Special Council Meeting. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

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

9. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800) 336-8975 Meeting ID: 743 645 1934 to register for citizen comments. Those wishing to speak are encouraged to call in 15 minutes before the meeting begins at the number provided above.

Mayor Mitchell opened citizen comments at 7:08 p.m.

Kate Johnson was called to speak as registered. She spoke about being the Chair of the Kyle Railroad Depot Board and also Chair of the Hays County Historical Commission. She thanked the Council for reconsidering demolishing the Old Stagecoach Rd tree. She mentioned the tree standing straight and strong facing adversity. She said the tree has been in Kyle since Hays County was formed in 1848 and Kyle was created in 1880. She talked about the names of the Old Stagecoach Road. She mentioned El Camino Real de los Tejas and Old San Antonio Road. She mentioned historical individuals who had used the historic road in the past such as General Burleson, Mary Kyle Hartson, and Fergus Kyle. She mentioned long-time residents knowing the value of the tree.

Lila Knight was called to speak as registered. She echoed what Ms. Johnson said. Ms. Knight expressed her appreciation for the Council reconsidering the removal of the tree on Stagecoach Rd. Ms. Knight acknowledged Kyle City Secretary Jennifer Vetrano and said, "She has been very patient with me for my open records request and she has been really accommodating and really an awesome City Secretary and I love her really."

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:11p.m.

### **IV. Appointments**

10. Nominate and appoint qualified voter(s) to the Charter Review Commission. ~ *Travis Mitchell, Mayor*
  - Louis Craig ~ *Mayor Travis Mitchell*
  - Bret Corwin ~ *Mayor Pro Tem Rick Koch*
  - Joe Ryan ~ *Council Member Dex Ellison*

- David Vail ~ *Council Member Tracy Scheel*
- Diane Hervol ~ *Council Member Robert Rizo*
- Mark Trahan ~ *Council Member Alex Villalobos*
- Sheila Henderson ~ *Council Member Michael Tobias*

Mayor Mitchell brought forward Item No. 10 for discussion, and he presented the item.

Mayor Mitchell moved to approve the nomination on the agenda for the Charter Review Commission and direct that Commission to bring back their recommendation on the second regularly scheduled City Council meeting in July, as well as appointing the office of the City Secretary, and the office of the City Manager to serve as Staff support. Mayor Pro Tem Koch seconded the motion.

There was discussion on the motion. Council Member Rizo asked for clarification on the motion. Mayor Mitchell responded that the Charter Review Commission could bring back their recommendation. If we think they do not have time, we should direct them to bring back their recommendation further down the road. Mayor Mitchell mentioned he felt 6 weeks would be long enough and if the Committee felt they cannot have this done, hopefully we will learn about their concern before the second week in July.

All votes aye; motion carried 7-0.

## **V. Presentation**

### **11. Memorial Day Proclamation. ~ *Robert Rizo, Council Member***

Mayor Mitchell brought forward Item No. 11 for discussion and gave the floor to Council Member Rizo, who presented the proclamation. Mr. Sellers read a letter from Michaela Seitz regarding her Girl Scout Silver Award project, related to the Heroes Memorial Park. No action was taken.

### **12. Kyle Food Giveaway. ~ *Robert Rizo, Council Member***

Mayor Mitchell brought forward Item No. 12 for discussion and gave the floor to Council Member Rizo. No action was taken.

### **13. Task force update on Police Headquarters Construction. ~ *Jeff Barnett, Chief of Police***

Mayor Mitchell brought forward Item No. 13 for discussion. Chief Barnett presented the item. No action was taken.

### **14. Update on COVID-19, Local Orders, and Plans to reopen City Facilities. ~ *Travis Mitchell, Mayor***

Mayor Mitchell brought forward Item No. 14 for discussion and presented the item. No action was taken.

15. Kyle Community Survey 2020 Results. ~ *Tatum Troutt, Management Intern*

Mayor Mitchell brought forward Item No. 15 for discussion. Ms. Troutt presented the item. No action was taken.

16. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 16 for discussion. Mr. Barba presented the item. No action was taken.

**VI. Consent Agenda**

Mayor Mitchell brought forward the consent agenda, stating he would entertain a motion.

17. Authorize the Chief of Police to Execute and Accept a Grant Award on behalf of the Police Department from the Texas Office of the Attorney General in the Amount of \$3,700 for the purpose of acquiring software and supplies in support of the partnership with the Internet Crime Against Children (ICAC) Task Force Program. ~ *Jeff Barnett, Chief of Police*
18. A Resolution of the City Council of the City of Kyle, Texas accepting the Cool Springs Subdivision Phase II 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*
19. Approve an amendment to the City Manager's contract to allow for any retirement contributions (TMRS) that exceed the maximum IRS compensation limit then such overage shall be deposited into a separate qualified retirement plan of City Manager's choosing. ~ *Sandra Duran, Director Human Resources/Paige Saenz, City Attorney*
20. Approve a Resolution of the City Council requesting the Texas Department of Transportation initiate the process to remove a portion of RM 967 and convey to the City of Kyle for future ownership of the right-of-way and maintenance. ~ *Leon Barba, P.E., City Engineer*
21. Authorize the City Manager, or his designee, to execute the Public Highway At-Grade Crossing Agreement with UNION PACIFIC RAILROAD COMPANY to make certain improvements at the Opal Lane Railroad Crossing. ~ *Leon Barba, P.E., City Engineer*

Council Member Scheel moved to approve Agenda Item Nos. 22, 23, 24, 25, 26, 27, and 28. Without a second, Mayor Mitchell stated that he believes the motion should be for Agenda Item Nos. 17 - 21. Council Member Scheel amended her motion to approve Consent Agenda Item Nos. 17, 18, 19, 20, and 21. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

**VII. Consider and Possible Action**

23. Approve a contract with Buie & Company in a base amount not to exceed \$75,000, for the purpose of providing community education and engagement for the November bond election for a proposed City of Kyle Police facility. ~ *Police Facility Task Force*

Mayor Mitchell brought forward Item No. 23 for discussion out of order before Item No. 22. Council Member Ellison presented the item. He introduced Jed Buie, who spoke about his company, and their plan for this project. Other members of Buie introduced themselves: Ashley Kegley, Sarah O'Brien, Elmer Guardado and Kate Stevenson. Ms. O'Brien also introduced Addie Burgess and Patti Hixon who were having technical difficulties with their connections.

Council Member Ellison moved to approve a contract with Buie & Company in a base amount not to exceed \$75,000.00, for the purpose of providing community education and engagement for the November bond election for a proposed City of Kyle Police facility. Council Member Villalobos seconded the motion.

There was discussion on the motion. Council Member Ellison asked Mr. Hendrix whether the amount includes contingency. Mr. Hendrix stated it includes their proposal and the hard cost, we talked as a committee about adding another \$10,000.00 contingency that would need to be approved by the committee and or the Council. Council Member Ellison requested to make a friendly amendment to his original motion to include the \$10,000.00 contingency. Council Member Villalobos seconded the amendment. Mayor Mitchell asked for clarification that the \$10,000.00 would be allocated in the budget but subject to Council approval. Council Member Ellison confirmed.

All votes aye; motion carried 7-0.

22. Reconsideration of prior Council action regarding the oak tree that sits on Stagecoach Road.  
~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 22 for discussion after Agenda Item No. 23 and gave the floor to Council Member Rizo.

Mayor Mitchell moved to reconsider prior Council action directing staff to continue engineering the road in such a way, that it allowed for the removal of the tree. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell moved to direct Staff to pause the continuation of engineering in our contract and not proceed past 30 percent engineering under the current plan and to continue exploring ways to improve Stagecoach through expansion of a street solution with Harper in the Public Works Department. without cutting down the tree. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Rizo asked whether saving the tree needs to be mentioned. Council Member Villalobos spoke about consulting with experts. He stated that this tree has been through a couple of pandemics and is still standing. Discussion continued. Council Member Scheel thanked Council Member Rizo for bringing the item back and Staff for trying to find ways to save the tree. Council Member Ellison stated that he agrees with reconsidering and moving forward with engineering to find a way for the tree to stay there. He felt that it was a rushed decision, and he is thankful for the citizens who reached out with thoughts and concerns. Mayor Pro Tem Koch thanked Council Members Rizo and Scheel and Mayor Mitchell for their work on this. He stated that the decision is not cut and dry, and they are trying to make the best decision for the right conclusion. He stated they are looking forward to Mr. Wilder and the Public Works Department and what they come forward with.

All votes aye; motion carried 7-0.

24. *(First Reading)* An Ordinance of the City of Kyle, Texas, (“City”) providing for utilities to be installed underground; and providing for related matters. ~ *James R. Earp, Assistant City Manager*

Mayor Mitchell brought forward Item No. 24 for discussion. Mr. Earp presented the item.

Mayor Mitchell moved to approve an Ordinance of the City of Kyle, Texas, (“City”) providing for utilities to be installed underground; and providing for related matters, and to direct staff to explore options for enforcement to be brought back at recommended second reading. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0. Mayor Mitchell objected to the ordinance being finally passed.

25. Consider a request for a waiver from Fiberlight, LLC for to place fiber on the existing PEC poles east along Kohlers Crossing/CR171 from about 850 ft east of the railroad tracks to the intersection of County Rd 210, about 2,958 ft. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 25 for discussion. Mr. Sellers presented the item.

Council Member Scheel moved to deny the waiver from Fiberlight, LLC to place fiber on the existing PEC poles east along Kohlers Crossing. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

26. *(First Reading)* Approve an Ordinance of the City of Kyle, Texas, zoning for traffic and rate of speed therein, on FM150 (Center Street) from Rebel Drive to Front Street in the city limits of Kyle; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; and with a saving clause repealing conflicting laws. ~ *Leon Barba, P. E., City Engineer*

Mayor Mitchell brought forward Item No. 26 for discussion. Mr. Barba presented the item.

Mayor Mitchell moved to approve an Ordinance of the City of Kyle, Texas, zoning for traffic and rate of speed therein, on FM150 (Center Street) from Rebel Drive to Front Street in the city limits of Kyle; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions thereunder; and with a saving clause repealing conflicting laws. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

There was discussion after the vote. Council Member Ellison thanked Leon and Staff. Council Member Rizo thanked Leon, Harper Chief and Council for the stop signs on Allen and Scott Streets and mentioned people can turn safely. Council Member Tobias mentioned seeing a family crossing area safely and thanked everyone.

Mr. Sellers asked if the Ordinance could be finally passed. Mayor Mitchell announced, with no objections, the ordinance was finally passed.

28. Discussion and Possible Action to Create a City Council/ Staff Task Force Focused on Continuing Initiatives Outlined in Texas Downtown Association Report. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 28 for discussion out of order after Item No. 26 and gave the floor to Council Member Ellison.

Council Member Ellison moved to create a Council and Staff Task Force focused on continuing initiatives outlined in the Texas Downtown Association report, as well as any additional scope dealing with our overall Downtown area, to make recommendations to Council. Council Member Tobias seconded the motion.

There was discussion on the motion. Ms. Paige Saenz asked whether any Council Members were specified for the Task Force. Council Member Ellison stated he would like to make a friendly amendment to his motion to name Council Members Scheel, Tobias and Ellison to the Task Force. Council Member Tobias was amenable to the amendment.

All votes aye; motion carried 7-0.

27. Discussion regarding Fajita Festival, Pie in the Sky, and other 2020 events. ~*Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 27 for discussion, and he presented the item. No action was taken.

### **VIII. Executive Session**

29. 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.
  - National Sign Plazas
  - Public/Private Easements/Notifications to Property Owners
  - Flooding concerns in Bunton Creek Village and Park Place
  - Chapter 245 Development Agreement
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.
  - Project Just Peachy

There was no executive session.

30. Take action on items discussed in Executive Session.

**IX. Adjourn**

Mayor Mitchell moved to adjourn. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 10:17 p.m.

---

Travis Mitchell, Mayor

Attest:

---

Jennifer A. Vetrano, City Secretary





# CITY OF KYLE, TEXAS

## Kyle Mass Food Distribution

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Report on Kyle Mass Food Distribution event. ~ *Robert Rizo, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Police Headquarters Construction Update

**Meeting Date:** 6/2/2020

**Date time:** 7:00 PM

**Subject/Recommendation:** Task force update on Police Headquarters Construction. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## CIP/Road Projects Update

**Meeting Date:** 6/2/2020

**Date time:** 7:00 PM

**Subject/Recommendation:** CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## PEC Easement for Electrical Service at WWTP

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve conveyance of a 20' utility easement to Pedernales Electric Cooperation, Inc. of Johnson City, Texas, to provide temporary electrical service to a construction trailer for Archer Western Contractors, LLC. during the construction of the wastewater treatment plant expansion. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Per Mike Moore, Electrical Distribution Designer of Pedernales Electric Cooperation, Inc., the easement document is kept in a folder until the new wastewater treatment plant expansion is completed and the electrical service is disconnected and removed from the construction trailer. Once all the work has been completed, the easement will be returned to the Grantor (City of Kyle). There is no survey information or detailed offer with the easement documents since it is a temporary use.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- ☐ Kyle WWTP Expansion - PEC Easement Document

**UTILITY EASEMENT****THE STATE OF TEXAS**

§

**COUNTY OF HAYS**

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

That the **City of Kyle**, by and through \_\_\_\_\_, in the capacity of \_\_\_\_\_, and not individually, hereinafter referred to as "Grantor" (whether one

(Title)

(Printed Name)

or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in **Hays** County, Texas, to-wit:

Being 72.01 acres of land, more or less, out of the Albert Pace Survey, Abstract No. 367, in Hays County, Texas, as described on instrument (Deed) recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Official Property Records of Hays County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, or as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs, and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**Sign and notarize on second page.**

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Kyle**  
(Printed Corporate or Business Name)

By: \_\_\_\_\_  
(Printed General Partner or Manager Name)

\_\_\_\_\_  
(Signature)

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_, acting on behalf of the **City of Kyle**  
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

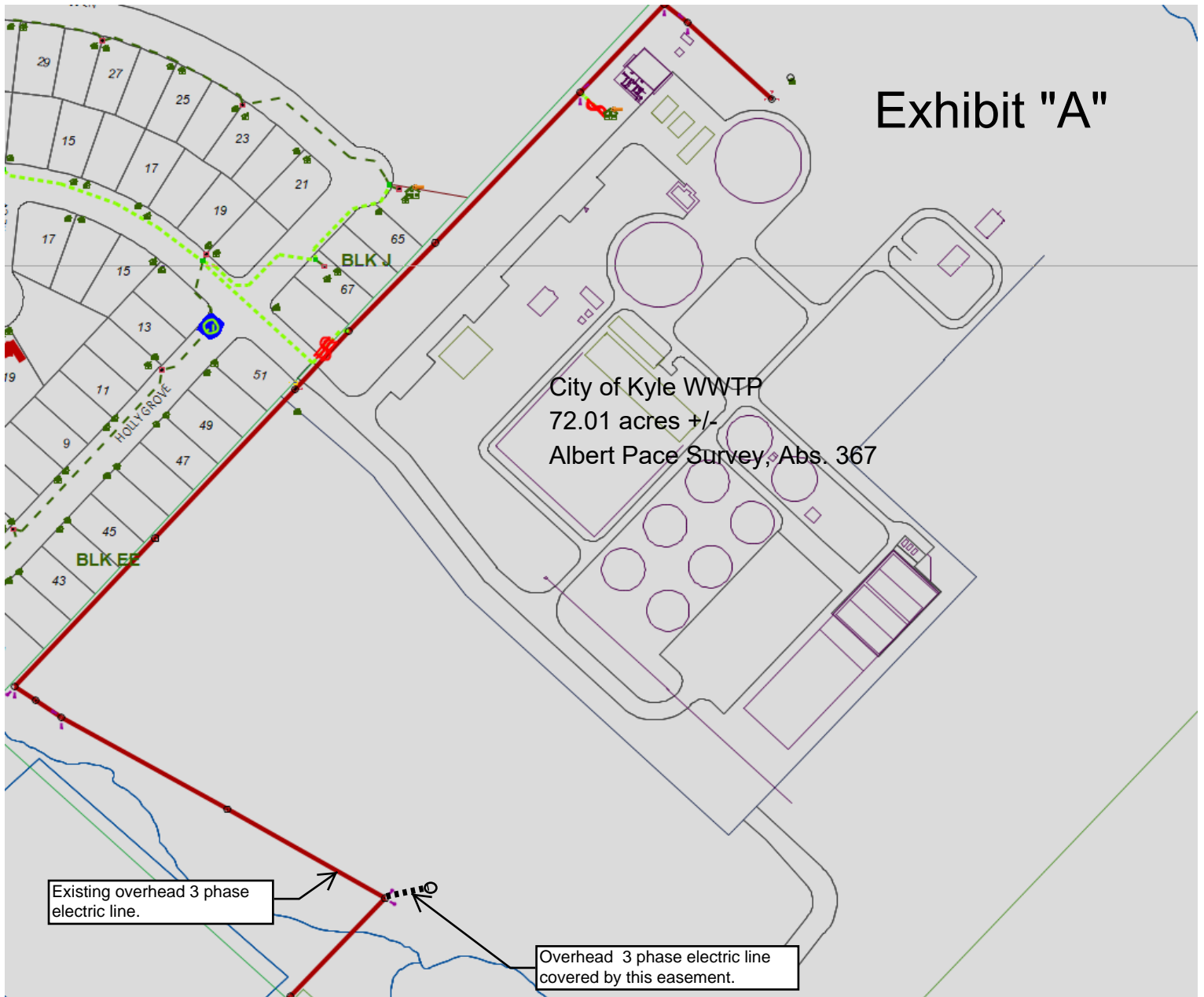
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

Please Return to:

Mike Moore  
Pedernales Electric Cooperative  
1810 FM150 West  
Kyle, Texas 78640

# Exhibit "A"





## CITY OF KYLE, TEXAS

Approve ROW dedication deeds  
(Burnham and Benner) for Plum  
Creek Uptown

Meeting Date: 6/2/2020

Date time: 7:00 PM

**Subject/Recommendation:** Approve dedication of right of way for two streets (Burnham and Benner) for Plum Creek Uptown from PC Operating Partners, Ltd. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** The first ROW dedication is Burnham which is located north of Doherty and consists of 0.370 acres. See page 7 of 10 in EXHIBIT A for a map of the location.

The second ROW dedication is Benner which is located north of Doherty and consists of 0.370 acres. See page 10 of 10 in EXHIBIT A for a map of the location.

Both dedications, subject to the easement reserved herein by Grantor, each being a 0.370 acre of land in the M.M. Mccarver survey No. 4, A-10 Hays County, Texas; each being a portion of a called 5.002 acre tract of land designated as tract three, parcel one, and described in the deeds to PC Operating Partners, LTD. of record in Volume 5233, Page 198, official Public Records of Hays County, Texas; each said 0.370 acre of land as surveyed by Bowman Consulting Group, Ltd., each being more particularly described on the attached and incorporated EXHIBIT "A".

This ROW shall be used by the City for public street, ingress, egress, right of way and utility (including public, private, telecom, gas and electric utility) uses over, along and across the ROW.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### ATTACHMENTS:

#### Description

□ EXHIBIT A



**RIGHT OF WAY PUBLIC DEDICATION DEED**

**Date:** \_\_\_\_\_, 2019

**Grantor:** PC Operating Partners, Ltd., a Texas limited partnership

**Grantor's Mailing Address:** 610 West 5<sup>th</sup> Street, Suite 601, Austin, Travis County, Texas 78701

**Grantee:** City of Kyle, Texas

**Grantee's Mailing Address:** P.O. Box 40, Kyle, Hays County, Texas 78640

**Consideration:** Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of Which is hereby acknowledged.

**Property:** See attached Exhibit A.

**Conveyance.** Grantor, for the consideration here in before stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, **GRANT, SELL AND CONVEY** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular title in and to the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof.

**Restricted Use Of The Property:** The Property shall be used by Grantee, its successors or assigns, solely for public street, ingress, egress, right of way and utility (including public, private, telecom, gas and electric utility) uses over, along and across the Property (specifically including without limitation drainage improvements associated with such use and the right to landscape, occupy and maintain medians and other parts of the Property and all other uses and authority granted under the law to home rule municipalities that own or control public right-of-way).

**Reservations and Exceptions to Conveyance and Warranty:** All matters of record with the County Clerk of Hays County, Texas, to the extent such apply to the Property.

It is agreed and understood that while this grant of right of way is to the public, a designee of Grantee may improve the Property with street, street drainage, utility (public and private) and other improvements associated with street and public right-of-way usage. Any such designee of Grantee shall have all the rights and powers hereby granted to Grantee in making such improvements.

EXECUTED on the date first appearing above.

**GRANTOR:**

PC OPERATING PARTNERS, LTD.

BY: PCOP GP, LLC, Its General Partner

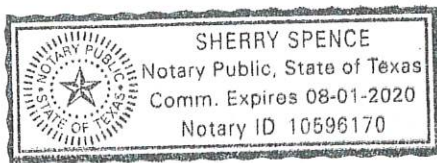
By: 

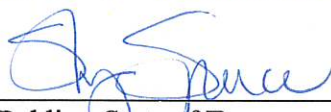
David C. Mahn, Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

Before me, the undersigned authority, on this day personally appeared David C. Mahn, Manager of PCOP GP, LLC, the general partner of PC Operating Partners, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of November, 2019.



  
\_\_\_\_\_  
Notary Public - State of Texas

**GRANTEE:**

**City of Kyle, Texas**

\_\_\_\_\_  
Name: Travis Mitchell

Title: Mayor

Address: **P.O. Box 40, Kyle, Hays County, Texas**  
City, State Zip

**THE STATE OF TEXAS**

§

**COUNTY OF HAYS**

§

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Travis Mitchell, Mayor, City of Kyle, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
County of \_\_\_\_\_, Texas

My Commission Expires \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City of Kyle

Attention: City Secretary

P.O. Box 40

Kyle, Texas 78640

EXHIBIT A  
[ TO BE ATTACHED ]

### FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.370 ACRE OF LAND IN THE M.M. MCCARVER SURVEY NO. 4, A-10 HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.002 ACRE TRACT OF LAND DESIGNATED AS TRACT THREE, PARCEL ONE, AND DESCRIBED IN THE DEED TO PC OPERATING PARTNERS, LTD. OF RECORD IN VOLUME 5233, PAGE 198, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.370 ACRE OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found at the intersection of the north right-of-way line of Doherty, a 70-foot wide right-of-way, as shown on the Plum Creek Phase II, Section 1A subdivision plat of record in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, and the west right-of-way line of Benner, a 70-foot wide right-of-way, as shown on the said Plum Creek Phase II, Section 1A subdivision plat, same being the southwest corner of the said 5.002 acre tract;

**THENCE** N 88°49'05" E, with the north right-of-way line of Doherty, and the south line of the said 5.002 acre tract, a distance of 452.32 feet to a calculated point, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 01°10'55" W, leaving the north right-of-way line of Doherty, and crossing the said 5.002 acre tract, with the west line of the tract described herein, a distance of 230.22 feet, to a calculated point in the north line of the said 5.002 acre tract, for the northwest corner of the tract described herein; from which a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northwest corner of the said 5.002 acre tract bears S 88°50'25" W, a distance of 450.58 feet;

**THENCE** N 88°50'25" E, with the north line of the said 5.002 acre tract and with the north line of the tract described herein, a distance of 70.00 feet to a calculated point, for the northeast corner of the tract described herein; from which a 1/2-inch iron rod with plastic cap stamped "BCG" previously set at a re-entrant corner of the said 5.002 acre tract bears N 88°50'25" E, a distance of 43.28 feet;

**THENCE** S 01°10'55" E, leaving the north line and crossing the said 5.002 acre tract, with the east line of the tract described herein, a distance of 230.20 feet to a calculated point in the north right-of-way line of Doherty, same being the south line of the said 5.002 acre tract, for the southeast corner of the tract described herein;

**THENCE** S 88°49'05" W, with the north right-of-way line of Doherty, with the south line of the said 5.002 acre tract, and with the south line of the tract described herein, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing 0.370 acre of land more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN2269(jgt)

H:\Survey\FieldNotes\FN-2200s\FN2269(jgt).doc

0.370-Ac.  
M.M. McCarver Survey No. 4, A-10,  
Hays County, Texas

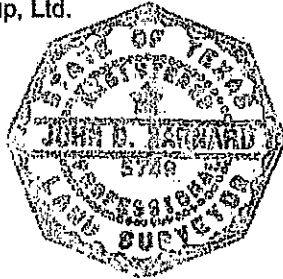
Job No. 5549-01-001  
FN2269(jgt)  
Page 2 of 3

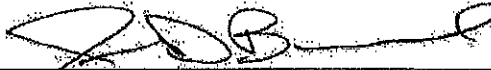
THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

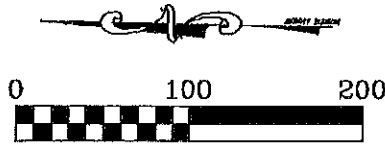
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July and August 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 10<sup>th</sup> day of April 2019 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



  
\_\_\_\_\_  
John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas



APRIL, 2019  
HAYS COUNTY, TEXAS

**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.

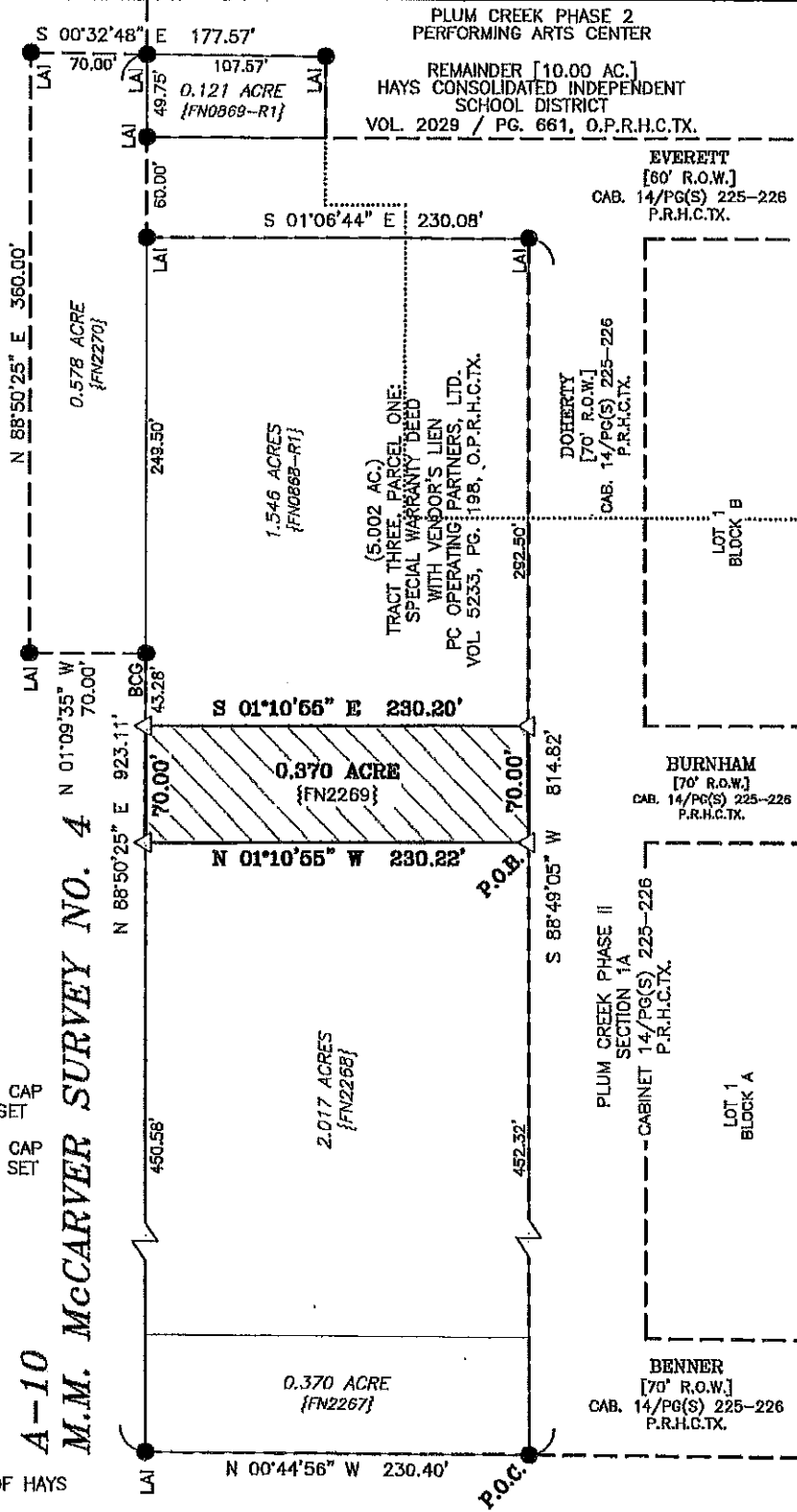
REMAINDER (983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2287, PG. 138  
O.P.R.H.C.TX.

**LEGEND**

- 1/2" IRON ROD FOUND
- LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
- BCG 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" PREVIOUSLY SET
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION
- [ ] ADJOINER INFORMATION
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

A-10

M.M. McCARVER SURVEY NO. 4



**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) 327-4082  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN2269

PAGE 3 OF 3

### FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.370 ACRE OF LAND IN THE M.M. MCCARVER SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.002 ACRE TRACT OF LAND DESIGNATED AS TRACT THREE, PARCEL ONE, AND DESCRIBED IN THE DEED TO PC OPERATING PARTNERS, LTD, OF RECORD IN VOLUME 5233, PAGE 198, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.370 ACRE OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found at the intersection of the north right-of-way line of Doherty, a 70-foot wide right-of-way, as shown on the Plum Creek Phase II, Section 1A subdivision plat of record in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas and the west right-of-way line of Benner, a 70-foot wide right-of-way, as shown on the said Plum Creek Phase II, Section 1A subdivision plat, being the southwest corner of the said 5.002 acre tract, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 00°44'56" W, leaving the north right-of-way line of Doherty, with the west line of the said 5.002 acre tract, and with the west line of the tract described herein, a distance of 230.40 feet, to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northwest corner of the said 5.002 acre tract, for the northwest corner of the tract described herein;

**THENCE** N 88°50'25" E, with the north line of the said 5.002 acre tract and with the north line of the tract described herein, a distance of 70.00 feet to a calculated point, for the northeast corner of the tract described herein; from which a 1/2-inch iron rod with plastic cap stamped "BCG" previously set at a re-entrant corner of the said 5.002 acre tract bears N 88°50'25" E, a distance of 493.86 feet;

**THENCE** S 00°44'56" E, leaving the north line and crossing the said 5.002 acre tract, with the east line of the tract described herein, a distance of 230.38 feet to a calculated point in the north right-of-way line of Doherty, same being the south line of the said 5.002 acre tract, for the southeast corner of the tract described herein;

**THENCE** S 88°49'05" W, with the north right-of-way line of Doherty, with the south line of the said 5.002 acre tract, and with the south line of the tract described herein, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing 0.370 acre of land more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN2267(jgt)

H:\Survey\FieldNotes\FN-2200s\FN2267(jgt).doc



0.370-Ac.  
M.M. McCarver Survey No. 4, A-10,  
Hays County, Texas

Job No. 5549-01-001  
FN2267(jgt)  
Page 2 of 3

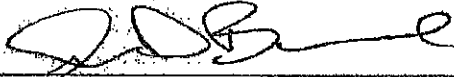
THE STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

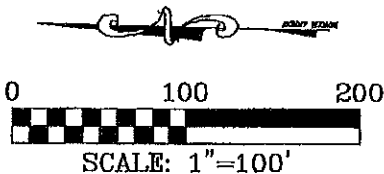
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July and August 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 10<sup>th</sup> day of April 2019 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



  
John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas



APRIL, 2019  
HAYS COUNTY, TEXAS

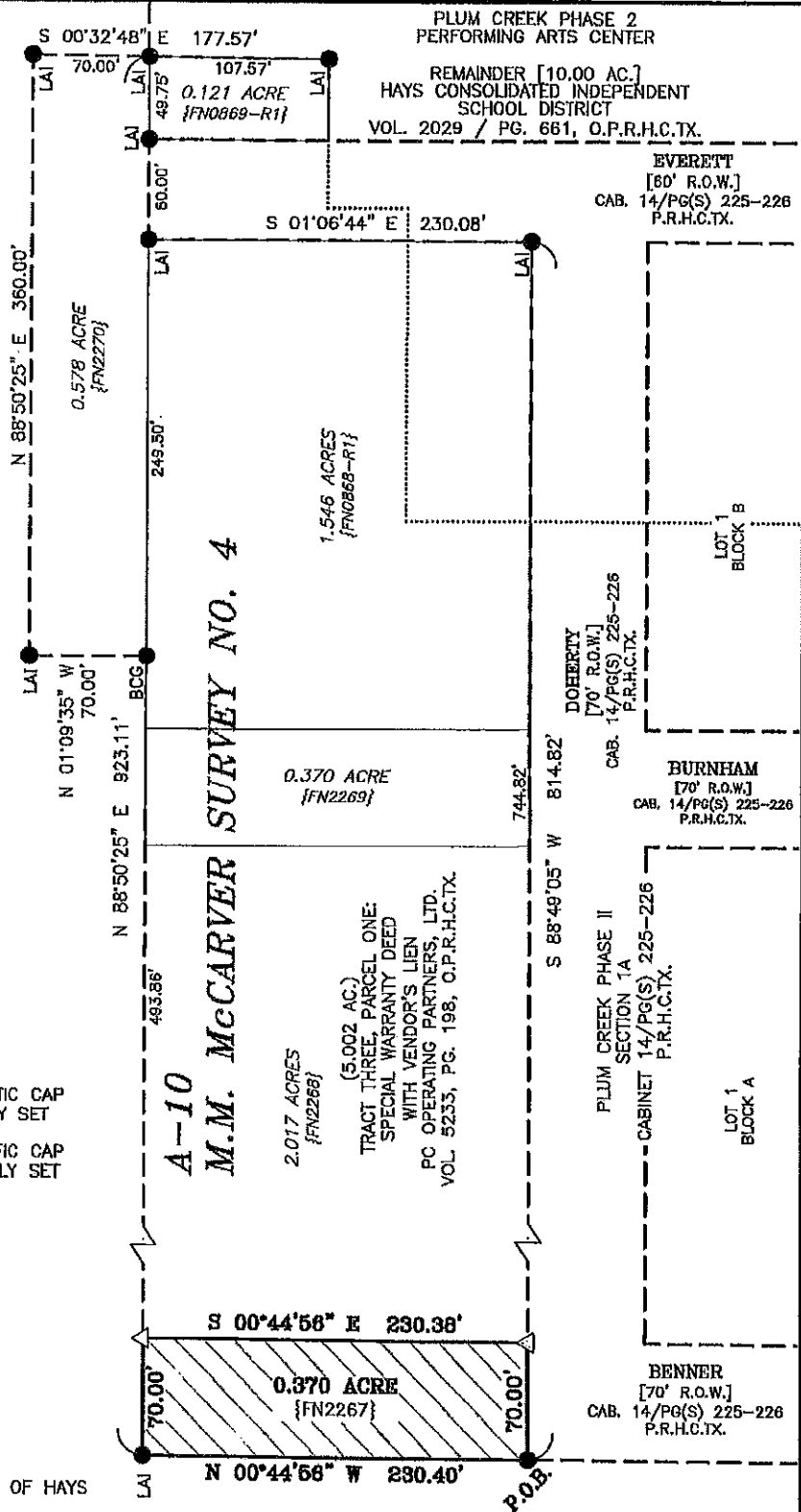
**NOTES:**

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.

REMAINDER (983.99 AC.)  
TRACT 2 OF EXHIBIT "A"  
DEED WITHOUT WARRANTY  
TO MOUNTAIN PLUM, LTD.  
VOL. 2287, PG. 139  
O.P.R.H.C.TX.

**LEGEND**

- 1/2" IRON ROD FOUND
- LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
- BCG 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" PREVIOUSLY SET
- △ CALCULATED POINT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION
- [ ] ADJOINER INFORMATION
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS



**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) 327-4082  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN2267

PAGE 3 OF 3



## CITY OF KYLE, TEXAS

### Acceptance of a Wastewater Line Easement from Hays County, Texas

**Meeting Date:** 6/2/2020

**Date time:** 7:00 PM

**Subject/Recommendation:** Approve the conveyance of a wastewater line easement to the City of Kyle, Hays County, Texas from Hays County, Texas for the relocation of a City wastewater force main due to the proposed Dacy Lane Road Improvements. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Hays County is dedicating this easement for relocation of a wastewater force main required by the Dacy Lane Road Improvements. This easement allows the city to install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission facilities, as necessary.

The easement tract is described as 0.0634 of one acre (2,761 square feet) tract of land, more or less, out of the Elisha Pruett Survey, Abstract No. 376, Hays County, Texas, and being all of the remainder of that tract described as 91.489 acres conveyed to the Nester Development by Deed, as recorded in document No. 9918055, Official Public Records, Hays County, Texas, said 0.0634 of one acre easement being more particularly described by metes and bounds in EXHIBIT A.

**Legal Notes:** N/A

**Budget Information:** N/A

---

#### ATTACHMENTS:

##### **Description**

□ EXHIBIT A



**Hays County**  
Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays Government Center  
712 S. Stagecoach Trail Ste. 2008  
San Marcos, Texas 78666  
512-393-7330

**Receipt: 20-14001**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
EASEMENT	EASEMENT	\$0.00
	# Pages	7
	Document #	20019189
	Document Info:	COMMISSIONER INGALSBE
<b>Total</b>		<b>\$0.00</b>
Change (Cash)		\$0.00
Paid By	HAYS COUNTY	

Thank You

1

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **WASTEWATER LINE EASEMENT**

**Date:** May 18, 2020

**Grantor:** Hays County, a Political Subdivision of the State of Texas

**Grantor's Address:** Office of General Counsel  
111 E. San Antonio Street, Suite 202  
San Marcos, TX 78666

**Grantee:** City of Kyle  
Hays County, Texas

**Grantor's Address:** 100 West Center Street  
Kyle, TX 78640

**Easement Tract:** A 0.0634 of one acre (2,761 square feet) tract of land, more or less, out of the Elisha Pruett Survey, Abstract No. 376, Hays County, Texas, and being all of the remainder of that tract described as 91.489 acres conveyed to the Nester Development by Deed, as recorded in document No. 9918055, Official Public Records, Hays County, Texas, said 0.0634 of one acre easement being more particularly described by metes and bounds in **EXHIBIT A**.

**Easement Duration:** Perpetual or until the Facilities are abandoned.

**Easement Purpose:** To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities.

**Facilities:** Force main wastewater line and associated appurtenances.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters that are valid, existing, and affect the Easement Tract as of the Date set forth herein and of record in the Real Property Records of Hays County, Texas in which the Easement Tract is located.

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality controls, rainwater harvesting system or trees, either above or below the surface of the Easement Tract.

**Eligible Improvements:** Irrigation systems that are installed perpendicular to the Facilities, walkways made of concrete, asphalt, granite or any other similar materials, driveways, access roads and parking areas at grade level,

barbed-wire, chain-link, and wooden fences, landscaping items such as plants, flowers, shrubs, bushes, hardscapes, rocks, pathways, and movable structure such as benches, gazebos and other similar items.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that are not otherwise permitted hereunder, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "Easement").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract and to install, construct, operate, use, maintain, repair, modify, upgrade, and replace within the Easement Tract the improvements allowed under the City Permit and the Eligible Improvements, but in no event shall Grantor, except with respect to the improvements allowed under the City Permit and the Eligible Improvements, enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion.

City, at its sole cost and expense, shall be obligated to restore the surface of the soil of the Easement Tract that has been removed, relocated, altered as a result of City's use of the Easement Tract, in each case to substantially and a reasonably practicable to the same condition as existed immediately prior to Grantee's exercise of its rights and/or obligations hereunder. City will not be obligated to restore or relocate any other improvements, including Eligible Improvements and Third Party Facilities, located in, upon, under or across the Easement Tract.

Grantor reserves its interest in all oil, gas, and other minerals in and under and that may be produced from the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WITHOUT WARRANTY** the title to the Easement, subject to the Permitted Encumbrances, to the City.

Except where the context otherwise requires, Grantor includes Grantor's heirs, successors, and assigns and City includes City's employees, agents, consultants, contractors, successors, and assigns; and where the context requires, singular nouns and pronouns include the plural.

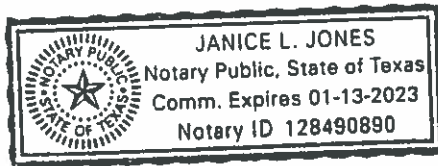
Executed effective the Date first above stated.

**Grantor:**

By:   
Name: Debbie Gonzales Ingalsbe  
County Commissioner, Precinct 1

STATE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on the 18<sup>th</sup> day of May, 2020,  
by Debbie Gonzales Ingalsbe, County Commissioner, Precinct 1, for Hays County, Texas.



  
Notary Public in and for the State of Texas

DESCRIPTION OF A 0.0634 OF ONE ACRE  
WASTEWATER EASEMENT

DESCRIPTION OF A 0.0634 OF ONE ACRE OR 2,761 SQUARE FOOT EASEMENT, MORE OR LESS, OUT OF THE ELISHA PRUETT SURVEY, ABSTRACT NO. 376, HAYS COUNTY, TEXAS, AND BEING ALL OF THE REMAINDER OF THAT TRACT DESCRIBED AS 91.489 ACRES CONVEYED TO THE NESTER DEVELOPMENT BY DEED, AS RECORDED IN DOCUMENT NO. 9918005, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 0.0634 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with "WIMBERLY" cap found at the southeast corner of this easement and the remainder of said 91.489 acre Nester Development tract, same being at the southwest corner of Lot 1, Block "H", Indian Paintbrush Subdivision Phase 4A, a subdivision of record in Volume 12, Page 29, Plat Records, Hays County, Texas, and being in the existing north right-of-way line of Amberwood Loop (60 foot width), from which a 1/2" iron rod found at the southeast corner of said Lot 1, Block "H", being at the southwest corner of Lot 2, Block "H" in said Indian Paintbrush Subdivision Phase 4A bears S75°24'57"E 69.92 feet, said POINT OF BEGINNING having Surface Coordinates of N=13,922,791.91 E=2,337,267.10;

THENCE, along the south line of this easement and the remainder of said 91.489 acre Nester Development tract, being the existing north right-of-way line of Amberwood Loop, N75°24'57"W 15.16 feet to 1/2" iron rod found at the southwest corner of this easement and the remainder of said 91.489 acre Nester Development tract, being at the southeast corner of Lot 24, Block "B" in said Indian Paintbrush Subdivision Phase 4A;

THENCE, along the west line of this easement and the remainder of said 91.489 acre Nester Development tract, being the east line of said Lot 24, Block "B" and the east line of Lot 23 and Lot 22, Block "B", in said Indian Paintbrush Subdivision Phase 4A, N14°34'12"E, passing at 122.00 feet a 1/2" iron rod with cap (illegible) found at the northeast corner of said Lot 23, Block "B" and at the southeast corner of Lot 22, Block "B", continuing 60.00 feet for a total distance of 182.00 feet to a point at the northwest corner of this easement and the remainder of said 91.489 acre Nester Development tract, being at the northeast corner of said Lot 22, Block "B" and at the southeast corner of Lot 21, Block "B" in said Indian Paintbrush Subdivision Phase 4A, and being at the southwest corner of Lot 1, Block "B", Indian Paintbrush Subdivision Phase Two, a subdivision of record in Volume 11, Page 109, Plat Records, Hays County, Texas, from which a 1/2" iron rod with cap (illegible) found at the northeast corner of said Lot 21, Block "B", and the southeast corner of Lot 20, Block "B", in said Indian Paintbrush Subdivision Phase 4A bears N14°34'12"E 60.00 feet;



0.0634 AC.

THENCE, along the north line of this easement and the remainder of said 91.489 acre Nester Development tract, being the south line of said Lot 1, Block "B", S75°23'28"E 15.18 feet to a point at the northeast corner of this easement and the remainder of said 91.489 acre Nester Development tract, being at the northwest corner of said Lot 1, Block "H", from which a 1/2" iron rod with cap (illegible) found at the northeast corner of said Lot 2, Block "H", being the southwest corner of Lot 6, Block "H", in said Indian Paintbrush Subdivision Phase 4A and the northwest corner of Lot 5, Block "H", in said Indian Paintbrush Subdivision Phase 4A bears S75°53'03"E 124.89 feet;

THENCE, along the east line of this easement and the remainder of said 91.489 acre Nester Development tract, being the west line of said Lot 1, Block "H", S14°34'30"W 181.99 feet to the POINT OF BEGINNING and containing 0.0634 of one acre, or 2,761 square feet of land within these metes and bounds, more or less.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**

3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad", written over a horizontal line.

01/13/2020

Chris Conrad, Reg. Professional Land Surveyor No. 5623

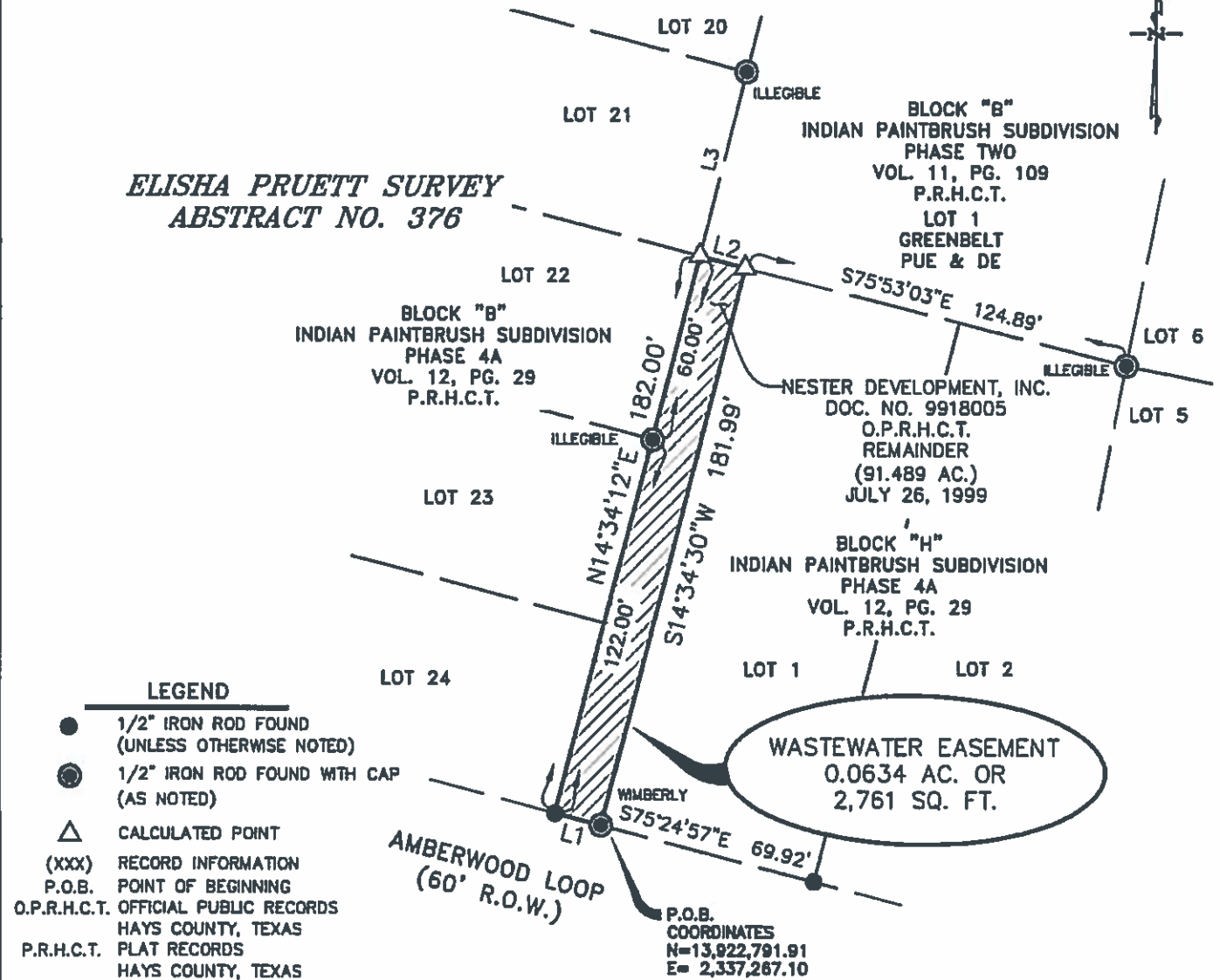
Date

Note: There is a plat to accompany this description.

M://LJA-18-069\_Dacy Lane/Descriptions/2020 Easements/Wastewater Easement\_0.0634 Ac  
Issued 01/13/2020

HCAD PROPERTY ID 108560

**SCALE 1" = 50'**



**NOTES:**

1. THE BEARINGS DESCRIBED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00 AND WERE ESTABLISHED BY GPS OBSERVATION. THE BEARINGS SHOWN ARE GRID BEARINGS. THE COMBINED GRID TO SURFACE SCALE FACTOR IS 1.0000956. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.

2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N75°24'57"W	15.16'
L2	S75°23'28"E	15.18'
L3	N14°34'12"E	60.00'

ISSUED: 01/13/2020

PAGE 3 OF 3

**SURVEYED BY:**

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPCLS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #8  
AUSTIN, TEXAS 78731  
(512) 451-8591

**JOB NO.: 18-069**

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623      DATE \_\_\_\_\_  
Note: This copy of this plat is not valid unless an original signature  
through an original seal appears on its face. There is a description to  
accompany this plat.

HCAD# 108580

M:\LIA~18-089\_Dacy Lane\DWG\Parcels\18-089~Dacy Ln\_WWE~2.dwg

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Records of Hays County, Texas.

20019189 EASEMENT

05/19/2020 11:03:09 AM Total Fees: \$0.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk  
Hays County, Texas



# CITY OF KYLE, TEXAS

## Fireworks

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a proposal with American Fireworks in an amount not to exceed \$30,000.00 for the 2020 4th of July Fireworks. ~ *Mariana Espinoza, Director of Parks & Recreation*

**Other Information:** The Kyle Parks and Recreation Department received three quotes for the 2020 Fireworks Show. The Parks and Recreation Board has reviewed the proposals and recommends approval of American Fireworks. Parks and Recreation Department Staff have reviewed the proposal and recommends approval of American Fireworks. American Fireworks has been notified and understands that the show is not to exceed \$30,000. Please see attached.

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**



# CITY OF KYLE, TEXAS

## Underground Utilities Ordinance

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(Second Reading)* An Ordinance of the City of Kyle, Texas, ("City") providing for utilities to be installed underground; and providing for related matters. ~ *James R. Earp, Assistant City Manager*

*City Council voted 7-0 to approve on first reading.*

### **Other Information:**

### **Legal Notes:**

### **Budget Information:**

---

### **ATTACHMENTS:**

#### **Description**

- ☐ Clean.Revised.Ordinance.Utilities.Underground.Revised

**ORDINANCE:** \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS PROVIDING FOR UTILITIES TO BE INSTALLED UNDERGROUND; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, the City of Kyle is a home rule municipality; and,

**WHEREAS**, the City Council finds that the regulations established herein are adopted for the purpose of promoting the public health, safety, and welfare, the economic health and development of the City, and the aesthetic welfare of the City;

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

**Section 1.** The findings set forth in the Ordinance are hereby in all things approved.

**Section 2.** Section 50-1 of the City of Kyle Code of Ordinances is amended to read as follows:

Any person, company, entity, or utility installing or causing to be installed any utility or service line within the city shall install such utility or service line underground. Utility or service line shall include, but not be limited to water, wastewater, gas, electric, cable, internet, fiber, and propane lines. In unique or unusual circumstances, a person may request an exception to the requirements of this section by submitting a written request for an exception to the City Engineer. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Planning and Zoning Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

**Section 3.** To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby amended to the extent of a conflict herein.

**Section 4.** The meeting at which this Ordinance was approved was in all things conducted in compliance with Texas Open Meetings Act, Texas Government Code, Chapter 551, as modified by Governor Abbott.

**Section 5.** This Ordinance shall become effective from and after its passage.

**PASSED AND APPROVED THIS THE \_\_\_\_ DAY OF MAY, 2020**

**PASSED AND FINALLY APPROVED THIS THE \_\_\_\_ DAY OF JUNE, 2020**

---

**Travis Mitchell, Mayor**

**ATTEST:**

---

**Jennifer Vetrano, City Secretary**



## CITY OF KYLE, TEXAS

### Acceptance of a Sidewalk Easement at 910, 920, 930 Kohlers Crossing

**Meeting Date:** 6/2/2020

**Date time:** 7:00 PM

**Subject/Recommendation:** Approve the acceptance of a sidewalk easement at 910, 920, 930 Kohlers Crossing from Park PC II, LP. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Park PC II, LP is dedicating a sidewalk easement to the City of Kyle. The property is located at 910, 920, 930 Kohlers Crossing.

The sidewalk easement is described as a tract of land containing 0.0140 acre (611 square feet) being a portion of Lot 3, Plum Creek Phase 1, Section 12B, Lots 2&3, recorded in Document No. 17040353 of the Plat Records of Hays County, Texas, said Lot 3 conveyed to Park PC II, LP, in Document No. 18040156 of the Official Public Records of Hays County, Texas, said 0.0140 acre being more particularly described by metes and bounds as shown in EXHIBIT A.

**Legal Notes:** N/A

**Budget Information:** N/A

---

#### ATTACHMENTS:

##### **Description**

□ EXHIBIT A



**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

## **SIDEWALK EASEMENT**

**Date:** May 20<sup>th</sup>, 2020

**Grantor:** Park PC II, LP

**Grantor's Address:** 3809 S 2<sup>nd</sup> Street, Ste D200  
Austin, Texas 78704

**Grantee:** City of Kyle  
Hays County, Texas

**Grantor's Address:** 100 West Center Street  
Kyle, TX 78640

**Easement Tract:** A tract of land containing 0.0140 acre (611 square feet) being a portion of Lot 3, Plum Creek Phase 1, Section 12B, Lots 2&3, recorded in Document No. 17040353 of the Plat Records of Hays County, Texas, said Lot 3 conveyed to Park PC II, LP, in Document No. 18040156 of the Official Public Records of Hays County, Texas, said 0.0140 acre being more particularly described by metes and bounds in **EXHIBIT A** and as shown in a diagram attached hereto.

**Easement Duration:** Perpetual or until the Facilities are abandoned.

**Easement Purpose:** To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and remove the Facilities and for public access, ingress, and egress over and across the Easement Tract.

**Facilities:** Walkways and sidewalks.

**Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters that are valid, existing, and affect the Easement Tract as of the Date set forth herein and of record in the Real Property Records of Hays County, Texas in which the Easement Tract is located.

**Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality controls, rainwater harvesting system or trees, either above or below the surface of the Easement Tract.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

**TO HAVE AND TO HOLD** the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract to install, construct, operate, use, maintain, repair, modify, upgrade, and replace within the Easement Tract any Facilities (subject to obtaining any permits required by applicable law), but in no event shall Grantor, except with respect to the Facilities, enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion.

City, at its sole cost and expense, shall be obligated to restore the surface of the soil of the Easement Tract that has been removed, relocated, altered as a result of City's use of the Easement Tract, in each case to substantially and a reasonably practicable to the same condition as existed immediately prior to Grantee's exercise of its rights and/or obligations hereunder. City will not be obligated to restore or relocate any other improvements of Grantor.

**City acknowledges that the Easement Tract lies within one or more public utility easements which may contain water, wastewater, gas and/or other utility lines and that City's rights herein are subject to the prior rights granted to utility providers in any existing easement grants. City shall be solely responsible for any damage to the utility lines or facilities located within the Easement Tract caused by City, its agents, employees or contractors in conjunction with City's use of the Easement Tract.**

Grantor reserves its interest in all oil, gas, and other minerals in and under and that may be produced from the Easement Tract; provided that any and all activities related to mining, drilling, and exploration for oil, gas, or other minerals do not interfere with Grantee's use of the Easement Tract or damage the Facilities, and provided further that such activities are done in accordance with all applicable local, state, and federal regulations, and provided further that the City authorizes and consents to the location of such activities before they commence. The Grantor shall be solely responsible for repairing any damage to the Facilities and the Easement Tract caused by mining, drilling, and exploration activities.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, though, or under Grantor, but not otherwise.

Except where the context otherwise requires, Grantor includes Grantor's heirs, successors, and assigns and City includes City's employees, agents, consultants, contractors, successors, and assigns; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

Grantor:

PARK PC II, LP

By: PARK PC MANAGEMENT II, LLC,  
its general partner

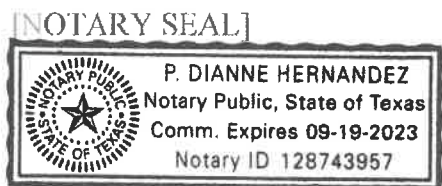
By:

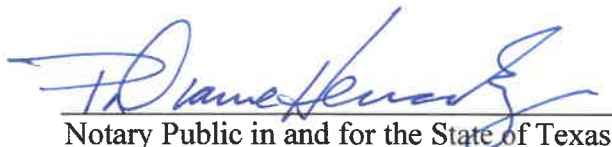
  
Jonathan Kasling, Manager

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20 day of May, 2020, by Jonathan Kasling, Manager of Park PC Management II, LLC, general partner of Park PC II, LP, on behalf of said limited partnership for the purposes set forth herein.



  
Notary Public in and for the State of Texas

Grantee:

CITY OF KYLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2020,  
by \_\_\_\_\_, \_\_\_\_\_ for the City of Kyle, on behalf of said entity for the  
purposes set forth herein

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas

## EXHIBIT A

EXHIBIT " A "

Sidewalk Easement  
Lot 3, Plum Creek Phase 1, Section 12B, Lots 2&3

### Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0140 ACRE (611 SQUARE FEET) BEING A PORTION OF LOT 3, PLUM CREEK PHASE 1, SECTION 12B, LOTS 2&3, RECORDED IN DOCUMENT NO. 17040353 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS (P.R.H.C.T.), SAID LOT 3 CONVEYED TO PARK PC II, LP, IN DOCUMENT NO. 18040156 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 0.0140 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

BEGINNING, at a calculated point in the south right-of-way line of Kohler's Crossing (aka County Road 171, right-of-way varies, partially conveyed as a called 2.318 acre tract to the City of Kyle in Volume 3218, Page 838 (O.P.R.H.C.T.)), and being in the north line of said Lot 3, for the northwest corner and POINT OF BEGINNING hereof, from which a 1/2-inch iron rod with "4Ward Boundary" cap set in the south right-of-way line of said Kohler's Crossing, and being at the common north corner of Lots 2 and 3, both of said Plum Creek Phase 1, Section 12B, Lots 2&3 bears, S88°48'32"W, a distance of 80.42 feet;

THENCE, with the south right-of-way line of said Kohler's Crossing and the north line of said Lot 3, N88°48'32"E, a distance of 180.40 feet to a 1/2-inch iron rod with "Jones Carter" cap found for the northeast corner hereof, said point being at the northwest corner of Lot 1 of Plum Creek, Phase 1, Section 12B, Lot 1, recorded in Document No. 16042660 (P.R.H.C.T.), and being the northeast corner of said Lot 3;


THENCE, leaving the south right-of-way line of said Kohler's Crossing, with the common line of said Lot 1 and said Lot 3, S01°10'01"E, a distance of 3.49 feet to a calculated point for the southeast corner hereof, from which a 1/2-inch iron rod with "Jones Carter" cap found at a corner in the common line of said Lot 1 and said Lot 3 bears, S01°10'01"E, a distance of 237.22 feet;

THENCE, leaving the common line of said Lot 1 and said Lot 3, over and across said Lot 3, the following two (2) courses and distances:

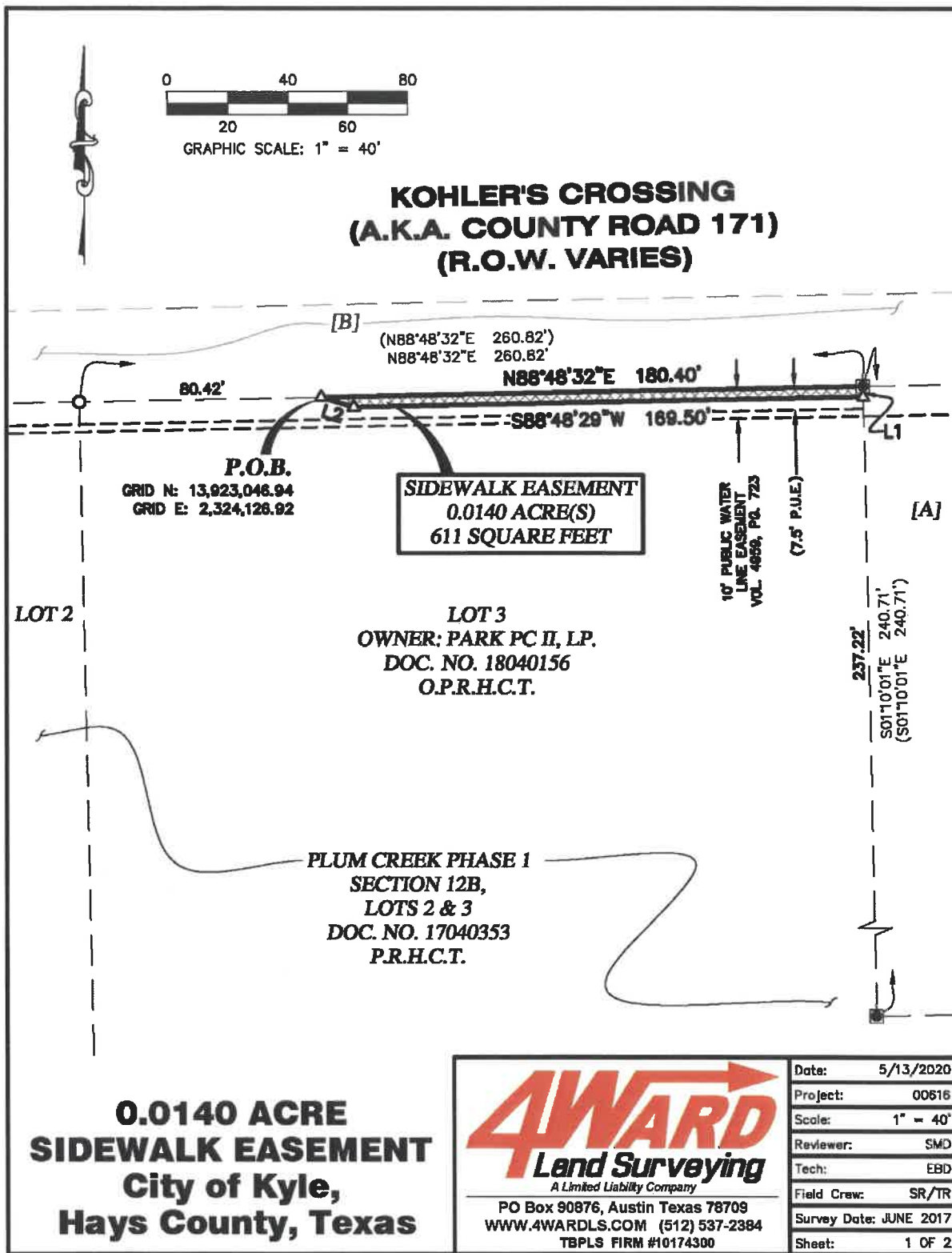
- 1) S88°48'29"W, a distance of 169.50 feet to a calculated point for an angle point hereof, and
- 2) N73°23'34"W, a distance of 11.44 feet to the POINT OF BEGINNING and containing 0.0140 Acre (611 Square Feet) of land, more or less.

### NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000101381919. See attached sketch (reference drawing: 00616\_SWE.dwg).

  
5/13/2020  
Steven M. Duarte, RPLS #5940  
4Ward Land Surveying, LLC





[A]  
 LOT 1  
 PLUM CREEK PHASE 1  
 SECTION 12B, LOT 1  
 DOC. NO. 16042660  
 P.R.H.C.T.

[B]  
 CALLED 2.318 ACRES  
 (PARCEL 2, TRACT 1)  
 CITY OF KYLE, TEXAS  
 VOL. 3218, PG. 838  
 O.P.R.H.C.T.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S01°10'01"E	3.48'
L2	N73°23'34"W	11.44'

LEGEND	
— — — — —	PROPOSED EASEMENT LINE
— — — — —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "WARD-5811" CAP SET
⊗	IRON ROD WITH "JONES CARTER" CAP FOUND (UNLESS NOTED)
VOL./PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT DOC. NO. 17040353



*[Signature]* 5/13/2020

**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000101381919.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**0.0140 ACRE  
 SIDEWALK EASEMENT  
 City of Kyle,  
 Hays County, Texas**

**4WARD**  
*Land Surveying*  
 A Limited Liability Company  
 PO Box 90876, Austin Texas 78709  
 WWW.4WARDLS.COM (512) 537-2384  
 TBPLS FIRM #10174300

Date:	5/13/2020
Project:	00616
Scale:	1" = 40'
Reviewer:	SMD
Tech:	EBD
Field Crew:	SR/TR
Survey Date:	JUNE 2017
Sheet:	2 OF 2

P:\00616\Draw\00616\_SWE.dwg





# CITY OF KYLE, TEXAS

## FM 1626 Pump Station Improvements Preliminary Engineering Report - Amendment No. 2 to Task Order No. 2 to HDR Engineering, Inc.

**Meeting Date:** 6/2/2020  
**Date time:** 7:00 PM

**Subject/Recommendation:** Approve Amendment No. 2 to Task Order No. 2 to HDR ENGINEERING, INC., Austin, Texas, in the amount of \$189,650.00 increasing the total contract amount not to exceed \$417,315.00 for providing a Preliminary Engineering Report for the proposed FM 1626 Pump Station Improvements. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** The original plan was to provide an additional 500,000 gallons of water storage at the FM 1626 site. This recently changed since it was determined the FM 1626 site would become the take point for the additional water to be provided by the Alliance Regional Water Authority (ARWA). As a result, the site requirements have been expanded to include additional storage and pumping capacity to receive future supplies from the planned ARWA transmission main, as well as the added capability of supplying water to a larger portion of the City's distribution system at Well Site #4 on Kohlers Crossing.

HDR will provide preliminary engineering to define the scope of the project and to develop a cost estimate for the proposed improvements. An additional amendment will be required to include design, bidding and construction administration services for the final scope project.

Major items to be included in the project are:

1. Yard piping, valves, and a flow meter for connection to the new ARWA transmission pipeline that will terminate at the FM 1626 Pump Station site.
2. A new ground storage tank with a capacity of at least 1 million gallons.
3. New pumps to serve the High Pressure Plane and a portion of the Low Pressure Plane in the south side of the City.
4. Provisions for future construction of one or two additional ground storage tanks, the capacities of which will be determined during this Project.
5. Provisions for future expansion of pumping capacity.
6. A new building to house pump motor control centers and associated electrical and control equipment.
7. A new building to house booster chlorination system equipment.
8. A new backup power generator.
9. A new pipeline from the FM 1626 Pump Station site to (or near) the Well 4/Kohlers Crossing site for increased flow capacity.
10. Property acquisition assistance, including environmental clearances, for the expansion of the FM 1626 Pump Station site to accommodate the new facilities.

**Legal Notes:** N/A

**Budget Information:** A Fiscal Note is attached.



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**ATTACHMENTS:**

**Description**

- ☐ HDR Proposal for Amendment No. 2 to Task order No.2 - 1626 Pump Station Improvements

**TASK ORDER NO. 2  
AMENDMENT NO. 2**

**Task Order**

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 8, 2017 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: \_\_\_\_\_, 2020
- b. Owner: City of Kyle, Texas
- c. Engineer: HDR Engineering, Inc.
- d. Specific Project (title): FM 1626 Pump Station Improvements
- e. Specific Project (description): Planning and design of a new 1,000,000 gallon ground storage tank, new vertical turbine pumps and backup power. Project includes expanding the site to provide facilities to receive ARWA water supply and for future infrastructure at the site.

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

***See Exhibit A***

- B. Resident Project Representative (RPR) Services

***Does not apply***

- C. Designing to a Construction Cost Limit

***Does not apply***

- D. Other Services

***Does not apply***

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

***Does not apply***

### Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement, subject to the following:  
***See Exhibit A***

### 4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

***See Exhibit A***

### 5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

***See Exhibit A***

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement.

### 6. Consultants retained as of the Effective Date of the Task Order:

***Does not apply***

### 7. Other Modifications to Agreement and Exhibits:

***Does not apply***

### 8. Attachments: Exhibit A

### 9. Other Documents Incorporated by Reference: N/A

## 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2020

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Travis Mitchell

Title: \_\_\_\_\_ Mayor

ENGINEER:

By: \_\_\_\_\_ 

Print Name: \_\_\_\_\_ Mark Borenstein, P.E.

Title: \_\_\_\_\_ Vice President

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_ F-754

State of: \_\_\_\_\_ Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST \_\_\_\_\_  
Jennifer Vetrano, City Secretary

Name: \_\_\_\_\_ John Marler, P.E.

Title: \_\_\_\_\_ Associate

Address: \_\_\_\_\_ 4401 West Gate Blvd., Ste. 400,  
Austin, TX 78745

E-Mail  
Address: \_\_\_\_\_ [john.marler@hdrinc.com](mailto:john.marler@hdrinc.com)

Phone: \_\_\_\_\_ 512-912-5188

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Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

**TASK ORDER NO. 2**  
**FM 1626 Pump Station Expansion**  
**Amendment 2**

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**REVISED PRELIMINARY ENGINEERING PHASE**

The City of Kyle (City) has identified the need to increase both storage and pumping capacity at the existing FM 1626 Pump Station. The project requirements have been expanded from the original project definition to now include greater storage and pumping capacity to receive future supplies from the planned Alliance Regional Water Authority (ARWA) transmission main, as well as the added capability of supplying water to a larger portion of the City's distribution system.

HDR will provide preliminary engineering to define the scope of the project and to develop a preliminary Opinion of Probable Construction Cost (OPCC) for the proposed improvements. This task order may then be amended to include design, bidding and construction administration services for the final project scope.

Major scope items that are anticipated to be included in the Project are listed below.

1. Yard piping, valves, and a flow meter for connection to the new ARWA transmission pipeline that will terminate at the FM 1626 Pump Station site.
2. A new ground storage tank with a capacity of at least 1 million gallons.
3. New pumps to serve the High Pressure Plane and a portion of the Low Pressure Plane in the south side of the City.
4. Provisions for future construction of one or two additional ground storage tanks, the capacities of which will be determined during this Project.
5. Provisions for future expansion of pumping capacity.
6. A new building to house pump motor control centers and associated electrical and control equipment.
7. A new building to house booster chlorination system equipment.
8. A new backup power generator.
9. A new pipeline from the FM 1626 Pump Station site to (or near) the Well 4 / Kohlers Crossing site for increased flow capacity.
10. Property acquisition assistance, including environmental clearances, for the expansion of the FM 1626 Pump Station site to accommodate the new facilities.

**HDR Services**

**Information Collection:** HDR will review available engineering drawings and specifications of existing facilities and recorded information for adjacent properties that may be impacted by the project. A site visit to the project site will be conducted to identify additional surface features and site information.

**Surveying:** HDR will engage the services of a surveyor to:

1. Provide a topographic survey of property adjoining the existing pump station site with sufficient detail for design development. This work will require obtaining rights of entry to the properties. Data from the previous survey of the City-owned site will be incorporated into the new survey.
2. Once the site layout requirements are determined, HDR's surveyor will provide a legal description of the property to be acquired for new facilities at the expanded pump station site.

**Preliminary Engineering:**

1. Consult with the City to clarify and define the City's requirements for the Project including storage and pumping capacities; performance and reliability requirements; future facility expansions; property and easement acquisition requirements; and anticipated costs and budgetary constraints.
2. Meet with representatives from the ARWA and their consultants to obtain pertinent information needed to more specifically define the Project requirements including storage and pumping capacities, flow control, and flow measurement. Continue coordination with the City's engineering and modeling group to define the future storage and pumping capacity needs related to this site. The following meetings are assumed:
  - a. Up to 3 meetings with ARWA and/or its consulting engineers to identify and establish requirements associated with the planned transmission main connection at the Project site.
  - b. Up to 2 meetings with the City engineering staff to establish storage and pumping capacity requirements based on hydraulic modeling of the City's distribution system.
3. Consult with government agencies and utilities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including the TCEQ, PEC and TxDOT. Up to 2 meetings with government agencies are assumed.
4. Prepare the Preliminary Design Documents consisting of the following:
  - a. Preliminary Design Report (PDR) that contains the Project definition, requirements, analysis of options, recommendations, and basis of design.
  - b. Preliminary drawings that include site layout(s); general arrangements and configuration of pumps, storage tanks, piping, electrical building, and chlorination building; electrical one-line diagram; process and instrumentation diagrams; and a SCADA block diagram.
  - c. The geotechnical recommendations for detailed design.

5. Based on the information contained in the Preliminary Design documents, prepare a preliminary Opinion of Probable Construction Cost (OPCC). Assist the City in tabulating the various cost categories which comprise Total Project Costs.
6. Furnish three review copies of the draft Preliminary Design documents and OPCC to the City within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, the City shall submit to HDR any comments regarding the furnished items.
7. Revise the Preliminary Design documents and OPCC in response to City's comments, as appropriate, and furnish to the City three copies of the final Preliminary Design Phase documents and OPCC, and any other deliverables within 15 days after receipt of City's comments.
8. Submit the Preliminary Design documents to TCEQ for review and approval. Respond to questions and comments from TCEQ.

**Environmental Permitting:** HDR will conduct the following environmental investigations and prepare reports for use in planning:

1. Delineation of Potential Waters of the U.S.

HDR will conduct a delineation of potential waters of the U.S., including wetlands, suitable for use in determining potential regulated impacts and permitting requirements. The evaluation will include the following subtasks:

- a. The field delineation will be performed using the methods in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, 2010 Great Plains Regional Supplement, and current USACE Fort Worth District guidance on delineation of the ordinary high water marks of streams and wetlands.
- b. Identify and record boundaries of potential waters of the U.S., including wetlands, on the tract. Boundaries will be recorded using sub-meter Global Positioning System (GPS) and can be flagged with high-visibility tape or pin flags, upon request prior to mobilization for the field site visit.
- c. HDR will produce GIS and CAD files of the potential waters of the U.S. to aid avoidance and minimization of impacts and Clean Water Act Section 404 permitting requirements.
- d. HDR will prepare a brief report describing the findings and including the following:
  - i) Description of potential waters of the U.S., including a brief summary of potential hydrologic connection to the tributary system of a Traditional Navigable Water. The report will include a summary of finding in regard to the

current USACE Guidance (post-Rapanos) and the pending Navigable Waters Protection Rule.

- ii) Evaluation of aquatic features not considered waters of the U.S. including isolated wetlands, erosional features, and/or ponds constructed in uplands.
- iii) Preliminary permitting review describing potential environmental permits, impact thresholds, and agency notification requirements.

## 2. Phase I Environmental Site Assessment

HDR will prepare a Phase I Environmental Site Assessment (ESA), in general conformance with ASTM E-1527-13, for the proposed pump station expansion project in Kyle, Texas. The proposed Phase I ESA will conform to the ASTM Phase I investigative process, including the following elements:

- a. Research into the environmental regulatory history of the sites (using a subcontracted records search firm, GeoSearch). Follow-up review of regulatory hard files may be required.
- b. Performance of a site reconnaissance at each site by a qualified Environmental Professional (as defined by ASTM and USEPA), including photographic documentation of current site conditions. HDR will coordinate with the client for site access, and assumes that access will be complete and unfettered.
- c. Review of historical information sources as required by ASTM.
- d. Performance of interviews with persons familiar with the area, either in person, by telephone, or by mailed environmental questionnaire.
- e. Preparation of a report of findings (separate reports for each site).

## 3. Critical Issues Analysis

HDR shall conduct a desktop critical issues analysis to evaluate other regulated environmental resources that may occur on or near the site for consideration during site planning and design. The investigation will include review of publicly available database information to include the following:

- a. Cultural Resources – A HDR Principal Investigator with access credentials shall review the Texas Historical Commission's Site Atlas to document previously identified prehistoric and historic sites in the vicinity of the project. The evaluation will help confirm compliance with the Texas Antiquities Code (TAC, Section 191) and Section 106 of the National Historic Preservation Act.
- b. Threatened & Endangered Species – HDR will prepare a technical memo documenting the evaluation of the suitability of the site to serve as habitat for state



and federally listed species. The evaluation will be based on the findings of the site visit for Tasks 1 and 3, and a review of the following databases and:

- i) Element Occurrence (EO) records of the Texas Natural Diversity Database (TXNDD) maintained by Texas Parks & Wildlife
- ii) U.S. Fish & Wildlife Service, Information for Planning and Consultation (IPaC) database

**Permitting Scope Assumptions:**

- A permit application or pre-construction notification to the USACE may not be necessary and is not included in the current scope.
- The report will include a summary of regulatory definitions and potential federal jurisdiction as they apply to the aquatic features at the time of the investigation. Revisions to address pending changes prior to permit submittals may require supplemental scope / fee amendments.
- The site will be accessible for the site visit, with prior arrangements made through current property owners/agencies for the site visit.
- Access to historical information will be available within a reasonable (two week) timeframe.
- The reports will be prepared in general conformance with ASTM E 1527-13 guidelines.
- The site visit for the Phase I will be conducted concurrently with the delineation of water of the U.S.
- The evaluation will not constitute a presence / absence survey for individual species.
- A THC Antiquities Permit for on-site investigations is not included. If the database review or preliminary site plans indicate additional on-site cultural resource services are needed for TAC compliance, HDR will provide a supplemental scope and fee.

**Real Estate Services:** Real Estate Services for City of Kyle FM1626 pump station expansion project will include the following general scopes of work:

1. Project Administration Services
2. Title and Closing Services
3. Right of Entry Services
4. Appraisal and Updated Appraisal Services
5. Appraisal Review Services
6. Negotiations Services for Initial Offers
7. Negotiation Services for Final Offers
8. Document Control Services and File Management Services

1. Project Administration Services

- a. Administration and communication. HDR will:
  - iii) Attend weekly status call meetings and one monthly face to face progress meeting with City Staff.
  - iv) Maintain current status reports of all parcel and project activities and provide weekly status reports to City Staff.
  - v) Provide schedule of all areas of work indicating anticipated start and end dates.
  - vi) Prepare initial property owner list with property owner contact information.
- 2. Title and Closing Services
  - a. Secure preliminary title reports for each parcel and secure title report updates when requested by City. Request title insurance from the Title Company if requested by City for parcels closing by Deed and Commissioner Awards.
  - b. The charges from the Title Company for the preliminary title reports, title insurance and closing costs will be paid by the City.
  - c. Analyze preliminary title report to determine potential title problems. Propose and inform City Staff of methods to cure title deficiencies.
  - d. Provide curative services necessary to provide clear title to City.
  - e. Contact the Title Company to obtain an updated title commitment along with other forms required to close parcels with clear title.
  - f. Provide closing services in conjunction with the Title Company and attend closings.
  - g. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be paid by the City.
  - h. Cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of the recording fees and filing fees will be paid by the City.
- 3. Right of Entry Services
  - a. Prepare Rights of Entry.
  - b. Request Rights of Entry from property owners for property surveys, geotechnical investigations, and other field work and site visits as applicable.
- 4. Appraisal and Updated Appraisal Services
  - a. Subcontract for appraisal services and manage the appraisers assigned to the project. Appraisers must be approved by City staff.
  - b. Appraisers shall provide advance notice of the date and time of their appraisal inspections of the subject property to the HDR's Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial

interview with the property owner by the Negotiation Agent and if applicable the Displacee by the Relocation Agent.

- c. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- d. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- e. For the appraisal assignment, prepare appraisal report for each parcel to be acquired utilizing City approved form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation as promulgated by the Appraisal Foundation.
- f. For an updated appraisal, prepare appraisal update for the parcel to be acquired utilizing approved City form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
- g. All completed appraisals and updated appraisals will be approved by City staff. .
- h. City Staff coordinates with HDR's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. HDR's review appraiser will then coordinate with the appraiser.
- i. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- j. The fees for initial and updated appraisal assignments are based on separate appraisal assignments with the fee for each assignment based on separate assignments performed.
- k. Beyond delivery of Appraisal and updated appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony would be a supplemental amendment based on the hourly rate agreed to by City and HDR, approved by the City prior to beginning work.

#### 5. Appraisal Review Services

- a. Review Appraiser must be approved by City.
- b. Review all appraisal reports acquired utilizing City approved form for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, and compliance with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- c. Prepare and submit to City the appraisal review for each Appraisal to be approved by City.
- d. The fees for the review of an Appraisal and updated appraisal are based on separate appraisal review assignments with the fee for each review assignment based on separate assignments performed.

6. Negotiation Services for Initial Offers

- a. Analyze appraisal and appraisal review reports and confirm City's approved value prior to making the Initial Offer for each parcel.
- b. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR) to the Property Owner.
- c. Prepare the initial offer letter, purchase contract, and instruments of conveyance approved by City.
- d. The written initial offer must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.
- e. Respond to property owner inquiries verbally and in writing within five (5) business days.
- f. Prepare a negotiator contact report for each parcel, per contact, on City approved form.
- g. All original documents generated or received by HDR must be delivered to City. Copies or working file documents may be kept by HDR. Maintain parcel files related to the purchase of the real property or property interests.
- h. Advise property owner of the counter offer process. Transmit City Staff any written counter offer from property owners including supporting documentation, and HDR's recommendation with regard to the counter offer.

7. Negotiation Services for Final Offers

- a. Prepare the Final Offer letter, purchase contract, appraisal and instruments of conveyance approved by City.
- b. The written Final Offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.
- c. Respond to property owner inquiries verbally and in writing within five (5) business days.
- d. Prepare a negotiator contact report for each parcel, per contact, on City approved form.
- e. All original documents generated or received by HDR must be delivered to. Copies or working file documents may be kept by HDR. Maintain parcel files related to the purchase of the real property or property interests.
- f. Advise property owner of the counter offer process. Transmit City Staff any written counter offer from property owners including supporting documentation, and HDR's recommendation with regard to the counter offer.

8. Document Control and File Management Services

- a. Files will be kept in HDR's office. HDR will maintain electronic files for each parcel. Required original documents will be kept by HDR until ROW activities are complete for all parcels.
- b. Maintain records of all payments for property, closing costs and relocation.
- c. Maintain copies of all correspondence and contacts with property owners.
- d. HDR will deliver all ROW file documents electronically to City.
- e. HDR will also deliver hard copies of original deeds, and title policies and all original documents signed by the property owner to City.
- f. The ROW files will be delivered to City after all parcels have been closed by deed or court judgment.

Real Estate Scope Assumptions:

- Right of Way services for three parcels with three separate property owners to be acquired.
- Relocation services will be Additional Services.
- Condemnation support services will be Additional Services.

City's Responsibilities for Real Estate Services:

- Provide Introduction letter to property owners introducing HDR as their Real Estate Provider.
- Provide instruments of conveyance, and any other documents required or requested by the City.
- Provide approval of donations.
- Provide timely reviews and approval, as applicable, of all documentation submitted to maintain project schedule. Timely decision-making and approval functions associated with acquisition, relocation, administration settlements, mediations, and hearings.
- Assist, as necessary, in order to obtain the required data and information from other local, regional, State and Federal agencies.
- Payment of property purchase costs inclusive of land acquisition costs, closing costs, title curative costs, Title Policies, Title research, recording and filing fees, and relocation assistance costs.
- Furnish personnel to coordinate all aspects of work.

**Assumptions and Exclusions:**

- The City will facilitate access to the site for surveying and site visits.

- The City will conduct the necessary hydraulic modeling and provide the results to support the Project design criteria.
- The City will provide available record drawings of existing facilities.
- Locations of existing utilities will be provided by the respective utility companies.
- Excludes any environmental or archeological investigations and permitting.
- HDR's OPCCs will be made on the basis of HDR's experience, qualifications, and general familiarity with the construction industry. However, because HDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, HDR cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from OPCCs prepared by HDR.
- All deliverables furnished will be in electronic format (PDF).

### **Period of Services:**

Estimated completion time for services associated with this project are as follows:

Preliminary Engineering	6 months
Environmental Permitting	2 months
Real Estate Services	6 months
Detailed Design	TBD
Bidding	TBD
Construction	TBD

### **Compensation:**

Compensation for preliminary engineering services shall be on a lump sum basis, with a not to exceed amount of \$189,650.00. The scope and fee for final design, bidding phase services, and services during construction will be determined when the Preliminary Engineering phase is completed. The fee estimate for the Preliminary Engineering phase is listed below.

Preliminary Engineering	\$ 108,500.00
Surveying (CP&Y)	\$ 11,000.00
Environmental Permitting	\$ 9,950.00
Real Estate Services	\$ 60,200.00
<b>Subtotal – Preliminary Engineering Phase</b>	<b>\$ 189,650.00</b>
Detailed Design	TBD
Bidding	TBD
<u>Construction Admin</u>	<u>TBD</u>
<b>Total for All Tasks =</b>	<b>\$ TBD</b>



## CITY OF KYLE, TEXAS

### Majestic Industrial Park Replat of Lots 2 and 3, Block 1 (SUB-20- 0126)

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve Majestic Industrial Park Replat of Lots 2 and 3, Block 1 - (SUB-20-0126) 30.810 acres; 2 Commercial Lots for property located on the southwest corner of Kyle Crossing and Kohler's Crossing. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 5-0 to approve the replat.*

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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#### ATTACHMENTS:

##### **Description**

☐ Plat\_

OWNER'S DEDICATION

THE STATE OF TEXAS  
THE COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That we SHELDON–TANGLEWOOD, LTD, a Texas limited partnership, and Majestic Kyle, LLC, a Delaware limited liability company, being the owner of Lots 1, 2, and 3, Majestic Industrial Park, according to the plat recorded in Instrument No. 18025013 of the Plat Records of Hays County, Texas, and being the owner of that certain tract of land described as "Evans Tract I" in Warranty Deed to Sheldon–Tanglewood, LTD recorded in Volume 2495, Page 677 in the Deed Records of Hays County, Texas, does hereby subdivide 30.810 acres of land out of the Thomas G. Allen Survey, Abstract No. 26, the Jesse Day Survey, Abstract No. 152, the John King Survey, Abstract No. 276, and the Jesse Day Survey, Abstract No. 159, to be known as

MAJESTIC INDUSTRIAL PARK REPLAT OF LOTS 2 & 3

in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the streets and easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released.

WITNESS BY MY HAND this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SHELDON–TANGLEWOOD, LTD.,  
a Texas limited partnership

By: Tanglewood Acquisition, L.C.,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Richard K. Sheldon, Member

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day Richard K. Sheldon personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MAJESTIC KYLE, LLC,  
a Delaware limited liability company

By: Majestic Realty Co., a California  
Corporation,  
Manager's Agent

By: \_\_\_\_\_  
Edward P. Roski, Jr.  
President and  
Chairman of the Board

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BEFORE ME, the undersigned authority, a Notary Public in and for the State of California, on this day Edward P. Roski, Jr. personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the State of California

MAJESTIC INDUSTRIAL PARK

REPLAT OF LOTS 2 & 3

HAYS COUNTY, TEXAS

LEGAL DESCRIPTION

WHEREAS, Sheldon–Tanglewood, LTD, and Majestic Kyle, LLC are the owners of a 30.810 acre parcel of land situated in the Thomas G. Allen Survey No. 1, Abstract No. 26, Jesse Day Survey, Abstract No. 152, John King Survey No. 20, Abstract No. 276, and the Jesse Day Survey, Abstract No. 159; said tract being all of Lots 2, and 3, Majestic Industrial Park, an addition to the City of Kyle, Texas according to the plat recorded in Document No. 18025013 of the Official Public Records of Hays County, Texas; said also tract being part of that certain tract of land described as "Evans Tract 1" in Warranty Deed to Sheldon–Tanglewood, LTD, recorded in Volume 2495, Page 677 of the Deed Records of Hays County, Texas, and part of that certain tract of land described in Special Warranty Deed to Majestic Kyle, LLC recorded in Document No. 18025706 of said Official Public Records; said 30.810 acre parcel being more fully described as follows:

BEGINNING, at a 1/2–inch iron rod found for corner in the northwest corner of said Sheldon–Tanglewood tract; said point being the southwest corner of said Lot 3 and the southeast corner of that certain tract of land described in Deed Without Warranty to Mountain Plum, Ltd. recorded in Volume 2297, Page 139 of said Deed Records; from said point the southwest corner of said Thomas G. Allen Survey and the northwest corner of said John King survey bears approximately South 45 degrees, 52 minutes West, a distance of 543.5 feet;

THENCE, North 04 degrees, 37 minutes, 34 seconds East, along the west line of said lot 3 and east line of said Mountain Plum tract, a distance of 1,039.47 feet to a 1/2–inch iron rod with yellow cap "GEOMATICS 5519" found for corner in the south right–of–way line of Kohler's Crossing (a variable width right–of–way); said point being the northwest corner of said Lot 3;

THENCE, North 88 degrees, 53 minutes, 56 seconds East, departing the said west line of Lot 3 and said east line of Mountain Plum tract, and along the said south line of Kohlers Crossing, a distance of 189.82 feet to a 1/2–inch iron rod with yellow cap "GEOMATICS 5519" found for corner in the said south line of Kohlers Crossing; said point being the northeast corner of said Lot 3 and the northwest corner of said Lot 1

THENCE, departing the said south line of Kohlers Crossing and the north line of said Lot 3, and along the east line of said Lot 3 and west line of said Lot 1, the following two (2) calls:

South 19 degrees, 39 minutes, 29 seconds West, a distance of 220.45 feet to a 1/2–inch iron rod with yellow cap "GEOMATICS 5519" found for corner;

South 14 degrees, 12 minutes, 52 seconds East, a distance of 188.84 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner; said point being the southwest corner of said Lot 1, the northwest corner of said Lot 2, and in the east line of said Lot 3;

THENCE, departing the said east line of Lot 3, and along the north line of said Lot 2 and the south line of said Lot 1, the following two (2) calls:

North 75 degrees, 47 minutes, 08 seconds East, a distance of 139.85 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner;

South 67 degrees, 21 minutes, 37 seconds East, a distance of 1,220.41 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner; said point being the southeast corner of said Lot 1, the northeast corner of said Lot 2, and in the northwest right–of–way line of Kyle Crossing (a variable width right–of–way);

THENCE, departing the said north line of said Lot 2 and the south line of said Lot 1, and the said northwest line of Kyle Crossing, the following three (3) calls:

South 09 degrees, 24 minutes, 54 seconds West, a distance of 607.59 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner; said point being the beginning of a non–tangent curve to the right;

Along said curve to the right, having a central angle of 11 degrees, 50 minutes, 19 seconds, a radius of 937.00 feet, a chord bearing and distance of South 15 degrees, 34 minutes, 20 seconds West, 193.26 feet, an arc distance of 193.60 feet to a 1/2–inch iron rod with "LOOMIS AUSTIN INC" cap found at the end of said curve; said point being the southeast corner of said Lot 2, and the northeast corner of said "Evans Tract 1"; said point also being the beginning of a non–tangent curve to the right;

Along said curve to the right, having a central angle of 04 degrees, 49 minutes, 03 seconds, a radius of 953.86 feet, a chord bearing and distance of South 23 degrees, 49 minutes, 21 seconds West, 80.18 feet, an arc distance of 80.20 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set at the end of said curve;

THENCE, North 67 degrees, 07 minutes, 59 seconds West, departing the said northwest line of said Kyle Crossing and the southeast line of said "Evans Tract 1", into and across said "Evans Tract 1", a distance of 1,504.76 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner in the west line of said Tract 1;

THENCE, North 45 degrees, 51 minutes, 20 seconds East, along the northwest line of said "Evans Tract 1" and southeast line of said Mountain Plum tract, a distance of 86.94 feet to the POINT OF BEGINNING;

CONTAINING: 1,342,091 square feet or 30.810 acres of land, more or less.

This replat has been submitted to and considered by the planning and zoning commission of the City of Kyle, Texas and is hereby approved by such planning and zoning commission.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Reviewed by: City Engineer

By: \_\_\_\_\_  
Harper Wilder, Director of Public Works

By: \_\_\_\_\_  
Travis Mitchell, Mayor, City of Kyle

By: \_\_\_\_\_  
Approved and authorized for  
recording by: City Secretary

SURVEYOR'S STATEMENT

THAT I, Jonathan E. Cooper, am authorized under the laws of the State of Texas to practice the profession of surveying, hereby certify that this plat is true and correct, that it was prepared from an actual survey of the property made by me or under my supervision on the ground during the month of April, 2020 and that all necessary survey monuments are correctly set or found as shown hereon.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

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. RELEASED 5/20/20.

Jonathan E. Cooper  
Registered Professional Land Surveyor,  
No. 5369  
jcooper@pkce.com

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jonathan E. Cooper, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the State of Texas

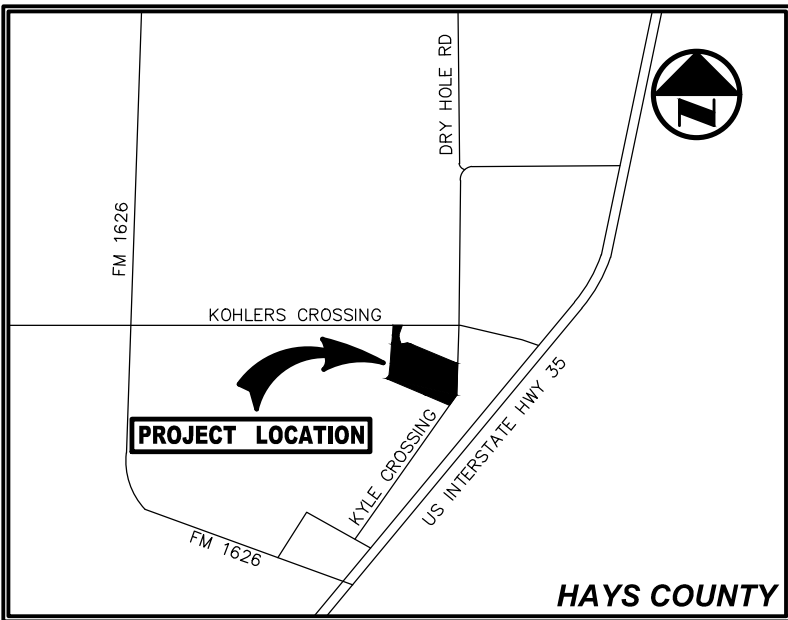
Acreage: 30.810

Number of blocks: 1

Number of lots: 2

Proposed use of lots: Commercial Warehouse and Vacant

Note: Setbacks not shown on lots shall conform to the City of Kyle Zoning Ordinance.



VICINITY MAP  
(NOT TO SCALE)

SHEET 1 OF 3  
MAJESTIC INDUSTRIAL  
PARK REPLAT OF  
LOTS 2 & 3  
LOTS 2A AND 3A,  
BLOCK 1

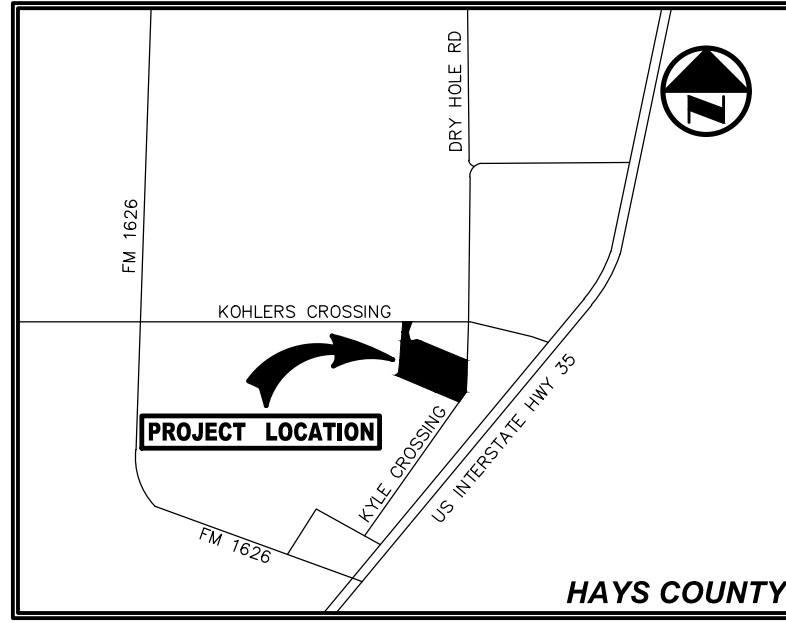
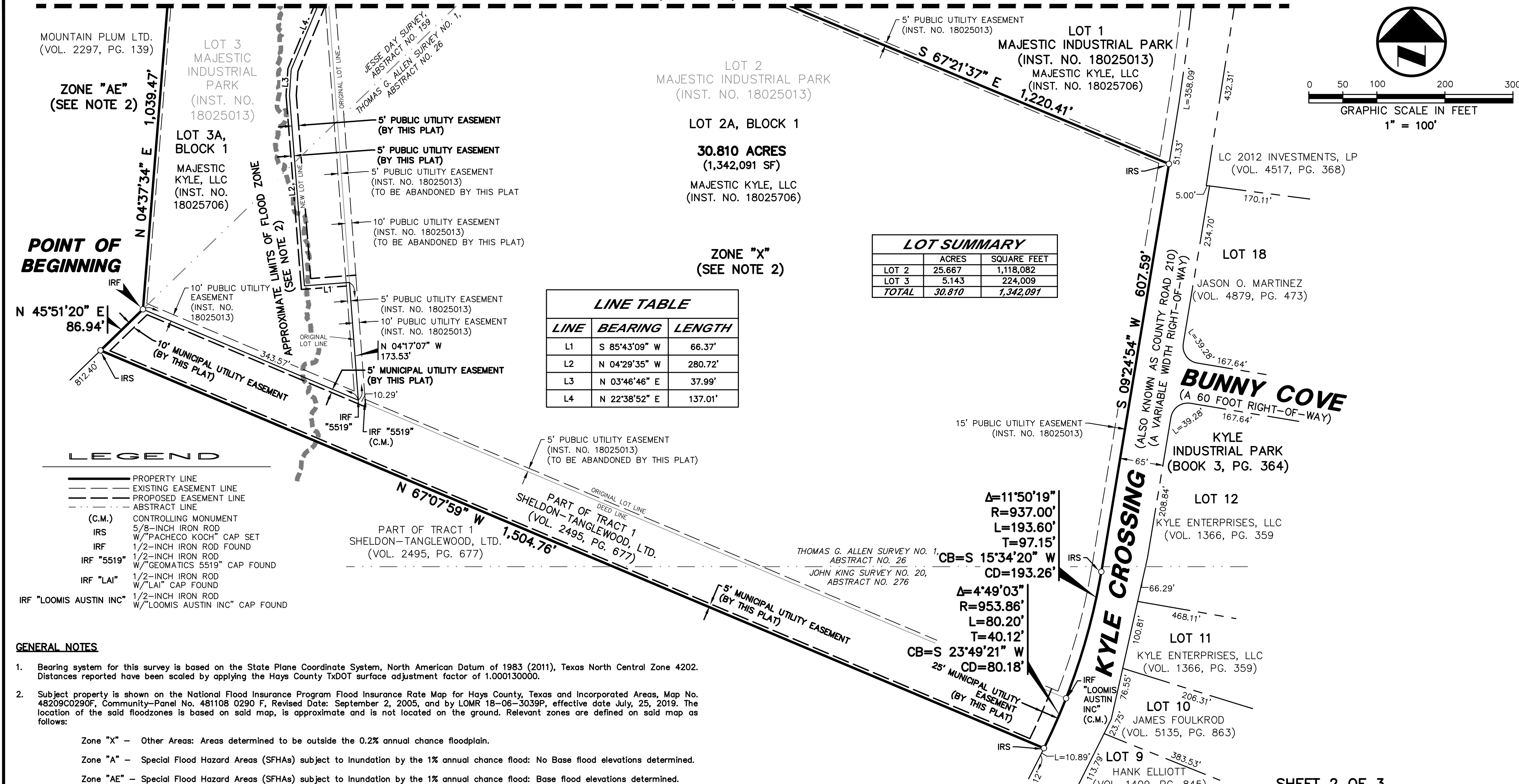
BEING A REPLAT OF LOTS 2 AND 3  
LOCATED IN THE CITY OF KYLE  
AND BEING OUT OF THE  
THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26,  
JOHN KING SURVEY, ABSTRACT NO. 276,  
JESSE DAY SURVEY, ABSTRACT NO. 159,  
JESSE DAY SURVEY, ABSTRACT NO. 152,  
HAYS COUNTY, TEXAS

		7557 RAMBLER ROAD SUITE 1400 DALLAS, TX 75231 972.235.3031 TX REG. ENGINEERING FIRM F–469 TX REG. SURVEYING FIRM LS–10008000		
DRAWN BY DHM	CHECKED BY MWW/JEC	SCALE NONE	DATE MAY 2020	JOB NUMBER 4385–20.136



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MATCH LINE (SEE SHEET 3)



**VICINITY MAP**  
(NOT TO SCALE)

SHEET 2 OF 3  
**MAJESTIC INDUSTRIAL PARK REPLAT OF LOTS 2 & 3, LOTS 2A AND 3A, BLOCK 1**

BEING A REPLAT OF LOTS 2 AND 3  
LOCATED IN THE CITY OF KYLE  
AND BEING OUT OF THE  
THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26,  
JOHN KING SURVEY, ABSTRACT NO. 276,  
JESSE DAY SURVEY, ABSTRACT NO. 152,  
HAYS COUNTY, TEXAS

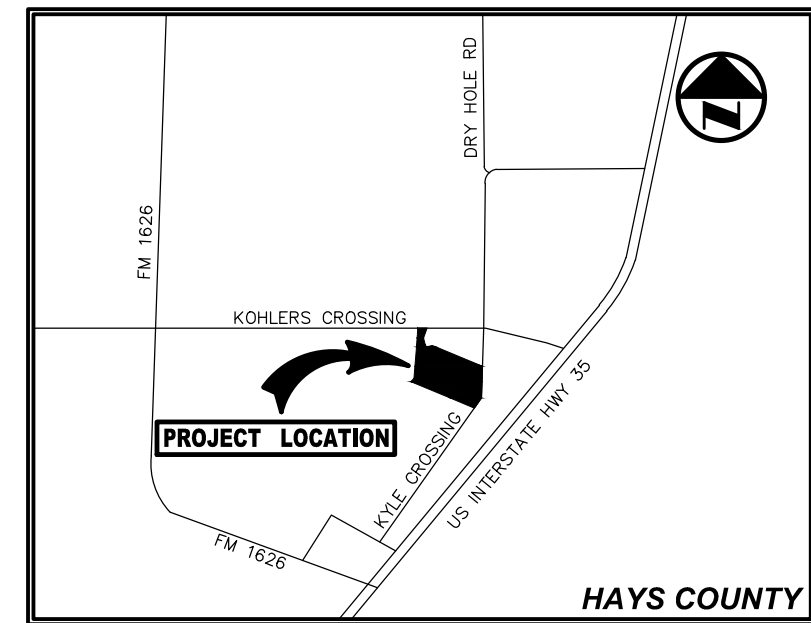
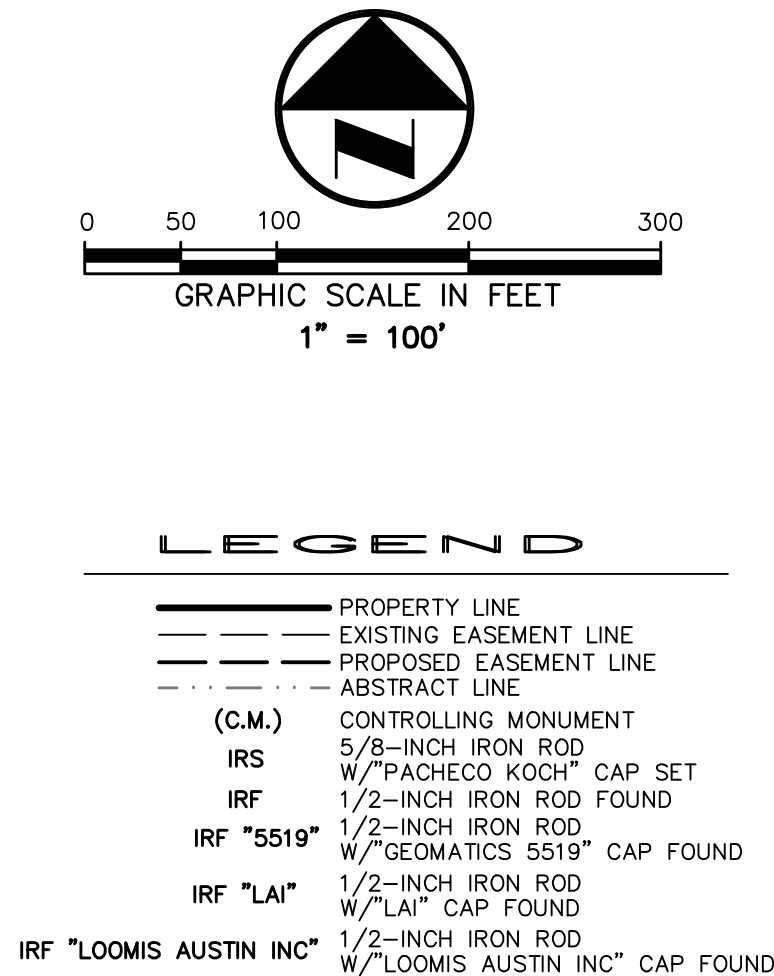
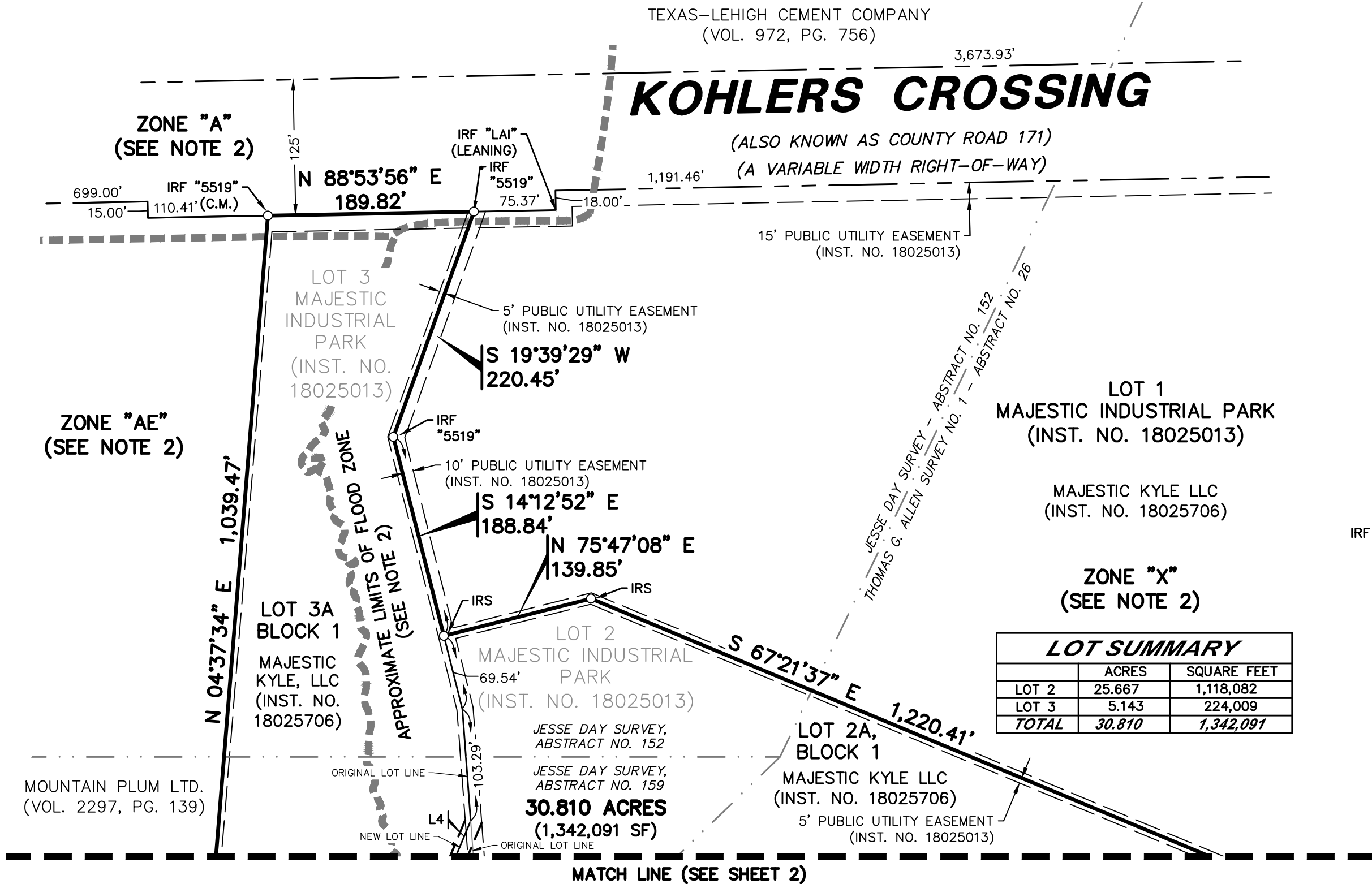
**Pacheco Koch**  
7557 RAMBLER ROAD SUITE 1400  
DALLAS, TX 75231 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008000

<b>DRAWN BY</b> DHM	<b>CHECKED BY</b> MWW/JEC	<b>SCALE</b> 1"=100'	<b>DATE</b> MAY 2020	<b>JOB NUMBER</b> 4385-20.136
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REPLAT - MAJESTIC INDUSTRIAL PARK REPLAT OF LOTS 2 & 3

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DMALONE



**VICINITY MAP**  
(NOT TO SCALE)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 85°43'09" W	66.37'
L2	N 04°29'35" W	280.72'
L3	N 03°46'46" E	37.99'
L4	N 22°38'52" E	137.01'

**GENERAL NOTES**

- Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Hays County TxDOT surface adjustment factor of 1.000130000.
- Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas, Map No. 48209C0290F, Community-Panel No. 481108 0290 F, Revised Date: September 2, 2005, and by LOMR 18-06-3039P, effective date July, 25, 2019. The location of the said floodzones is based on said map, is approximate and is not located on the ground. Relevant zones are defined on said map as follows:  
  
Zone "X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.  
  
Zone "A" - Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood: No Base flood elevations determined.  
  
Zone "AE" - Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood: Base flood elevations determined.
- The survey abstract lines shown hereon are approximate and are not located on the ground.
- Obstructions are prohibited within drainage easements.
- Utility Providers:  
Wastewater - City of Kyle  
Water - City of Kyle
- For all the property within the Plum Creek PUD, a 15-foot PUE is hereby dedicated at all the front property lines, a 5-foot PUE is hereby dedicated along all side lot lines, and a 10-foot rear PUE is hereby dedicated at all rear lot lines For all the property outside of the Plum Creek PUD, a 25-foot Municipal Utility Easement (MUE) is hereby dedicated at the front property line, a 5-foot MUE is hereby dedicated at all side lot lines, and a 10-foot rear MUE is hereby dedicated at all rear lot lines.
- Sidewalks shall be installed on the subdivision side of Kohlers Crossing and Kyle Crossing. Those sidewalks not abutting a residential, commercial, or industrial lot shall be installed when the adjoining street is constructed. Where there are double frontage lots, sidewalks on the street to which access is prohibited are also required to be installed when the streets in the subdivision are constructed.
- Setbacks not shown on lots shall conform to the City of Kyle Zoning Ordinance.
- No objects, including signage, buildings, accessory buildings, fencing, or landscaping which would interfere with conveyance of storm water shall be placed or erected within any drainage easements without the prior approval of the City of Kyle.
- This property lies within the Bunton Branch of the Plum Creek Watershed.
- The property owner(s) and/or the the property owner's association are solely responsible for any and all maintenance and/or repairs to all drainage easements and detention/retention ponds within the property.
- Prior to construction of any improvements on lots within this subdivision, site development permits and building permits will be obtained from the City of Kyle.

**ENGINEER:**  
PACHECO KOCH CONSULTING ENGINEERS  
201 WEST 5TH STREET, SUITE 1100  
AUSTIN, TEXAS 78701  
PH: (512) 485-0831  
CONTACT: CLAYTON R. STOLLE

**SURVEYOR:**  
PACHECO KOCH CONSULTING ENGINEERS  
7557 RAMBLER ROAD, SUITE 1400  
DALLAS, TEXAS 75231  
PH: (972) 235-3031  
CONTACT: JONATHAN E. COOPER

**OWNER:**  
MAJESTIC KYLE, LLC  
13191 CROSSROADS PARKWAY NORTH,  
6TH FLOOR  
INDUSTRY, CALIFORNIA 91746  
CONTACT: CHIEF FINANCIAL OFFICER

**OWNER:**  
SHELDON-TANGLEWOOD, LTD.  
601 SONTERRA  
SAN ANTONIO, TEXAS 78258  
CONTACT: RICHARD SHELDON

Item # 10

I, Elaine Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument in writing with its certificate of authentication, was filed for record in my office on the


\_\_\_\_ day of \_\_\_\_\_, 2020. A.D., at \_\_\_\_\_ o'clock \_\_\_\_M., in the plat records of Hays County, Texas,

as Instrument No. \_\_\_\_\_

Witness my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2020. A.D.

Elaine Cardenas,  
County Clerk  
Hays County, Texas

SHEET 3 OF 3  
**MAJESTIC INDUSTRIAL  
PARK REPLAT OF  
LOTS 2 & 3  
LOTS 2A AND 3A,  
BLOCK 1**  
BEING A REPLAT OF LOTS 2 AND 3  
LOCATED IN THE CITY OF KYLE  
AND BEING OUT OF THE  
THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26,  
JOHN KING SURVEY, ABSTRACT NO. 276,  
JESSE DAY SURVEY, ABSTRACT NO. 159,  
JESSE DAY SURVEY, ABSTRACT NO. 152,  
HAYS COUNTY, TEXAS

 <b>Pacheco Koch</b>			7557 RAMBLER ROAD SUITE 1400 DALLAS, TX 75231 972.235.3031 TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-10008000	
<i>DRAWN BY</i> DHM	<i>CHECKED BY</i> MWW/JEC	<i>SCALE</i> 1"=100'	<i>DATE</i> MAY 2020	<i>JOB NUMBER</i> 4385-20.136

REPLAT - MAJESTIC INDUSTRIAL PARK REPLAT OF LOTS 2 & 3



# CITY OF KYLE, TEXAS

## Amendment No. 3 for additional acquisition services for the Southside Wastewater Improvements

**Meeting Date: 6/2/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Approve amendment No. 3 to STATESIDE RIGHT OF WAY SERVICES, LLC., Fort Worth, Texas, in the amount of \$10,000.00 for a total contract amount not to exceed \$77,000.00 for acquiring easements associated with the Southside Wastewater Improvements Project. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** Stateside Right of Way Services has been providing acquisition services on the Southside project. Issues with underground utilities created a need to acquire new easements in order to place the proposed wastewater line and force main.

It has been determined relocation services will be required. Additionally, acquisition of one of the remaining easements continue to be delayed due to difficulties in negotiating with the owner.

This amendment will supplement the original agreement in order to complete the easement acquisition process.

**Legal Notes:** N/A

**Budget Information:** A Fiscal Note is attached.

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### ATTACHMENTS:

#### **Description**

- ☐ Stateside Proposal - Amendment No. 3

### **“Amendment #3 to Agreement For Professional Services”**

This Amendment pertains to an Agreement For Professional Services by and between Stateside Right of Way, L.L.C., (“STATESIDE”), and The City of Kyle, Texas, (CITY), dated March 26, 2019, (“the Agreement”). STATESIDE will perform additional services on the project described below and CITY will provide the compensation for the additional services as provided herein and in addition to the services and compensation stated in the Agreement. This Amendment will not be binding until it has been properly signed by both parties. Upon execution, this Amendment will supplement the Agreement as it pertains to the project described below.

AMENDMENT NUMBER: 03

#### **PART 1.0 PROJECT DESCRIPTION:**

- Reasoning behind amendment:
  - Additional time needed with property owners, owners have been difficult and non-responsive, title issues have delayed signings and compromises have not been honored by landowners.
  - Unknown Relocations

#### **PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY STATESIDE UNDER THIS AMENDMENT ON THE PROJECT:**

- A. Cost of relocations 3 @ \$2,000 each - \$6,000
- B. Eminent domain preparation hours.
- C. Additional hours for addressing new issues in negotiations - \$4,000
  - 1) Resolve Complex Title Issues for Closing
  - 2) Prepare documentation and correspondence for condemnation
  - 3) Preparation of additional documents for negotiations and closings
- D. Cost of additional appraisals - \$0.00
- E. Provide timesheets with supporting documentation for invoicing to the client. Due the last day of each month.

#### **PART 3.0 CITY’S RESPONSIBILITIES:**

Provide STATESIDE with the surveys and any additional information needed to purchase the property.

PART 4.0 STATESIDE'S COMPENSATION FOR SERVICES:

- Senior Agents - \$110 hour
- Administrative Support - \$80 hour

This Amendment is executed this \_\_\_\_\_ day of May, 2020.

CITY OF KYLE, TEXAS

STATESIDE RIGHT OF WAY SERVICES,  
L.L.C.

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

BY: 

NAME: \_\_\_\_\_

NAME: Diane Valek

TITLE: \_\_\_\_\_

TITLE: President

ADDRESS: 100 W. Center Street

ADDRESS: P.O. Box 1424

Kyle, Texas 78640

Ennis, Texas 75120

\_\_\_\_\_

\_\_\_\_\_



# CITY OF KYLE, TEXAS

## Utility Notification Policy

Meeting Date: 6/2/2020

Date time: 7:00 PM

**Subject/Recommendation:** *(First Reading)* Approve an Amendment to Chapter 38 to Include a Utility Notification Policy. ~ Leon Barba, P.E., City Engineer

**Other Information:** This ordinance amendment provides a requirement for the notification to property owners prior to work being conducted in utility easements on private property.

**Legal Notes:** There was a request at the last Council meeting that the City require and enforce the requirement that property be restored after work conducted by utility companies is complete.

The City has a right-of-way management ordinance in Chapter 38 of the Code of Ordinances that regulates activities and work done by companies and utilities that have facilities located in City right-of-way. City right-of-way includes public utility easements on private property, and after the amendment is approved, it will include municipal utility easements.

Chapter 38 requires that contractors restore property that they have worked on, as provided in the following section:

*Duty to promptly repair.* It shall be the duty of the owner, the contractor and the supervisor of the work site, on whose behalf the hole, trench, mound, excavation, construction activity, installation or other obstruction or intrusion shall be made, or has been made, in the streets or rights-of-way of the city, to protect the same while such condition exists and to promptly repair the same so as to leave the street or right-of-way in as good or better condition than as before the work. All facilities, streets, sidewalks or other structures or property damaged, altered or injured, in any fashion, shall be restored with similar material and workmanship to that existing before the same was damaged, altered or injured through any actions of the owner, contractor or person employed in any fashion thereby. All work shall be done to the satisfaction of the building inspector whose duty it shall be to inspect the same after it has been done.

The ordinance can be enforced in the following ways:

1. Citation for violation of the ordinance
2. The City repairs damage and recovers the costs in a court of competent jurisdiction
3. Revocation of outstanding permits to conduct work in the ROW
4. Pursuing action in civil court for damages, injunctive relief, or specific performance of the requirements of the ordinance.
5. Posting of a bond or cash deposit by a utility/contractor other than one who has a franchise, contract, or license with the City, as security for restoration of the property

I am providing this information because it appears that there are regulations addressing the Council's concerns, but in the event the above provisions do not, additional requirements can be added on second reading of the ordinance adding the notification requirements, which are being added to Chapter 38.

**Budget Information:** N/A

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**ATTACHMENTS:**

**Description**

☐ Ordinance.Property.Owner.Notification



**ORDINANCE: \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 38 OF THE CODE OF ORDINANCES TO REQUIRE CONTRACTORS OR OWNERS OF FACILITIES LOCATED IN PUBLIC UTILITY EASEMENTS OR MUNICIPAL UTILITY EASEMENTS TO NOTIFY PROPERTY OWNERS PRIOR TO PERFORMING WORK AND OF ANY ROAD CLOSURES REQUIRED BY THE WORK; AMENDING THE DEFINITION OF PUBLIC RIGHT-OF-WAY TO INCLUDE MUNICIPAL UTILITY EASEMENTS; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, the City of Kyle is a home rule municipality; and,

**WHEREAS**, the City Council finds that the regulations established herein are adopted for the purpose of promoting the public health, safety, and welfare, the economic health and development of the City, and the aesthetic welfare of the City;

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

**Section 1. Findings.** The findings set forth in the Ordinance are hereby in all things approved.

**Section 2. Definition of Rights-of-Way.** The definition of “rights-of-way” set forth in Section 38-73 City of Kyle Code of Ordinances is hereby amended in its entirety to read as follows:

*Rights-of-way* means the surface of, and the space above and below, any and all present and future public thoroughfares, public utility easements, municipal utility easements, public ways, public grounds, public waterways and, without limitation by the foregoing, any other public property within the corporate limits of the city.

**Section 3. Notification of Property Owners.** Section 38-158 of the Code is hereby amended by inserting the following provision as subsection (2). The existing subsection (2) and subsequent sections shall be renumbered accordingly.

(2). In the event of work being performed in rights-of-way that are public utility easements or municipal utility easements, the owner, the contractor, and the supervisor shall give the notice required by this subsection to the property owner prior to beginning work on such property. Further, in the event that the work will require a full or partial road closure, the owner, the contractor, and the supervisor will notify the property owners affected by the road closure before commencing work in the manner provided by this subsection.



- (a) If any structure on the property is occupied, the owner, contractor, or supervisor shall present proper credentials, request entry, explain the scope and duration of the project.
- (b) If the property owner is not present, the owner, contractor, or supervisor shall post a notice on the entry door to the property, that appears to be the main entrance of the residence or business property, the need for entry and/or road closure, as applicable, the scope and duration of the work to be performed and the road closure, as applicable.
- (c) In the event of emergency situations where public health or imminent danger is noted, notification will be attempted; however, work can begin immediately after the becoming aware of the situation.

**Section 3. Amendment of Conflicting Ordinances.** To the extent any resolution or ordinance previously adopted by the Council in inconsistent with this Ordinance, it is hereby amended to the extent of a conflict herein.

**Section 4. Open Meetings Act.** The meeting at which this Ordinance was approved was in all things conducted in Compliance with Texas Open Meetings Act, Texas Government Code, Chapter 551, as modified by Governor Abbott.

**Section 5.** This Ordinance shall become effective from and after its passage.

**PASSED AND APPROVED THIS THE \_\_\_\_ DAY OF JUNE, 2020**

**PASSED AND FINALLY APPROVED THIS THE \_\_\_\_ DAY OF JUNE, 2020**

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**Travis Mitchell, Mayor**

**ATTEST:**

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**Jennifer Vetrano, City Secretary**



# CITY OF KYLE, TEXAS

## Mobile Office

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve rental agreement with Satellite Shelters, Inc. for a mobile office trailer for the 2020 Summer Camp Program. ~ *Mariana Espinoza, Director of Parks & Recreation*

**Other Information:** As a result of COVID, the Parks and Recreation Department will not be able to utilize Wallace Middle School for the 2020 Summer Camp Program. The 2020 Summer Camp program will be an outdoor-based camp and will be held at Gregg-Clarke Park under the Ash Pavilion. Parks and Recreation Department staff request approval of a rental agreement with Satellite Shelters, Inc. for a 12 x 60 mobile office trailer that will be used for indoor camp programming and offer an air conditioned option throughout the camp day. Staff recommends that this is a reimbursable COVID expense. Please see attached.

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**



# CITY OF KYLE, TEXAS

## Continuation of Disaster Declaration

**Meeting Date: 6/2/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** An Ordinance of the City of Kyle, Texas Extending a Disaster Declaration for the City of Kyle and Providing for a Penalty and Enforcement. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### ATTACHMENTS:

#### **Description**

- ❑ Declaration-Continuing-State-of-Local-Disaster.Kyle.5.29.20

**ORDINANCE OF THE CITY OF KYLE, TEXAS CONTINUING  
DECLARATION DISASTER  
FOR THE CITY OF KYLE, TEXAS**

**WHEREAS**, the Mayor of the City of Kyle, Texas declared a state of local disaster on March 17, 2020 due to imminent threat from COVID-19; and

**WHEREAS**, in accordance with Texas Government Code Section 418.108(b), the declaration of local state of disaster may not be continued or renewed for a period of more than seven (7) days except with the consent of the City Council of the City of Kyle, Texas; and

**WHEREAS**, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern, advising countries to prepare for the containment, detection, isolation and case management, contract tracing and prevention of onward spread of the disease; and

**WHEREAS**, on March 5, 2020, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

**WHEREAS**, on March 13, 2020, Governor Abbott declared a state of disaster for all counties in the State of Texas due to COVID-19 posing an imminent threat of disaster in the state; and

**WHEREAS**, the Center for Disease Control and Preparation is closely monitoring the number of COVID-19 cases that have spread in the United States; and

**WHEREAS**, on March 15, 2020, the Judge Becerra issued a disaster declaration, which was extended for 120 days by the Hays County Commissioners Court on March 16, 2020; and

**WHEREAS**, the COVID-19 virus spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

**WHEREAS**, large gatherings of unidentifiable individuals without necessary mitigation for the spread of infection may pose a risk for the spread of infectious disease; and

**WHEREAS**, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action; and

**WHEREAS**, this Ordinance was approved by a vote of at least five members of the City Council; and

WHEREAS, the City Council of the City of Kyle, Texas, pursuant to Texas Government Code Section 418.108(b), has consented to continue the declaration of local state of disaster for the City of Kyle, Texas.

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

- 1.) *[Remove if passed by 7 votes Pursuant to Section 4.07 of the City Charter, the City Council hereby finds and determines that an emergency exists, such emergency being the imminent threat to life, health, property, and public peace posed by the outbreak of COVID-19 and its effects. This Ordinance is being adopted by one reading pursuant to Section 4.07 of the City Charter. This Ordinance is effective immediately and the City Manager is hereby authorized and directed to cause the publication of the caption of this Ordinance in two successive issues of a newspaper of general circulation in the City. This ordinance shall be automatically repealed within sixty (60) days unless reenacted by the City Council.]*
- 2.) The declaration of state of local disaster for the City of Kyle, Texas resulting from threats posed by COVID-19 is hereby continued.
- 3.) This Declaration continues to activate the City's Emergency Management Plan.
- 4.) This Declaration continues to activate the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plans and authorizes the furnishing of aid and assistance under the Declaration, and the preparedness and response aspects of the plans are activated as provided in the plans and such other measures as set forth in the Mayor's March 17, 2020 disaster declaration, as modified by subsequent orders and ordinances.
- 5.) This Declaration continuing a local state of disaster shall be effective for sixty (60) days on and from its date of issuance, provided however that this Declaration may be terminated before the expiration of sixty days by subsequent order of the Mayor or action of the City Council, and may be continued or renewed beyond said period from its date of issuance only with the consent of the City Council of the City of Kyle, Texas.
- 6.) Orders issued by the Mayor prior to the effective date of this Ordinance are hereby ratified, confirmed, and approved.
- 7.) In accordance with Texas Government Code §418.173, a person who knowingly or intentionally violates this Ordinance, or a declaration, order or proclamation issued by the Mayor under Chapter 418, Government Code, the

City Charter, or the emergency management plan, commits an offense, punishable by a fine up to \$1,000.00 or confinement in jail for a term that does not exceed 180 days. Article III, Chapter 20, of the City's Code of Ordinances is hereby amended to add this section 7 to a section entitled: Section 20.103. Penalty for Violation of the Emergency Management Plan.

- 8.) The sections, paragraphs, sentences, clauses and phrases of this Declaration are severable and if any phrase, clause, sentence, paragraph or section of this Declaration should be declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Declaration that can be given effect without the invalid provision, and to this end the provisions of this Order are severable.
- 9.) This Declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- 10.) This Declaration shall take effect immediately from and after its issuance.

This Ordinance is hereby **PASSED AND APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Travis Mitchell, Mayor  
City of Kyle, Texas

ATTEST:

\_\_\_\_\_  
Jennifer Vetrano, City Secretary



# CITY OF KYLE, TEXAS

## Intermandeco DA 2nd Amendment

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Second Amendment to the Development Agreement between City of Kyle, Texas, and Intermandeco GP, LLC or Assigns. ~ *James R. Earp, Assistant City Manager*

**Other Information:** The original developer agreement required Opal Lane to be constructed as part of the Phase 1 subdivision improvements. However, due to delays caused by Union Pacific and Kinder Morgan, the construction of Opal Lane will also be delayed. This amendment allows the city to accept Phase 1 without Opal being finally constructed, but instead pushes this obligation until the delays with UPRR and Kinder Morgan are resolved or 12 months, whichever is sooner.

**Legal Notes:**

**Budget Information:**

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### ATTACHMENTS:

#### **Description**

☐ DEV AGRMT - Driskell 171 Acs - 2nd Amend - 05-29-20-BC

STATE OF TEXAS           §  
   §  
COUNTY OF HAYS       §

**SECOND AMENDMENT TO THE  
DEVELOPMENT AGREEMENT  
BETWEEN CITY OF KYLE, TEXAS, AND  
INTERMANDECO GP, LLC OR ASSIGNS**

This Second Amendment to the Development Agreement (“Amendment”) is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the “City”) and PARAMOUNT PARK, LTD., Assignee of Intermandeco GP, LLC, (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

**AGREED FACTS:**

- A. The Development Agreement was fully approved by City Council on August 1, 2017, executed by the Mayor on August 10, 2017 and duly recorded by the Hays County Clerk on August 14, 2017 under Instrument No. 17028389.
- B. Effective as of April 11, 2018, Intermandeco GP, LLC assigned all of its right, title and interest in and to said Development Agreement to its affiliate, Paramount Park, Ltd., which assumed all of the obligations of Intermandeco GP, LLC under said Development Agreement and any and all amendments and addenda thereto, including any obligations Intermandeco GP, LLC had in connection with all entitlement applications to the City for the development of the property which is the subject of the Development Agreement.
- C. Subsequently, on June 28, 2019, the City and Developer entered into the First Amendment to the Development Agreement in order to modify Section 2.02, Residential and Commercial, said First Amendment being duly recorded by the Hays County Clerk on August 22, 2019 under Instrument No. 19028914.
- D. The City and the Developer wish to amend the Development Agreement again in order to modify Paragraph 3.01, Perimeter Streets. This modification will adjust the timing of the Opal Lane improvements in order to coordinate with Kinder Morgan’s pipeline construction and Union Pacific Railroad’s Opal Ln track improvements.

**AGREEMENT:**

**Section 1.** Section 3.01, Perimeter Streets, under Article 3 of the Development Agreement is hereby modified to include the following paragraph:

[DATE]



However, Paramount's Section 1 improvements shall be accepted by the City without the completion of the Opal Ln improvements due to the conflicting or delayed construction projects in the immediate area. Once the first to occur of:

the adjacent Kinder Morgan jobsite accessing Opal Lane has been cleared and Union Pacific Railroad has made the necessary track improvements on Opal Ln so that the Developer's Opal Lane improvements can provide a complete section of roadway, or;

One year has passed from the date of the City's acceptance of the Paramount Section 1 improvements, regardless of the status of other construction projects.

the Developer will have sixty (60) days to commence construction on the Opal Ln improvements. If said construction does not commence within that sixty (60) day timeframe then the City may utilize any legal means to compel the Developer to install and complete the Opal Lane improvements as described in this Development Agreement and the Developer consents to authorizing the City to withhold all certificates of occupancy for Paramount, all building permits for Paramount, and withhold approval of any pending final plats for Paramount, until construction on the Opal Lane improvements commences.

The remaining provisions of Section 3.01 shall remain in full force and effect.

**Section 2. Effective Date.** This Second Amendment to the Agreement is legally effective and enforceable upon the execution of this Second Amendment by both parties.

**Section 3.** The amendments listed in Section 1 of this Second Amendment are the only changes to the original Agreement and First Amendment and all other provisions of the original Agreement and the First Amendment shall remain in full force except as modified by this Second Amendment.

SIGNED and executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

**DEVELOPER:**

PARAMOUNT PARK, LTD.

By: INTERMANDECO GP, LLC

Its" General Partner

By: \_\_\_\_\_

Cary L. Cobb, Vice President

**CITY OF KYLE, TEXAS**

By: \_\_\_\_\_  
Travis Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Vetrano, City Secretary

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Cary L. Cobb, Vice President of Intermandeco GP, LLC, a Texas limited liability company, the General Partner of Paramount Park, Ltd., a Texas limited liability company, for and on behalf of said entities.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Travis Mitchell, Mayor of the City of Kyle, Hays County, Texas, on behalf of said city.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[DATE]



# CITY OF KYLE, TEXAS

## Ordinance Authorizing Issuance of Combination Tax & Revenue Certificates of Obligation Bonds, Series 2020 - Not to Exceed \$33,955,000.00

**Meeting Date: 6/2/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** *(First and Final Reading)* Approve an Ordinance authorizing the issuance of City of Kyle, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020, in a principal amount not to exceed \$33,955,000.00 to pay for the City's wastewater treatment plant expansion and associated costs; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds. ~ *Perwez A. Moheet, CPA, Director of Finance*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### ATTACHMENTS:

#### Description

- ☐ Ordinance - Authoring COs for WWTP

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$ \_\_\_\_\_  
“CITY OF KYLE, TEXAS COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2020”; AUTHORIZING THE  
SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND  
RELATED TO THE ISSUANCE OF SAID CERTIFICATES**

**WHEREAS**, on February 4, 2020 the City Council of the City of Kyle, Texas (the “City”) approved a resolution directing publication of notice of public hearing and intention to issue combination tax and revenue certificates of obligation in accordance with the provisions of Subchapter C of Chapter 271, Texas Local Government Code, §§ 271.041 et seq., as amended, and Chapter 1502, Texas Government Code, as amended, for the purpose of paying contractual obligations to be incurred for (1) the design and construction of a wastewater treatment plant and other sewer system infrastructure improvements, and (2) the payment of professional services and costs of issuance related thereto; and; and

**WHEREAS**, a “Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation” (the “Notice”) was published in the *Hays Free Press* on February 12, 2020 and February 19, 2020; the date of the first publication of such notice being before the forty-fifth (45th) day prior to April 7, 2020, the tentative date stated therein for the passage of this ordinance; and

**WHEREAS**, on April 7, 2020, the City Council convened, held a public hearing in accordance with the Notice, and decided, because of coronavirus-related market disruptions that made an April 7, sale of the certificates of obligation impractical for the City, to postpone consideration of the passage of an ordinance authorizing the issuance of said certificates of obligation to the next regular meeting of the City Council; and

**WHEREAS**, on June 2, 2020, the City Council of the City of Kyle, Texas, convened and after a public hearing, considered passage of an ordinance authorizing the issuance of said certificates of obligation (the “Ordinance”); and

**WHEREAS**, the certificates of obligation in the principal amount of \$ \_\_\_\_\_ should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

**WHEREAS**, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

**WHEREAS**, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued and sold at this time in the amount and manner hereinafter provided;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officials” means the Mayor, City Secretary, City Manager and/or Finance Director of the City.

“Certificate” or “Certificates” means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Kyle, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020,” in the aggregate principal amount of \$\_\_\_\_\_, and which shall be secured by the full faith and credit of the City and as more specifically described in Article II of this Ordinance.

“City” means the City of Kyle, Texas.

“City Council” means the City Council of the City.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Date of Delivery” means the date of the initial delivery of and payment for the Certificates.

“Defeasance Securities” mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (iv) any other then authorized securities or obligations under applicable law of the State of Texas that may be used to defease obligations such as the Certificates.

“Designated Payment/Transfer Office” means the office of the Paying

Agent/Registrar which is designated for the presentment of the Certificates.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.04 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2021.

“Mayor” means the Mayor of the City.

“Owner” or “Registered Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially \_\_\_\_\_, \_\_\_\_\_, Texas, or any successor thereto as provided in this Ordinance.

“Purchase Agreement” means the Purchase Agreement pertaining to the Certificates, by and between the City and the Underwriter[s], approved in Section 7.01 of this Ordinance.

“Record Date” means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

“Register” means the register specified in Section 3.06(a) of this Ordinance.

“Surplus Revenues” means those revenues of the City's Waterworks and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said Waterworks and Sewer System as defined in Section 1502.056(a) of the Texas Government Code, and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now

outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Waterworks and Sewer System.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

“Underwriters” mean \_\_\_\_\_.

“Waterworks and Sewer System” means the City’s combined water and sewer utility system.

#### Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

#### Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

#### Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

## ARTICLE II

### SECURITY FOR THE CERTIFICATES CREATION OF FUNDS

#### Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and



for which money has been deposited with the Paying Agent/Registrar for such redemption.

#### Section 2.02. Revenue Pledge.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge, not to exceed \$1,000, of the Surplus Revenues of the City's Waterworks and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

#### Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

#### Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Kyle, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020 Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

#### Section 2.05. Construction Fund.

(a) A special fund or account, to be designated the "City of Kyle, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for (1) the design and construction of a wastewater treatment plant and other sewer system infrastructure improvements, and (2) the payment of professional services and costs of issuance related thereto (the "Project").

(b) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the Project shall be deposited in the Interest and Sinking Fund.

#### Section 2.06. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

### ARTICLE III

#### AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

#### Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Kyle, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of paying contractual obligations to be incurred for (1) the design and construction of a wastewater treatment plant and other sewer system infrastructure improvements, and (2) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated April 1, 2020 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Installments</u>	<u>Interest</u> <u>Rate</u>	<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Installments</u>	<u>Interest</u> <u>Rate</u>
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[TO BE COMPLETED BASED ON PRICING]

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2021, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first-class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all

risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

#### Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Date of Delivery shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Date of Delivery, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or their Representative, manually signed by the Mayor and City Secretary, approved by the

Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their Representative.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the

Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

### Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

### Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate

insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

### Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

- (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.



(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

#### Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective

Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the City's Waterworks and Sewer System. The City further reserves the right to issue any

additional obligations secured by the net revenues on the City's Waterworks and Sewer System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

#### ARTICLE IV

##### REDEMPTION OF CERTIFICATES BEFORE MATURITY

###### Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

###### Section 4.02. Optional Redemption. [TO BE COMPLETED BASED ON PRICING]

The City reserves the option to redeem Certificates maturing on and after August 15, 202\_, in whole or in part, before their respective scheduled maturity dates, on \_\_\_\_\_ 15, 202\_, or on any date thereafter (such redemption dates to be fixed by the City), at a price equal to the principal amount of the Certificates to be called for redemption plus accrued interest to the date fixed for redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

###### Section 4.03. [RESERVED FOR TERM BOND REQUIREMENTS/BASED ON PRICING]]

###### Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

#### Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first-class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

#### Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

#### Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

#### Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

### ARTICLE V

#### PAYING AGENT/REGISTRAR

##### Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints \_\_\_\_\_, \_\_\_\_\_, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first-class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-\_\_\_\_\_

\$\_\_\_\_\_

United States of America  
State of Texas  
CITY OF KYLE, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATE OF OBLIGATION  
SERIES 2020

Dated Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
April 1, 2020	_____	August 15, 20__	_____

Date of Delivery:

Registered Owner:

Principal Amount: DOLLARS

THE CITY OF KYLE, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2021. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first-class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for (1) the design and construction of a wastewater treatment plant and other sewer system infrastructure improvements, and (2) the payment of professional services and costs of issuance related thereto.



THE CERTIFICATES maturing on and after August 15, 202\_\_ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on \_\_\_\_\_ 15, 202\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon thirty (30) days prior written notice being sent by United States mail, first-class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

[RESERVED FOR TERM BOND REQUIREMENTS/BASED ON PRICING]

IF THIS CERTIFICATE (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited pledge, not to exceed \$1,000, of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may

be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

---

Mayor  
City of Kyle, Texas

\_\_\_\_\_  
City Secretary  
City of Kyle, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER      §  
OF PUBLIC ACCOUNTS               §               REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS           §

I hereby certify that there is on file and of record in my office an Opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

\_\_\_\_\_  
\_\_\_\_\_, Texas  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code, of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number)  
the within Certificate and all rights  
thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney,  
to register the transfer of the within Certificate on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be  
guaranteed by an eligible guarantor  
institution as defined by SEC Rule  
17Ad-15 (17 CFR 240-17Ad-15).

\_\_\_\_\_  
NOTICE: The signature above must  
correspond with the name of the Registered  
Owner as it appears upon the front of this  
Certificate in every particular, without  
alteration or enlargement or any change  
whatsoever.

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED  
No. T-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF KYLE, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATE OF OBLIGATION  
SERIES 2020

Dated Date: April 1 2020

Date of Delivery:

Registered Owner:

Principal Amount:

THE CITY OF KYLE, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

YEAR OF  
MATURITY

PRINCIPAL  
INSTALLMENTS

INTEREST  
RATE

(Information to be inserted from  
schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery shown above at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2021. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by \_\_\_\_\_ (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in \_\_\_\_\_, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first-class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Form of Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

#### Section 6.03. CUSIP Registration.

The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

#### Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, or may be attached to each Certificate.

## ARTICLE VII

### SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

#### Section 7.01. Approval of Documents.

The form and content of the Purchase Agreement relating to the Certificates is hereby approved.

#### Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$\_\_\_\_\_ (representing the par amount of the Certificates of \$\_\_\_\_\_, plus an original reoffering premium of \$\_\_\_\_\_, and less an Underwriters' discount of \$\_\_\_\_\_), pursuant to the terms and provisions of the Purchase Agreement of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Agreement on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of \_\_\_\_\_.

(b) Proceeds from the sale of the Certificates shall be applied as follows:

- (1) \$\_\_\_\_\_ to the Construction Fund consisting of \$\_\_\_\_\_.00 from the par amount of the Certificates and \$\_\_\_\_\_ from premium; and
- (2) \$\_\_\_\_\_ from premium to pay the costs of issuance, consisting of:  

\$\_\_\_\_\_ of general costs of issuance; and  
\$\_\_\_\_\_ of Underwriters' Discount.

#### Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are hereby authorized and directed to execute the same and

deliver appropriate numbers of executed copies thereof and of any closing certificates to the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Underwriters are hereby authorized to use and distribute the Official Statement in the reoffering, sale, and delivery of the Certificates to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

#### Section 7.04. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

### ARTICLE VIII

#### INVESTMENTS

##### Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

##### Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

#### Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

#### Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;
- (2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;



- (5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
  - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
  - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
  - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);
- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and
- (10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a “Rebate Fund” is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is authorized to be

established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

## ARTICLE X

### DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;

- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or
- (iii) the City declares bankruptcy.

#### Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

#### Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

### ARTICLE XI

Section 11.01. Discharge and Defeasance. If the City shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated

Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

## ARTICLE XII

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Electronic Municipal Market Access System established by the MSRB.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

#### Section 12.02. Annual Reports.

The City shall provide certain updated financial information and operating data annually to the MSRB through EMMA. The information to be updated includes financial information and operating data with respect to the City of the general type included in the Official Statement authorized by Section 7.03 of this Ordinance under Tables 1 through 4 and 6 through 9 of the Official Statement (the “Annual Financial Information”). The City shall additionally provide financial statements of the City (the “Financial Statements”) that will be (1) prepared in accordance with the accounting principles described in Appendix B thereto or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in Appendix B thereto and (2) audited, if the City commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The City shall update and provide the Annual Financial Information within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and

after 2020. The City may provide the Financial Statements earlier, including at the time it provides its Annual Financial Information, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

#### Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding clause (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

For the purposes of the preceding clause (15) of this Section 12.03 of the Ordinance, the term, "financial obligation" means a: (A) Debt obligation; (B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) Guarantee of paragraph (A) or (B). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12 of the Securities Exchange Act of 1934.

The City shall notify the MSRB, in a timely manner, of any failure by the City to

provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an “obligated person.”

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the

Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

### ARTICLE XIII

#### MISCELLANEOUS

##### Section 13.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

##### Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the



principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.04. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.05. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED this 2nd day of June 2020.

---

Mayor  
City of Kyle, Texas

ATTEST:

---

City Secretary  
City of Kyle, Texas

[CITY SEAL]



# CITY OF KYLE, TEXAS

## Drainage Master Plan (DMP) Resolution & Ordinance Updates

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Approve a Resolution to Adopt the City of Kyle Drainage Master Plan (DMP) and *(First Reading)* of Ordinance Updates related to the DMP. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

**Other Information:** The City of Kyle DMP was completed in November 2018 by Halff Associates. The DMP prioritized the scope and order of drainage projects throughout the city and recommended ordinance updates.

**Legal Notes:** N/A

**Budget Information:** N/A

---

### ATTACHMENTS:

#### **Description**

- ☐ Resolution of Adoption DMP
- ☐ COK DMP Part 1
- ☐ COK DMP Part 2
- ☐ COK DMP Part 3
- ☐ Ordinance\_Amend Code Chapters 17, 32 & 50

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ADOPTING THE CITY OF KYLE DRAINAGE MASTER PLAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City of Kyle, Texas finds it in the best interest of the health, safety and welfare of its citizens to adopt the Drainage Master Plan to assist the City in planning for future growth and development, including funding for mitigation projects; and,

**WHEREAS**, there has been a steady increase in the amount of land area in Kyle covered by impervious surfaces, and a steady decrease in the amount of pervious land area capable of absorbing rainfall; and

**WHEREAS**, the City Council desires to adopt the City of Kyle Drainage Master Plan completed by Halff Associates for the City of Kyle in November 2018; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS** that the City of Kyle Drainage Master Plan is hereby adopted by the City Council of the City of Kyle and resolves to utilize the actions in the plan.

**SECTION 1.** A copy of the plan is attached to this resolution as Exhibit A.

**SECTION 2.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**APPROVED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF KYLE, TEXAS

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

ATTEST:

\_\_\_\_\_  
Jennifer Vetrano, City Secretary

# Exhibit A

## City of Kyle Drainage Master Plan





# CITY OF KYLE, TEXAS

## DRAINAGE MASTER PLAN

Prepared by:



TBPE Firm No. 312

HALFF ASSOCIATES, INC.

9500 Amberglen Blvd., Bldg. F, Ste. 125

Austin, Texas 78729

November 2018



Item # 25



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- DRAINAGE CIP PROJECT OPINION OF PROBABLE CONSTRUCTION COSTS ESTIMATES

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## LIST OF ACRONYMS AND ABBREVIATIONS

ACE	Annual Chance of Exceedance
ac-ft	acre-feet
cfs	cubic feet per second
CIP	Capital Improvement Project
City	City of Kyle
CMP	Corrugated Metal Pipe
CN	Curve Number
DMP	Drainage Master Plan
DEM	Digital Elevation Model
DTM	Digital Terrain Model
FEMA	Federal Emergency Management Agency
FIS	Flood Insurance Study
FIRM	Flood Insurance Rate Map published by FEMA
ft	feet/foot
GIS	Geographic Information System
GPS	Global Positioning System
H&H	Hydrologic and Hydraulics
HEC	Hydrologic Engineering Center (U.S. Army Corps of Engineers)
HMS	Hydrologic Modeling System
IC	Impervious Cover
LiDAR	Light Detection and Ranging
LOMR	Letter of Map Revision
MS4	Municipal Separate Storm Sewer System
NAD	North American Datum
NAVD	North American Vertical Datum
NRCS	Natural Resources Conservation Service
PCCD	Plum Creek Conservation District
RAS	River Analysis System
RCB	Reinforced Concrete Box
RCP	Reinforced Concrete Pipe
RS/XS	HEC-RAS River Station
SCS	Soil Conservation Service (now Natural Resources Conservation Service)
SIR	Scientific Investigations Report
sq. mi.	square mile
SSURGO	Soil Survey Geographic
TCEQ	Texas Commission on Environmental Quality
TNRIS	Texas Natural Resource Information Service
TR	Technical Reference
TxDOT	Texas Department of Transportation
USACE	U.S. Army Corps of Engineers
USGS	U.S. Geological Survey
WSEL	Water Surface Elevation



## 1.0 INTRODUCTION

Over the last couple decades, the City of Kyle (City) has experienced significant growth and development. A recent annexation of over 10 square miles of land increased the total area within the City limits to approximately 30 square miles, equating to a 50% increase. The City has an estimated population of 45,000 and has been one of the fastest growing cities in the state. The rapid growth is largely attributed to its proximity to Austin and location along the Interstate Highway 35 corridor. The City is expected to continue to grow, both in population and economic vitality. This has resulted in a significant increase in the amount of drainage infrastructure the City is responsible for maintaining. The City experienced significant flooding as a result of the Halloween storm events in both 2013 and 2015. The 2015 Halloween flood was estimated to be over a 500-year storm event. There were a number of structures flooded throughout the City resulting in varying degrees of damage which included major roadways and other infrastructure.

With urbanization comes an increased risk of flooding from streams as well as other sources, which can present hazards to the public and impede growth. In an effort to more effectively plan drainage improvements and consider regulatory measures aimed at minimizing adverse impacts, the City is taking a proactive approach. As such, the City selected Halff Associates to prepare a Drainage Master Plan (DMP) that will extend to the City Limits and the Extra-Territorial Jurisdiction (ETJ) (See Exhibit I, in Appendix A). The services and products resulting from the study shall be referred to as the City of Kyle Drainage Master Plan.



Streams included the most recent hydrologic and hydraulics studies for Plum Creek and its tributaries, Bunton Branch and its tributaries, Richmond Branch, Upper Blanco River and associated tributaries, Porter Creek, Andrews Branch, Brushy Creek and associated tributaries, and Mustang Branch and tributaries. The study lies within four (4) Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) panels within Hays County. Map Panels include 48209C0270F, 48209C0290F, 48209C0385F, and 48209C0405F all effective as of September 2005. Local flooding areas were identified by City staff.





The purpose and goal of the DMP is to conduct a comprehensive evaluation of the existing drainage conditions throughout the City to develop an accurate and current understanding of the drainage infrastructure based on data provided by the City. This assessment will include a comprehensive inventory of existing data, most recent hydrologic and hydraulics watershed model simulation, flooding problem area identification, and flood mitigation solutions. A drainage Capital Improvement Plan (CIP),

including costs, will be developed to address flooding issues.

During the development of this Drainage Master Plan, the National Weather Service released new preliminary rainfall for the State of Texas titled NOAA Atlas 14 that impacted design rainfall depths due to the addition of approximately 20 years of rainfall data. The reader should be aware the conceptual drainage CIP projects are based on the current USGS 1998 rainfall data per the current drainage criteria. Further discussion regarding NOAA Atlas 14 and recommendations on adopting the new rainfall data is located in Section 5.1. The following sections describes the procedure used in the development of the drainage CIP projects.

## 2.0 DATA COLLECTION AND FIELD INVESTIGATIONS

Several types of existing data were obtained to provide an understanding of Kyle's existing drainage problems to achieve the project's primary objective of identifying and developing a prioritized list of drainage CIP projects. Table 2-1 lists the data collected along with their respective sources.

Table 2-1: Data Collected and Sources		
Data	Source	Notes
Field Reconnaissance	Halff	November 2017
Soils	NRCS	SSURGO data
Landuse	City of Kyle	2017
Contours	TNRIS/Hays Co.	2008
Terrain (DEM)	TNRIS/Hays Co.	2008
GBRA Interim Feasibility Study Phase 2	GBRA	May 2015
GBRA Interim Feasibility Study Phase 3	GBRA	January 2015
City of Kyle Drainage Design Manual	City of Kyle	Revised February 2015
Burleson Street Flood Study	Freese and Nichols	July 2015
Stagecoach Preliminary Engineering Report	Carlson, Brigance& Doering, Inc	June 2017
Stagecoach Subdivision Phase I and IA	Carlson, Brigance& Doering, Inc	Plan set dated November 2017
N. Burleson Street Improvements	Freese and Nichols, Inc.	Plan set dated April 2016
Lehman Road Bridge Layout	HDR, Inc.	Plan set dated November 2017
Jack C Hays Trail Drainage and Safety Improvements	Civile	January 2017
Hydrologic Analysis and Floodplain Delineation: Plum Creek Subdivision sections 3, 5 & 6	Don Wolford, P.E.	May 2006
Driskell Tract Preliminary Plan Application	Miller Gray	August 2017
Goforth Road Plan Set	LAN, Inc.	December 2015
Hometown Kyle Phase I and 3	LAN, Inc.	April 2003 and June 2006
SteepleChase Subdivision Design Plans Phases I to 3	Ulmann Engineering, Inc	May 1996 to March 1998
Silverado At Plum Creek	Nathan D. Smith, P.E.	July 2001
St Anthony's Church New Sanctuary	Spencer Godfrey Architects	January 2003
FEMA LOMAs	FEMA	Effective dates vary June 2006 to October 2016



## 2.1 Data Collection

Halff collected and catalogued all relevant GIS data including, but not limited to, storm drain network, terrain (LiDAR) Data, land use/zoning, FEMA floodplain data, planimetrics, political boundaries, development and subdivisions, detention pond locations, available utility information, and parcel information. All GIS data gathered was organized in Geodatabase format for use during the DMP process and will be provided to the City.

Halff collected and reviewed the current City Master Plans including:

- Comprehensive Plan
- Transportation Master Plan
- Parks and Recreation Master Plan
- Stormwater Management Plan (MS4 Phase 2)

Halff reviewed the following preliminary list of identified flooding problems provided by City staff.

- Steeplechase along Plum Creek
- Jose Addition at Burleson Road
- Park Place/Hitching Post
- Lake Kyle (built for sediment retention)
- Records of drainage complaints received by City staff.



Halff utilized the GBRA Interim Feasibility Study products as support for this project. Hydrologic and hydraulics models were reviewed and updated to support the analysis for the low water crossings and channel solutions.

## 2.2 Field Data Collection

Halff conducted site visits of identified flood problem areas where access is available from public right-of-way (ROW) and of selected road crossings, storm drain outfalls, regional detention ponds, and sections of identified streams. During the site visits, Halff geo-located features, photographed the feature, and recorded notes regarding the dimensions, conditions, etc. This data was obtained utilizing the Halff GIS iOS app, which is connected to a Halff server in real time through a cellular or Wi-Fi network. Once the field verification process was complete, the GIS data developed was evaluated for completeness and correctness and then finalized.

### 3.0 DRAINAGE PROBLEM IDENTIFICATION

Halff compiled a list of drainage problem area “hot spots” identified in other studies based on the data collected in the previous task and City staff input. Remaining flood and drainage issues were identified using the best available existing information, drainage complaints, and City knowledge of flooding problems. A field reconnaissance was conducted to evaluate drainage problem areas. The naming conventions used for drainage problem identification were based on the watershed that the problem exists. Table 3-1 lists the stream watershed names within the City limits and the lettered stream code used in this DMP. Exhibit I, in Appendix A, shows the streams in relation to the City limits along with the regional retarding structures built by the NRCS which are operated and maintained by the Plum Creek Conservation District. (PCCD). The following section describe the type of flooding identified with the City.

Table 3-1: City of Kyle Watersheds and ID Codes	
Stream Name	Watershed ID Code
Blanco River	BR
Plum Creek	PLU
Porter Creek	POR
Bunton Branch	BUN
Richmond Branch	RIC
Plum Creek Tributary 1	PCT1
Plum Creek Tributary 4	PCT4
Andrews Branch Tributary	ABT
Clear Fork Tributary	CFP
Bunton Creek Tributary 1	BCT1
Plum Stream Tributary	PST

#### 3.1 Field Data Collection

Stream flooding involved identifying riverine flooding issues, typically based on FEMA floodplains shown on the FIRM's. Riverine flooding was identified through overlaying the floodplains onto the Hays County appraisal district data and aerial photographs, then identifying structures located within the 100-year (1% Annual Chance of Exceedance) floodplain limits. While there are a significant number of floodplains through the City of Kyle, there are not a large number of structures flooded in the 100-year storm event. The areas that were identified with stream flooding were typically more rural and in areas that had more natural stream channels rather than constructed channels designed for flood reduction.

The areas that were identified with stream flooding were typically more rural and in areas that had more natural stream channels rather than constructed channels designed for flood reduction.





### 3.2 Low Water Crossings

Low water crossings are common throughout the City. These crossings were built to provide conveyance under the roadway in more frequent storm events but were not designed to convey larger storms. At a minimum, this can result in mobility problems and can create potentially dangerous conditions if emergency vehicles cannot access particular areas of the City.



Another potential problem arises when residents drive through flooded low water crossings, not recognizing the hazard created by significant depth and velocity of water overtopping the roadway. Low water crossings were initially identified from mapping the intersections of the FEMA floodplains and City of Kyle roadway. Stream hydraulics models at these locations were reviewed, where available, to identify the flood elevation and depth over the roadway. At locations where hydraulics models were not available, the available floodplain mapping was used to identify the approximate flood elevation and therefore, flood depth. For the modeled locations, the storm frequencies (2-, 10-, 50-, and 100-year storm events) of modeled depths were recorded as shown in Table 3-2 in Appendix B.

This comprehensive list was reduced to those low water crossings that were inundated by the 2- (50% ACE), 5- (20% ACE), and 10-year (10% ACE) storm events. These locations were mapped and a mobility evaluation was performed to confirm access for all subdivisions during these storms. The mobility evaluation identified those culverts that required upgrading to allow for at least one point of access to all neighborhoods in the City. These identified culverts were included in the DMP analysis. A final check for the 25-year (4% ACE) and larger event was performed to evaluate access during these larger storms. The revised list of low water crossings was reviewed by the City of Kyle and several low water crossings were added based on comments from staff. The final list of low water roadway crossings is included in Table 3-2 in Appendix B. Refer to the Drainage Project Ranking Criteria matrix in Appendix C and Exhibit 2 in Appendix A for location of low water crossings on the final list.

### 3.3 Localized Drainage Issues

Localized drainage issues include, but are not limited to, street flooding, roadside ditch flooding and subdivision and lot flooding. Localized drainage issues were identified by City staff and listed in the original scope of work including: Steeplechase along Plum Creek; Jose Addition at Burleson Road; Park Place/ Hitching Post; Quail Ridge neighborhood, and Lake Kyle. Several meetings with the City staff resulted in additions to the list of identified local



drainage issues. The summary of localized drainage issues can be found in Table 3-3 in Appendix B. Refer to the Drainage Project Ranking Criteria matrix in Appendix C and Exhibit 2 in Appendix A for locations of localized drainage issues.

### 3.4 Channel Erosion Issues

Erosion issues were noted in areas where stream or ditch flood flows have eroded the channel bed or banks threatening roads, structures or utility infrastructure. Potential problem areas where it is obvious that continuing erosion will threaten roads, structures or utility infrastructure are also noted. Erosion issues were identified during the field reconnaissance phase and from City staff input. Refer to the Drainage Project Ranking Criteria matrix in Appendix C and Exhibit 2 in Appendix A for locations of erosion issues.





## 4.0 DRAINAGE SOLUTIONS

Halff conducted a hydrologic and hydraulics analysis of the identified drainage problem areas using available collected data and updated field survey. The existing GBRA feasibility models were utilized for this analysis since they are considered to be the best available data. Updates of these models included modification of development levels, updated terrain information, and structure information, as necessary. Any new modeling was consistent with previous modeling and based on available data including State Soil Geographic (STATSGO) or Soil Survey Geographic (SSURGO) soil information, land use, and other available City data. Depending on the particular drainage issue, determining drainage solutions for each location may have included culvert analysis using Culvert Master or HEC-RAS hydraulics model if available. Flow rates for design were typically determined using the rational method for areas less than 200 acres and HEC-HMS hydrologic model for larger areas as necessary.

### 4.1 Flood Mitigation Solutions

Flood mitigation solutions considered included the following structural and non-structural measures independently and in combination:

- **Structural Alternatives:**

- Storm drain system improvements
- Road crossing improvements
- Channel improvements
- Detention and Retention Ponds

- **Non-Structural Alternatives:**

- Identify flood areas and depths
- Require new buildings to be elevated
- Buy-out of buildings most prone to flooding
- Modifications to current drainage maintenance criteria, policies, or standards

#### 4.1.1 Low Water Crossings

Low water crossings solutions involved upsizing culverts and raising roadways to reduce the frequency of flooding. Using available HEC-RAS analysis or Culvert Master, upsized culverts were added, and the roadway above the culverts raised, if necessary. Culvert sizes were selected to pass the 25-year design frequency. The 100-year design frequency



was also evaluated and if the cost differential was less than 10% increase, then the 100-year design was recommended. The roadway was raised and extended out, as necessary, to tie into the existing road, avoiding conflicts with side streets and driveways.

#### 4.1.2 Local Drainage Issues

Localized drainage issues had the most variety in solutions. The mitigation could include driveway culvert and roadside ditch improvements such as the solution proposed for the Hitching Post flood problem area. Alternatively, some solutions included proposed storm drain systems along the roadway as in the case of the Center Street flood problem area. Common solutions to address local drainage issues included: improved ditches; upgrading culverts; and storm drain pipe systems.

#### 4.1.3 Regional Detention Analysis

A regional detention evaluation was conducted to determine if such facilities could be implemented within the city that would be effective for flood risk reduction. The available open spaces in the City limits were evaluated to identify locations with sufficient space to implement proposed regional detention ponds. These locations were reviewed with City Staff to determine suitability.

Several parks were examined, such as Steeplechase Park, to evaluate if fully excavating the area within the ROW would provide significant reduction of peak flow. Generally, the results showed that while peak flood flows could be reduced, the reduction was small and had limited benefits for structures downstream. A second exercise was to determine if existing NRCS dam reservoirs within the Plum Creek Conservation District (PCCD) could be upgraded to provide sufficient detention to reduce peak flows. The configuration for PCCD Dam Site #1 on Plum Creek was evaluated to determine if additional storage could be added to the reservoir pool. The results show potential excavation added 31 acre-feet of storage but due to the relatively low elevation of the auxiliary spillway, there were little or no peak flood flow reduction benefits downstream along Plum Creek.

***These evaluations and modeling exercises determined that regional detention storage was not a feasible option for reducing existing flood damage as part of the Drainage Master Plan. It is more effective, from the City's standpoint, to manage flood risk by safely conveying stormwater runoff via existing stream and***



*drainage channel improvements and by controlling development adjacent to floodplains. Additionally, coordination with the PCCD and the effects of development adjacent and downstream of the existing five NRCS dams within the City limits is highly recommended.*

## 4.2 Ranking Criteria Matrix for Drainage Projects

In order to determine the prioritization of the proposed improvements, a criteria ranking and categorization system was developed. A matrix was developed which provided a structured method of scoring, ranking and prioritizing proposed drainage CIP Projects. The scoring matrix includes a list of five major categories that define the critical aspects of a potential drainage improvement project. Under these major category headers are 17 total subcategories to better evaluate priority. These drainage project ranking categories and subcategories include:

- **Public Safety**
  - Road Flooding and Mobility
  - Emergency Access
  - Number of Homes in 100-year Floodplain
  - Level of Drainage Service
  - Mitigation Required for Downstream Impact
- **Economic**
  - Project Cost
  - Funding Sources
  - Economic Impact on New Development
  - Economic Impact on Existing Business
- **Environment**
  - Water Quality
  - Impact to Environmental Features
- **Project Timing**
  - Ease of Permitting
  - Time of Construction
  - Dependency on Other Projects
  - Land and Easement Acquisition
- **Social**
  - Element of Comprehensive Plan
  - Impact on Neighborhoods

Each of these sub categories were assigned a weight based on discussion with City staff that determines the influence of each category on the overall project score. Categories such as Public Safety and Economic were assigned higher weights than the other categories since they are most critical aspects of a drainage issue during discussions with City staff. Each category is to be assigned a raw rank based upon the guidance of the Project Scoring Sheet provided by the City. The score for each category was then



multiplied by the category weight. All 17 category scores were then summed to create a total project score (maximum possible of 100 points). The project score determined the ranking of the project and its prioritization to assist City staff in planning a drainage CIP program. The drainage project matrix scoring sheets are provided in Appendix C.

#### **4.2.1 Opinion of Probable Construction Cost Estimates**

Opinions of project cost estimates were prepared for each drainage project developed and used in the ranking process. TxDOT average unit costs provided the basis for estimating unit cost estimates and an additional percentage for engineering design and permitting was included in each estimate. These estimates do not include land acquisition costs which will need to be determined before the project moves into the next phases of preliminary and final design. A contingency of 30% was also added to the final estimate for uncertainties in the project development such as unknown utility conflicts. For buyout options, the Hays County appraisal district values were used and multiplied by a factor of 3. The cost estimates prepared typically included both the 25-year design and the 100-year design to compare the cost of upgrading the capacity of the drainage project solution. The probable cost estimates shown in the project summary sheets is typically the 25-year unless the upgrade to the 100-year is small or required for mobility or design requirements. The probable cost estimate level is defined in the notes section of each project summary sheet.

### **4.3 Prioritization of Drainage CIP Projects**

City staff reviewed the project classifications and confirmed objectives and assumptions for the CIP prioritization. The conceptual drainage projects were prioritized based on the criteria scoring with the highest scoring drainage project having the highest priority, etc. A summary sheet for each project was created that includes a description of the project, recommended solution(s), cost estimate opinion and ranking values. These project sheets can be found in Appendix D.

#### **4.3.1 City Maintenance Drainage Projects**

The City provided direction to identify projects they prefer city crews to perform. These projects are grouped, rated, and provided with a cost estimate opinion. The cost estimate opinions do not reflect the potential benefit of lower project costs as a result of using City crews to complete the construction but is intended to provide a consistent cost comparison between projects. The projects identified are shown in Table 4-1.



Table 4.1: City Maintenance Drainage Project List				
Ranking	Project ID	Project Name	Ranking Value	Estimated Project Cost
1	RIC-02	Kelly Smith Ln	75.7	\$368,400
2	PST-01	Live Oak St Drainage	73.3	\$96,700
3	BR-02	Roland Ln LWC (W)	72.7	\$852,800
4	CFP-01	Quail Ridge Area	71.7	\$675,000
5	PCT4-05	Scott St LWC	69.3	\$566,130
6	PCT4-04	S. Burleson St Drainage	67.3	\$77,955
7	PCT4-01	Hitching Post	65.3	\$257,523

### 4.3.2 Drainage CIP Projects

A Capital Improvements Program (CIP) has been developed for the identified drainage projects. The list prioritizes the projects based on the resulting score. Drainage projects are ranked on the resultant score from highest to lowest. The full list of CIP projects is provided in Table 4-2.

### 4.3.3 Potential Combinations of Drainage Projects

There are several areas where several identified projects are located close vicinity to each other. In these cases, it may prove beneficial to combine several projects into a single effort rather than completing them separately at different times. Discussion with the City of Kyle staff identified three locations where this would be advantageous. These locations and project combinations could include the following:

- Hitching Post (PCT4-01), Meyers St. Drainage (PCT4-03), and Sledge St LWC (PCT4-06)
- RR near DeLeon St (PST-02), Live Oak St Drainage (PST-01), and Jose Addition (PST-03)
- Windy Hill LWC (RIC-01) and Kelly Smith Ln (RIC-02)
- Sweet Gum Erosion 1 (PCT1-01) and Sweet Gum Erosion 2 (PCT-02)

The City should consider these projects together as the determination to fund particular drainage improvements are made.

Table 4.2: Prioritized Drainage CIP Project List

Ranking	Project ID	Project Name	Ranking Value	Estimated Project Cost
1	BCT1-01	BeBee Rd	82.0	\$326,322
2	RIC-01	Windy Hill LWC	78.7	\$595,600
3	ABT-01	Dacy Ln	77.0	\$326,428
4	CTR-01	Center Street	74.7	\$1,009,152
5	BR-01	Roland Rd LWC (E)	74.3	\$841,754
6	PLU-02	Steeplechase Park US Det	74.0	\$4,310,300
7	PLU-01	FM2770 nr Barton MS	73.7	\$973,881
8	BUN-01	Bunton Ln LWC (S)	72.7	\$617,908
9	BUN-03	Bunton Ln LWC (N)	72.7	\$824,716
10	PCT4-06	Sledge Dr LWC	72.0	\$566,128
11	BUN-02	Bunton Ln LWC (C)	71.0	\$902,110
12	FPM-02	FEMA LOMR	71.0	\$150,000
13	POR-01	Cotton Gin Rd Area	70.0	\$780,000
14	FPM-01	US Floodplains	69.3	\$90,000
15	BUN-04	Goforth Rd LWC	68.0	\$287,870
16	PCT4-03	Meyers St Drainage	65.7	\$75,630
17	PST-02	RR near Deleon St	64.3	\$527,000
18	PST-03	Jose Addition	64.0	\$78,663
19	AND-01	Dove Ln Homes	63.3	\$1,241,300
20	PLU-04	Isabel Ln Area	63.0	\$1,381,440
21	PCT1-01	Sweet Gum Erosion 1	59.3	\$60,353
22	PCT1-02	Sweet Gum Erosion 2	59.3	\$80,003

## 5.0 EVALUATION OF ORDINANCES AND DRAINAGE CRITERIA



This section expands on several key findings to provide guidance for future actions that will help improve stormwater management in Kyle. By necessity, stormwater management will always be an ongoing activity at the City and the recommendations made in this report will provide direction as the City continues to grow. The following sections summarize Halff's recommended changes, additions, and/or clarifications to the existing drainage criteria and/or

the City's Code of ordinances. The following sections address the evaluation of the following:

- Design Criteria Manual
- Stream buffers
- Detention pond criteria improvement
- Drainage checklist for development review process
- Specific design criteria modifications, as well as policy updates aimed at minimizing adverse impacts
- Opportunity to assist City staff in developing a policy and process
- New NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas

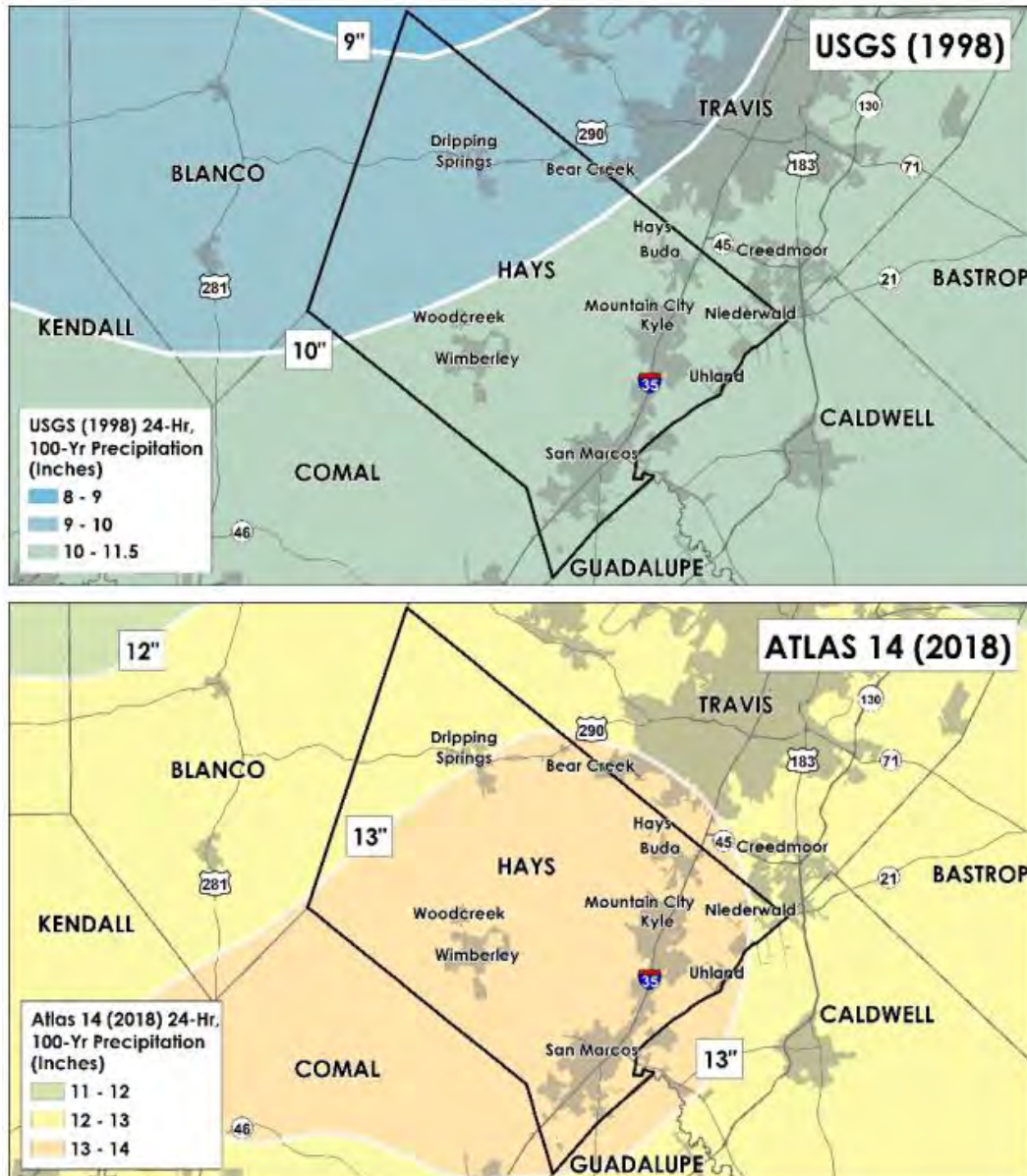
### 5.1 NOAA Atlas 14 Considerations

A new NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States, Texas was released September 27, 2018, during the preparation of this Drainage Master Plan report. The new rainfall data includes additional twenty years of rainfall data up to 2017 and indicates increases in the 100-year rainfall compared to the USGS Water Resources Investigations Report 98-4044 (USGS 1998) that is currently used in the recent GBRA watershed studies. In Kyle for example, on average the 100-year, 24-hour rainfall amounts increase from 10.4 inches to 13.2 inches, an increase of approximately 2.8 inches. Rainfall values previously classified as the 500-year, 24-hour storm event are



now considered closer to a 100-year storm event. The values previously classified as a 100-year, 24-hour storm event are now closer to a 50-year storm event.

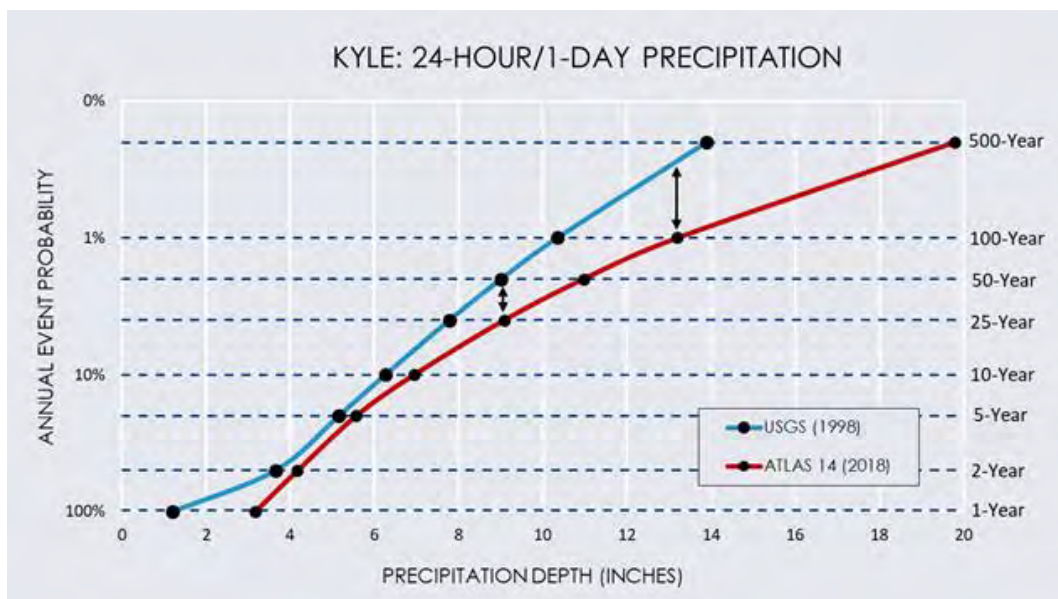
The figures and tables below show a comparison of the USGS 1998 to the NOAA Atlas 14 rainfall totals in Hays County. The maps below display the 100-yr, 24-hour rainfall depths for Hays County. The table and graph on the following page display the rainfall values between the USGS 1998 and NOAA Atlas 14 near Kyle.



The USGS 1998 values displayed in the table were derived from the GBRA Plum Creek watershed study. The Atlas 14 values include an average of three nearby gages including the Manchaca, San Marcos, and Wimberley I NW gages.



Frequency Event	Annual Chance Probability	Average 24-hour Precipitation Depths (inches)	
		USGS (1998)	ATLAS 14 (2018)
500-year	0.2%	13.9	19.8
100-year	1%	10.4	13.2
50-year	2%	9.0	11.0
25-year	4%	7.8	9.1
10-year	10%	6.3	6.9
5-year	20%	5.2	5.6
2-year	50%	3.7	4.2
1-year	100%	1.2	3.2



Halff considered the potential rainfall increase as part of the recommendations to the Code of Ordinances, Chapter 32 Site Development discussed in the following sections, but further considerations on how to adopt the NOAA Atlas 14 rainfall should be determined. In addition, Halff recommends adopting the NOAA Atlas 14 rainfall data into the City's Code of Ordinances as well as updating the GBRA studies to reflect the increase in flood risk and for advancement of the CIP projects.

## 5.2 Code of Ordinances Recommendations

The following recommendations are based on review of the current City Ordinances. The minimum finished floor elevations recommendations listed below are based on an evaluation of the difference in water surface elevation of the 100-year to the 500-year

floodplain elevations.

### **Chapter 32 – Site Development**

1. Define the 100-year floodplain using precipitation derived from the USGS Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas (SIR 2004-5041, Asquith) report.
2. Specify the 100-year floodplain extents shall be defined using the best available analysis.
3. Define the 100-year flood frequency to be determined assuming fully developed land use watershed conditions.
4. Establish required minimum finished floor elevations for all lots a minimum of two feet above the regulatory 100-year floodplain or above the 500-year, whichever is greater. Finished floor elevations requirement can be reconsidered when NOAA Atlas 14 rainfall data is adopted and flood elevations are established.
5. Require the final site plan to contain a statement by an engineer certifying the slab elevations are in compliance with the minimum finished floors elevations required.
6. Add verbiage that final site plan shall contain a note that no fences, structures, storage or fill allowed within the limits of the 100-year floodplain.

### **Chapter 41 – Subdivisions**

1. Require all development establishing impervious cover or otherwise modifying an existing site to limit peak rate of runoff for storm events up to the 100-year frequency storm to the pre-development rate.
2. Proposed site drainage plans shall ensure that downstream storm drain systems have adequate capacity and do not cause downstream impacts including flooding and erosion.
3. Require discharge from storm drain systems and/or detention ponds shall not cause downstream erosion and the applicant must show acceptable non-erosive conveyance.
4. Require grading plans shall be designed to ensure all lots adequately drain upon completion of the subdivision improvements.

## **5.3 Drainage Criteria Manual Recommendations**

The City is currently in the process of developing an Engineering Design Manual. Halff has reviewed the draft criteria and provides recommendations for improvements and/or



updates summarized below. Hays County is also in the process of updating its Drainage Criteria Manual and is anticipating finalizing the manual by early 2019. Halff recommends that the City reviews the final Hays County Drainage Criteria Manual and consider adopting that manual. The following lists the recommended drainage criteria revisions.

1. Clarify fully developed floodplains drainage area for more than 50 acres must be defined by the engineer and drainage easement or right of way shall be dedicated to the public.
2. Clarify peak runoff rates shall not be increased at any point downstream for the 2- (50% ACE), 10- (10% ACE), 25- (4% ACE), and 100-year (1% ACE) flood frequency event.
3. Update design rainfall totals from TP-40/Hydro-35 to USGS Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas (SIR 2004-5041, Asquith) report. Once NOAA Atlas 14 rainfall data is released, consider adopting.
4. Riverine hydrologic methods and procedures used for watershed analysis should be similar to the studies recently conducted as part of the GBRA Interim Feasibility Study – Phase 2.
  - a. Specify unit hydrograph methodology as Snyder's Unit Hydrograph with lag times determined using the Snyder lag time and peaking coefficient.
  - b. Specify loss methodology as Block and Uniform loss rate method using percent sand parameter.
5. Document standard procedures for hydrograph routing that specify the use of Modified Puls routing where hydraulics models are available.
6. Site development drainage to continue using Rational Method to determine peak flows for drainage areas less than 200 acres and NRCS methodology in determining Time of Concentrations.
7. Require fully developed 100-year peak discharges for new developments and revise City Ordinances, subdivisions regulations, and Engineering Design Manual accordingly.
8. Require discharge from storm drain systems and/or detention ponds shall not cause downstream erosion and the applicant must show acceptable downstream non-erosive conveyance.
9. Require grading plan shall be designed to ensure all lots adequately drain upon completion of the subdivision improvements.

## 5.4 Detention Pond and Drainage Channel Maintenance Recommendations

The City of Kyle currently has 41 on-site detention ponds, not including the PCCD NRCS dams, identified within its limits to include those located on Home Owner Association (HOA) common areas, private, and public property. Twenty-five (25) of the 41 detention ponds are on HOA property. It is unclear what condition the detention ponds are currently in and if they are functioning as designed. Therefore, taking on maintenance of these facilities could add cost to bring the detention ponds into working order. If the detention ponds are designed for the 25-year frequency storm or less, the City may need to retrofit the pond to detain for the 100-year frequency storm at an added cost to the City.



Additionally, the City is currently maintaining drainage channels within existing drainage easements as part of the City's normal operations. Continued maintenance of drainage channels located in dedicated drainage easements allows runoff to efficiently flow unobstructed to the larger drainage creeks and those that have appropriate maintenance access. The City's Storm Drainage and Flood Risk Mitigation Utility fee currently does not cover maintenance and operation costs

for existing and future HOA detention ponds and include the large number of capital projects identified in this report. Over time the use of these monies may transition from infrastructure to maintenance.

Based on discussion with City staff, two four-man crews with a crew leader and new equipment will be needed to maintain detention ponds, assuming the ponds are in good working order, at an annual estimated cost of \$468,000 plus upfront costs to purchase equipment estimated at \$1 million, not including annual equipment maintenance costs. Additionally, some existing detention ponds do not have adequate access and will need modifications. If detention ponds are maintained by the City, the Storm Drainage and Flood Risk Mitigation Utility rate will likely need to increase for new crews, equipment and to provide adequate access at ponds that lack access. A less expensive solution would be to assign appropriate staff to inspect detention ponds for compliance of maintenance and possibly use existing City Ordinances and appropriate safety precautions to allow Kyle staff to issue potential violations for unmaintained or malfunctioning detention ponds upon inspection. Based on the potential cost, data obtained and our understanding of discussions with City staff,

Halff developed three recommendations on maintaining detention ponds and drainage channels for City staff to consider.

### **Option 1:**

#### **Detention Ponds:**

1. Require property owners maintain detention ponds as originally designed.
2. Establish Subdivision Ordinances to allow City staff to inspect detention ponds for compliance of maintenance.
3. Consider maintenance agreement with in-line detention pond property owners where ponds are large enough to double as a park for recreational facilities.
4. Notify property owners with detention ponds that City staff will begin inspecting detention ponds for proper maintenance. Consider 6-12 months to allow property owners to properly maintain detention ponds prior to beginning annual inspections.
5. Conduct annual inspections and provide notices to property owners that require pond maintenance they may incur potential violation fees for non-compliance.
6. Potentially no increase the Storm Drainage and Flood Risk Mitigation Utility Fee.

#### **Drainage Channels:**

1. Require developments that have public drainage channels to convey the 100-year storm event within a defined public rights-of-way (ROW) or drainage easement.
2. Notify private property owners that public drainage channels require maintenance by property owners and will be enforced by the City.
3. Continue maintaining HOA drainage channels located in dedicated drainage easements or ROW that have appropriate maintenance access.
4. HOA public drainage channels must provide proper access roads and ramps for maintenance equipment.
5. Drainage channels located within private property and not within a drainage easement shall be maintained by the property owner.
6. Identify HOA public drainage channels that are not within a public ROW or drainage easement and notify property owners that City will maintain drainage channels once channels have been maintained to the City's approval and the drainage channel is dedicated as a drainage easement by all property owners.

### **Option 2:**

#### **Detention Ponds:**

1. City to take over maintenance of HOA detention ponds with the following

conditions:

- a. Detention pond must be certified by an engineer ensuring its operating as designed.
  - b. Maintenance access must be adequate and meet drainage criteria requirements.
  - c. Detention pond and maintenance access area to be dedicated as drainage easement to the City.
2. Detention ponds to be mowed at least twice a year for maintenance only. Any maintenance for aesthetics would be conducted by the HOA.
  3. Recommend detention pond inspections as outlined in Option 1 above for detention ponds not within HOA's.
  4. Storm Drainage and Flood Risk Mitigation Utility Fee will need to be re-evaluated with the potential of increasing the rate to cover additional crews and equipment for detention maintenance and completing drainage CIP project identified in this report.

#### **Drainage Channels:**

1. Recommendations as outlined in Option 1 above.

#### **Option 3:**

##### **Detention Ponds:**

1. Recommendations as outlined in Option 2 above except for item 4.
2. Storm Drainage and Flood Risk Mitigation Utility Fee to remain at its current rate with the understanding that drainage CIP projects identified in this report will be completed as budget allows.

#### **Drainage Channels:**

- a. Recommendations as outlined in Option 1 above.

## **5.5 Stream Buffers/Setbacks**

Stream buffers or setbacks are vegetated areas near a stream or creek, usually wooded, that can provide shade and partially protect the stream from the impact of adjacent land uses. Stream buffers play a key role in enhancing water quality in streams and providing environmental benefits such as:

- Reduces stormwater runoff velocities





- Filters and increase infiltration of runoff
- Intercepting sediments and nutrients
- Intercepting pesticides
- Enhances bank stabilization from erosion and scour
- Provide habitat by shading and cooling water
- Increases land value for people who purchase land for recreational use

Plum Creek (TCEQ Seg. 1810) is listed on the Draft 2016 Texas Integrated Report – Water Bodies with Concerns for Use Attainment and Screening Levels developed by TCEQ. The pollutants near non-attainment for the Plum Creek segment is listed in the following table with the associated level of concern:

Table 5-1: Plum Creek 2016 Pollutants Concerns Listed by TCEQ	
Pollutant	Level of Concern
Depressed Dissolved Oxygen	CN - Concern for near-nonattainment of the TSWQS based on numeric criteria
Nitrate	CS - Concern for water quality based on screening levels
Total Phosphorus	CS - Concern for water quality based on screening levels

Stream buffers will help to enhance the water quality not only for Plum Creek pollutant level concerns, but all streams within the City of Kyle. Halff's recommendations are to:

1. Require new residential and commercial development to prohibit development within the following stream buffer/setback:
  - a. FEMA Zone AE Streams – 100 feet setback extending on either side of the stream centerline or 25 feet measured from the floodway boundary, whichever is greater
  - b. FEMA Zone A and Non-FEMA Stream – 100 feet setback extending on either side of the stream centerline up to contributing drainage areas of 50 acres or larger
2. For commercial sites, consider incentivizing the use low impact development storm water techniques (i.e.; rain gardens, bio-retention, bio-swales, etc.) in-lieu of a stream buffer/setback.
3. Exceptions for specific activities could include a stream crossing for a driveway, transportation routes including but not limited to bike paths and pedestrian trails, utility lines, public water supply intake, property access, stream bank stabilization, stormwater outfalls, etc.

## 5.6 Drainage Checklist Development Recommendations

To make development review more efficient for both the City reviewer and the developer, the following drainage plan checklist for site development submittals is suggested.

### **Drainage plan submittals should include:**

1. Existing grades and topographic contours at intervals not exceeding two feet.
2. Proposed grades and topographic contours at intervals not exceeding two feet.
3. Karst features and any protected area required by U.S. Fish and Wildlife or TCEQ.
4. Existing roads.
5. Existing structures to be retained.
6. Existing drainage features including lakes, streams, and ponds.
7. Location and elevation of the base flood elevations and fully developed 100-year flood elevations.
8. Location and dimensions of existing and proposed stormwater detention structures or ponds.
9. Location and dimensions of existing and proposed water quality structures or ponds if located within the Edwards Aquifer Recharge Zone.
10. Indicate how concentrated flows from site will not create downstream erosion.
11. Indicate on site plan cover the existing and proposed impervious.
12. Location and size of all proposed stormwater lines or surface drainage structures.
13. Drainage calculations (for 2- (50% ACE), 10- (10% ACE), 25- (4% ACE), and 100-year (1% ACE) frequency storms) showing no impacts to adjacent properties.
14. Channel profiles.
15. Crossing elevation information for all public utility lines versus other utilities.
16. If development is adjacent to PCCD NRCS Dams storage pool, ensure structures are outside of dam inundation area.
17. Water quality within the Edward's Aquifer must be coordinated with TCEQ Edwards Aquifer Protection Program and determination letter submitted.
18. Maintenance and operation plan for any proposed water quality structures or ponds.
19. Separate report for drainage to include: reference maps, flow information, and an accompanying narrative by the engineer stating the development shall not cause

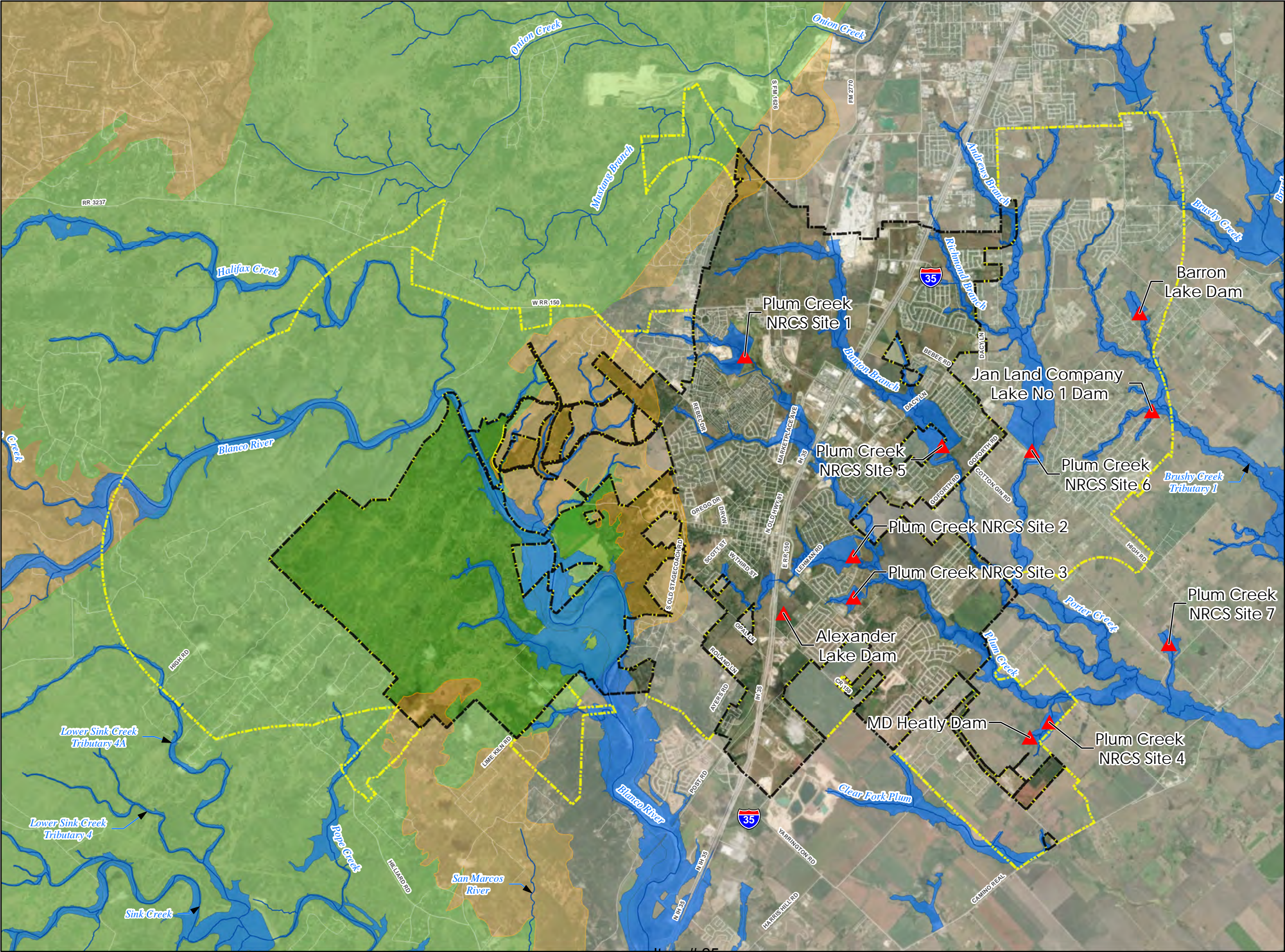


any adverse impact to downstream properties and explanation of method of analysis and determinations used to reach this conclusion. Report must evaluate existing capacity of downstream storm drain system or open channel and show no downstream system impacts.

# **Appendix A**

## **EXHIBITS**





City of Kyle  
Drainage Master Plan

Exhibit 1  
City of Kyle  
Overview

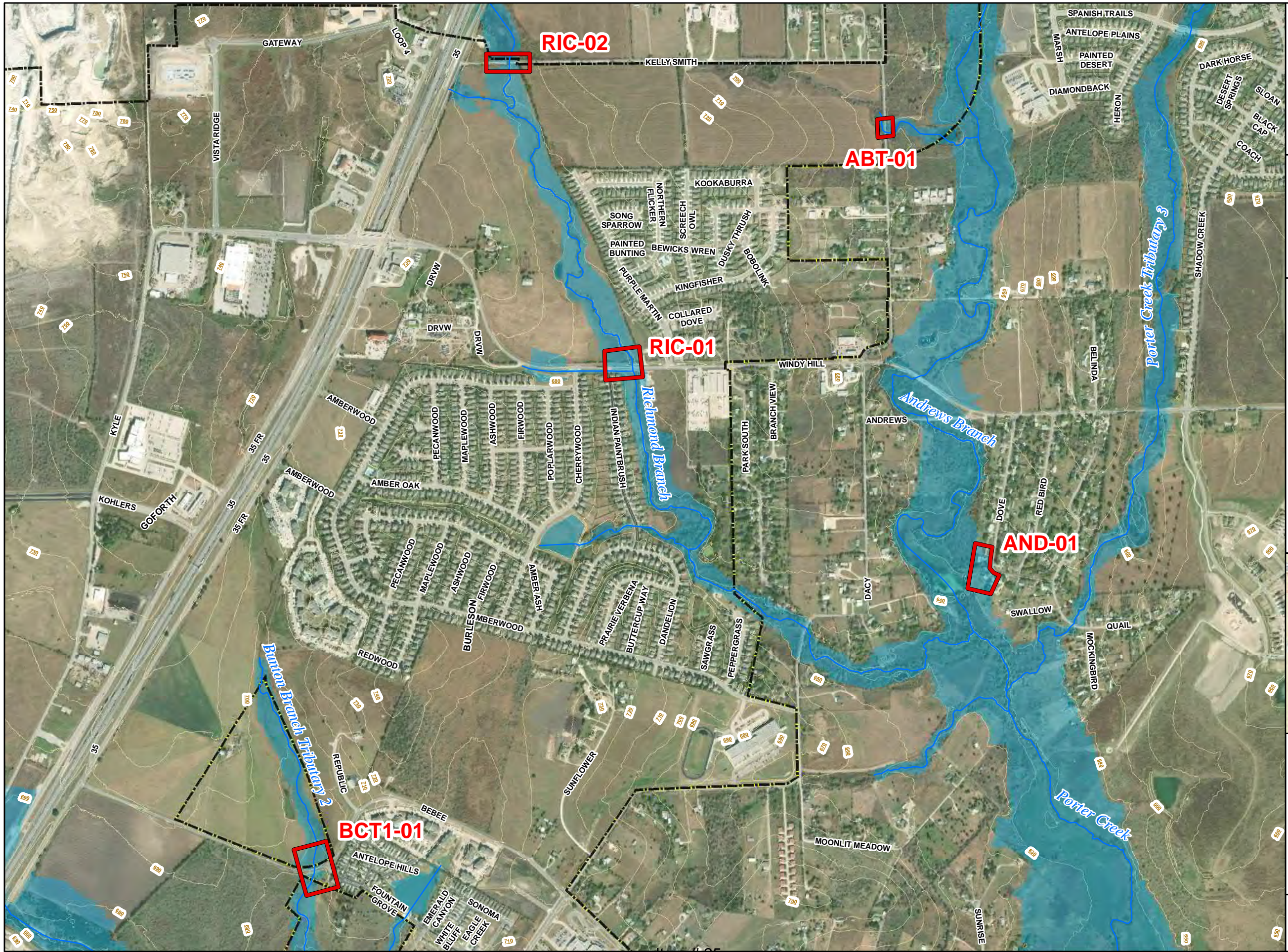
- Legend**
- ▲ SCS Dam
  - Stream Centerlines
  - ▬ City of Kyle
  - ▬ City of Kyle ETJ
  - GBRA Floodplains (Zone A/AE)
  - Edwards Aquifer Recharge Zone
  - Edwards Aquifer Contributing Zone



0 3,000 6,000  
Feet  
1 inch = 6,000 feet





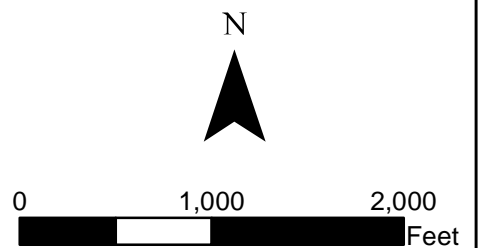
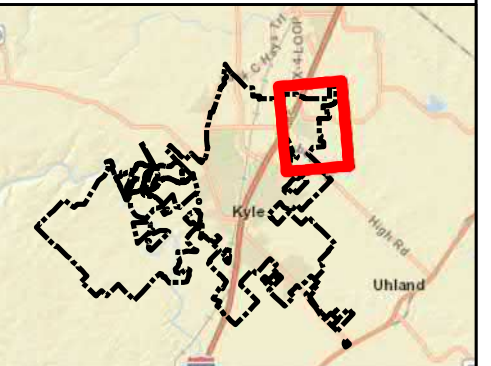


## City of Kyle Drainage Master Plan

### Exhibit 2 Drainage Capital Improvement Program Projects Sheet 1 of 6

#### Legend

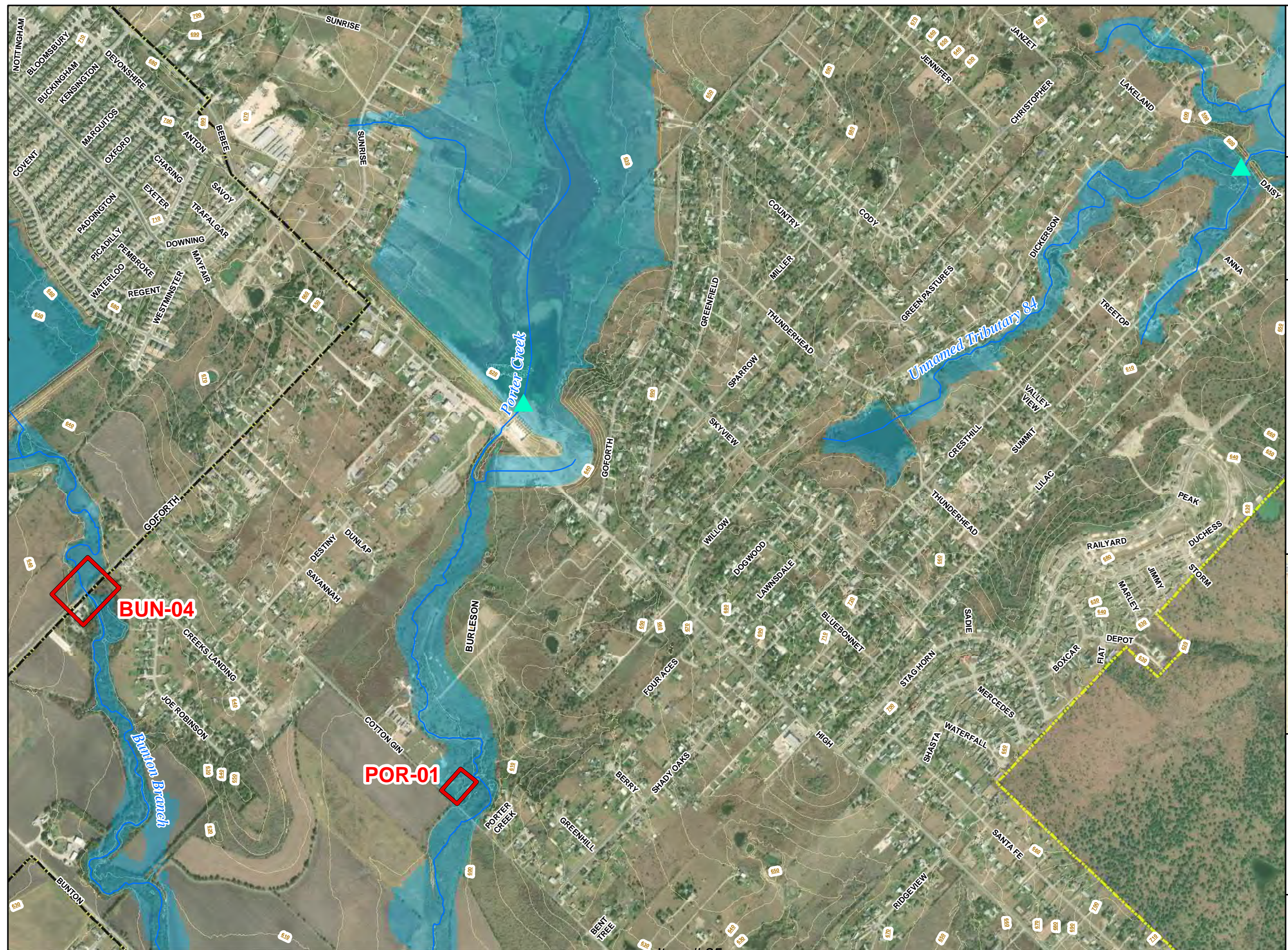
- SCS Dam
- Centerlines
- Contours 10ft
- Streets
- Flood Problem Areas
- City of Kyle
- City of Kyle ETJ
- GBRA Floodplains (Zone A/AE)



1 inch = 1,000 feet





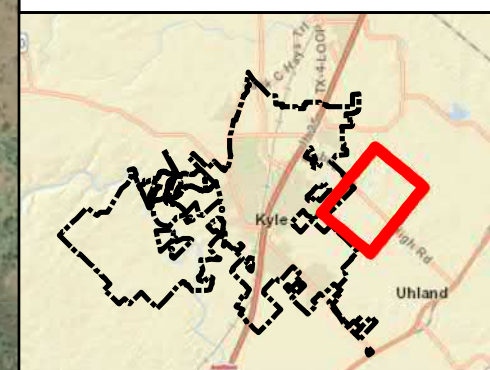


## City of Kyle Drainage Master Plan

### Exhibit 2 Drainage Capital Improvement Program Projects Sheet 2 of 6

#### Legend

- SCS Dam
- Centerlines
- Contours 10ft
- Streets
- Flood Problem Areas
- City of Kyle
- City of Kyle ETJ
- GBRA Floodplains (Zone A/AE)



0 1,000 2,000  
Feet

1 inch = 1,000 feet













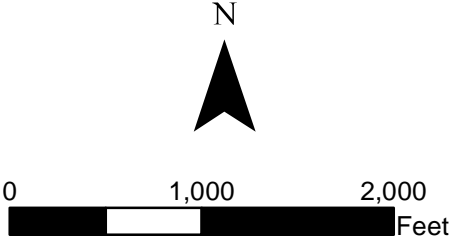
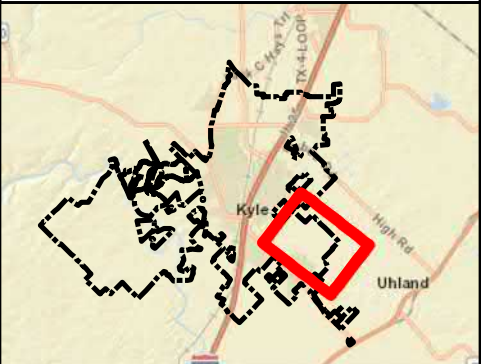


**City of Kyle  
Drainage Master Plan**

**Exhibit 2  
Drainage Capital  
Improvement  
Program Projects  
Sheet 3 of 6**

**Legend**

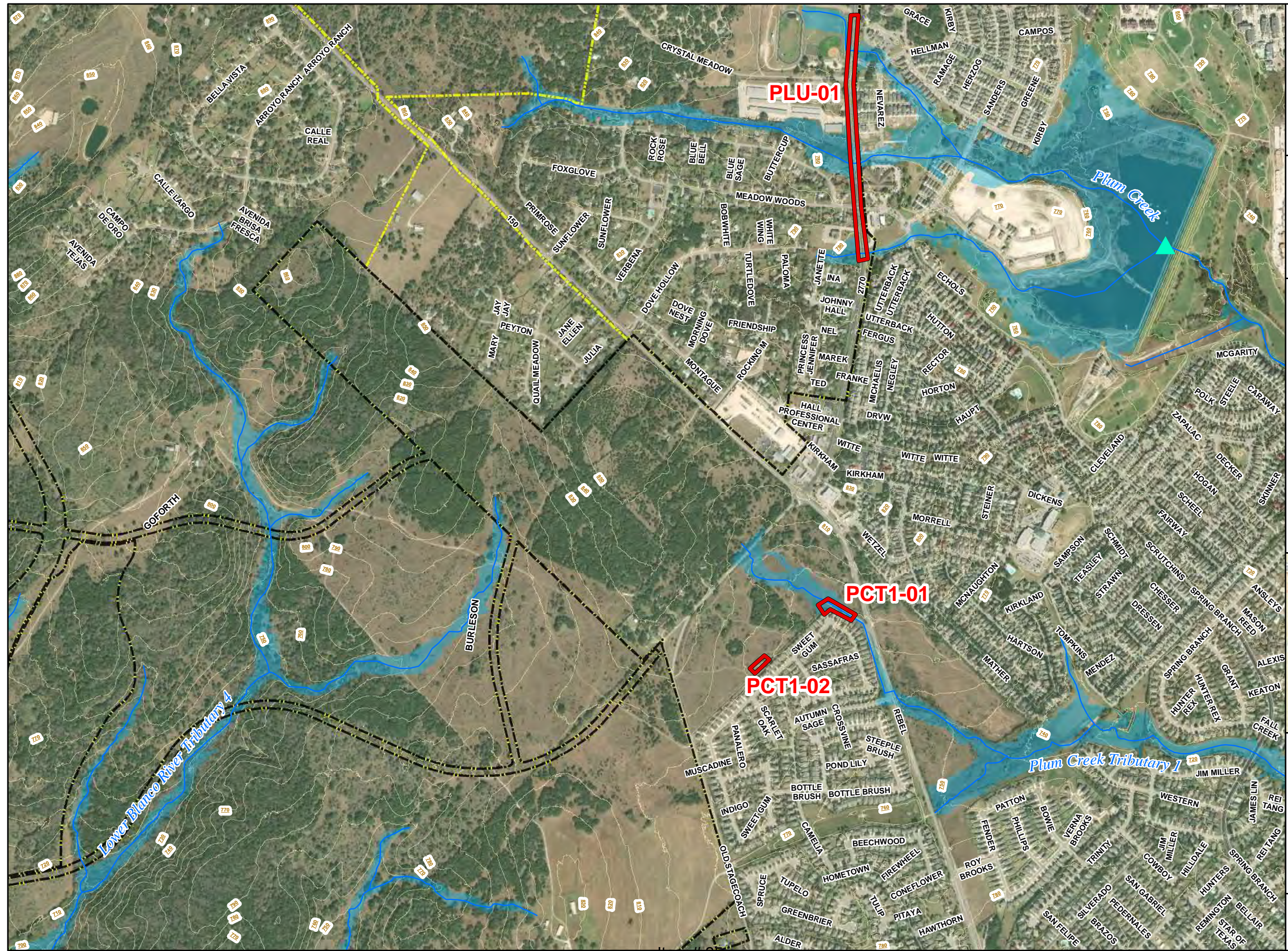
-  SCS Dam
-  Centerlines
-  Contours 10ft
-  Streets
-  Flood Problem Areas
-  City of Kyle
-  City of Kyle ETJ
-  GBRA Floodplains (Zone A/AE)



1 inch = 1,000 feet





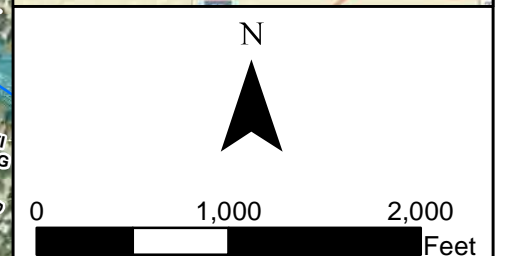
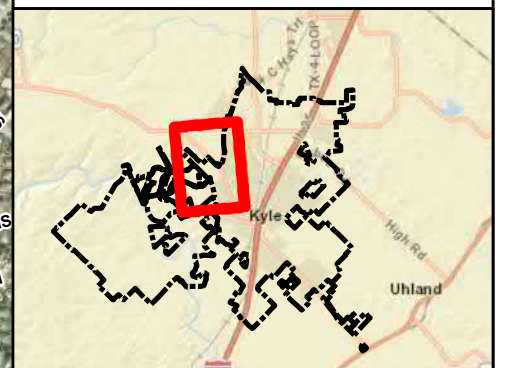


# City of Kyle Drainage Master Plan

## Exhibit 2 Drainage Capital Improvement Program Projects Sheet 4 of 6

### Legend

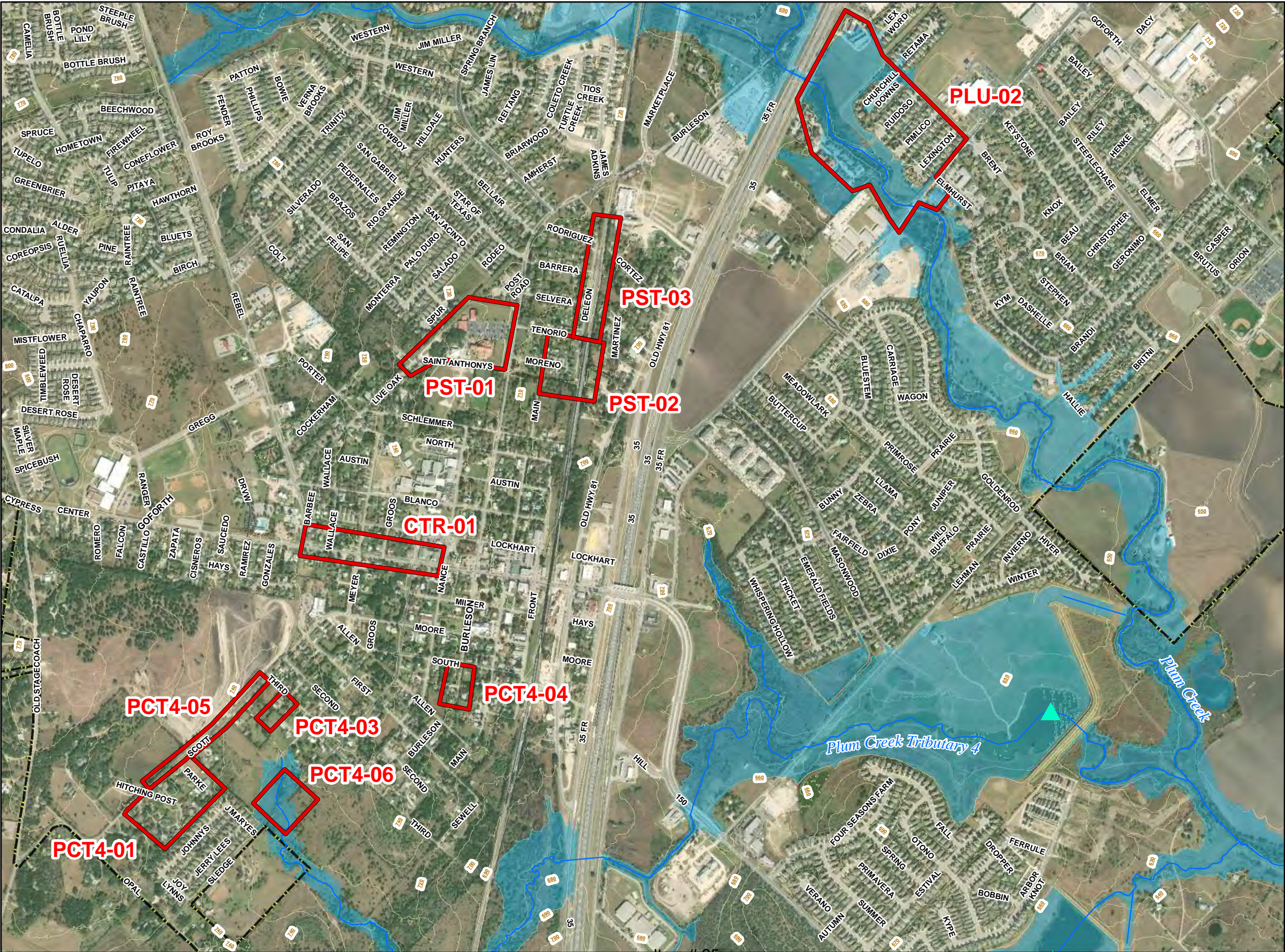
- SCS Dam
- Centerlines
- Contours 10ft
- Streets
- Flood Problem Areas
- City of Kyle
- City of Kyle ETJ
- GBRA Floodplains (Zone A/AE)



1 inch = 1,000 feet





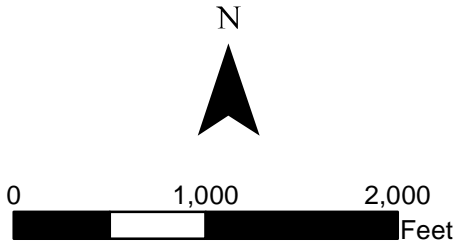
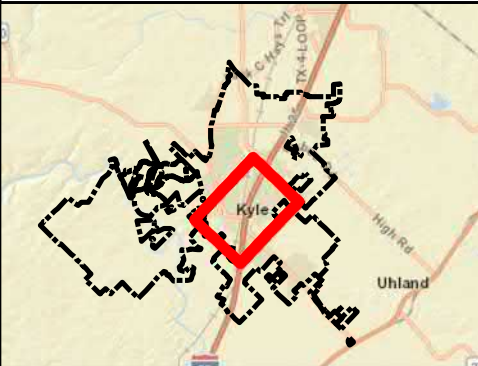


**City of Kyle  
Drainage Master Plan**

**Exhibit 2  
Drainage Capital  
Improvement  
Program Projects  
Sheet 5 of 6**

**Legend**

- SCS Dam
- Centerlines
- Contours 10ft
- Streets
- Flood Problem Areas
- City of Kyle
- City of Kyle ETJ
- GBRA Floodplains (Zone A/AE)



1 inch = 1,000 feet













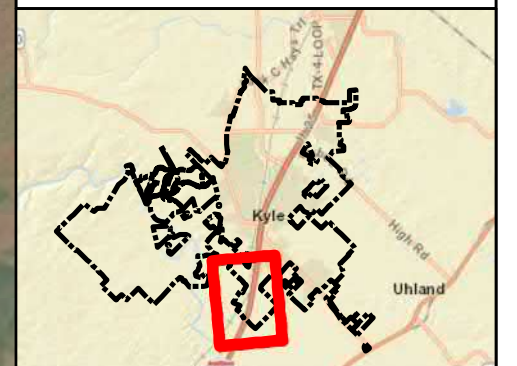


## City of Kyle Drainage Master Plan

### Exhibit 2 Drainage Capital Improvement Program Projects Sheet 6 of 6

#### Legend

-  SCS Dam
-  Centerlines
-  Contours 10ft
-  Streets
-  Flood Problem Areas
-  City of Kyle
-  City of Kyle ETJ
-  GBRA Floodplains (Zone A/AE)



N

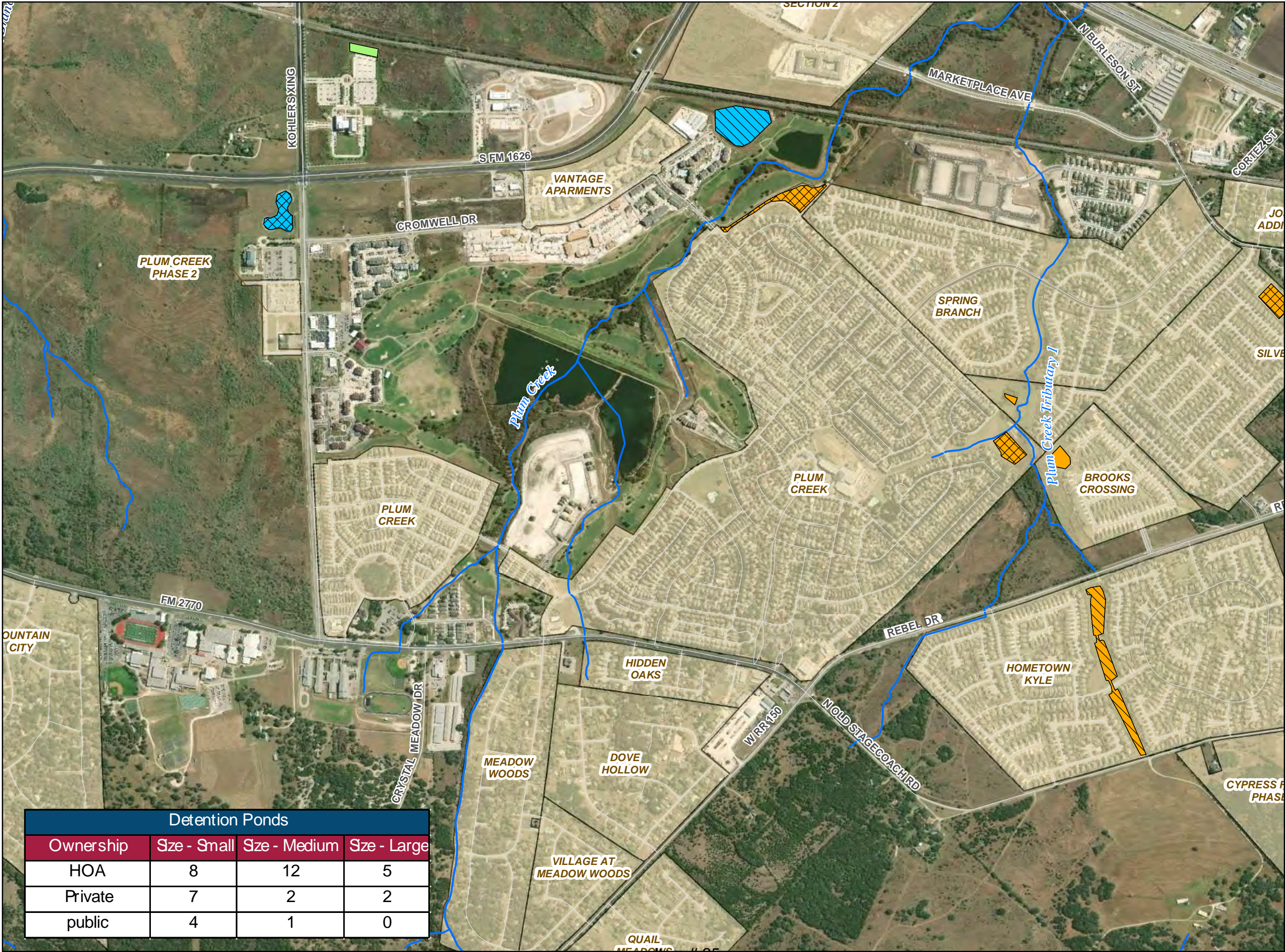


0 1,000 2,000  
Feet

1 inch = 1,000 feet







City of Kyle  
Drainage Master Plan

Exhibit 3  
Existing  
Detention Ponds

**Legend**

Stream Centerlines  
Roads  
Kyle Subdivisions

**Detention Ponds**

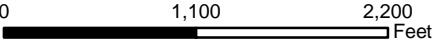
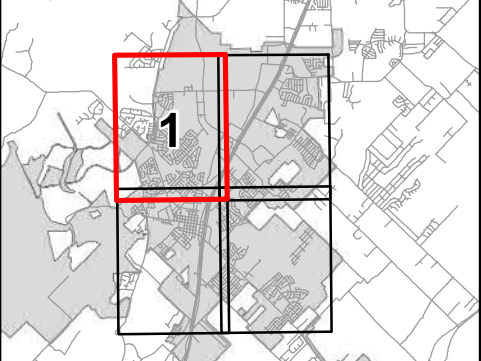
**Pond Ownership**

- HOA
- Private
- Public

**Pond Size (Acres)**

- Large, 3+
- Medium, 1-3
- Small, <1

Panel 1 of 4

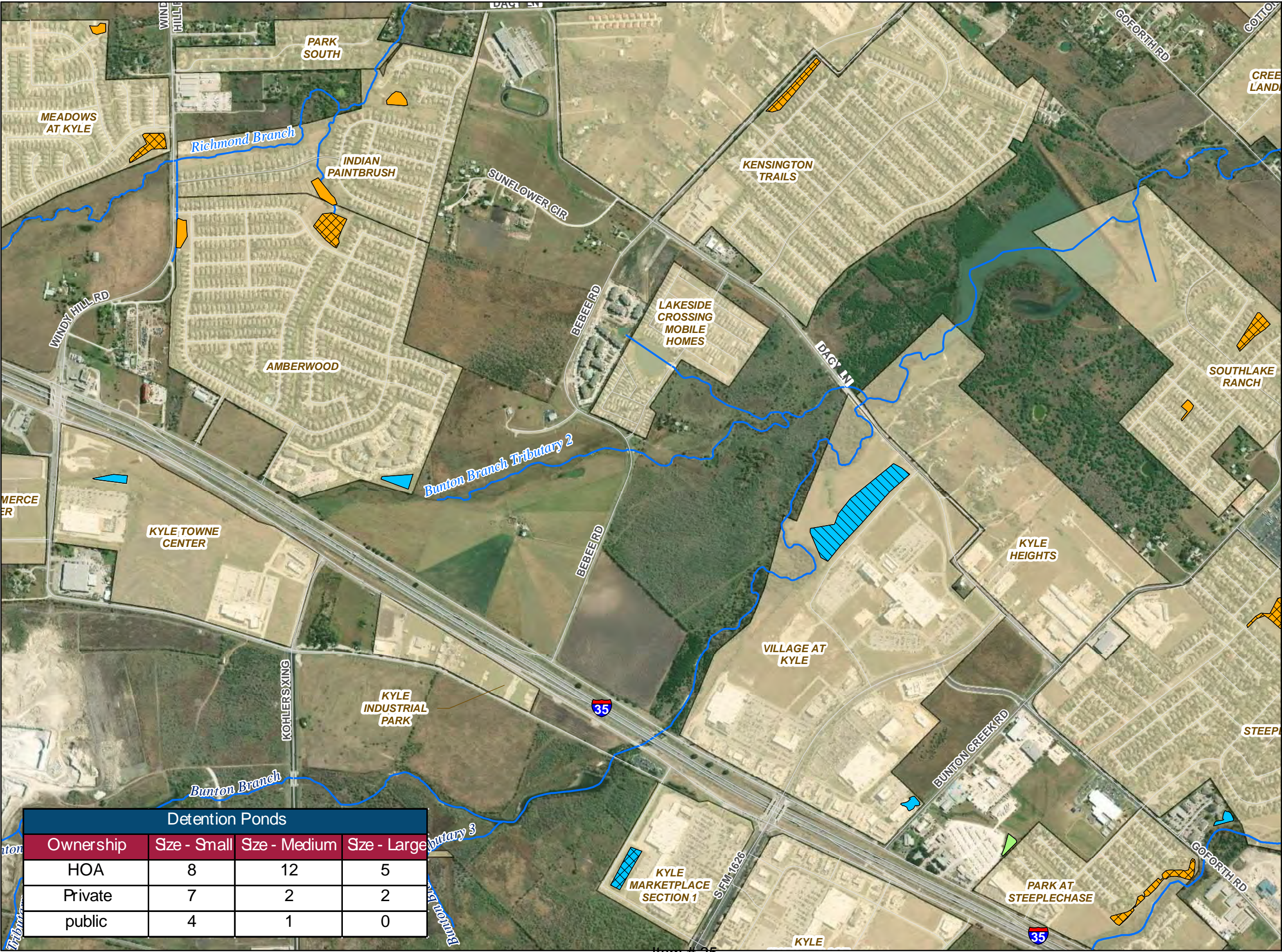


1 inch = 1,100 feet



Detention Ponds			
Ownership	Size - Small	Size - Medium	Size - Large
HOA	8	12	5
Private	7	2	2
public	4	1	0





City of Kyle  
Drainage Master Plan

Exhibit 3  
Existing  
Detention Ponds

**Legend**

Stream Centerlines  
Roads  
Kyle Subdivisions

**Detention Ponds**

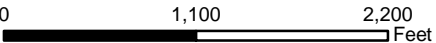
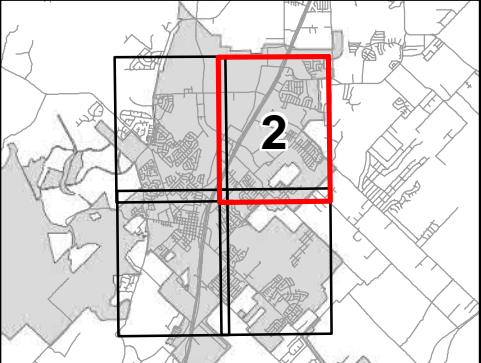
**Pond Ownership**

- HOA
- Private
- Public

**Pond Size (Acres)**

- Large, 3+
- Medium, 1-3
- Small, <1

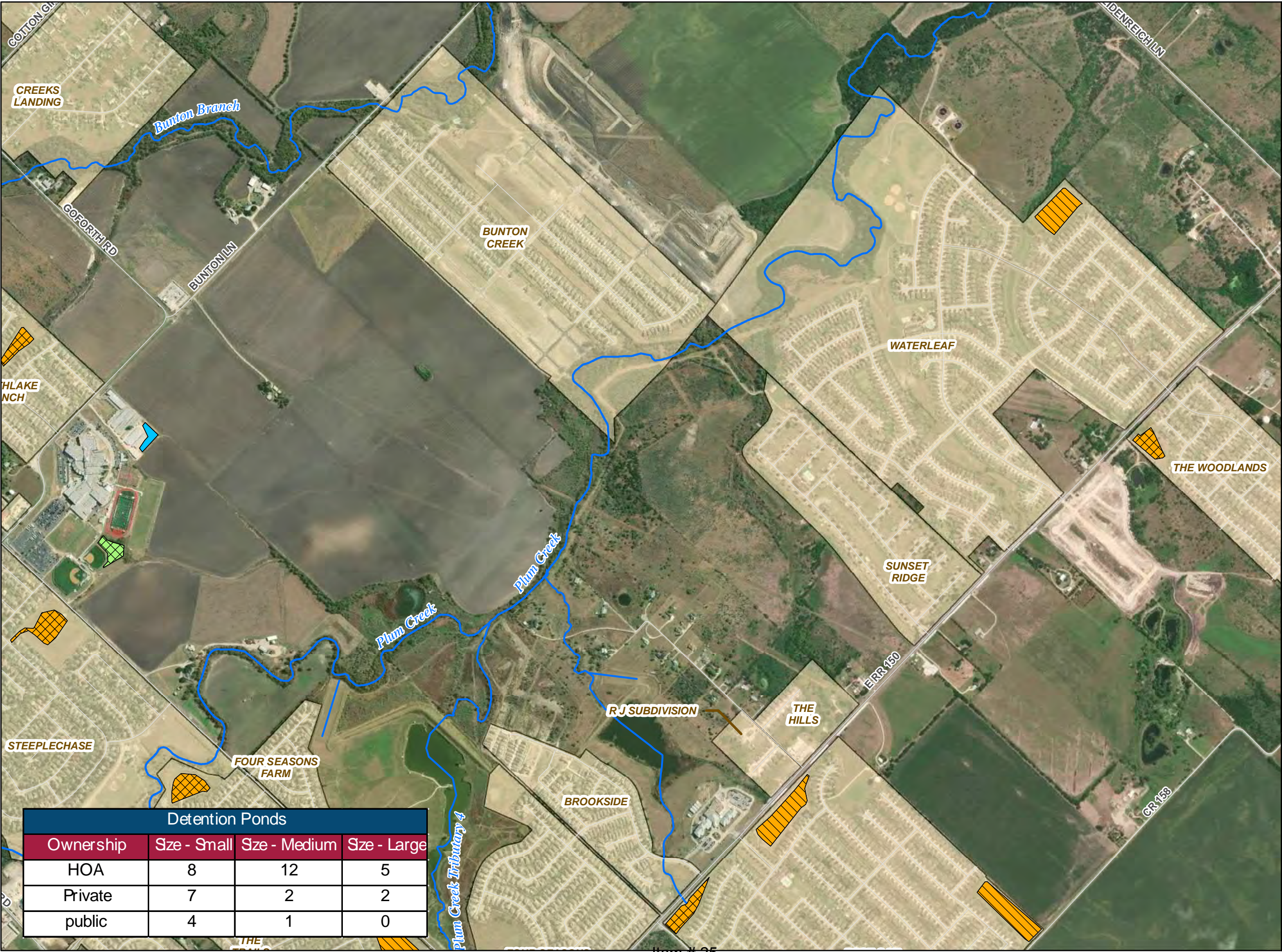
Panel 2 of 4



1 inch = 1,100 feet







Detention Ponds			
Ownership	Size - Small	Size - Medium	Size - Large
HOA	8	12	5
Private	7	2	2
public	4	1	0

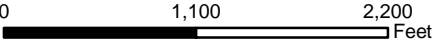
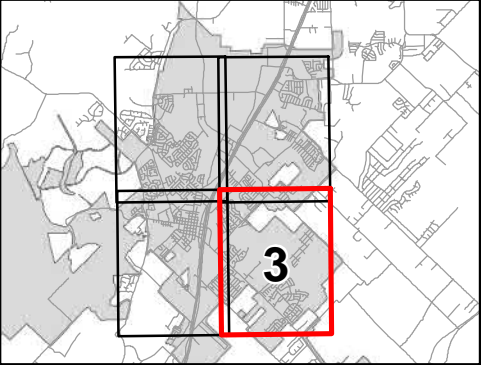


City of Kyle  
Drainage Master Plan

Exhibit 3  
Existing  
Detention Ponds

- Legend
- Stream Centerlines
  - Roads
  - Kyle Subdivisions
- Detention Ponds
- Pond Ownership
- HOA
  - Private
  - Public
- Pond Size (Acres)
- Large, 3+
  - Medium, 1-3
  - Small, <1

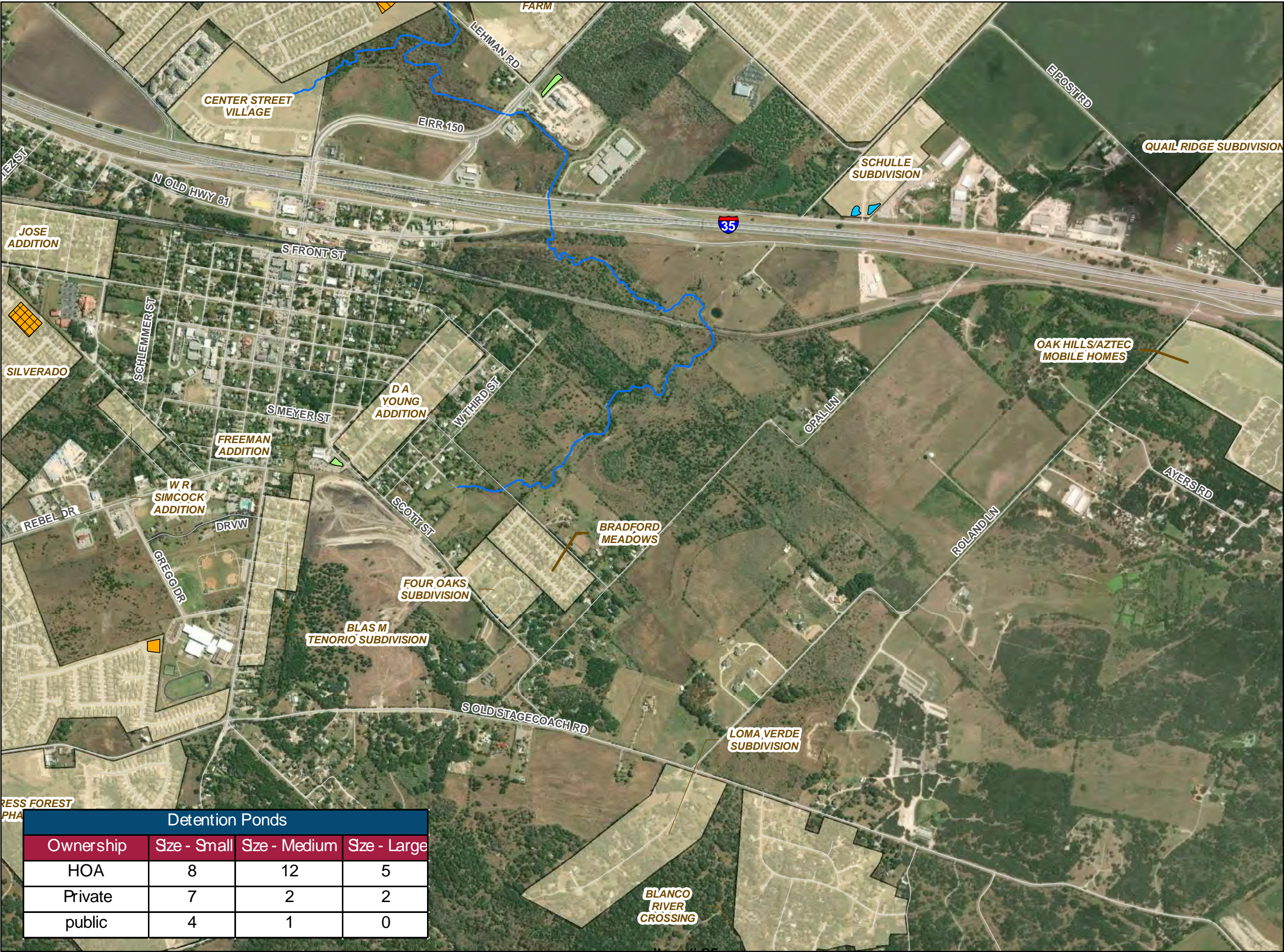
Panel 3 of 4



1 inch = 1,100 feet







City of Kyle  
Drainage Master Plan

Exhibit 3  
Existing  
Detention Ponds

Legend

- Stream Centerlines
- Roads
- Kyle Subdivisions

Detention Ponds

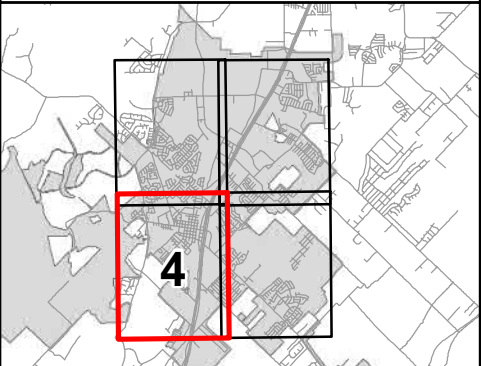
Pond Ownership

- HOA
- Private
- Public

Pond Size (Acres)

- Large, 3+
- Medium, 1-3
- Small, <1

Panel 4 of 4



0 1,100 2,200  
Feet

1 inch = 1,100 feet



Detention Ponds			
Ownership	Size - Small	Size - Medium	Size - Large
HOA	8	12	5
Private	7	2	2
public	4	1	0



# **Appendix B**

## **TABLES**

Table 3-2: City of Kyle Low Water Roadway Crossings

Road Name <sup>2</sup>	Near Intersection...	Watershed	Stream <sup>1</sup>	Source	AADT Traffic Count <sup>4</sup>	Minimum TOR Elevation <sup>6</sup>	Frequency Water Surface Elevation <sup>7</sup>						Annual Chance of Flooding <sup>5</sup>
					[veh/day]	[ft]	[ft]						Year Event
							2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
Dacy Lane	~1000 ft north of Kelly Smith LN and Dacy LN int.	Plum Creek	Andrews Branch	ZONE A			669.07	669.99	670.37	670.77	671.09	671.38	2-yr
Dacy Lane	~ 800 ft south of Kelly Smith LN and Dacy LN int.	Plum Creek	Andrews Branch Trib I	ZONE A		672.55	672.38	672.66	672.78	672.88	672.96	673.07	5-yr
Windy Hill	~2400 ft west of Windy Hill RD and Dacy LN int.	Plum Creek	Richmond Branch	ZONE A		672.22	670.96	671.95	672.4	672.78	673.1	673.43	10-yr
Kohler's Crossing	~1400 ft west of Kyle XING and Kohlers XING int.	Plum Creek	Bunton Creek	GBRA PH2	5230	702.47	704.52	705.61	706.12	706.52	706.81	707.12	2-yr
Old Stage Coach Rd	~800 ft before int. of FM 2770 and Rebel DR	Plum Creek	Plum Creek Trib I	GBRA PH2	1940	805.60	806.14	806.58	806.72	806.84	806.93	807.02	2-yr
Rebel Drive	~100 ft north of Autum Sage PKWY and Rebel DR int.	Plum Creek	Plum Creek Trib I	GBRA PH2	8590	765.71	765.78	766.77	766.97	767.16	767.28	767.41	2-yr
Bunton Ln	~2000 ft east of Twin Estates DR & Bunton Ln int.	Plum Creek	Bunton Creek	GBRA PH2	1452	594.39	596.05	596.77	597.08	597.34	597.54	597.74	2-yr
Bunton Ln	~2800 ft east of Twin Estates DR & Bunton Ln int.	Plum Creek	Bunton Creek	GBRA PH2	1452	594.39	596.05	596.77	597.08	597.34	597.54	597.74	2-yr
Goforth Rd	~400 ft west of GoForth & Creeks Landing DR int.	Plum Creek	Bunton Creek	GBRA PH2	3117	626.57	623.22	623.51	623.77	623.77	625.28	628.16	100-yr
Fountain Grove Dr	~250 ft west of Emerald Canyon & Fountain grove	Plum Creek	Bunton Trib I	ZONE A		690.42	689.34	689.79	690	690.19	690.34	690.5	100-yr
Sanders Rd	~1000 ft east of Fairway & Sanders int.	Plum Creek	Plum Creek	GBRA PH2	193	768.32	761.33	764.28	765.32	766.61	767.69	768.54	100-yr
Spring Branch Dr	~200 ft east of Spring Branch DR & Jim Miller DR.	Plum Creek	Plum Creek Trib I	GBRA PH2	5527	716.61	713.11	714.34	714.94	715.49	716.36	716.97	100-yr
Hartson	~200 ft east of Mather & Hartson	Plum Creek	Spring Branch Trib I	ZONE A		741.74	739.41	740.41	740.87	741.3	741.65	742.04	100-yr
IH 35 Frontage	between EXIT 212 and EXIT 213 South Bound IH35	Plum Creek	Bunton Creek	GBRA PH2	10396	686.20	680.78	684.25	686.28	688.64	690.6	692	10-yr
Arbor Knot Dr	~500 ft north of FM 150 & Arbor Knot	Plum Creek	Plum Trib 3	GBRA PH3	600	662.38	659.17	660.95	662.56	662.78	663.28	663.75	10-yr
RM 150	~400 ft west of Lehman RD & RM 150 int.	Plum Creek	Plum Trib 4	GBRA PH3	13711	661.29	657.91	659.77	661.05	662.25	662.89	663.39	25-yr
Kelly Smith Ln	~500 ft east of IH35	Plum Creek	Richmond Branch	ZONE A		694.92	693.83	694.55	694.81	695.08	695.29	695.51	25-yr
Lime Kiln Rd	~9000 ft west of Old Stagecoach Rd & Center st.	Blanco River	Blanco River	FEMA PMR	250	629.30	640.04	647.32	651.16	656.69	660.05	663.04	2-yr
Lime Kiln	~3000 ft east of Lime Kliln RD & S Gate RD Int.	Blanco River	Blanco Trib 1A	ZONE A		664.83	664.9	665.5	665.1	666.29	666.7	667.01	2-yr
Dacy Ln	~1000 ft east of Dacy LN & Seton PKWY int.	Plum Creek	Bunton Creek	GBRA PH2	3234	650.79	652.72	656.71	658.94	661.79	663.99	664.99	2-yr
FM 1626	~4500 ft south of Int. with Jack C Hays	Plum Creek	Bunton Trib 4	ZONE A			744.94	745.42	745.67	745.89	746.04	746.21	2-yr
Fairway	~120 ft north of Fairway & Echols Int.	Plum Creek	Plum Trib I	ZONE A			767.57	768.29	768.53	768.77	768.94	769.12	2-yr
Hellman	~60 ft east of Hellman & Nevarez Int.	Plum Creek	Plum Trib 2	ZONE A			778.96	779.99	780.35	780.67	780.86	781.08	2-yr
Sledge St	~400 ft east of South Sledge ST & J Maryes LN int.	Plum Creek	Plum Trib 4	GBRA PH3	450	728.28	728.64	729.06	729.25	729.38	729.48	729.64	2-yr
Indian Paintbrush Dr	~40 ft south of Windy Hill & Indian Paintbrush	Plum Creek	Richmond Trib 2	ZONE A		673.24	674.35	674.79	674.97	675.17	675.32	675.46	2-yr
Kyle Crossing	~600 ft north of Old Bridge TRL & Kyle XING int.	Plum Creek	Bunton Creek	GBRA PH2	820	685.40	683.74	688.48	689.44	690.28	691.08	692.31	5-yr
Goforth Rd	~900 ft west of Brent BLVD & GoForth RD int.	Plum Creek	Plum Creek	GBRA PH2	5200	676.11	673.53	676.31	677.02	677.49	677.76	678.07	5-yr

TABLE 3-3: SUMMARY OF LOCALIZED DRAINAGE ISSUES

Problem Area	Stream	Problem Comment	Structures in 100-YR Floodplain
Lake Kyle	Plum Creek Trib 4	Riverine Flooding	
Steeplechase along Plum Creek	Plum Creek	Channel parallel to Plum Creek over-flowed during Oct. 30, 2015 the storm	
Meadows of Kyle Subd.	Local	Drainage from subd. draining east to Dacy Lane	
4540 Mather St.	Local	Water puddles before it reaches the storm drain	
Market Place	Plum Creek	Market Place Rd. overtops based on hydraulic modeling.	
Steeplechase Subd.	Local	Channel parallel to Plum Creek over-flowed during Oct. 30, 2015.	
Quail Ridge Dr.	Local	Runoff along street and through properties	
Violet Lane	Local	Flooding from adjacent property	
295 Carriage Way	Local	Erosion in drainage easement is threatening their privacy fence	
Center St.	Local	Near Wallace and the park experiencing drainage issues	
402 S. Burleson	Local	During heavy rain events, storm waters dam up and does not drain causing local flooding	
Saucedo St & Ramirez St.	Local	Tenorio Addition causing drainage to Blanton property	
Stagecoach Forest Subd.	Local	Adding detention pond.	
Middle School off FM 2770	Upper Plum Creek Trib. 2	Three culverts undersized and overtops during heavy rainfall	
Cotton Gin Rd.	Andrews Branch/Porter Creek	Riverine Flooding	2
Isabel Ln.	Plum Creek	Riverine Flooding	7
Railroad near Deleon St.	Local	Railroad creating dam and flooding neighborhood	
Homes off of Dove Ln.	Andrews Branch/Porter Creek	Riverine Flooding	4
Mobile Home off Dickerson Rd.	Unnamed Trib 84	Riverine Flooding	2
House off Summit Dr.	Brushy Creek Trib 2	Riverine Flooding	3
977 Sweet Gum Dr.	Plum Creek Trib I	Concrete deflection wall and potential structure flooding	1
773-785 Sweet Gum	Plum Creek Trib I	Eroded and scoured culvert channel	
Hometown Kyle Detention Pond	Local	Asking to turn pond over to City of Kyle	
Hometown Kyle Detention Pond	Local	Asking to turn pond over to City of Kyle	
172 Birch Dr	Local	Concrete outfall erosion and channel capacity	
376-436 Bottle Brush Dr.	Spring Branch Trib. 2	Backwater flooding from FM 150. Submerged car and flooded properties Oct. 2015.	
Park Place/Hitching Post	Local	Offsite runoff flowing over road and flooding properties	
W. Meyers St. & 800 W. 3rd	Local	Street flooding during heavy rainfall	
Hometown Subd & 328 Spruce Dr & 461 Sweet Gum	Local	Culvert directing flow into fencing causing rapid deterioration of fence due to channel capacity	
Goforth Rd., Dialysis Center on Goforth & Saddle Creek Apartments	Plum Creek	Riverine flooding based on GBRA analysis	8
Burleson Rd. Homes & Commercial Area off Brent Blvd.	Plum Creek	Riverine Flooding	2
310 & 350 Windy Hill Rd.	Local	Stormwater coming from gas station drains onto property causing erosion and flooding	
710 Live Oak & 801 N. Burleson	Local	Property flooded during 2013 and 2015 events & St. Anthony's Church Hall has flooded several times	



TABLE 5-1: COMPARISON OF THE 100- AND 500-YEAR FLOOD ELEVATIONS		
Stream	100- and 500-year Average WSEL Difference (ft)	Notes
Plum Creek	1.1	Less than 2 feet
Bunton Branch	2.0	
Richmond Creek & Tribs	0.6	
Bunton Tribs	0.3	
Blanco River	4.6	Greater than 2 feet

Note: Models developed in the GBRA Feasibility Study were used in this comparison

TABLE 5-2: SURROUNDING AREA CRITERIA COMPARISON										
Entity	Cities						Counties			
	San Marcos	Round Rock	Kyle	Buda	Wimberley	Dripping Springs	Travis		Williamson	Hays
							Western Watersheds	Eastern Watersheds		
Criteria	<a href="#">click for Manual</a>	<a href="#">click for City Ordinances</a>	<a href="#">click for City Ordinances</a>	<a href="#">click for UDC</a>	<a href="#">click for City Ordinances</a>	<a href="#">click for City Ordinances</a>	<a href="#">click for HLWO</a>	<a href="#">click for ECM</a>	<a href="#">click for WILCO Regulations</a>	
Nonresidential Finished Floor Elevation	2 feet above Base Flood Elevation (Sec. 39.043-passed 2016)	2 feet above Ulitimate 100-year Flood Elevation (Sec. 36-182-passed 1990s)	At or above Base Flood Elevation (Sec. 17-85.) <i>2 feet above 100-year or at or above the 500-year, whichever is greater</i>	Elevated to or above Regulatory Flood Datum-or water tight (4.06.04-B)	2 feet above base flood elevation (153.28-passed 2001)	Refers to Hays County Flood Damage Prevention Ordinance (19.2.2)	In Zone AE -1 foot above base flood elevation or water tight Zone A-AO - 2Feet above BFE or water tight (64.122)	In Zone AE -1 foot above base flood elevation or water tight Zone A-AO - 2Feet above BFE or water tight (64.122)	1 feet above Base Flood Elevation (Article 5 Section B)	1 feet above Base Flood Elevation or water tight
Design Storm for Detention	2,10,25,100-YR Storm Event	2,10,25,100-YR Storm Event	2,10,25, <i>100</i> -YR Storm Event	2,10,25,100-YR Storm Event	25,100-YR Storm Event	2,10,25,100-YR Storm Event	2,10,25,100-YR Storm Event	2,10,25,100-YR Storm Event	2,10, 100-yr storm	2, 5, 10, 25, 100-yr storm
WQ Zone/Stream Buffer	FEMA streams - 100 feet in width measured from the the floodway boundary Non-FEMA Streams - 50 feet extending on either side of the stream centerline (Sec. 5.1.2.2)	N/A	NA <i>FEMA Zone AE Streams - 100 feet extending on either side of the stream centerline or 25 feet from the floodway boundary, whichever is greater. FEMA Zone A and Non-FEMA Streams - 100 feet extending on either side of the stream centerline up to a contributing drainage area of 50 acres.</i>	In Barton Springs and Edwards Aquifer Dependent on Drainage area - 25ft to 400 ft from centerline of stream each side.	NA	Refers to Hays County Flood Damage Prevention Ordinance (19.2.2)	NA	NA	NA	FEMA Defined floodways Dependent on Drainage area - 100ft to 300 ft from centerline of stream each side.

Note: Recommended updates for City of Kyle shown in red text.

**Appendix C**  
**DRAINAGE PROJECT CRITERIA MATRIX**  
**AND SUMMARY SHEETS**

City of Kyle - Drainage Project Ranking Criteria				
Category	Category Weight	Sub Category Weight	Sub Category	Scoring
Public Safety	30	7	Road Flooding and Mobility (Pre-Project Conditions)	1: Isolated Local Roadway Flooding 2: Collector Roadway Flooding 3: Moving water is likely to wash car off road (consider velocity and depth)
		5	Emergency Access for 25-year (4% ACE) storm event (Pre-Project Conditions)	1: Passable but response time increased 2: Impassable but alternative route available 3: Impassable/No alternative route.
		9	Number of occupied Structures (homes or businesses) within 100-year (1% ACE) footprint (Pre-Project Condition)	1: 0 flooded 2: 1-10 flooded 3: 10+ flooded or critical facility effected
		6	Level of Drainage Service (Post-Project Protection)	1: ≤ 25-year (4 % ACE) 2: 25-year (4% ACE) - 100-year (1% ACE) 3: ≥ 100-year (1% ACE)
		3	Mitigation required for downstream impacts	1: 15%+ of project costs 2: 1-15% of project cost 3: No mitigation need for downstream impacts
Economic	25	5	Project Cost (Note: add O&M cost)	1: ≥ 2 Million 2: \$1 - 2 Million 3: ≤ \$1 Million
		10	Funding Source	1: Full Funding required upfront 2: Phased Funding 3: Incremental Funding as available
		5	Degree of economic impact on development/redevelopment potential (post-project)	1: Negative Impact 2: No impact 3: Positive Impact
		5	Degree of Economic Impact on Local Businesses (post-project)	1: Negative Impact 2: No impact 3: Positive Impact
Environment	20	10	Water Quality Significance (MS4)	1: Negative Impact 2: No impact 3: Positive Impact
		10	Impact to Existing Environmental Features (i.e. Riparian Corridor, Habitat, etc.) (post-project)	1: Significant Negative Impact 2: Moderate Negative Impact 3: No Impact / Positive Impact
Project Timing	15	5	Ease of Permitting	1: Multi-jurisdiction more permits 2: Local permit with variances/Nationwide 3: Limited local permits
		3	Time for Implementation or Construction	1: ≥ 2 Years 2: 1 - 2 Years 3: 0 - 1 Years
		3	Dependency on other Projects	1: Dependent on other projects 3: No dependence on other projects
		4	Land and Easement Acquisition	1: Condemnation maybe required 2: Purchase necessary 3: No/minimal additional acquisition required
Social	10	5	Element of Comprehensive Plan (Parks, Transportation, Planning, Drainage, etc.)	1: No elements in other plans 2: Related to elements in other plans 3: Multiple elements other plan
		5	Beneficial Neighborhood Impacts	1: Negative Neighborhood Impact 2: No Neighborhood Impact 3: Positive Neighborhood Impact
100		100		

ABT-01 Dacy Ln		AND-01 Dove Ln Homes		BCT1-01 BeBee Rd		BR-01 Roland Ln LWC (E)		BR-02 Roland Ln LWC (W)		BUN-01 Bunton Ln LWC (S)		BUN-02 Bunton Ln LWC (C)		BUN-03 Bunton Ln LWC (N)		BUN-04 Goforth Rd LWC		CFP-01 Quail Ridge Area		CTR-01 Center Street		FPM-01 US Floodplains	
Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score
3	7.0	0	0.0	3	7.0	2	4.7	2	4.7	3	7.0	3	7.0	3	7.0	2	4.7	1	2.3	2	4.7	0	0.0
3	5.0	0	0.0	2	3.3	2	3.3	3	5.0	2	3.3	2	3.3	2	3.3	1	1.7	1	1.7	1	1.7	0	0.0
1	3.0	2	6.0	1	3.0	1	3.0	1	3.0	1	3.0	1	3.0	1	3.0	1	3.0	2	6.0	2	6.0	3	9.0
2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	3	6.0
3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	1	1.0	1	1.0	3	3.0
3	5.0	2	3.3	3	5.0	3	5.0	3	5.0	3	5.0	2	3.3	3	5.0	3	5.0	3	5.0	2	3.3	3	5.0
1	3.3	2	6.7	2	6.7	2	6.7	1	3.3	2	6.7	2	6.7	2	6.7	1	3.3	2	6.7	2	6.7	1	3.3
2	3.3	2	3.3	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	2	3.3	2	3.3	3	5.0	3	5.0
2	3.3	2	3.3	3	5.0	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	3	5.0	2	3.3
2	6.7	3	10.0	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7
3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0
3	5.0	2	3.3	3	5.0	3	5.0	3	5.0	2	3.3	2	3.3	2	3.3	2	3.3	3	5.0	3	5.0	2	3.3
3	3.0	1	1.0	3	3.0	2	2.0	2	2.0	2	2.0	2	2.0	2	2.0	3	3.0	3	3.0	2	2.0	1	1.0
3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	1	1.0	1	1.0	1	1.0	3	3.0	3	3.0	1	1.0	3	3.0
3	4.0	1	1.3	3	4.0	1	1.3	1	1.3	2	2.7	2	2.7	2	2.7	3	4.0	3	4.0	2	2.7	3	4.0
2	3.3	1	1.7	2	3.3	2	3.3	2	3.3	1	1.7	1	1.7	1	1.7	2	3.3	1	1.7	3	5.0	2	3.3
3	5.0	2	3.3	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	2	3.3	3	5.0	3	5.0	2	3.3
77.0		63.3		82.0		74.3		72.7		72.7		71.0		72.7		68.0		71.7		74.7		69.3	

City of Kyle - Drainage Project Ranking Criteria				
Category	Category Weight	Sub Category Weight	Sub Category	Scoring
Public Safety	30	7	Road Flooding and Mobility (Pre-Project Conditions)	1: Isolated Local Roadway Flooding 2: Collector Roadway Flooding 3: Moving water is likely to wash car off road (consider velocity and depth)
		5	Emergency Access for 25-year (4% ACE) storm event (Pre-Project Conditions)	1: Passable but response time increased 2: Impassable but alternative route available 3: Impassable/No alternative route.
		9	Number of occupied Structures (homes or businesses) within 100-year (1% ACE) footprint (Pre-Project Condition)	1: 0 flooded 2: 1-10 flooded 3: 10+ flooded or critical facility effected
		6	Level of Drainage Service (Post-Project Protection)	1: ≤ 25-year (4 % ACE) 2: 25-year (4% ACE) - 100-year (1% ACE) 3: ≥ 100-year (1% ACE)
		3	Mitigation required for downstream impacts	1: 15%+ of project costs 2: 1-15% of project cost 3: No mitigation need for downstream impacts
Economic	25	5	Project Cost (Note: add O&M cost)	1: ≥ 2 Million 2: \$1 - 2 Million 3: ≤ \$1 Million
		10	Funding Source	1: Full Funding required upfront 2: Phased Funding 3: Incremental Funding as available
		5	Degree of economic impact on development/redevelopment potential (post-project)	1: Negative Impact 2: No impact 3: Positive Impact
		5	Degree of Economic Impact on Local Businesses (post-project)	1: Negative Impact 2: No impact 3: Positive Impact
Environment	20	10	Water Quality Significance (MS4)	1: Negative Impact 2: No impact 3: Positive Impact
		10	Impact to Existing Environmental Features (i.e. Riparian Corridor, Habitat, etc.) (post-project)	1: Significant Negative Impact 2: Moderate Negative Impact 3: No Impact / Positive Impact
Project Timing	15	5	Ease of Permitting	1: Multi-jurisdiction more permits 2: Local permit with variances/Nationwide 3: Limited local permits
		3	Time for Implementation or Construction	1: ≥ 2 Years 2: 1 - 2 Years 3: 0 - 1 Years
		3	Dependency on other Projects	1: Dependent on other projects 3: No dependence on other projects
		4	Land and Easement Acquisition	1: Condemnation maybe required 2: Purchase necessary 3: No/minimal additional acquisition required
Social	10	5	Element of Comprehensive Plan (Parks, Transportation, Planning, Drainage, etc.)	1: No elements in other plans 2: Related to elements in other plans 3: Multiple elements other plan
		5	Beneficial Neighborhood Impacts	1: Negative Neighborhood Impact 2: No Neighborhood Impact 3: Positive Neighborhood Impact
100		100		

FPM-02 FEMA LOMR		PCT1-01 Sweet Gum Erosion 1		PCT1-02 Sweet Gum Erosion 2		PCT4-01 Hitching Post		PCT4-03 Meyers St Drainage		PCT4-04 S. Burleson St Drainage		PCT4-05 Scott St LWC		PCT4-06 Sledge St LWC		PLU-01 FM2770 nr Barton MS		PLU-02 Steeplechase Park US Det		PLU-04 Isabel Ln Area		POR-01 Cotton Gin Rd Area	
Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score
0	0.0	0	0.0	0	0.0	1	2.3	1	2.3	1	2.3	2	4.7	3	7.0	2	4.7	1	2.3	0	0.0	0	0.0
0	0.0	0	0.0	0	0.0	1	1.7	0	0.0	1	1.7	2	3.3	2	3.3	1	1.7	2	3.3	0	0.0	0	0.0
3	9.0	1	3.0	1	3.0	1	3.0	1	3.0	1	3.0	1	3.0	1	3.0	1	3.0	3	9.0	2	6.0	2	6.0
3	6.0	1	2.0	1	2.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	2	4.0	3	6.0	3	6.0	3	6.0
3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	2	2.0	3	3.0	3	3.0	3	3.0	3	3.0
3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	2	3.3	1	1.7	2	3.3	3	5.0
1	3.3	1	3.3	1	3.3	1	3.3	1	3.3	1	3.3	1	3.3	1	3.3	2	6.7	3	10.0	1	3.3	2	6.7
3	5.0	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	3	5.0	2	3.3	2	3.3	2	3.3
2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	2	3.3	3	5.0	3	5.0	2	3.3	2	3.3
2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	3	10.0	3	10.0
3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	2	6.7	2	6.7	3	10.0
2	3.3	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	1	1.7	3	5.0	2	3.3	3	5.0
1	1.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0	2	2.0	2	2.0	1	1.0	1	1.0	1	1.0
3	3.0	1	1.0	1	1.0	1	1.0	3	3.0	3	3.0	1	1.0	3	3.0	3	3.0	3	3.0	3	3.0	3	3.0
3	4.0	3	4.0	3	4.0	3	4.0	3	4.0	3	4.0	3	4.0	2	2.7	3	4.0	1	1.3	3	4.0	2	2.7
3	5.0	1	1.7	1	1.7	1	1.7	1	1.7	1	1.7	1	1.7	2	3.3	3	5.0	1	1.7	1	1.7	1	1.7
2	3.3	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	2	3.3
71.0		59.3		59.3		65.3		65.7		67.3		69.3		72.0		73.7		74.0		63.0		70.0	

City of Kyle - Drainage Project Ranking Criteria				
Category	Category Weight	Sub Category Weight	Sub Category	Scoring
Public Safety	30	7	Road Flooding and Mobility (Pre-Project Conditions)	1: Isolated Local Roadway Flooding 2: Collector Roadway Flooding 3: Moving water is likely to wash car off road (consider velocity and depth)
		5	Emergency Access for 25-year (4% ACE) storm event (Pre-Project Conditions)	1: Passable but response time increased 2: Impassable but alternative route available 3: Impassable/No alternative route.
		9	Number of occupied Structures (homes or businesses) within 100-year (1% ACE) footprint (Pre-Project Condition)	1: 0 flooded 2: 1-10 flooded 3: 10+ flooded or critical facility effected
		6	Level of Drainage Service (Post-Project Protection)	1: ≤ 25-year (4 % ACE) 2: 25-year (4% ACE) - 100-year (1% ACE) 3: ≥ 100-year (1% ACE)
		3	Mitigation required for downstream impacts	1: 15%+ of project costs 2: 1-15% of project cost 3: No mitigation need for downstream impacts
Economic	25	5	Project Cost (Note: add O&M cost)	1: ≥ 2 Million 2: \$1 - 2 Million 3: ≤ \$1 Million
		10	Funding Source	1: Full Funding required upfront 2: Phased Funding 3: Incremental Funding as available
		5	Degree of economic impact on development/redevelopment potential (post-project)	1: Negative Impact 2: No impact 3: Positive Impact
		5	Degree of Economic Impact on Local Businesses (post-project)	1: Negative Impact 2: No impact 3: Positive Impact
Environment	20	10	Water Quality Significance (MS4)	1: Negative Impact 2: No impact 3: Positive Impact
		10	Impact to Existing Environmental Features (i.e. Riparian Corridor, Habitat, etc.) (post-project)	1: Significant Negative Impact 2: Moderate Negative Impact 3: No Impact / Positive Impact
Project Timing	15	5	Ease of Permitting	1: Multi-jurisdiction more permits 2: Local permit with variances/Nationwide 3: Limited local permits
		3	Time for Implementation or Construction	1: ≥ 2 Years 2: 1 - 2 Years 3: 0 - 1 Years
		3	Dependency on other Projects	1: Dependent on other projects 3: No dependence on other projects
		4	Land and Easement Acquisition	1: Condemnation maybe required 2: Purchase necessary 3: No/minimal additional acquisition required
Social	10	5	Element of Comprehensive Plan (Parks, Transportation, Planning, Drainage, etc.)	1: No elements in other plans 2: Related to elements in other plans 3: Multiple elements other plan
		5	Beneficial Neighborhood Impacts	1: Negative Neighborhood Impact 2: No Neighborhood Impact 3: Positive Neighborhood Impact
100		100		

PST-01 Live Oak St Drainage		PST-02 RR near Deleon St		PST-03 Jose Addition		RIC-01 Windy Hill LWC		RIC-02 Kelly Smith Ln		TEMP-01 Drainage Project	
Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score	Project Specific Score	Project Weighted Score
1	2.3	1	2.3	1	2.3	3	7.0	3	7.0	3	7.0
2	3.3	2	3.3	1	1.7	3	5.0	2	3.3	3	5.0
1	3.0	2	6.0	2	6.0	1	3.0	1	3.0	3	9.0
3	6.0	2	4.0	2	4.0	2	4.0	2	4.0	3	6.0
2	2.0	1	1.0	3	3.0	2	2.0	1	1.0	3	3.0
3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0
1	3.3	1	3.3	1	3.3	2	6.7	2	6.7	3	10.0
3	5.0	2	3.3	2	3.3	3	5.0	3	5.0	3	5.0
3	5.0	2	3.3	2	3.3	3	5.0	3	5.0	3	5.0
2	6.7	2	6.7	2	6.7	2	6.7	2	6.7	3	10.0
3	10.0	3	10.0	3	10.0	3	10.0	3	10.0	3	10.0
3	5.0	1	1.7	1	1.7	3	5.0	3	5.0	3	5.0
3	3.0	2	2.0	2	2.0	2	2.0	3	3.0	3	3.0
3	3.0	3	3.0	1	1.0	1	1.0	3	3.0	3	3.0
3	4.0	2	2.7	3	4.0	1	1.3	1	1.3	3	4.0
1	1.7	1	1.7	1	1.7	3	5.0	1	1.7	3	5.0
3	5.0	3	5.0	3	5.0	3	5.0	3	5.0	3	5.0
73.3		64.3		64.0		78.7		75.7		100.0	



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: ABT-01

Status: Conceptual

Project Name: Dacy Ln

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326,428	\$ -

### Problem Description:

Existing Low Water Crossing with 2 - 12 in. culverts on Dacy Lane. The roadway crossing is overtopped at the 2-yr storm. Overtopping is compounded by the stream alignment running parallel with the roadway. Existing culverts are completely obstructed with significant sediment.

### Proposed Improvements:

Replace existing culverts with 5 - 3 ft. x 3 ft. box culverts and raise the road 2.5 ft. to pass the 25-yr event. The 100-yr event will need seven 3 ft. x 3 ft. box culverts with the road raised 2.5 ft.

Location



### O & M Impact:

As evidenced by the sediment at the existing culvert, proposed structure will need to be periodically cleaned to maintain the design capacity.

### Notes:

Funded by Hays County Road Bond.

Cost estimate is for 100-yr improvements.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	5.0
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	3.3
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		77.0





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: AND-01  
Project Name: Dove Ln Homes

Status: Conceptual  
Project Type: Buyout

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,241,300	\$ -

### Problem Description:

Five residential homes are within the GBRA updated floodplain. These structures are not within the effective FEMA floodplain and were built with respect to the floodplain limits at the time.

### Proposed Improvements:

Analysis incorporating channel benching to the edge of the properties was conducted, however the results did not lower the water surface enough to remove the structures from the floodplain. Buyout suggested.

Location



### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	6.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	3.3
10	Funding Source	6.7
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	10.0
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	1.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	1.3
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	3.3
Total Weighted Point Score:		63.3

### Notes:

Properties currently within Hays County jurisdiction.

Cost based on appraisal district evaluation.



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: AND-01  
Project Name: Dove Ln Homes

Status: Conceptual  
Project Type: Buyout

Fiscal Year Plan							
Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,241,300	\$ -

### Problem Description:

Five residential homes are within the GBRA updated floodplain. These structures are not within the effective FEMA floodplain and were built with respect to the floodplain limits at the time.

### Proposed Improvements:

Analysis incorporating channel benching to the edge of the properties was conducted, however the results did not lower the water surface enough to remove the structures from the floodplain. Buyout suggested.

Location



### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	6.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	3.3
10	Funding Source	6.7
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	10.0
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	1.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	1.3
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	3.3
Total Weighted Point Score:		63.3

### Notes:

Properties currently within Hays County jurisdiction.

Cost based on appraisal district evaluation.



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: BCT1-01

Status: Conceptual

Project Name: Bebee Rd

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326,322	\$ -

### Problem Description:

Low water crossing on Bebee Rd. overtops the road during small storm events.

### Proposed Improvements:

Replace existing culverts with four 5 ft. x 5 ft. box culverts and raise the road 1 ft. to pass the 25-yr event. The 100-yr event will require 4 - 5'x5' box culverts and raise the road 2 ft.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project must be coordinated with Transportation Master Plan.

No existing data for the existing culverts dimensions available. Proposed improvements analyzed for the 25-yr storm event.

Weight	Ranking Criteria	Score
7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	5.0
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	3.3
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		82





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: BR-01

Status: Conceptual

Project Name: Roland Ln LWC (E)

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 841,754	\$ -

### Problem Description:

Low water crossing on Roland Lane overtops during small rain events. A proposed subdivision to the north of the crossing will have two proposed detention ponds on the east and west side of the development. The east pond discharges to this culvert located west of Aztec Village Dr.

### Proposed Improvements:

Replace existing culverts with 3 - 12 ft. x 4 ft. box culverts and raise the road 3 ft. to pass the 25-yr event. The 100-yr event will need 4 - 12 ft. x 4 ft. box culverts with the road raised 3 ft.

Location



### O & M Impact:

As evidenced by the sediment at the existing culvert, proposed structure will need to be periodically cleaned to maintain the design capacity.

### Notes:

Project must be coordinated with future development planning.

Refer to proposed subdivision plans for proposed outfall structure to Roland Rd.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	4.7
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	2.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	1.3
5	Element of Comprehensive Plan	3.3
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		74.3



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: BR-02

Status: Conceptual

Project Name: Roland Ln LWC (W)

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 682,240	\$ -

### Problem Description:

Low water crossing on Roland Lane with no existing culvert underneath the roadway. A proposed subdivision to the north of the crossing will have two proposed detention ponds on the east and west side of the development. The west pond will discharge to a low point where existing drainage overtops with no culvert present during small rain events.

### Proposed Improvements:

Replace existing culverts with 2 - 12 ft. x 4 ft. box culverts and raise the road 3 ft. to pass the 25-yr event. The 100-yr event will need 3 - 12 ft. x 4ft. box culverts with the road raised 3 ft.

Location



### O & M Impact:

Proposed structure will need to be periodically cleaned to maintain the design capacity.

### Notes:

Project must be coordinated with future development planning.

Refer to proposed subdivision plans for proposed outfall structure to Roland Rd.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	4.7
5	Emergency Access 25 Year Storm	5.0
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	5.0
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	2.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	1.3
5	Element of Comprehensive Plan	3.3
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		72.7



# City of Kyle

## Drainage Master Plan

### Project Summary Information

11/06/2018

Project ID: BUN-01

Status: Conceptual

Project Name: Bunton Ln LWC (S)

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 617,908	\$ -

### Problem Description:

Low water crossing on Bunton Ln. with 3 - 30 in. existing culverts under the roadway. The crossing is overtopped by 1.5 ft. in the 2-yr storm as indicated by the hydraulic model.

### Proposed Improvements:

Replace existing culverts with a 60 ft. span bridge and raise the road 4.5 ft. to pass the 25-yr event. The 100-yr event will need a 60 ft. span bridge and raise the road 5 ft.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project contingent on future development of Grist Mill Rd.

Bunton Ln. crosses the stream in three locations within a short distance. Consider upgrading the entire road in the future combining projects. Proposed project cost based on the 25-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	2.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	2.7
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		72.7





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: BUN-02

Status: Conceptual

Project Name: Bunton Ln LWCs (C)

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 902,110	\$ -

### Problem Description:

Low Water Crossing on Bunton Lane with three 36" culverts under the roadway. The crossing is overtopped by 1.7 feet in the 2-yr storm as indicated by the hydraulic model.

### Proposed Improvements:

Replace existing culverts with a 60' span bridge and raise the road 3.5 feet to pass the 25-yr event. The 100-yr event will need a 60' span bridge and raise the road 4.5 feet.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project contingent on future development of Grist Mill Rd.

Bunton Ln. crosses the stream in three locations within a short distance. Consider upgrading the entire road in the future combining projects. Proposed project cost based on the 25-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	3.3
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	2.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	2.7
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		71.0



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: BUN-03

Status: Conceptual

Project Name: Bunton Ln LWC (N)

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 824,716	\$ -

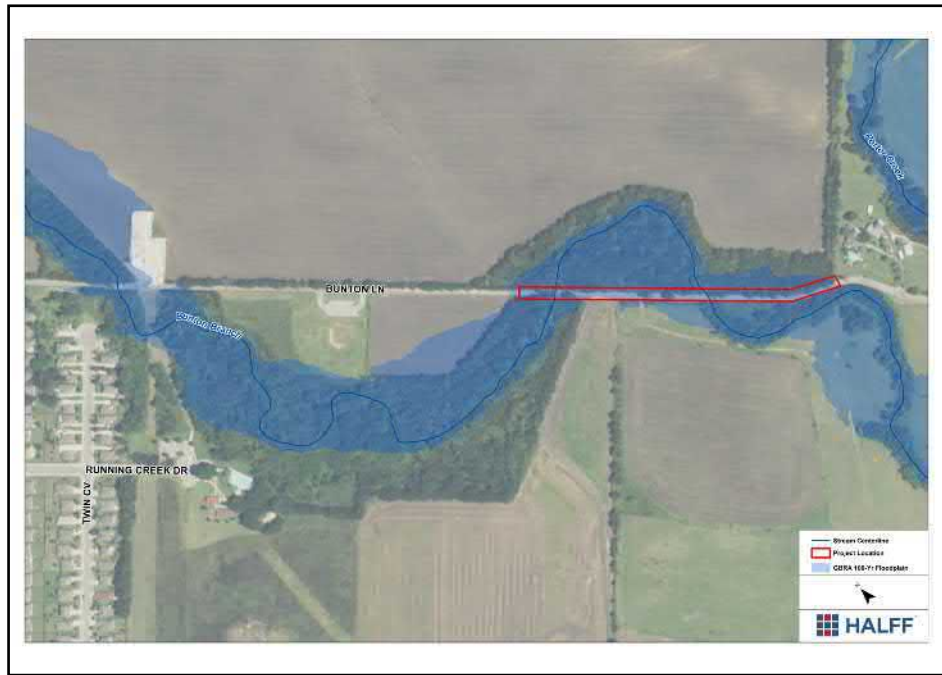
### Problem Description:

Low Water Crossing on Bunton Lane with a single 48 in. culvert under the roadway. The crossing is overtopped by 1.0 ft. in the 2-yr storm.

### Proposed Improvements:

Replace existing culverts with a 60 ft. span bridge and raise the road 3 ft. to pass the 25-yr event. The 100-yr event will need a 60 ft. span bridge and raise the road 4 ft.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project contingent on future development of Grist Mill Rd.

Bunton Ln. crosses the stream in three locations within a short distance. Consider upgrading the entire road in the future combining projects. Proposed project cost based on the 25-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	2.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	2.7
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		72.7



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: BUN-04

Status: Conceptual

Project Name: Goforth Rd LWC

Project Type: Crossing Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 287,870	\$ -

### Problem Description:

Low Water Crossing on Goforth Rd. with 4 - 36 in. culverts under the roadway 1.4 ft. during the 100-yr storm.

### Proposed Improvements:

Replace existing culverts with 3 - 10 ft. x 4ft. box culverts.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Proposed project cost based on the 100-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	4.7
5	Emergency Access 25 Year Storm	1.7
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	3.3
5	Beneficial Neighborhood Impacts	3.3
Total Weighted Point Score:		68.0



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: CFP-01

Status: Conceptual

Project Name: Quail Ridge Area

Project Type: Storm Drain Improvements

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 675,000	\$ -

### Problem Description:

Subdivision has undersized roadside ditches to convey runoff to offsite channels. The driveway and cross culverts are filled with silt and undersized to convey the design storms.

### Proposed Improvements:

Design of conveyance systems to 25-yr storm event Channel Conveyance.

15,100 LF internal (roadside) ditch – typ. 15 ft. top width, 1.8 ft. depth

3,900 LF external (perimeter) ditch – typ. 30 ft. top width, 2.5 ft. depth

Culverts

Driveway culverts – typically 18 in. culverts

Outfall 1 (nr. Post Rd.)– three 30 in. culverts

Outfall 2 (SE corner) – three 30 in. culverts

Location



### O & M Impact:

O&M requirements will include silt and debris removal from culverts and channel maintenance to include regular mowing and periodic silt removal.

### Notes:

Proposed project cost based on the 25-yr storm event.

Weight	Ranking Criteria	Score
7	Road Flooding & Mobility	2.3
5	Emergency Access 25 Year Storm	1.7
9	Number of Structures	6.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	1.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		71.7





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: CTR-01

Status: Conceptual

Project Name: Center Street

Project Type: Local Flooding

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,009,152	\$ -

### Problem Description:

Center Street roadside ditches and culverts are undersized to contain flow draining from both the north and south.

### Location



### Proposed Improvements:

Proposed storm sewer:

25-yr:

4 ft x 3 ft RCB from Ranger Dr to outfall

36" RCP from Old Stagecoach to Ranger Dr

18- 20 ft inlets

100-yr:

6 ft x 3 ft RCB from Ranger Dr to outfall

42" RCP from Old Stagecoach to Ranger Dr

18- 20 ft inlets

### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	4.7
5	Emergency Access 25 Year Storm	1.7
9	Number of Structures	6.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	1.0
5	Project Cost	3.3
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	5.0
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	2.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	2.7
5	Element of Comprehensive Plan	5.0
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		74.7

### Notes:

Funded in CIP FY20.

Proposed project cost based on the 25-yr storm event.





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: FPM-01  
Project Name: US Floodplains

Status: Conceptual  
Project Type: Modeling

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ -

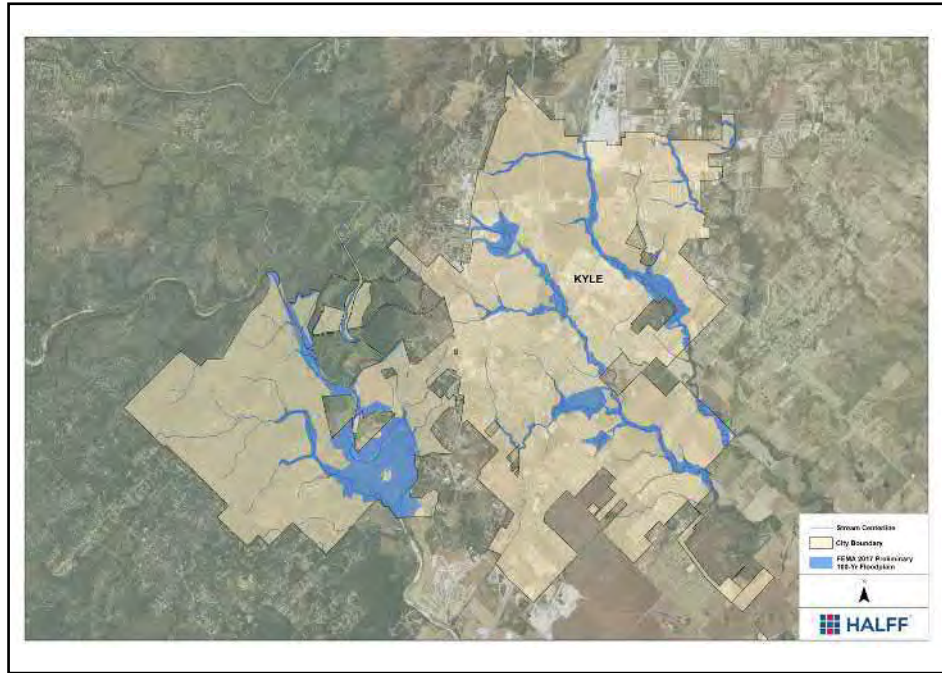
### Problem Description:

FEMA floodplains do not extend far enough upstream to provide coverage areas draining more than 50 acres per City Code.

### Proposed Improvements:

Create hydraulic stream models and floodplains (Zone A) for reaches upstream of existing FEMA floodplain limits to a point of 50 acres of drainage area. Stream Lengths are limited to those within the City limits.

Location



### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	9.0
6	Level of Drainage Service	6.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	5.0
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	1.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	3.3
5	Beneficial Neighborhood Impacts	3.3

Total Weighted Point Score:

69.3

### Notes:



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: FPM-02

Status: Conceptual

Project Name: FEMA LOMR

Project Type: Update Modeling

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -

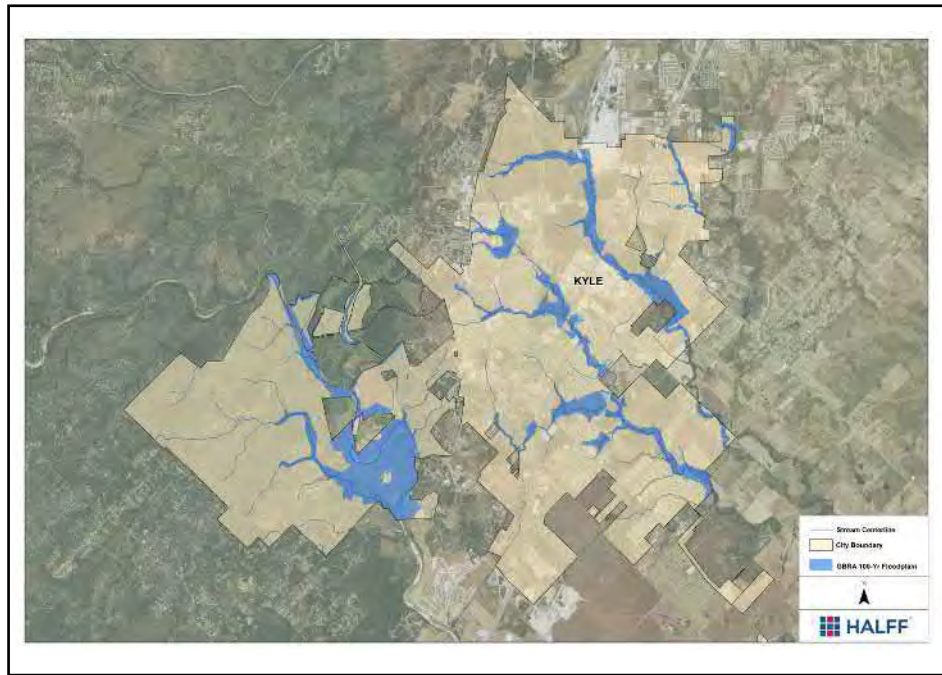
### Problem Description:

Floodplains developed under the GBRA Floodplain Study are not effective FEMA models within the City of Kyle.

### Proposed Improvements:

Prepare GBRA models and floodplains to be FEMA compliant and submit as a LOMR to have the data become the effective within the City of Kyle.

Location



### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	9.0
6	Level of Drainage Service	6.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	5.0
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	3.3
3	Time for Implementation	1.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	5.0
5	Beneficial Neighborhood Impacts	3.3
Total Weighted Point Score:		71.0

### Notes:



# City of Kyle

## Drainage Master Plan

### Project Summary Information

11/06/2018

Project ID: PCT1-01

Status: Conceptual

Project Name: Sweet Gum Erosion 1

Project Type: Erosion Stabilization

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,353	\$ -

### Problem Description:

Project area is located behind residences on Sweet Gum Dr. at the northern corner of Hometown Kyle Subdivision. The existing channel has been significantly eroded.

### Proposed Improvements:

Proposed armored channel to reduce additional channel erosion.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project should be considered in conjunction with Sweet Gum 2.

Weight	Ranking Criteria	Score
7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	3.0
6	Level of Drainage Service	2.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		59.3





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PCT1-02

Status: Conceptual

Project Name: Sweet Gum Erosion 2

Project Type: Erosion Stabilization

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -

### Problem Description:

Project area is located behind residences on Sweet Gum Drive in the northern corner of Hometown Kyle Subdivision. The existing channel has been significantly eroded.

### Proposed Improvements:

Proposed armored channel to reduce additional channel erosion.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project should be considered in conjunction with Sweet Gum 1.

Weight	Ranking Criteria	Score
7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	3.0
6	Level of Drainage Service	2.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		59.3



# City of Kyle

## Drainage Master Plan

### Project Summary Information

Project ID:

Status:

Project Name:

Project Type:

Fiscal Year Plan							
Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

### Problem Description:

Location

### Proposed Improvements:

### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	
5	Emergency Access 25 Year Storm	
9	Number of Structures	
6	Level of Drainage Service	
3	Mitigation Requirements	
5	Project Cost	
10	Funding Source	
5	Degree of Development Impact	
5	Economic Impact	
10	Water Quality Significance	
10	Impact to Environmental Features	
5	Ease of Permitting	
3	Time for Implementation	
3	Dependency on Other Projects	
4	Land and Easement Acquisition	
5	Element of Comprehensive Plan	
5	Beneficial Neighborhood Impacts	

Total Weighted Point Score:

### Notes:





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PCT4-03

Status: Conceptual

Project Name: Meyers St Drainage

Project Type: Roadside Ditch/Culvert

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,630	\$ -

### Problem Description:

Project is located along Meyers St. south of Third St. Roadside ditches along Third St. going southeast towards Meyers St. are under capacity. Flow is backing up at the culvert crossing at the east corner of Meyers St. and Third St.

### Proposed Improvements:

Roadside ditch improvements from southeast corner of Meyer St. and Third St. to the southern end of Meyer St., approximately 200 ft. Ditch will need to be widened and regraded to 4:1 side slope, with an overall top width of 7 ft.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project may consider additional stream channel grading and will need to avoid shallow WW line.  
Consider implementation with Sledge St. (PCT4-06) and Hitching Post (PCT4-01).

Proposed project cost based on the 100-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	2.3
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		65.7



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PCT4-04

Status: Conceptual

Project Name: S. Burleson St Drainage

Project Type: Roadside Ditch/Culvert

Fiscal Year Plan							
Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,955	\$ -

### Problem Description:

Project located off of Burleson St. south of South St. An existing network of roadside ditches and roadway culverts run along South St. going east towards Main St. Flow is backing up at the culvert crossing at the east corner of Burleson St. and South St., causing flooding to the neighborhood along Burleson St. south of South St..

### Proposed Improvements:

Roadside ditch improvements along from south Burleson St. to the east corner of Burleson St. and South St., approximately 330 ft. Ditch will need to be widened and regraded to 4:1 side slope, with an overall top width of 9 ft.

Location



### O & M Impact:

Remove obstructions and overgrown vegetation from storm drain network of existing roadside ditches leading to culverts, and downstream of culverts. Roadway culverts will need to be cleaned out.

### Notes:

Proposed project cost based on the 100-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	2.3
5	Emergency Access 25 Year Storm	1.7
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		67.3



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PCT4-05

Status: Conceptual

Project Name: Scott St LWC

Project Type: Channel/Culvert

## Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 566,130	\$ -

## Problem Description:

Offsite flow from the northwest overtops roadway and causes localized flooding. Undersized roadside ditches and insufficient drainage network does not allow for adequate routing of stormwater. Culverts under Scott St. are not capable of handling the existing flows to the structure.

## Proposed Improvements:

Road side ditch improvements along Scott St. from Hitching Post to the existing culvert crossing just east of Third St., approximately 1800 ft. Ditch will need to be widened and regraded to 4:1 side slopes, with an overall top width of 9 ft. The existing culvert will need to be replaced with a 60 ft. span bridge and raise the road 1 ft. to pass the 25-yr event. To pass the 100-yr event will need a 60 ft. span bridge and raise the road 2 ft.

Location



## O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

## Notes:

Consider this project to be implemented with Hitching Post (PCT4-01).

This alternative would include acquisition of additional ROW or drainage easement. Proposed project cost based on the 25-yr storm event.

## Weight

## Ranking Criteria

## Score

7	Road Flooding & Mobility	4.7
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		69.3





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PCT4-06

Status: Conceptual

Project Name: Sledge St LWC

Project Type: Channel/Culvert

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 566,128	\$ -

### Problem Description:

Low water crossing on Sledge St. with existing 2 - 4 ft. x 3 ft. box culverts under the roadway. The crossing is overtopped in the 2-yr storm as indicated by the hydraulic model.

### Proposed Improvements:

Replace existing culverts with a 60 ft. span bridge to pass the 25-yr event. The 100-yr event will need a 60 ft. span bridge and raise the road 0.5 ft.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic channel clearing.

### Notes:

Consider implementation in conjunction with Scott St. (PCT4-05), and Hitching Post (PCT4-01).

Proposed project cost based on the 25-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	2.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	2.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	2.7
5	Element of Comprehensive Plan	3.3
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		72.0



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PLU-01

Status: Conceptual

Project Name: FM 2770 near Barton MS

Project Type: Culvert

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 973,881	\$ -

### Problem Description:

The City identified three cross culverts along Jack C Hays Trail needing improvements due to overtopping: The North Culvert (two arch pipes existing), the Middle Culvert (two arch pipes existing), and the South Culvert (one arch pipe existing). The North Culvert is located approximately 800 ft. south of Kohlers Crossing. The Middle Culvert is located 500 ft. north of Meadow Woods Drive and the South Culvert is located approximately 600 ft. north of Johnny Hall Drive. These three culverts may pass flow between each during significant events.

### Proposed Improvements:

The north culvert has proposed 4 - 6 ft. x 4 ft. boxes for the 25-yr and 6 - 6 ft. x 4ft. boxes for the 100-yr. The middle culvert has proposed 4 - 6 ft. x ft.' boxes for the 25-yr and 6 - 6 ft. x 5 ft. boxes for the 100-yr. The south culvert has an already designed upgrade that is sufficient for the 100-yr.

### Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Refer to Memo dated October 24, 2017 sent to the City of Kyle for specific information on the proposed culverts analysis.

Project cost is based on 100-yr storm design.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	4.7
5	Emergency Access 25 Year Storm	1.7
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	3.3
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	5.0
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	1.7
3	Time for Implementation	2.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	5.0
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		73.7





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PLU-02

Status: Conceptual

Project Name: Steeplechase Park US Det Project Type: Channel Improvements

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,310,300	\$ -

### Problem Description:

Potentially nine (9) structures in the floodplain due to flooding from Plum Creek. Channel conveyance improvements are needed to decrease creek water surface elevations.

### Proposed Improvements:

Channel conveyance improvements by creating a channel bench through removal of existing detention ponds on the north east of Plum Creek. Adding this conveyance dropped the water surface up to 2.91 ft. (100-yr) and 2.89 ft. (25-yr).

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

The new NOAA Atlas 14 rainfall data should be considered prior to design. Proposed channel improvements should stay out of ordinary high water mark to minimize environmental permitting needs.

Proposed project cost based on the 100-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	2.3
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	9.0
6	Level of Drainage Service	6.0
3	Mitigation Requirements	3.0
5	Project Cost	1.7
10	Funding Source	10.0
5	Degree of Development Impact	3.3
5	Economic Impact	5.0
10	Water Quality Significance	6.7
10	Impact to Environmental Features	6.7
5	Ease of Permitting	5.0
3	Time for Implementation	1.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	1.3
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		74.0



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PLU-04

Status: Conceptual

Project Name: Isabel Ln Area

Project Type: Channel Improvements

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,381,440	\$ -

### Problem Description:

Seven (7) structures are within the GBRA floodplain. The structures do not lie within the previous effective floodplain.

### Proposed Improvements:

Channel benching on the left and right overbanks. The results lowered the WSEL enough to bring the structures out of the floodplain.

Location



### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	6.0
6	Level of Drainage Service	6.0
3	Mitigation Requirements	3.0
5	Project Cost	3.3
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	10.0
10	Impact to Environmental Features	6.7
5	Ease of Permitting	3.3
3	Time for Implementation	1.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		63.0

### Notes:

Proposed channel improvements should stay out of ordinary high water mark to minimize environmental permitting needs.

Proposed project cost based on the 100-yr storm event.



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: POR-01

Status: Conceptual

Project Name: Cotton Gin Rd Area

Project Type: Buyouts

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 780,000	\$ -

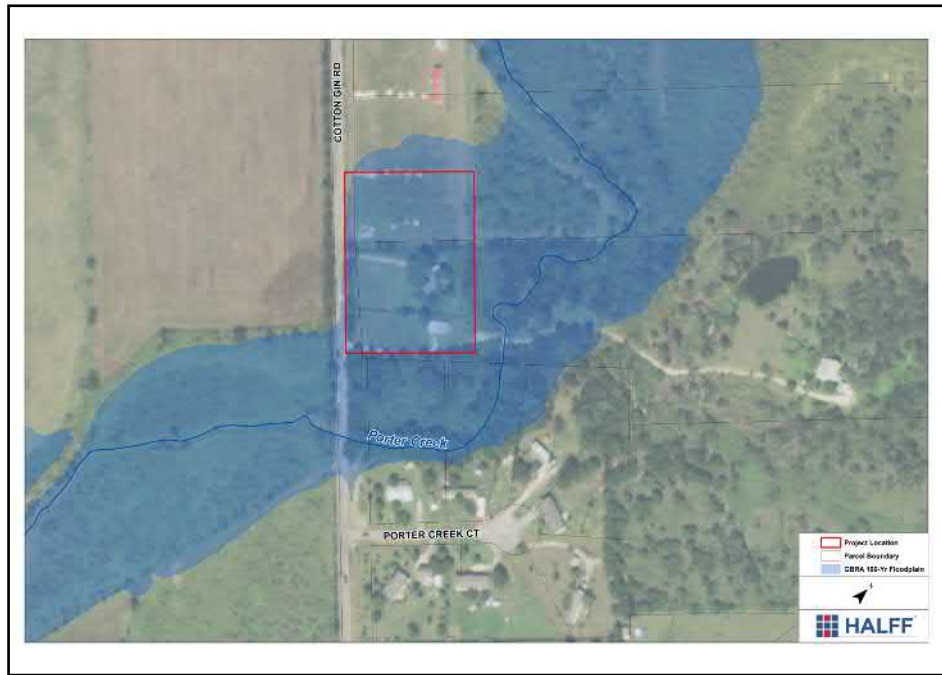
### Problem Description:

Three structures are within the GBRA floodplain and the existing effective FEMA floodplain.

### Proposed Improvements:

Channel improvements were evaluated but too costly. Buyouts would be necessary to remove these structures from the floodplain.

Location



### O & M Impact:

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	0.0
5	Emergency Access 25 Year Storm	0.0
9	Number of Structures	6.0
6	Level of Drainage Service	6.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	10.0
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	1.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	2.7
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	3.3
Total Weighted Point Score:		70.0

### Notes:

Project is within Hays County jurisdiction.

Cost based on appraisal district evaluation.





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PST-01

Status: Conceptual

Project Name: Live Oak St Drainage

Project Type: Channel

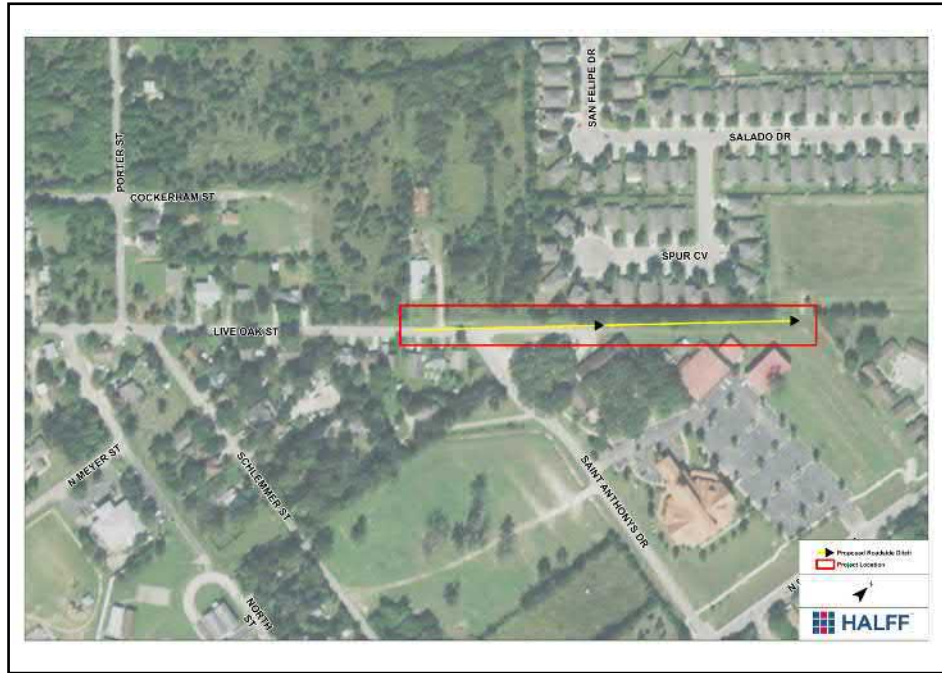
### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,700	\$ -

### Problem Description:

Runoff from the northwest floods Live Oak Street at St. Anthony's church.

### Location



### Proposed Improvements:

Roadside ditch improvements along Live Oak St. from Porter St. to the channel outfall, approximately 965 ft. Ditch will need to be widened and regraded to 3:1 side slope, with a bottom width of 9 ft., and a depth of 2 ft.

### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Refer to N. Burleson St. Improvements Flood Mitigation Alternatives Memo dated, July 6, 2105 by Freese and Nichols for detailed info on detention ponds and related proposed infrastructure.

Proposed project cost based on the 100-yr storm event.

Weight	Ranking Criteria	Score
7	Road Flooding & Mobility	2.3
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	6.0
3	Mitigation Requirements	2.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	5.0
5	Economic Impact	5.0
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		73.3



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PST-02

Status: Conceptual

Project Name: RR near Deleon St

Project Type: Culvert

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527,000	\$ -

### Problem Description:

Culverts at railroad crossing east of Moreno St are undersized causing flooding at the road and adjacent properties

### Location



### Proposed Improvements:

Proposed improvements will require an additional 4 - 33 in. steel culverts to be jack and bored underneath existing railroad to pass the 25-yr storm event. An additional 2 - 33 in. steel culverts (six total) will be needed to pass the 100-yr storm event.

### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

Drainage channels behind homes will need to be maintenance from railroad.

### Notes:

Project to be implemented with Jose Addition (PST-03).

Coordination and potential permitting require by railroad.

Proposed project cost based on the 25-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	2.3
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	6.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	1.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	1.7
3	Time for Implementation	2.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	2.7
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		64.3





# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: PST-03

Status: Conceptual

Project Name: Jose Addition

Project Type: Channel Improvements

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,663	\$ -

### Problem Description:

Channel runoff along railroad backs up onto street and residences along DeLeon St., Tenerio St., Selvera St., and Moreno St.

Location

### Proposed Improvements:

Proposed improvements include regrading 440 ft. of ditch along DeLeon St. to provide adequate conveyance. Ditch size will be 2 ft. deep with 6:1 side slopes.



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Project to be implemented with DeLeon (PST-02).

Coordination and potential permitting require by railroad.

Proposed project cost based on the 25-yr storm event.

### Weight

### Ranking Criteria

### Score

7	Road Flooding & Mobility	2.3
5	Emergency Access 25 Year Storm	1.7
9	Number of Structures	6.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	3.0
5	Project Cost	5.0
10	Funding Source	3.3
5	Degree of Development Impact	3.3
5	Economic Impact	3.3
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	1.7
3	Time for Implementation	2.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	4.0
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		64.0



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: RIC-01

Status: Conceptual

Project Name: Windy Hill LWC

Project Type: Culvert Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,600	\$ -

### Problem Description:

Low water crossing on Windy Hill Rd. The existing conditions indicate there are 2 - 7 ft. x 3 ft. box culverts under the roadway. The roadway crossing is overtopped by 0.5 ft. beginning with the 2-yr storm.

### Proposed Improvements:

Replace existing culverts with 5 - 10 ft. x 6 ft. box culverts to pass the 25-yr event. The 100-yr event will need a 60 ft. span bridge and raise the road 2 ft.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Proposed project cost based on the 25-yr storm event.

### Weight

### Ranking Criteria:

### Score

7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	5.0
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	2.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	5.0
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	2.0
3	Dependency on Other Projects	1.0
4	Land and Easement Acquisition	1.3
5	Element of Comprehensive Plan	5.0
5	Beneficial Neighborhood Impacts To	5.0
Total Weighted Point Score:		78.7



# City of Kyle Drainage Master Plan

## Project Summary Information

11/06/2018

Project ID: RIC-02

Status: Conceptual

Project Name: Kelly Smith Ln

Project Type: Culvert Improvement

### Fiscal Year Plan

Prior Years	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Future	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 368,400	\$ -

### Problem Description:

Low Water Crossing on Kelly Smith has a single 48 in. culvert under the roadway. The roadway crossing overtops during the 2-yr storm.

### Proposed Improvements:

Replace existing culverts with 4 - 10 ft. x 4 ft. box culverts and raise the road 1.5 ft. to pass the 25-yr event. The 100-yr event will need 4 - 10 ft. x 5 ft. box culverts with the road raised 2.5 ft.

Location



### O & M Impact:

O & M will require regular maintenance to include mowing and periodic silt removal.

### Notes:

Consider implementation of this project with Windy Hill LWC (RIC-01).

Existing culverts elevations and roadway deck elevations were approximated based on existing terrain data. Proposed project cost based on the 25-yr storm event.

Weight	Ranking Criteria	Score
7	Road Flooding & Mobility	7.0
5	Emergency Access 25 Year Storm	3.3
9	Number of Structures	3.0
6	Level of Drainage Service	4.0
3	Mitigation Requirements	1.0
5	Project Cost	5.0
10	Funding Source	6.7
5	Degree of Development Impact	5.0
5	Economic Impact	5.0
10	Water Quality Significance	6.7
10	Impact to Environmental Features	10.0
5	Ease of Permitting	5.0
3	Time for Implementation	3.0
3	Dependency on Other Projects	3.0
4	Land and Easement Acquisition	1.3
5	Element of Comprehensive Plan	1.7
5	Beneficial Neighborhood Impacts	5.0
Total Weighted Point Score:		75.7

**Appendix D**  
**OPINION OF PROBABLE**  
**CONSTRUCTION COST ESTIMATES**



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: ABT-01 Dacy Lane**  
**Proposed 25 Year Alternative**

DATE: 10-May-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 23,686
2	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 15,791
3	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
4	Channel Excavation	234	CY	\$ 15.00	\$ 3,510
5	Embankment (easy)	1,013	CY	\$ 15.00	\$ 15,195
6	Concrete Box Culverts - 3 x 3	145	LF	\$ 149.00	\$ 21,605
7	Wingwall - Small <5ft.	2	EA	\$ 7,000.00	\$ 14,000
8	HMAC Remove and Replace	1,228	SY	\$ 50.00	\$ 61,400
9	Culvert Removal	58	LF	\$ 20.00	\$ 1,160
10	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
11	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
12	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
13	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
14	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
15	Trench Safety Protection	145	LF	\$ 3.00	\$ 435

**Subtotal** \$ **157,905**

**Contingency 30%** \$ **47,371.50**

**Total Probable Construction Cost** \$ **244,753**

Design Engineering 15% \$36,712.91

Environmental Permitting 10% \$24,475.28

**TOTAL PROJECT COST** \$ **305,941**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.





**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: ABT-01 Dacy Lane**  
**Proposed 100 Year Alternative**

DATE: 10-May-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
-----	---------------------	--------------------	------	------------	----------------

1	Mobilization	1	LS	15%	\$ 25,258
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 16,839
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	345	CY	\$ 15.00	\$ 5,175
8	Embankment (easy)	1,013	CY	\$ 15.00	\$ 15,195
14	Concrete Box Culverts - 3 x 3	203	LF	\$ 149.00	\$ 30,247
28	Wingwall - Small <5ft.	2	EA	\$ 7,000.00	\$ 14,000
32	HMAC Remove and Replace	1,228	SY	\$ 50.00	\$ 61,400
32	Culvert Removal	58	LF	\$ 20.00	\$ 1,160
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	203	LF	\$ 3.00	\$ 609

**Subtotal \$ 168,386**

**Contingency 30% \$ 50,516**

**Total Probable Construction Cost \$ 260,998**

Design Engineering 15% \$39,149.75

Environmental Permitting 10% \$26,099.83

**TOTAL PROJECT COST \$ 326,248**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: AND-01 Dove Ln Homes**  
**Proposed Alternative**

DATE: 21-May-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Property Buyouts	1	LS	\$ 763,875	\$ 763,875

**Subtotal** \$ 763,875

**Contingency** 30% \$ 229,163

**Total Probable Construction Cost** \$ 993,038

Design Engineering 15% \$148,955.63

Environmental Permitting 10% \$99,303.75

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**TOTAL PROJECT COST** \$ 1,241,297

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BCT1-01 Bebee Rd**  
**Proposed 25 Year Alternative**

DATE: 10-May-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 8,544
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 5,696
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	412	CY	\$ 15.00	\$ 6,180
14	Concrete Box Culverts - 5 x 5	240	LF	\$ 300.00	\$ 72,000
32	HMAC Remove and Replace	156	SY	\$ 50.00	\$ 7,800
32	Culvert Removal	78	LF	\$ 20.00	\$ 1,560
32	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	60	LF	\$ 50.00	\$ 3,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	240	LF	\$ 3.00	\$ 720
50	Wingwall - Large > 5ft	2	EA	\$ 30,000.00	\$ 60,000
	<b>Subtotal</b>				<b>\$ 189,860</b>

**Contingency 30% \$ 56,958**

**Total Probable Construction Cost \$ 261,058**

Design Engineering 15% \$39,158.63  
Environmental Permitting 10% \$26,105.75

**TOTAL PROJECT COST \$ 326,322**

Since the of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein of determ are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design are to be professional familiar with the construction industry. However, the design professional can not and does not guarantee that professor proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes proposals greater assurance as to the construction cost, he shall employ an independent cost estimator. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BCT1-01 Bebee Rd**  
**Proposed 100 Year Alternative**

DATE: 10-May-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
-----	---------------------	--------------------	------	------------	----------------

1	Mobilization	1	LS	15%	\$ 32,650
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 21,767
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	412	CY	\$ 15.00	\$ 6,180
8	Embankment (easy)	407	CY	\$ 15.00	\$ 6,105
14	Concrete Box Culverts - 5 x 5	240	LF	\$ 300.00	\$ 72,000
32	HMAC Remove and Replace	610	SY	\$ 50.00	\$ 30,500
32	Culvert Removal	78	LF	\$ 20.00	\$ 1,560
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	60	LF	\$ 50.00	\$ 3,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	240	LF	\$ 3.00	\$ 720
50	Wingwall - Large >5ft	2	EA	\$ 30,000.00	\$ 60,000
				<b>Subtotal</b>	<b>\$ 217,665</b>

**Contingency 30% \$ 65,300**

**Total Probable Construction Cost \$ 337,381**

Design Engineering 15% \$50,607.11

Environmental Permitting 10% \$33,738.08

**TOTAL PROJECT COST \$ 421,726**

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**City of Kyle  
Drainage Master Plan  
Problem Area: BR-01 Roland Ln LWC (East)  
Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 65,168
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 43,445.50
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	789	CY	\$ 15.00	\$ 11,835
8	Embankment (easy)	2,592	CY	\$ 15.00	\$ 38,880
14	Concrete Box Culverts - 12 x 4	180	LF	\$ 500.00	\$ 90,000
32	HMAC Remove and Replace	2,592	SY	\$ 50.00	\$ 129,600
32	Culvert Removal	100	LF	\$ 20.00	\$ 2,000
32	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	60	LF	\$ 50.00	\$ 3,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	180	LF	\$ 3.00	\$ 540
50	Wingwall - Large >5ft	4	EA	\$ 30,000.00	\$ 120,000
<b>Subtotal</b>					<b>\$ 434,455</b>

**Contingency 30% \$ 130,337**

**Total Probable Construction Cost \$ 673,405**

Design Engineering 15% \$101,010.79  
Environmental Permitting 10% \$67,340.53

**TOTAL PROJECT COST \$ 841,757**

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**City of Kyle  
Drainage Master Plan  
Problem Area: BR-01 Roland Ln LWC (East)  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 70,550.25
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 47,034
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	1,089	CY	\$ 15.00	\$ 16,335
8	Embankment (easy)	2,592	CY	\$ 15.00	\$ 38,880
14	Concrete Box Culverts - 12 x 4	240	LF	\$ 500.00	\$ 120,000
32	HMAC Remove and Replace	2,592	SY	\$ 50.00	\$ 129,600
32	Culvert Removal	100	LF	\$ 20.00	\$ 2,000
32	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	84	LF	\$ 50.00	\$ 4,200
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	240	LF	\$ 3.00	\$ 720
50	Wingwall - Large >5ft	4	EA	\$ 30,000.00	\$ 120,000
<b>Subtotal</b>					<b>\$ 470,335</b>

**Contingency 30% \$ 141,101**

**Total Probable Construction Cost \$ 729,019**

Design Engineering 15% \$109,352.89  
Environmental Permitting 10% \$72,901.93

**TOTAL PROJECT COST \$ 911,274**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BR-02 Roland Ln LWC (West)**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 60,641
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 40,427.50
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	789	CY	\$ 15.00	\$ 11,835
8	Embankment (easy)	2,592	CY	\$ 15.00	\$ 38,880
14	Concrete Box Culverts - 12 x 4	120	LF	\$ 500.00	\$ 60,000
32	HMAC Remove and Replace	2,592	SY	\$ 50.00	\$ 129,600
32	Culvert Removal	100	LF	\$ 20.00	\$ 2,000
32	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	60	LF	\$ 50.00	\$ 3,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	120	LF	\$ 3.00	\$ 360
50	Wingwall - Large >5ft	4	EA	\$ 30,000.00	\$ 120,000
<b>Subtotal</b>					<b>\$ 404,275</b>

**Contingency 30% \$ 121,283**

**Total Probable Construction Cost \$ 626,626**

Design Engineering 15% \$93,993.94  
Environmental Permitting 10% \$62,662.63

**TOTAL PROJECT COST \$ 783,283**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BR-02 Roland Ln LWC (West)**  
**Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	Mobilization	1	LS	15%	\$ 66,023.25
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 44,016
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	1,089	CY	\$ 15.00	\$ 16,335
8	Embankment (easy)	2,592	CY	\$ 15.00	\$ 38,880
14	Concrete Box Culverts - 12 x 4	180	LF	\$ 500.00	\$ 90,000
32	HMAC Remove and Replace	2,592	SY	\$ 50.00	\$ 129,600
32	Culvert Removal	100	LF	\$ 20.00	\$ 2,000
32	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	84	LF	\$ 50.00	\$ 4,200
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	180	LF	\$ 3.00	\$ 540
50	Wingwall - Large >5ft	4	EA	\$ 30,000.00	\$ 120,000
<b>Subtotal</b>					<b>\$ 440,155</b>
<b>Contingency 30%</b>					<b>\$ 132,047</b>
<b>Total Probable Construction Cost</b>					<b>\$ 682,240</b>
Design Engineering 15%					\$102,336.04
Environmental Permitting 10%					\$68,224.03
<b>TOTAL PROJECT COST</b>					<b>\$ 852,800</b>

Since the of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein of determ are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design are to be professional familiar with the construction industry. However, the design professional can not and does not guarantee that profession proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes proposals greater assurance as to the construction cost, he shall employ an independent cost estimator. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BUN-01 Bunton Ln LWC (S)**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 47,838
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 31,892
8	Embankment (easy)	2,652	CY	\$ 15.00	\$ 39,780
32	HMAC Remove and Replace	1,768	SY	\$ 50.00	\$ 88,400
32	Culvert Removal	87	LF	\$ 20.00	\$ 1,740
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,440	SF	\$ 110.00	\$ 158,400

**Subtotal** **\$ 318,920**

**Contingency 30%** **\$ 95,676.00**

**Total Probable Construction Cost** **\$ 494,326**

Design Engineering 15% \$74,148.90  
Environmental Permitting 10% \$49,432.60

**TOTAL PROJECT COST** **\$ 617,908**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BUN-01 Bunton Ln LWC (S)**  
**Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 52,066
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 34,711
8	Embankment (easy)	2,947	CY	\$ 15.00	\$ 44,205
32	HMAC Remove and Replace	1,768	SY	\$ 50.00	\$ 88,400
32	Culvert Removal	87	LF	\$ 20.00	\$ 1,740
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,656	SF	\$ 110.00	\$ 182,160

**Subtotal** **\$ 347,105**

**Contingency 30%** **\$ 104,131.50**

**Total Probable Construction Cost** **\$ 538,013**

Design Engineering 15% \$80,701.91  
Environmental Permitting 10% \$53,801.28

**TOTAL PROJECT COST** **\$ 672,516**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BUN-02 Bunton Ln LWC (C)**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 69,841
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 46,561
8	Embankment (easy)	12,319	CY	\$ 15.00	\$ 184,785
32	HMAC Remove and Replace	1,826	SY	\$ 50.00	\$ 91,300
32	Culvert Removal	26	LF	\$ 20.00	\$ 520
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,440	SF	\$ 110.00	\$ 158,400

**Subtotal \$ 465,605**

**Contingency 30% \$ 139,681.50**

**Total Probable Construction Cost \$ 721,688**

Design Engineering 15% \$108,253.16  
Environmental Permitting 10% \$72,168.78

**TOTAL PROJECT COST \$ 902,110**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BUN-02 Bunton Ln LWC (C)**  
**Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 83,887
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 55,925
8	Embankment (easy)	16,435	CY	\$ 15.00	\$ 246,525
32	HMAC Remove and Replace	1,826	SY	\$ 50.00	\$ 91,300
32	Culvert Removal	26	LF	\$ 20.00	\$ 520
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,730	SF	\$ 110.00	\$ 190,300

**Subtotal** **\$ 559,245**

**Contingency 30%** **\$ 167,773.50**

**Total Probable Construction Cost** **\$ 866,830**

Design Engineering 15% \$130,024.46  
Environmental Permitting 10% \$86,682.98

**TOTAL PROJECT COST** **\$ 1,083,537**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BUN-03 Bunton Ln LWC (N)**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 63,849
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 42,566
8	Embankment (easy)	10,266	CY	\$ 15.00	\$ 153,990
32	HMAC Remove and Replace	1,643	SY	\$ 50.00	\$ 82,150
32	Culvert Removal	26	LF	\$ 20.00	\$ 520
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,440	SF	\$ 110.00	\$ 158,400

**Subtotal** **\$ 425,660**

**Contingency 30% \$ 127,698.00**

**Total Probable Construction Cost \$ 659,773**

Design Engineering 15% \$98,965.95

Environmental Permitting 10% \$65,977.30

**TOTAL PROJECT COST \$ 824,716**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle  
Drainage Master Plan  
Problem Area: BUN-03 Bunton Ln LWC (N)  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 75,119
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 50,079
8	Embankment (easy)	13,148	CY	\$ 15.00	\$ 197,220
32	HMAC Remove and Replace	1,643	SY	\$ 50.00	\$ 82,150
32	Culvert Removal	26	LF	\$ 20.00	\$ 520
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,730	SF	\$ 110.00	\$ 190,300

<b>Subtotal</b>	<b>\$ 500,790</b>
<b>Contingency 30%</b>	<b>\$ 150,237.00</b>
<b>Total Probable Construction Cost</b>	<b>\$ 776,225</b>

Design Engineering	15%	\$116,433.68
Environmental Permitting	10%	\$77,622.45

<b>TOTAL PROJECT COST</b>	<b>\$ 970,281</b>
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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: BUN-04 Goforth Rd LWC**  
**Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 22,286
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 14,857
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	412	CY	\$ 15.00	\$ 6,180
14	Concrete Box Culverts - 10 x 4	78	LF	\$ 400.00	\$ 31,200
32	HMAC Remove and Replace	156	SY	\$ 50.00	\$ 7,800
32	Culvert Removal	78	LF	\$ 20.00	\$ 1,560
32	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	60	LF	\$ 50.00	\$ 3,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	78	LF	\$ 3.00	\$ 234
50	Wingwall - Large >5ft	2	EA	\$ 30,000.00	\$ 60,000
<b>Subtotal</b>					<b>\$ 148,574</b>
<b>Contingency 30%</b>					<b>\$ 44,572</b>

**Total Probable Construction Cost \$ 230,290**

Design Engineering 15% \$34,543.46  
Environmental Permitting 10% \$23,028.97

**TOTAL PROJECT COST \$ 287,862**

Since the of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein of determi are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design are to be r professional familiar with the construction industry. However, the design professional can not and does not guarantee that professor proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes proposals greater assurance as to the construction cost, he shall employ an independent cost estimator. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.





**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: CFP-01 Quail Ridge Area**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 52,256
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 34,837
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	15,756	CY	\$ 15.00	\$ 236,340
24	RCP - 30"	198	LF	\$ 80.00	\$ 15,840
29	Headwall - Large > 3ft.	4	EA	\$ 12,000.00	\$ 48,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	200	LF	\$ 50.00	\$ 10,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	198	LF	\$ 3.00	\$ 594

**Subtotal \$ 348,374**

**Contingency 30% \$ 104,512**

**Total Probable Construction Cost \$ 539,980**

Design Engineering 15% \$80,996.96

Environmental Permitting 10% \$53,997.97

**TOTAL PROJECT COST \$ 674,975**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle  
Drainage Master Plan  
Problem Area: CTR-01 Center St  
Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 26,421
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 17,614
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
15	Concrete Box Culverts - 4 x 3	815	LF	\$ 270.00	\$ 220,050
24	RCP - 36"	1,318	LF	\$ 105.00	\$ 138,390
28	Junction Box (6ft. X 6ft.)	1	EA	\$ 7,000.00	\$ 7,000
28	20 ft. Curb Inlet	18	EA	\$ 10,000.00	\$ 180,000
32	Culvert Removal	65	LF	\$ 20.00	\$ 1,300
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Erosion Logs (Install/Remove)	360	LF	\$ 5.00	\$ 1,800
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	1	LF	\$ 3.00	\$ 3

**Subtotal \$ 587,143**

**Contingency 30% \$ 176,143**

**Total Probable Construction Cost \$ 807,322**

Design Engineering 15% \$121,098.24  
Environmental Permitting 10% \$80,732.16

**TOTAL PROJECT COST \$ 1,009,152**

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**City of Kyle  
Drainage Master Plan  
Problem Area: CTR-01 Center St  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	Mobilization	1	LS	15%	\$ 30,456
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 20,304
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
15	Concrete Box Culverts - 6 x 3	815	LF	\$ 380.00	\$ 309,700
24	RCP - 42"	1,318	LF	\$ 105.00	\$ 138,390
28	Junction Box (8ft. X 8ft.)	1	EA	\$ 7,000.00	\$ 7,000
28	20 ft. Curb Inlet	18	EA	\$ 10,000.00	\$ 180,000
32	Culvert Removal	65	LF	\$ 20.00	\$ 1,300
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Erosion Logs (Install/Remove)	360	LF	\$ 5.00	\$ 1,800
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	1	LF	\$ 3.00	\$ 3

**Subtotal \$ 676,793**

**Contingency 30% \$ 203,038**

**Total Probable Construction Cost \$ 930,590**

Design Engineering 15% \$139,588.56  
Environmental Permitting 10% \$93,059.04

**TOTAL PROJECT COST \$ 1,163,238**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: FPM-01 Upstream Floodplains**

DATE: 29-Jun-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Stream Modeling	45	per mile	\$ 2,000.00	\$ 90,000

**Subtotal** \$ -

**Contingency** 30% \$ -

**Total Probable Construction Cost** \$ 90,000

Design Engineering 0% \$0.00

Environmental Permitting 0% \$0.00

**TOTAL PROJECT COST** \$ 90,000

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City of Kyle  
Drainage Master Plan  
Problem Area: FPM-02 FEMA LOMR

DATE: 29-Jun-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	LOMR submittal	1	LS	\$ 150,000.00	\$ 150,000

**Subtotal** \$ -

**Contingency** 30% \$ -

**Total Probable Construction Cost** \$ 150,000

Design Engineering 0% \$0.00

Environmental Permitting 0% \$0.00

**TOTAL PROJECT COST** \$ 150,000

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City of Kyle  
Drainage Master Plan  
Problem Area: PCT1-01 Sweet Gum Erosion 1

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 4,673
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 3,115
2	Concrete Riprap (5 in)	89	CY	\$ 350.00	\$ 31,150

**Subtotal** \$ 31,150

**Contingency** 30% \$ 9,345.00

**Total Probable Construction Cost** \$ 48,283

Design Engineering 15% \$7,242.38

Environmental Permitting 10% \$4,828.25

**TOTAL PROJECT COST** \$ 60,353

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



City of Kyle  
Drainage Master Plan  
Problem Area: PCT1-02 Sweet Gum Erosion 2

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 6,193.80
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 4,129.20
2	Concrete Riprap (5 in)	124	CY	\$ 333.00	\$ 41,292

**Subtotal** \$ 41,292

**Contingency** 30% \$ 12,387.60

**Total Probable Construction Cost** \$ 64,003

Design Engineering 15% \$9,600.39

Environmental Permitting 10% \$6,400.26

**TOTAL PROJECT COST** \$ 80,003

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PCT4-01 Hitching Post**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 19,937.25
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 13,291.50
6	Clearing and Grubbing	2.0	AC	\$ 10,000.00	\$ 20,000
7	Channel Excavation	120	CY	\$ 15.00	\$ 1,800
21	RCP - 24"	255	LF	\$ 80.00	\$ 20,400
21	RCP - 36"	328	LF	\$ 125.00	\$ 41,000
21	4-way Inlet	2	EA	\$ 6,400.00	\$ 12,800
21	Manhole	1	EA	\$ 4,500.00	\$ 4,500
32	HMAC Remove and Replace	45	SY	\$ 50.00	\$ 2,250
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	255	LF	\$ 3.00	\$ 765

**Subtotal** **\$ 132,915**

**Contingency 30%** **\$ 39,875**

**Total Probable Construction Cost** **\$ 206,018**

Design Engineering 15% \$30,902.74  
Environmental Permitting 10% \$20,601.83

**TOTAL PROJECT COST** **\$ 257,523**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that



**City of Kyle  
Drainage Master Plan  
Problem Area: PCT4-01 Hitching Post  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 20,939
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 13,959
6	Clearing and Grubbing	2.0	AC	\$ 10,000.00	\$ 20,000
7	Channel Excavation	140	CY	\$ 15.00	\$ 2,100
21	RCP - 30"	255	LF	\$ 105.00	\$ 26,775
21	RCP - 36"	328	LF	\$ 125.00	\$ 41,000
21	4-way Inlet	2	EA	\$ 6,400.00	\$ 12,800
21	Manhole	1	EA	\$ 4,500.00	\$ 4,500
32	HMAC Remove and Replace	45	SY	\$ 50.00	\$ 2,250
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	255	LF	\$ 3.00	\$ 765

<b>Subtotal</b>	<b>\$</b>	<b>139,590</b>
<b>Contingency 30%</b>	<b>\$</b>	<b>41,877</b>
<b>Total Probable Construction Cost</b>	<b>\$</b>	<b>216,365</b>

Design Engineering	15%	\$32,454.68
Environmental Permitting	10%	\$21,636.45
<b>TOTAL PROJECT COST</b>		<b>\$ 270,456</b>

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PCT4-03 Meyers St Drainage**  
**Proposed 10 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 5,844
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 3,896
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	24	CY	\$ 15.00	\$ 360
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal** **\$ 38,960**

**Contingency 30% \$ 11,688**

**Total Probable Construction Cost \$ 60,388**

Design Engineering 15% \$9,058.20  
Environmental Permitting 10% \$6,038.80

**TOTAL PROJECT COST \$ 75,485**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professor professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater as greater assurance as to the construction cost, he shall employ an independent cost estimator.





**City of Kyle  
Drainage Master Plan  
Problem Area: PCT4-03 Meyers St Drainage  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 5,855
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 3,904
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	29	CY	\$ 15.00	\$ 435
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal \$ 39,035**

**Contingency 30% \$ 11,711**

**Total Probable Construction Cost \$ 60,504**

Design Engineering 15% \$9,075.64

Environmental Permitting 10% \$6,050.43

**TOTAL PROJECT COST \$ 75,630**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PCT4-04 S. Burleson St Drainage**  
**Proposed 10 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 5,948
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 3,965
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	70	CY	\$ 15.00	\$ 1,050
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal** **\$ 39,650**

**Contingency 30% \$ 11,895**

**Total Probable Construction Cost \$ 61,458**

Design Engineering 15% \$9,218.63  
Environmental Permitting 10% \$6,145.75

**TOTAL PROJECT COST \$ 76,822**

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**City of Kyle  
Drainage Master Plan  
Problem Area: PCT4-04 S. Burleson St Drainage  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 6,035
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 4,024
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	109	CY	\$ 15.00	\$ 1,635
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	20	LF	\$ 50.00	\$ 1,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal \$ 40,235**

**Contingency 30% \$ 12,071**

**Total Probable Construction Cost \$ 62,364**

Design Engineering 15% \$9,354.64  
Environmental Permitting 10% \$6,236.43

**TOTAL PROJECT COST \$ 77,955**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PCT4-05 Scott St LWC**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 43,829
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 29,220
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	1,411	CY	\$ 15.00	\$ 21,165
8	Embankment (easy)	432	CY	\$ 15.00	\$ 6,480
32	HMAC Remove and Replace	1,295	SY	\$ 50.00	\$ 64,750
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,440	SF	\$ 110.00	\$ 158,400

**Subtotal** **\$ 292,195**

**Contingency 30%** **\$ 87,659**

**Total Probable Construction Cost** **\$ 452,902**

Design Engineering 15% \$67,935.34  
Environmental Permitting 10% \$45,290.23

**TOTAL PROJECT COST** **\$ 566,128**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle  
Drainage Master Plan  
Problem Area: PCT4-05 Scott St LWC  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	Mobilization	1	LS	15%	\$ 51,956
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 34,637
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	2,166	CY	\$ 15.00	\$ 32,490
8	Embankment (easy)	548	CY	\$ 15.00	\$ 8,220
32	HMAC Remove and Replace	1,642	SY	\$ 50.00	\$ 82,100
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,656	SF	\$ 110.00	\$ 182,160

<b>Subtotal</b>		<b>\$ 346,370</b>
<b>Contingency</b>	<b>30%</b>	<b>\$ 103,911</b>
<b>Total Probable Construction Cost</b>		<b>\$ 536,874</b>

Design Engineering	15%	\$80,531.03
Environmental Permitting	10%	\$53,687.35

<b>TOTAL PROJECT COST</b>		<b>\$ 671,092</b>
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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PCT4-06 Sledge St LWC**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 43,829
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 29,220
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	1,411	CY	\$ 15.00	\$ 21,165
8	Embankment (easy)	432	CY	\$ 15.00	\$ 6,480
32	HMAC Remove and Replace	1,295	SY	\$ 50.00	\$ 64,750
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,440	SF	\$ 110.00	\$ 158,400

**Subtotal** **\$ 292,195**

**Contingency 30% \$ 87,659**

**Total Probable Construction Cost \$ 452,902**

Design Engineering 15% \$67,935.34  
Environmental Permitting 10% \$45,290.23

**TOTAL PROJECT COST \$ 566,128**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



**City of Kyle  
Drainage Master Plan  
Problem Area: PCT4-06 Sledge St LWC  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	Mobilization	1	LS	15%	\$ 51,956
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 34,637
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	2,166	CY	\$ 15.00	\$ 32,490
8	Embankment (easy)	548	CY	\$ 15.00	\$ 8,220
32	HMAC Remove and Replace	1,642	SY	\$ 50.00	\$ 82,100
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	1,656	SF	\$ 110.00	\$ 182,160

<b>Subtotal</b>	<b>\$ 346,370</b>
<b>Contingency 30%</b>	<b>\$ 103,911</b>
<b>Total Probable Construction Cost</b>	<b>\$ 536,874</b>

Design Engineering	15%	\$80,531.03
Environmental Permitting	10%	\$53,687.35

<b>TOTAL PROJECT COST</b>	<b>\$ 671,092</b>
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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PLU-01 FM 2770 nr Barton MS**  
**Proposed 25 Year Alternative**

DATE: 29-Jun-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 77,069
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 51,380
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	1,411	CY	\$ 15.00	\$ 21,165
8	Embankment (easy)	432	CY	\$ 15.00	\$ 6,480
14	Concrete Box Culverts - 6 x 4	400	LF	\$ 310.00	\$ 124,000
14	Concrete Box Culverts - 6 x 5		LF	\$ 310.00	\$ -
14	Concrete Box Culverts - 6 x 6	340	LF	\$ 400.00	\$ 136,000
50	Wingwall - Large > 5ft	4	EA	\$ 30,000.00	\$ 120,000
32	HMAC Remove and Replace	1,295	SY	\$ 50.00	\$ 64,750
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal** **\$ 513,795**

**Contingency 30%** **\$ 154,139**

**Total Probable Construction Cost** **\$ 796,382**

Design Engineering 15% \$119,457.34  
Environmental Permitting 10% \$79,638.23

**TOTAL PROJECT COST** **\$ 995,478**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PLU-01 FM 2770 nr Barton MS**  
**Proposed 100 Year Alternative**

DATE: 29-Jun-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 94,247
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 62,831
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	2,166	CY	\$ 15.00	\$ 32,490
8	Embankment (easy)	548	CY	\$ 15.00	\$ 8,220
14	Concrete Box Culverts - 6 x 4	600	LF	\$ 310.00	\$ 186,000
14	Concrete Box Culverts - 6 x 5	510	LF	\$ 310.00	\$ 158,100
14	Concrete Box Culverts - 6 x 6		LF	\$ 15.00	\$ -
50	Wingwall - Large > 5ft	4	EA	\$ 30,000.00	\$ 120,000
32	HMAC Remove and Replace	1,642	SY	\$ 50.00	\$ 82,100
32	Culvert Removal	40	LF	\$ 20.00	\$ 800
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal** **\$ 628,310**

**Contingency 30%** **\$ 188,493**

**Total Probable Construction Cost** **\$ 973,881**

Design Engineering 15% \$146,082.08

Environmental Permitting 10% \$97,388.05

**TOTAL PROJECT COST** **\$ 1,217,351**

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional can not and does not guarantee that proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.



City of Kyle  
Drainage Master Plan  
Problem Area: PLU-02 Steeplechase Park US Det  
Proposed 100 Year Alternative

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 333,698.00
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 222,465.33
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	141537	CY	\$ 15.00	\$ 2,123,053
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	1280	LF	\$ 50.00	\$ 64,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal** \$ 2,224,653

**Contingency** 30% \$ 667,396

**Total Probable Construction Cost** \$ 3,448,213

Design Engineering 15% \$517,231.90

Environmental Permitting 10% \$344,821.27

**TOTAL PROJECT COST** \$ 4,310,266

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PLU-04 Isabel Lane Area**  
**Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 106,950
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 71,300
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	44,610	CY	\$ 15.00	\$ 669,150
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	125	LF	\$ 50.00	\$ 6,250
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal \$ 713,000**

**Contingency 30% \$ 213,900**

**Total Probable Construction Cost \$ 1,105,150**

Design Engineering 15% \$165,772.50

Environmental Permitting 10% \$110,515.00

**TOTAL PROJECT COST \$ 1,381,438**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: POR-01 Cotton Gin Rd Area**  
**Proposed Alternative**

DATE: 1-Mar-18

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Property Buyouts	1	LS	\$ 480,000.00	\$ 480,000

**Subtotal** \$ **480,000**

**Contingency** 30% \$ **144,000**

**Total Probable Construction Cost** \$ **624,000**

Design Engineering 15% \$93,600.00  
Environmental Permitting 10% \$62,400.00

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**TOTAL PROJECT COST** \$ **780,000**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PST-01 Live Oak St Drainage**  
**Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 7,485
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 4,990
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	720	CY	\$ 15.00	\$ 10,800
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	30	LF	\$ 50.00	\$ 1,500
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal \$ 49,900**

**Contingency 30% \$ 14,970**

**Total Probable Construction Cost \$ 77,345**

Design Engineering 15% \$11,601.75

Environmental Permitting 10% \$7,734.50

**TOTAL PROJECT COST \$ 96,681**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: PST-02 RR near Deleon St**  
**Proposed 50 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 40,821.75
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 27,214.50
	Coordination with Railroad	1	LS	\$ 15,000.00	\$ 15,000
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	31	CY	\$ 15.00	\$ 465
21	Steel Pipe - 32"	360	LF	\$ 600.00	\$ 216,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	360	LF	\$ 3.00	\$ 1,080

**Subtotal** **\$ 272,145**

**Contingency 30% \$ 81,644**

**Total Probable Construction Cost \$ 421,825**

Design Engineering 15% \$63,273.71  
Environmental Permitting 10% \$42,182.48

**TOTAL PROJECT COST \$ 527,281**

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**City of Kyle  
Drainage Master Plan  
Problem Area: PST-02 RR near Deleon St  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 57,134.25
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 38,089.50
	Coordination with Railroad	1	LS	\$ 15,000.00	\$ 15,000
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	45	CY	\$ 15.00	\$ 675
21	Steel Pipe - 32"	540	LF	\$ 600.00	\$ 324,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	540	LF	\$ 3.00	\$ 1,620

<b>Subtotal</b>	<b>\$ 380,895</b>
<b>Contingency 30%</b>	<b>\$ 114,269</b>
<b>Total Probable Construction Cost</b>	<b>\$ 590,387</b>

Design Engineering	15%	\$88,558.09
Environmental Permitting	10%	\$59,038.73

<b>TOTAL PROJECT COST</b>	<b>\$ 737,984</b>
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**City of Kyle  
Drainage Master Plan  
Problem Area: PST-03 Jose Addition  
Proposed 50 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 6,090.00
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 4,060.00
	Coordination with Railroad	1	LS	\$ 10,000.00	\$ 10,000
6	Clearing and Grubbing	1.0	AC	\$ 5,000.00	\$ 5,000
7	Channel Excavation	400	CY	\$ 15.00	\$ 6,000
47	SWPPP Implementation	1	LS	\$ 2,000.00	\$ 2,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal \$ 40,600**

**Contingency 30% \$ 12,180**

**Total Probable Construction Cost \$ 62,930**

Design Engineering 15% \$9,439.50  
Environmental Permitting 10% \$6,293.00

**TOTAL PROJECT COST \$ 78,663**

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**City of Kyle  
Drainage Master Plan  
Problem Area: PST-03 Jose Addition  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 6,315.00
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 4,210.00
	Coordination with Railroad	1	LS	\$ 10,000.00	\$ 10,000
6	Clearing and Grubbing	1.0	AC	\$ 5,000.00	\$ 5,000
7	Channel Excavation	500	CY	\$ 15.00	\$ 7,500
47	SWPPP Implementation	1	LS	\$ 2,000.00	\$ 2,000
50	Temporary Rock Berm (Remove/Install)	40	LF	\$ 50.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600

**Subtotal \$ 42,100**

**Contingency 30% \$ 12,630**

**Total Probable Construction Cost \$ 65,255**

Design Engineering 15% \$9,788.25

Environmental Permitting 10% \$6,525.50

**TOTAL PROJECT COST \$ 81,569**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: RIC-01 Windy Hill LWC**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 46,107.00
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 30,738
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	667	CY	\$ 15.00	\$ 10,005
14	Concrete Box Culverts - 10 x 6	225	LF	\$ 790.00	\$ 177,750
32	HMAC Remove and Replace	289	SY	\$ 50.00	\$ 14,450
32	Culvert Removal	45	LF	\$ 20.00	\$ 900
32	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	100	LF	\$ 50.00	\$ 5,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	225	LF	\$ 3.00	\$ 675
50	Wingwall - Large >5ft	2	EA	\$ 30,000.00	\$ 60,000
<b>Subtotal</b>					<b>\$ 307,380</b>
<b>Contingency 30%</b>					<b>\$ 92,214</b>
<b>Total Probable Construction Cost</b>					<b>\$ 476,439</b>

Design Engineering	15%	\$71,465.85
Environmental Permitting	10%	\$47,643.90

<b>TOTAL PROJECT COST</b>	<b>\$ 595,549</b>
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**City of Kyle  
Drainage Master Plan  
Problem Area: RIC-01 Windy Hill LWC  
Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 61,938
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 41,292
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
8	Embankment (easy)	1,188	CY	\$ 15.00	\$ 17,820
32	HMAC Remove and Replace	1,782	SY	\$ 50.00	\$ 89,100
32	Culvert Removal	45	LF	\$ 20.00	\$ 900
33	Headwall Removal	2	EA	\$ 500.00	\$ 1,000
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
50	Temporary Rock Berm (Remove/Install)	50	LF	\$ 50.00	\$ 2,500
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
	Bridge Deck	2,400	SF	\$ 110.00	\$ 264,000

**Subtotal \$ 412,920**

**Contingency 30% \$ 123,876**

**Total Probable Construction Cost \$ 640,026**

Design Engineering 15% \$96,003.90  
Environmental Permitting 10% \$64,002.60

**TOTAL PROJECT COST \$ 800,033**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: RIC-02 Kelly Smith Ln**  
**Proposed 25 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 9,636
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 6,424
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	412	CY	\$ 15.00	\$ 6,180
8	Embankment (easy)	530	CY	\$ 15.00	\$ 7,950
14	Concrete Box Culverts - 10 x 4	120	LF	\$ 380.00	\$ 45,600
32	HMAC Remove and Replace	1,057	SY	\$ 50.00	\$ 52,850
32	Culvert Removal	30	LF	\$ 20.00	\$ 600
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	60	LF	\$ 50.00	\$ 3,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	120	LF	\$ 3.00	\$ 360
50	Wingwall - Large > 5ft	2	EA	\$ 30,000.00	\$ 60,000
	<b>Subtotal</b>				<b>\$ 214,140</b>

**Contingency 30% \$ 64,242**

**Total Probable Construction Cost \$ 294,443**

Design Engineering 15% \$44,166.38  
Environmental Permitting 10% \$29,444.25

**TOTAL PROJECT COST \$ 368,053**

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**City of Kyle**  
**Drainage Master Plan**  
**Problem Area: RIC-02 Kelly Smith Ln**  
**Proposed 100 Year Alternative**

DATE: 8-Aug-17

AVO: 32399

No.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
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1	Mobilization	1	LS	15%	\$ 37,976
5	Site Stabilization (ECB, topsoil, watering,)	1	LS	10%	\$ 25,317
6	Clearing and Grubbing	1.0	AC	\$ 10,000.00	\$ 10,000
7	Channel Excavation	412	CY	\$ 15.00	\$ 6,180
8	Embankment (easy)	1,282	CY	\$ 15.00	\$ 19,230
14	Concrete Box Culverts - 10 x 5	120	LF	\$ 410.00	\$ 49,200
32	HMAC Remove and Replace	1,540	SY	\$ 50.00	\$ 77,000
32	Culvert Removal	30	LF	\$ 20.00	\$ 600
47	SWPPP Implementation	1	LS	\$ 10,000.00	\$ 10,000
47	Temporary Rock Berm (Remove/Install)	60	LF	\$ 50.00	\$ 3,000
50	Stabilized Construction Exit (Install/Remove)	1	EA	\$ 2,000.00	\$ 2,000
50	Barraicades, Signs, and Traffic Control	120	CalDay	\$ 130.00	\$ 15,600
50	Trench Safety Protection	120	LF	\$ 3.00	\$ 360
50	Wingwall - Large >5ft	2	EA	\$ 30,000.00	\$ 60,000
	<b>Subtotal</b>				<b>\$ 253,170</b>

**Contingency 30% \$ 75,951**

**Total Probable Construction Cost \$ 392,414**

Design Engineering 15% \$58,862.03

Environmental Permitting 10% \$39,241.35

**TOTAL PROJECT COST \$ 490,517**

Since the of determining prices, or over the competitive bidding or market conditions, his opinions of probable cost provided for herein of determi are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design are to be i professional familiar with the construction industry. However, the design professional can not and does not guarantee that professor proposals, bids, or construction cost will not vary from the opinions of probable cost he has prepared. If the owner wishes proposals greater assurance as to the construction cost, he shall employ an independent cost estimator. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

# **Appendix E**

## **DIGITAL DATA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 17 – FLOODS, CHAPTER 32 – SITE DEVELOPMENT, AND CHAPTER 50 – UTILITIES OF THE CODE OF ORDINANCES; PROVIDING FLOOD HAZARD AREA REGULATIONS, GRADING AND DRAINAGE PLAN REQUIREMENTS, AND STORMWATER REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, SAVINGS CLAUSE AND AN OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the City of Kyle (the “City”) has experienced unprecedented growth and the development of numerous residential subdivisions and commercial growth in general;

**Whereas**, the City, geographical, is located in an area that experiences significant rainfall events and is prone to flooding in particular areas;

**Whereas**, as a result of a robust, growing community, particular areas of the City are more prone to flooding due to natural features and topography, increased impervious coverage and alteration of natural drainage waterways and watershed areas; and

**Whereas**, the City finds it is necessary for the benefit and welfare of its citizens to have additional regulations enacted and available that provide the City with the ability to better regulate, prevent and enforce issues and concerns related to flooding and drainage;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, 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. Addition of Section 17-18.** The City Code of Ordinances, Chapter 17 – Floods, Article II – Flood Hazard Area Regulations, Section 17-18 is hereby added, to read as follows:

**Sec. 17-18. – Applicability.**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. Violation of the provisions of this article by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor offense.

**Section 3. Amendment of Section 17-19 - Definitions.** The City Code of Ordinances, Chapter 17 – Floods, Article II – Flood Hazard Area Regulations, Section 17-19 – Definitions, is hereby amended to add the following definitions:

**Sec. 17-19. - Definitions.**

*Commercial property* means buildings or land intended to generate a profit, either from capital gain or rental income, including multifamily residential; any lot or parcel of land used for any purpose other than single-family residential.

*Single-family residential* means the use of a lot with one building designed for and containing not more than two separate units with facilities for living, sleeping, cooking, and eating therein.

**Section 4. Amendment of Section 17-20 - Penalty.** The City Code of Ordinances, Chapter 17 – Floods, Article II – Flood Hazard Area Regulations, Section 17-20 – Penalty, is hereby amended in its entirety to read as follows:

**Sec. 17-20. - Penalty.**

- (a) **Penalty.** No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. Violation of the provisions of this article by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person, firm, corporation or agent who violates this article or fails to comply with any of its requirements, or who erects, constructs, or alters any structure, or places any fill material, in violation of the detailed statement or drawing submitted and accepted by the city hereunder, shall, upon conviction thereof, be fined not more than \$2,000.00; each day in violation shall be deemed a separate offense. The floodplain administrator, or their designee, is authorized to file with the municipal court clerk a complaint alleging such violation. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation, including the bringing of a suit seeking injunctive relief and attorney's fees and costs.
- (b) **Stop work orders.** Upon notice from the floodplain administrator, or their designee, that work on any building, structure, dike, bridge, or any improvement which would affect water drainage is being done contrary to the provisions of this article or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, no written notice shall be required to be given by the floodplain administrator, or their designee; provided written notice shall follow within twenty-four (24) hours from the time oral notice to stop work is issued.

- (c) Revocation of permit. The floodplain administrator, or their designee, may revoke a permit or approval issued under the provisions of this regulation in cases where there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

**Section 5. Amendment of Section 17-24 – Methods of reducing flood losses.** The City Code of Ordinances, Chapter 17 – Floods, Article II – Flood Hazard Area Regulations, Section 17-24 – Methods of reducing flood losses, is hereby amended to modify the section title and add items (6) – (13), to read as follows:

**Sec. 17-24. - Methods of reducing flood losses and nuisance conditions.**

In order to accomplish its purposes, this article uses the following methods:

- (6) New commercial or single-family residential development or redevelopment shall be designed to provide at least one non-flooded means of ingress/egress for the property during the 100-year flood event.
- (7) New commercial or single-family residential development shall prohibit development within the following stream buffer/setback:
  - a. FEMA Zone AE Streams – 100 feet setback extending on either side of the stream centerline or 25 feet measured from the floodway boundary, whichever is greater. Such setback shall be based on the best available analysis.
  - b. FEMA Zone A and Non-FEMA Stream – 100 feet setback extending on either side of the stream centerline. Such setback shall be based on the best available analysis.
- (8) For commercial sites, approved low impact development/green infrastructure stormwater techniques (i.e.; rain gardens, bio-retention, bio-swales, etc.) can be granted in-lieu of a stream buffer/setback. Utilize the most recent San Antonio River Basin Low Impact Development (LID) Technical Guidance Manual for LID design specifications.
- (9) Exceptions for specific activities include a stream crossing for a driveway, transportation routes including but not limited to bike paths and pedestrian trails, utility lines, public water supply intake, property access, stream bank stabilization, stormwater outfalls, etc.
- (10) Projected runoff rates for the design and analysis of stormwater drainage facilities shall be based on the expected ultimate developed state of the upstream contributing area and shall apply to any and all references to floodplain, flows, design frequencies or any other hydrologic and hydraulic reference found in this chapter.



- (11) Drainage impacts resulting from new development or redevelopment shall not adversely affect properties, including those abutting, downstream and in upstream areas.
- (12) The City of Kyle requires Atlas 14 rainfall depths. Utilize the pre-Atlas 14 500-year floodplain boundary as effective 100-year floodplain boundary. All drainage infrastructure design shall be based on Atlas 14 rainfall depths.

City of Kyle Atlas 14 Rainfall Depths <sup>1</sup>										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.435	0.527	0.671	0.795	0.972	1.11	1.26	1.42	1.64	1.81
10-min	0.691	0.838	1.07	1.27	1.55	1.79	2.02	2.27	2.59	2.84
15-min	0.884	1.06	1.35	1.59	1.94	2.22	2.51	2.82	3.25	3.58
30-min	1.25	1.50	1.90	2.24	2.72	3.09	3.49	3.93	4.56	5.07
60-min	1.62	1.97	2.50	2.97	3.63	4.15	4.72	5.36	6.29	7.07
2-hr	1.96	2.44	3.15	3.80	4.78	5.61	6.55	7.61	9.18	10.5
3-hr	2.15	2.73	3.54	4.33	5.55	6.61	7.84	9.23	11.3	13.0
6-hr	2.48	3.22	4.22	5.24	6.82	8.25	9.92	11.8	14.7	17.1
12-hr	2.81	3.69	4.89	6.09	7.97	9.65	11.6	13.9	17.4	20.4
24-hr	3.17	4.19	5.59	6.97	9.11	11.0	13.2	15.8	19.8	23.2
2-day	3.60	4.74	6.35	7.90	10.3	12.3	14.7	17.5	21.8	25.5
3-day	3.91	5.12	6.86	8.50	11.0	13.1	15.6	18.4	22.8	26.6
4-day	4.16	5.41	7.24	8.95	11.5	13.7	16.2	19.1	23.5	27.2
7-day	4.74	6.09	8.07	9.91	12.7	15.0	17.6	20.5	24.8	28.4
10-day	5.23	6.65	8.76	10.7	13.5	15.9	18.6	21.5	25.7	29.2
20-day	6.80	8.35	10.8	12.9	15.9	18.3	20.8	23.6	27.6	30.9
30-day	8.11	9.76	12.4	14.7	17.8	20.2	22.7	25.4	29.2	32.2
45-day	9.96	11.8	14.8	17.3	20.6	23.1	25.7	28.3	31.9	34.7
60-day	11.6	13.6	16.9	19.6	23.2	25.9	28.5	31.1	34.5	37.1
<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Please refer to NOAA Atlas 14 document for more information. For all other relevant factors, refer to City of Austin Zone 1 Criteria										

- (13) Whenever the city finds that an operator of a site fails to address drainage deficiencies or has negatively impacted previously developed sites, the city may issue a stop work order at a current phase of a construction site overseen by that operator. Such stop work order shall be issued to the operator or person responsible, posted at the construction site, and distributed to all city departments whose decisions affect any activity at such site or sites under the responsibility of the operator or person responsible.

Unless express written exception is made by the city, the construction stop work order shall prohibit any further construction activity against that operator at any site where they are the operator. The stop work order shall bar any further inspection or approval by the city associated with a building permit, grading permit, or any other city authorization necessary to commence or continue construction or to assume occupancy at any site. Issuance of a stop work order shall not be a hindrance to, or a prerequisite for, taking any other action against the violator. Removal of a stop work order prior to written authorization by the administrator shall be a violation of this article. Upon resolution of the violation(s) to the satisfaction of the city, written notice from the city to the operator shall be provided and the operator shall then be authorized to continue working at the site unless an additional violation or stop work order is issued.

**Section 6. Amendment of Section 32-45 – Content.** The City Code of Ordinances, Chapter 32 – Site Development, Article II – Plan and Procedures, Section 32-45 – Content, Part 5 Grading and drainage plan, is hereby amended to include subsections i. and j., to read as follows:

- (5) Grading and drainage plan. A grading and drainage plan, showing the following:
  - i. Designs for all new development and/or redevelopment shall submit a Lot Grading Plan as part of the site development plan. All new and redevelopment sites shall be graded in accordance with the city signed Lot Grading Plan.
  - j. See Chapter 17 Floods, Article II, Flood Hazard Area Regulations, Division 1, Generally for additional requirements.

**Section 7. Amendment of Section 50-401 – Definitions.** The City Code of Ordinances, Chapter 50 – Utilities, Article IX – Stormwater Regulations, Section 50-401 – Definitions, is hereby amended to add the following definition:

**Sec. 50-401. – Definitions.**

*Structural Control (or Practice)* means a pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in stormwater runoff. Structural controls and practices may include but are not limited to: wet ponds, bioretention, infiltration basins, stormwater wetlands, silt fences, earthen dikes, drainage swales, vegetative lined ditches, vegetative filter strips, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

**Section 8. Amendment of Section 50-411 – Overland flow.** The City Code of Ordinances, Chapter 50 – Utilities, Article IX – Stormwater Regulations, Section 50-411 – Overland flow, Part (a) is hereby amended to add subsection (5), to read as follows:

- (a) Drainage patterns must be designed to:
  - (5) Stormwater impacts resulting from new development or redevelopment must not adversely affect properties, including those abutting, downstream and in upstream areas.

**Section 9. Amendment of Section 50-412 – Long-term maintenance of post-construction stormwater structural controls.** The City Code of Ordinances, Chapter 50 – Utilities, Article IX – Stormwater Regulations, Section 50-412 – Long-term maintenance of post-construction stormwater structural controls, is hereby amended in its entirety to read as follows:

**Sec. 50-412. – Long-term maintenance of post-construction stormwater structural controls.**

All owners or operators of a new development or redeveloped site shall have a maintenance plan for all stormwater structural controls. The maintenance plan must be filed in the real property records of the county in which the property is located, addressing maintenance requirements for any structural controls installed on site. Operation and maintenance performed shall be documented and retained on site, such as at the offices of the owner or operator and made available for review by the city.

- (a) The city has the authority to require installation, implementation, inspection and maintenance of structural controls meeting or exceeding the requirement of the TPDES Phase II MS4 Permit TXR040000.
- (b) Drainage easements shall be required for structural controls and deed recorded.
- (c) All owner(s) of structural controls shall be required to have a maintenance plan with the city including a schedule of maintenance activities and plans for certified inspections to assess the functionality of the structural control(s).
- (d) In the event that a stormwater facility will be shared by two (2) properties, the property owners sharing the stormwater facility shall execute such agreements, covenants, and easements reasonably required by the city to address joint use of and access to the stormwater facilities.
- (e) Owner(s) of stormwater structural controls that discharge or connect to the city's storm drainage and flood mitigation utility or discharge into Waters of the United States within the city limits

must conduct, at a minimum, a certified inspection of each structural control every three (3) years. The certified inspection report must be prepared by a Texas-licensed engineer and the licensed engineer must be chosen from a list of precertified engineers provided by the city.

- (1) The inspection report must include requirements provided by the city, including but not limited to the following:
    - a. An assessment of the condition of the structural control(s), current as of the date of the report.
    - b. The professional opinion of the engineer regarding the current functionality of the structural control(s).
    - c. Recommendations of the engineer regarding the need for maintenance or modification of the structural control(s) to meet original design specifications.
  - (2) The city may choose to provide a pre-formatted inspection report to be used for each inspection.
  - (3) The inspection report must be submitted to the city's Stormwater Program for review. The owner of a structural control(s) must submit a certified inspection report for each structural control by December 31 once every three (3) years.
    - a. Any maintenance, repair or other deficiencies identified in the certified inspection report must be adequately addressed to ensure compliance with the requirements of this division. Upon completion of all necessary maintenance, repairs or deficiencies identified in the certified inspection report, the owner shall notify the Stormwater Program of the completion.
- (f) Failure to maintain facilities or practices or provide certified inspection reports.
- (1) If the owner(s) responsible for maintaining the structural control(s) fails to properly maintain the structural control(s) or submit a certified inspection report, the city's Stormwater Program will send a written notice to the owner(s) to correct the problem within thirty (30) days from the owner(s) receipt of the notice. If the owner(s) fails to comply with the notice, the city may initiate one of the actions specified in Sec. 50-417 or Sec. 50-418.

- (2) If the structural control(s) becomes a nuisance or danger to public safety or public health, the city shall notify the owner(s) responsible for maintenance of the structural control(s) in writing. Upon receipt of that notice, the owner(s) shall have thirty (30) days to complete maintenance and repair requirements. If the owner(s) of the structural control(s) fails to comply with the requirements of the maintenance and/or repair notice, the city may initiate one of the actions specified in Sec. 50-417 or Sec. 50-418.
- (g) Precertifications for Engineers.
- (1) An engineer conducting certified structural control inspections under subsection (c) must be precertified by the city's Engineering Department prior to performing structural control inspections for private parties in the city limits.
  - (2) The city will promulgate requirements for the precertification of engineers performing structural control inspections. Eligibility for precertification of engineers will be based upon prior relevant licensing, training and work experience.
  - (3) Any engineer seeking to be precertified for structural control inspections must be a licensed professional engineer registered in the State of Texas.
  - (4) Precertification will extend to the individual's firm.
  - (5) The city shall maintain a list of engineers precertified under this subsection. The city reserves the right to add or remove engineers from the list, subject to the requirements promulgated under subsection (g)(2).

**Section 10. Amendment of Section 50-417 – Enforcement.** The City Code of Ordinances, Chapter 50 – Utilities, Article IX – Stormwater Regulations, Section 50-417 – Enforcement, is hereby amended to add subsection (8), to read as follows:

**Sec. 50-417. - Enforcement.**

- (8) Stop work order. Whenever the city finds that any operator of a construction site has violated, or continues to violate, any provision of this article, or any order issued hereunder, the city may order a stop work order be issued to the operator or person responsible, posted at the construction site, and distributed to all city departments whose decisions affect any activity at such site. Unless expressly written exception is made by the city, the stop work order shall prohibit any further construction activity at the site and shall bar any further inspection or approval by the city



associated with a building permit, grading permit, or any other city authorization necessary to commence or continue construction or to assume occupancy at the site. Issuance of a stop work order shall not be a hindrance to, or a prerequisite for, taking any other action against the violator. Removal of a stop work order prior to written authorization by the administrator shall be a violation of this article. Upon resolution of the violation(s) to the satisfaction of the city, written notice from the city to the operator shall be provided and the operator shall then be authorized to continue working at the site unless an additional violation or stop work order is issued.

**Section 11. Amendment of Ordinances.** The City Code of Ordinances, Chapters 17, 32, and 50 is hereby amended to the extent of any conflict or inconsistency herewith only and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

**Section 12. Savings Clause.** All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting drainage, flooding and related watershed which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 13. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**Section 14. 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 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.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2020.

**FINALLY PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**THE CITY OF KYLE, TEXAS**

\_\_\_\_\_  
Jennifer Vetrano, City Secretary

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



# CITY OF KYLE, TEXAS

## Comp Plan Vendor

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Council discussion to establish staff direction of the recommendation for the finalist candidate of the City's next Comprehensive Plan. ~ *Howard J. Koontz, Director of Planning and Community Development*

**Other Information:** Please see attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

☐ Staff Memo



# CITY OF KYLE

## Community Development Department

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April 7, 2020

To: Kyle Mayor & City Council  
From: Howard J. Koontz, AICP  
Director, Planning & Community Development  
Re: 2040 Comprehensive Plan Consultant Selection

After a nearly seven-month process to develop an RFQ, a two-month issuing period and another three months of deliberations by the combined staff, Planning Commissioner and City Council person task force, the recommendation for the consultant to undertake Kyle's next Comprehensive Plan is DTJ of Plano, Texas.

Careful review of the six submittals Kyle received in conjunction with the in-person interview the selection committee held solidified the committee's opinion of what Kyle needs completed. DTJ appears to be the best-qualified and most capable to deliver on that need.

Following the reviews and interviews, committee members commented:

"I feel they understood the complexities involved in the forming of the Plan to best meets the needs of the City of Kyle. They were the only ones, as I recall, to mention zeroing in on the downtown area."

"...it should be a group we felt comfortable working with...communicat[ing] with for the life of the project. I feel DTJ met that requirement. I was most at ease listening and asking questions of them."

"...the most transformative and I believe [will] make the most profound impact on the development of Kyle."

"...able to take the most worldly view of town building and place making and then apply that locally."

The decision was not an easy one and wasn't truly unanimous. At this stage of the process, all the candidates on the short list of interviews were viewed as supremely capable, and

they all displayed traits that made them an attractive option for Kyle. Verdunity in particular was viewed as high performing, notably:

“...[their] approach to development and creation of the comprehensive plan by being committee specific and helping us maximize existing resources and not adding additional expenses on our budget.”

“...would provide a path for the most cost-effective approach to development. In addition, I believe their incrementalist- practical approach would lead to actual implementation.”

Verdunity was seen, however, as a more cost-effective option and perhaps not as categorically broad-reaching as what DTJ had presented of themselves.

Keeping in line with Kyle’s core concept of ‘Raising the Bar’, the committee leans toward the progressive and leading edge qualities displayed by DTJ during the selection process. It would be our formal recommendation that the City Council authorize the City Manager and/or his designee(s) to begin the negotiation process to issue DTJ a task order to complete Kyle’s 2040 Comprehensive Plan.



# CITY OF KYLE, TEXAS

## Wrecker Amendment

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas, amending certain provisions of the Kyle Code of Ordinances Chapter 11 Business Regulations, by amending and adding provisions in Article IX, Commercial Towing and Wrecker Services, to clarify requirements relating to certificates, solicitations, qualifications, rotation list procedures, and records management; expanding options for siting vehicle storage facilities; making minor corrections; providing a severability clause, a savings clause, and open meetings clause; repealing Article VI, Towing Services in Chapter 11; and providing for publication, effective date, and related matters. ~ *Jeff Barnett, Chief of Police*

### **Other Information:**

### **Legal Notes:**

### **Budget Information:**

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### **ATTACHMENTS:**

#### **Description**

- ☐ Article IX Amended
- ☐ ARTICLE\_IX\_\_\_COMMERCIAL\_TOWING\_AND\_WRECKER\_SERVICES
- ☐ ARTICLE\_VI\_\_\_TOWING\_SERVICES
- ☐ Ordinance #839 Commercial Towing and Wrecker Services
- ☐ Ordinance #903 Wrecker Ordinance Amendment



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CERTAIN PROVISIONS OF THE KYLE CODE OF ORDINANCES CHAPTER 11 BUSINESS REGULATIONS, BY AMENDING AND ADDING PROVISIONS IN ARTICLE IX, COMMERCIAL TOWING AND WRECKER SERVICES, TO CLARIFY REQUIREMENTS RELATING TO CERTIFICATES, SOLICITATIONS, QUALIFICATIONS, ROTATION LIST PROCEDURES, AND RECORDS MANAGEMENT; EXPANDING OPTIONS FOR SITING VEHICLE STORAGE FACILITIES; MAKING MINOR CORRECTIONS; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND OPEN MEETINGS CLAUSE; REPEALING ARTICLE VI, TOWING SERVICES IN CHAPTER 11; AND PROVIDING FOR PUBLICATION, EFFECTIVE DATE, AND RELATED MATTERS.**

**WHEREAS**, commercial towing and wrecker services constitute a business enterprise that operates within the City of Kyle;

**WHEREAS**, the regulation and control of towing and wrecker services is necessary for the safety and quality of life of the citizens of the City of Kyle, Texas (herein the "City");

**WHEREAS**, the City Council previously adopted Ordinance 903 in May 2016 to update Article IX provisions and now finds and determines that the changes described herein complete the update and the repeal of Article VI is appropriate; and

**WHEREAS**, the clarification of requirements and processes for towing and wrecker services is necessary to ensure the prompt removal and storage of disabled motor vehicles from the public roadways and other spaces.

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

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

**Section 2. Commercial Towing and Wrecker Services Regulations Added and Amended.** The City Council hereby amends Article IX by amending and adding certain towing and wrecker services regulations to read as set forth in the attachment titled "Commercial Towing and Wrecker Services," incorporated in this ordinance as though fully transcribed herein for all purposes.

**Section 3. Repealing Obsolete Ordinances.** Article VI, Towing Services, in Chapter 11 of the Kyle Code of Ordinances is repealed.

**Section 4. Amendment of Ordinances.** Article IX, Commercial Towing and Wrecker Services in Chapter 11 of the Kyle Code of Ordinances is hereby amended to read as set forth in

this Ordinance. All other ordinances or parts thereof in conflict herewith are amended to the extent of such conflict only. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**Section 5. Savings Clause.** All rights and remedies of the City of Kyle are expressly saved as to any and all violations of the provisions of any ordinances affecting towing and wrecker services within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 7. Effective Date.** This ordinance shall take effect immediately upon its approval and passage and publication as required by law.

**Section 8. Open Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FINALLY PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**The City of Kyle, Texas**

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

ATTEST:

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

## Article IX.- COMMERCIAL TOWING AND WRECKER SERVICES

### Sec. 11-381. - Purpose.

The purpose of this article is to provide the city with requirements set forth for voluntary participation of privately owned commercial towing and wrecker services with the city. This article shall apply to all commercial towing and wrecker services whose principal place of business is located within the corporate limits of the city and to all commercial towing and wrecker services, both within and without the city, who participate in nonconsent tows in the city.

### Sec. 11-381.1.- Compliance with state law.

Compliance with the provisions of V.T.C.A., Occupations Code § 2303.001 et seq. and § 2308.001 et seq., is a prerequisite and continuing standard to be to remain eligible to render tow truck services in the city and to participate in the rotation system. The owner shall obtain a license and a permit for each tow truck as provided in V.T.C.A., Occupations Code §§ 2308.101 et seq. and 2308.153 et seq., from the state commission of licensing and regulation and maintain such license and permit in good standing as a prerequisite for participation in the rotation system.

### Sec. 11-382. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accident* means an occurrence in the operation of a motor vehicle that results in injury to any person or damage to property.

*Chief of police* means the chief police official of the city or such other police department official as he or she shall designate.

*Conviction* means a finding of guilt by a judge or jury or any plea of guilty or nolo contendere unless such conviction has been held invalid by the courts or the proceedings against the defendant have been dismissed and the defendant is discharged by the court.

*Disabled* means any vehicle which had been rendered unsafe to be driven upon the streets as the result of some occurrence other than a wreck, reasonably requiring that such vehicle be removed by a wrecker.

*Heavy-duty wrecker* means a wrecker not less than two tons in size.

*Hold* means a request made to the wrecker company by a police officer on behalf of the Kyle Police Department to maintain custody of a vehicle until approval to release the vehicle to the proper owner is given by the police department.

*Motor vehicle* means any vehicle which is self-propelled.

*Nonconsent tow* means the removal of any motor vehicle from a public or private place without the effective consent of the vehicle's owner.

*Owner's request* means the operator or owner or legal custodian of a wrecked or disabled vehicle may select a wrecker company to remove his or her vehicle and authorizes the police department to call that wrecker company on behalf of the individual.

*Police department* means the Kyle Police Department.

*Police pull* means when the police department has called a wrecker company from the rotation list to remove a wrecked or disabled vehicle or to remove a vehicle in a safe driving condition when the driver is absent, in custody or otherwise incapable of making authorization.

*Private property commonly used by the public* means supermarkets or shopping center parking lots, parking areas provided by business establishments for the convenience of their customers, clients or patrons and parking areas owned and operated for the convenience of, and commonly used by the public.

*Public property* means any property owned by a governmental entity.

*Restricted use wrecker* means a wrecker which otherwise complies with the terms and conditions of this article, including a current inspection certificate and all required equipment and insurance as set out in section 11-390 and 11-391, but which is operated by a company other than a wrecker company and is used exclusively for the purpose of hauling or towing vehicles owned or operated by the same company owning the wrecker.

*Rollback unit* means a specific type of wrecker consisting of a drive-on hydraulic tilting, flat-surface bed truck equipped with a forward-mounted winch manufactured with the intent of being able to remove heavily damaged vehicles from the road surface by having the bed unit tilt to the surface and winching the vehicle up onto the flat surface bed. Any rollback unit used under this article shall meet all State of Texas tow truck requirements for its intended purpose. A rollback unit meeting all applicable requirements of this article and of state law shall be considered a qualified wrecker for the purpose of this article, subject to other limitations as set out herein; provided, however, that a rollback unit shall not qualify as a heavy-duty wrecker under this article.

*Rotation* means when the operator of a wrecked or disabled vehicle fails to designate a specific wrecker operator to remove the vehicle and he or she has authorized the police department to call a wrecker or heavy-duty wrecker from the appropriate rotation list, a police initiated pull will utilize the same rotation list. A separate rotation list will exist for both wreckers and heavy-duty wreckers. The chief of police will establish the fair and equal rotation lists.

*Rotation pull* means and refers to a wrecker company called from the wrecker rotation list.

*Street* means any street, alley, avenue, lane, public place or highway within the corporate limits of the city.

*Tow truck* means a vehicle equipped with a lifting device which is designed, made or adapted to tow or carry other vehicles but which does not meet the minimum requirements for a wrecker. Vehicles which are commonly referred to as "two-car haulers" or "three-car haulers" are included in this definition of "tow truck."

*Vehicle* means any device in, upon or by which any person or property is, or may be, transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks.

*Vehicle storage facility* means a garage, parking lot, or other facility owned or operated by a person other than a governmental entity for storing or parking ten or more vehicles per year or defined in state law.

*Wrecked* means the status of any vehicle that has been damaged as the result of an accident so as to reasonably require that such vehicle be removed by a wrecker.

*Wrecker* means a motor vehicle used for the purpose of towing or removing disabled or wrecked vehicles which meets all the State of Texas tow truck requirements.

*Wrecker business* means any wrecker company that hauls, tows or in any way moves vehicles by the use of a wrecker or tow truck.

*Wrecker company* means any individual, corporation, partnership or association engaged in the business of towing vehicles on public streets or highways for compensation or with the expectation of compensation for the towing, storage or repair of vehicles. The term "wrecker company" includes the owner, operator, employee or agent or a towing company but does not include cities, counties or other political subdivisions of the state.

*Wrecker selection* means the selection process provided for in section 11-393.

Sec. 11-383. - Vehicle disabilities and accidents covered.

The prohibitions and requirements of this article shall apply to all vehicle accidents and vehicle disabilities occurring on public property or property having public access and commonly used by the public, regardless of whether or not the final resting place of a vehicle is upon the above described areas immediately after the accident or disability, police pulls for the vehicles for violations of the laws of the State of Texas, and those circumstances where the operator is incapacitated and unable to drive said vehicle, or if the operator is arrested.

Sec. 11-384. - Certain emergencies excepted.

The prohibitions and requirements of this article shall not apply to any person who necessarily must act immediately to prevent death or bodily injury to any person involved in an accident. This authority may include the use of any means necessary to clear a roadway, move or remove a vehicle or other item, or otherwise assist in the preservation of life or property.

Sec. 11-385. - Pushing or towing.

A vehicle may be pushed or towed by another vehicle only when it does not reasonably require removal by a wrecker and only when it may be done in a safe manner. Tow trucks may not be used to remove a wrecked vehicle from the scene of an accident.

Sec. 11-386. - City employees shall not attempt to influence owners of vehicles.

No employee of the city shall recommend to any person in any manner the name of any repair, wrecker or towing business, nor shall any city employee influence or attempt to influence in any manner the decision of any person in choosing or selecting a repair, wrecker service or towing business.

Sec. 11-387. - Wrecker prohibited at scene unless called; solicitation prohibited.

- (a) No person shall drive a wrecker to the site of an accident or park in the immediate vicinity of an accident, within the corporate limits of the city unless such person has been called to the site by the owner of the vehicle, his or her authorized representative, or by the police



department. Any wrecker company when called as provided herein shall notify the police dispatcher before proceeding to the disabled vehicle.

- (b) No person shall solicit in any manner, directly or indirectly, at the immediate site of an accident involving motor vehicles in the city, any business regarding wrecked or disabled vehicles, regardless of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading or purchasing said vehicle. The presence of any person engaged in the wrecker business or other business for which solicitation is prohibited (such person not having been specifically summoned by the owner or legal custodian of the vehicle of a wrecked or disabled vehicle, or if not by the owner, the police officer in charge of the accident investigation) either as owner, operator, employee or agent on any street at the site of an accident or within the immediate vicinity within one hour after the happening of such accident shall be prima facie evidence of a solicitation in violation of this section.
- (c) Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this section shall be fined not less than \$50.00 nor more than \$500.00.

Sec. 11-388. - Inspection certificates required for wreckers and heavy wrecker.

No person shall operate a wrecker or heavy duty wrecker to remove a vehicle within the city, for the Kyle Police Department as a police pull/rotation/rotation pull, unless a wrecker inspection certificate for such wrecker has been issued by the chief of police or designee. Such certificate shall be affixed securely to the inside of the windshield of such wrecker and displayed at all times.

Sec. 11-389. - Procedure for acquiring inspection certificates, wrecker rotation list.

- (a) Any wrecker company desiring to engage in the wrecker business in the city shall annually apply in writing to the chief of police or designee on a form provided for that purpose by the chief of police or designee for an inspection certificate for each wrecker proposed to be operated. The application shall contain the name, address and telephone number of the wrecker company, business hours, the number and types of wreckers to be operated, the legal owner of the company concerned and a statement that the applicant does or does not desire to appear on the "wrecker rotation list," and other information as required by the chief of police or designee to properly administer this article.
- (b) A wrecker company desiring to be placed on the Kyle Police Department's wrecker rotation list must provide proof of ownership or lease of a vehicle storage facility within the incorporated city limits or extra-territorial jurisdiction of the city and the facility located within the city limits is in compliance with all City of Kyle ordinances, building codes, and rules and regulations, on a form provided, before any inspections will take place by the Kyle Police Department.
- (c) The applicant shall submit an acceptable payment of a fee at the time of submitting the application in the amount of \$250.00 per application, which said fee shall be included in the city's fee schedule as adopted or amended by the City of Kyle City Council.
- (d) Every application, when filed, shall be sworn to by the applicant and filed with the Kyle Police Department.

Sec. 11-390. - Qualifications, equipment, insurance, inspections.

The chief of police or designee shall issue an inspection certificate for each qualified wrecker which shall be valid until December 31 of the year in which same was issued. If, on January 1 of the following year, no wrecker company has been approved to be on the wrecker rotation list, the rotation wrecker list from the previous year shall remain in effect, until the first wrecker company is approved to be on the rotation wrecker list for the new year, at which time the wrecker rotation list will be reset, removing all unapproved wrecker companies.

- (1) Each wrecker shall be not less than one ton in size and shall have a gross vehicle weight of not less than 10,000 pounds.
- (2) Each wrecker shall be equipped with a lifting device, winch line and boom with a rated lifting capacity of not less than 8,000 pounds, single-line capacity.
- (3) Each wrecker shall carry as standard equipment towing mechanisms, safety chains, a properly functioning fire extinguisher and emergency lighting as approved by the chief or police or designee. Standard equipment for wreckers shall also include a broom, square point shovel and a receptacle for holding debris.
- (4) Wreckers which are qualified for the rotation list shall be equipped with flashing or rotating beacons capable of warning motorists, and such beacons shall be used in accordance with the Texas Transportation Code and, if approved, police radio communications of a type approved by the chief of police or designee.
- (5) Each wrecker shall have inscribed on both the passenger and driver doors, in letters not less than three inches in height, the name, city and telephone number of the wrecker company.
- (6) Each owner of a wrecker must furnish evidence of the minimum insurance coverage at the time of the application as defined and required for a tow truck by state law.
- (7) Each policy of said insurance coverage must contain an endorsement providing for ten days' notice to the city in the event of any material change or cancellation of any policy and shall name the city as an additional insured while the wrecker company is performing a wrecker job for the city.
- (8) Each wrecker company shall provide a telephone number to the Kyle Police Dispatch Division that will be the primary contact point for the police department, and such number shall be promptly answered 24 hours per day on each day of the year. The Kyle Police Department Dispatch is not obligated to contact any other number, other than the primary contact number when called for police pull/rotation/rotation pull.
- (9) Every wrecker shall be equipped with all equipment and comply with all technical requirements as specified and required by V.T.C.A., Occupations Code § 2308.001 et seq. and the applicable rules promulgated by the state commission of licensing and regulation. Any such wrecker shall be subject to inspection at any time by any officer of the police department.

Sec. 11-391. - Requirements for wrecker rotation list.

In order to qualify for the wrecker rotation list, and to maintain a place on said list, the following requirements shall be met:

- (1) All delinquent taxes due to the city by a wrecker company must be paid prior to the wrecker company being added to the rotation list;
- (2) The applicant shall have a minimum of two wreckers and two certified drivers that meet the requirements of the Texas Department of Licensing and Regulation and that are available for wrecker service at all times, one of which may be a rollback unit as defined herein. It is not required for a wrecker company to station a wrecker at a vehicle storage facility at all times;
- (3) If a wrecker company elects to be added to the heavy duty wrecker rotation list, the wrecker company must have a minimum of one heavy duty wrecker available for service at all times;
- (4) The applicant shall file a sworn statement that the applicant has no financial or ownership interest in any other wrecker service which is on the city's wrecker rotation list;
- (5) Wrecker companies with inquiries or questions directed to the Kyle Police Department, regarding the execution of this article, are to send inquiries to the chief of police or the chief's designee in writing. Complaints by wrecker companies on other wrecker companies or Kyle police officers must be submitted to the chief of police or his designee in writing. Inquiries or questions regarding the compliance, execution of this article, or complaints are not to be directed to the Kyle Emergency Communications Center; and
- (6) The applicant must have an individually owned or leased vehicle storage facility within the incorporated city limits or extra-territorial jurisdiction of Kyle. Each vehicle storage facility located within the City of Kyle must comply with all City of Kyle ordinances, building codes, and rules and regulations prior to operating within the City of Kyle. Heavy duty wrecker companies are not required to have a storage facility within the city limits.

Sec. 11-392. - Grounds for suspension or removal.

- (a) A wrecker company is subject to suspension or removal from the rotation list if:
  - (1) The place on the wrecker rotation list was procured by fraudulent conduct, concealment of or false statement of a material fact concerning the wrecker company at the time of the wrecker company makes its application or such fraudulent conduct is subsequently discovered;
  - (2) The wrecker company violates the provisions of this chapter or any other city ordinance or any state law regulating vehicular traffic or wrecker companies;
  - (3) The wrecker company fails to comply with the provisions of a storage area for wrecked or disabled vehicles;
  - (4) The wrecker company fails to protect the vehicle in its care as a result of a wrecker pull and fails to prevent parts, accessories and personal belongings from being removed from the vehicle, except as may be necessary to protect such items from theft;
  - (5) The wrecker company fails to deliver a vehicle directly to said company's vehicle storage facility, the location within the city limits as designated by the owner or legal custodian of the vehicle, or to the location designated by the police officer investigating the accident, provided such vehicle can be legally delivered to such location as designated by said officer, but this provision shall not apply when it is necessary to remove a vehicle to its ultimate destination by two separate tows because of an

- emergency or breakdown of a wrecker, and no charge is levied which is greater than the amount provided in section 11-395 for a single tow from one point on a street to another location within the city limits; this shall not prohibit the wrecker company and the owner or legal custodian of the vehicle from entering into an agreement to deliver the vehicle to any other location, provided that the police officer investigating the accident has not required otherwise;
- (6) The wrecker company is repeatedly tardy without justification acceptable to the police chief or designee in arriving after being called to the scene of an accident by the police department for a rotation, rotation pull, or police pull;
  - (7) The wrecker company or its employee intentionally provides confidential arrest information learned by the wrecker company or its employee, as a result of a police action, from the scene of a rotation pull or police pull and provides this information to any other person, party or business in the city that may find it advantageous to acquire such information;
  - (8) The conviction of an employee, agent or contractor of the wrecker company, as defined in this article, of fraud, theft or any felony, as defined in the Texas Penal Code, in the conduct or operation of the wrecker company; or
  - (9) Any lapse in the required insurance shall be cause for an immediate revocation of its municipal permit. Any costs, expenses or liabilities incurred during such lapse or suspension are to be borne in their entirety by the wrecker company.
- (b) A wrecker company under consideration for suspension or removal from the rotation list for violation of or non-compliance with any provision in 11-392(a)(1)-(9) may request an administrative hearing before the chief of police.
  - (c) The chief of police shall give ten days' notice of the time and place for the administrative hearing concerning suspension, cancellation or removal as provided above and is empowered to administer oaths to witnesses and to conduct hearings as otherwise provided by law.
  - (d) Findings of the chief of police and said chief's written order of suspension or removal from the rotation list shall terminate all authority and permission theretofore granted. The period of suspension or removal from the rotation list shall not exceed one year, unless the violation occurs under subsection (a)(1), (7) or (8) above, in which case removal from the rotation list will be permanent. If ownership of the permanently removed wrecker company changes, the new owners may apply to join the rotation list. The chief of police will present the order to the city council, who has the final authority to affirm, reject or modify the order.
  - (e) Any order of the chief of police in this section may be appealed to the city council within ten days from the date of suspension or removal. The city council shall have authority to reverse, affirm, vacate or modify the order of the chief of police, provided that, in the event of affirmance of the order, the suspension shall commence upon the date of action by the city council.

Sec. 11-393. - Procedure used in wrecker selection.

- (a) When a police officer investigating an accident determines that any vehicle which has been involved in an accident should be removed by a wrecker, the officer shall first determine

whether or not the legal custodian of the vehicle has already made arrangements with an authorized wrecker service or, if appropriate, a restricted use wrecker, for the removal of the vehicle.

- (b) If the legal custodian has not arranged for removal of the vehicle, the officer shall request the legal custodian of the vehicle to designate an authorized company from the wrecker rotation list. If no preference is indicated, a wrecker shall be called from the wrecker rotation list as follows:
  - (1) If the legal custodian of the vehicle selects a wrecker company, the investigating officer shall notify the police department dispatcher to call the wrecker company. If the requested wrecker company is unable to promptly respond, then the wrecker company first up on the rotation list will be called. If the first-up wrecker company is unavailable to respond, other wrecker companies in order on said list shall be called until an available company is located.
  - (2) If the legal custodian of the vehicle does not designate a wrecker company to be called, the investigating police officer shall notify the dispatcher to call the wrecker company first-up on the wrecker rotation list and furnish its name to the investigating officer. In such event, the investigating officer shall notify the police dispatcher who shall call the wrecker company next up from the wrecker rotation list and dispatch it to the scene. The vehicle or vehicles to be removed shall be taken to the place designated by the owner, legal custodian of the vehicle or by the investigating officer or to the wrecker company's storage facility if no designation is made.
  - (3) When a personal request is made by an individual for a particular commercial towing or wrecker service, such request shall not alter the position of that service in the rotation system. The name, address, and telephone number of the individual requesting a particular towing or wrecker service shall be recorded by the investigating officer and filed by the police department.
- (c) On each succeeding accident or call, the next wrecker company on the rotation list will be called to respond. The chief of police will establish a fair and consistent rotation procedure to ensure equal service for each wrecker company on the rotation list.
- (d) To effect the wrecker rotation and heavy duty wrecker list procedure, the police department shall keep a master list of all wrecker companies which meet all the requirements of this chapter and are qualified to be on the wrecker rotation list and the heavy duty wrecker rotation list.

#### Sec. 11-393.1. - Availability.

Each participating commercial towing and wrecker service must be available to respond to police department calls on a 24-hour per day basis and shall respond to any location within the city within 20 minutes after being notified by police department communications personnel. In the event of mechanical difficulty, illness, vacation or any other reason for inability to respond as required, the commercial towing or wrecker service shall so notify the police department communications section and request not to be notified pending further notice. While unable to respond, the rotation log will be completed with "out of service" each time the wrecker service's name occurs. When capability to respond has been restored, said wrecker service shall notify the



police department communications section. If a wrecker or towing service fails to respond to a call on three occasions during a six-month period or two occasions during a three-month period, said service shall be removed from the rotation for a period not to exceed 30 days.

Sec. 11-394. - Storage; wrecker company responsibility.

Each wrecker company shall provide a storage area for wrecked or disabled vehicles which are moved or towed as the result of a police or rotation pull. The storage area may be inspected by the chief of police or designee to determine whether it complies with the provisions of this section. A wrecker company or storage facility shall meet all requirements set forth by the Texas Department of Licensing and Regulation, which establish the minimum standards for motor carrier laws and storage facilities, in order to qualify for participation on the rotation list. The storage area may be located within the incorporated city limits or extra-territorial jurisdiction of Kyle.

Sec. 11-395. - Fees for service, towing and storage.

- (a) *Towing.* It is not the policy of the city to regulate the fees for towing or services provided by a wrecker company on the rotation list. However, no wrecker company on the rotation list shall charge a higher fee or rate for calls originating by virtue of the rotation list than for calls for similar services from other sources.
- (b) *Rate sheet required.* Each wrecker company shall provide to the chief of police or designee a rate sheet listing its published rates for towing and storage for each class, annually, or sooner if there is a rate change. This list shall also include all charges for ancillary services such as the use of dollies, dropping, hooking linkage, clearing debris off the roadway and similar charges. No charge shall be greater than those listed on the rate sheet.
- (c) *Storage.* Storage fees shall not exceed the limitations as set forth in state law.
- (d) *Other charges.* Any ancillary services are to be performed only if required and appropriate.
- (e) *Waiting time.* A charge of not more than \$15.00 for each one-half hour of time spent shall be allowed for waiting to tow a vehicle, and a charge of not more than \$250.00 for each one-half hour of time spent shall be allowed for waiting to tow a vehicle for heavy duty wrecker services.

Sec. 11-396. - Fee regulation for police pull not involving accident.

On a police pull for a vehicle that is in safe driving condition, but no owner or legal custodian of the vehicle or licensed operator is present to drive the vehicle from the site, the wrecker company called from the rotation list shall observe and maintain the same maximum fees provided for in this chapter. If a police officer requests a hold placed on the vehicle, then the wrecker company and/or storage facility operator may not release the vehicle to any other person until authorization is granted by the police department.

Sec. 11-397. - Rules for extraordinary conditions; large vehicles.

- (a) If a vehicle is wrecked or disabled and a wrecker of ordinary lifting capacity cannot move the vehicle, the investigating police officer will summon a wrecker from the heavy duty wrecker rotation list that has the capacity to move the vehicle. Charges rendered for services

of wreckers of extraordinary lifting capacity shall not exceed the usual and customary charges for like services provided in the wrecker industry.

- (b) If the wrecker company determines that additional wrecker is needed, the wrecker company will either provide the additional wrecker (of their choice) or request the police officer in charge of the scene to call another wrecker company. If the primary wrecker company provides an additional wrecker or has the police officer in charge of the scene summon another wrecker company, the primary wrecker company must advise the police officer in charge of the scene, the reason for the needed assistance and the approximate time delay in the removal of vehicles and debris from the scene. If the determination of need for an additional wrecker is based on the lack of equipment normally required to be present on the primary wrecker, the company will not be compensated for the additional wrecker called to the scene.
- (c) If, in the opinion of fire or police officials, a wrecked or disabled vehicle or its cargo constitutes a hazard to the public, any wrecker company shall act at the direction of the said official. Said official may take any actions needed within state law to preserve life, property or the public peace, to include restoring the normal flow of traffic to public roadways.

Sec. 11-398. - Removal of wrecks and debris.

The operator of a wrecker shall remove from the street, along with the disabled vehicle, all broken or shattered glass and other debris and parts coming from the disabled vehicle to include fluid spills of less than five gallons. Failure to do so shall constitute a misdemeanor punishable as provided in the city's Code of Ordinances and subject to cancellation of the wrecker certificate. A truck and trailer or pulled or transported items shall constitute one vehicle and shall be treated as such by the wrecker company.

Sec. 11-399. - Nonresident wrecker companies.

No provisions in this article shall be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from some point in the city other than the site of an original accident to some point outside the city, nor shall it be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from a point outside the city limits to a destination inside the city limits.

Sec. 11-400. - Companies to keep records.

- (a) Every wrecker company qualified for and whose name appears at its request on the wrecker rotation list shall maintain at its storage facility any and all records pertaining to all vehicles moved by the wrecker company.
- (b) The records shall contain the following information:
  - (1) Make, model and identification numbers of the disabled vehicle moved by the company;
  - (2) Location from which a disabled vehicle was removed and the final destination of the vehicle;
  - (3) Total amount charged for towing;

- (4) Storage rate per day;
- (5) A detailed description of all personal property within the disabled vehicle at the time of its removal;
- (6) The date, time, name of the wrecker operator(s) involved in the tow and
- (7) The date and time the vehicle was released and the name of the person who took possession;
- (c) The records described in subsection (b) of this section shall be preserved by the wrecker company for at least six months from the date such company came into possession of the vehicle, except that records for a vehicle subject to a hold under 11-396 shall be retained for the duration of the possession.
- (d) The wrecker company shall make available to the chief of police or designee said records upon request and within a reasonable time.

Sec. 11-401. - Establishment of rotation schedules.

The chief of police or designee shall establish rotation procedures intended to provide equal service potential for each wrecker business on the rotation list. The procedures established by the chief of police shall be subject to review by the city council upon request by any wrecker company that alleges the procedures established are illegal. The chief of police or designee shall issue a valid inspection certificate for each qualified wrecker which shall be valid until December 31 of the year in which the same was issued. If, on January 1 of the following year, no wrecker company has been approved to be on the wrecker rotation list, the list from the previous year shall remain in effect until the first wrecker company is approved to be on the wrecker rotation list for the new calendar year. At that time, the wrecker rotation list will be reset by removing all unapproved wrecker companies.

Sec. 11-402.- Prompt release of impounded vehicles.

All commercial towing or wrecker services performing services under the provision of this article shall release impounded vehicles immediately upon receipt of a release form signed by a city police department officer. Vehicles released other than during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) may be subject to an additional charge of \$20.00. Released vehicles shall be delivered to their owners or operators at or near the entrance to the wrecker yard. The city police department officers may inspect cars at any time at no charge. Failure to comply with this section will result in the removal by the chief of police of the towing and wrecker service from the rotation system for a period not to exceed 30 days.

## ARTICLE IX. - COMMERCIAL TOWING AND WRECKER SERVICES<sup>[7]</sup>

Footnotes:

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**Editor's note—** [Ord. No. 839](#), §§ 2, 3, adopted March 3, 2015, amended Ch. 11 by the addition of provisions designated §§ 11-275—11-295. Inasmuch as there were already codified provisions so designated, said provisions have been renumbered §§ 11-381—11-401, with the original section designation included parenthetically in the history note.

Sec. 11-381. - Purpose.

The purpose of this article is to provide the city with requirements set forth for voluntary participation or privately owned commercial towing and wrecker services with the city. This article shall apply to all commercial towing and wrecker services whose principal place of business is located within the corporate limits of the city and to all commercial towing and wrecker services, both within and without the city, who participate in nonconsent tows in the city.

( [Ord. No. 839](#), § 3(11-275), 3-3-2015)

Sec. 11-382. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accident* means an occurrence in the operation of a motor vehicle that results in injury to any person or damage to property.

*Chief of police* means the chief police official of the city or such other police department official as he or she shall designate.

*Conviction* means a finding of guilt by a judge or jury, or any plea of guilty or nolo contendere unless such conviction has been held invalid by the courts, or the proceedings against the defendant have been dismissed and the defendant is discharged by the court.

*Disabled* means any vehicle which had been rendered unsafe to be driven upon the streets as the result of some occurrence other than a wreck, reasonably requiring that such vehicle be removed by a wrecker.

*Heavy-duty wrecker* means a wrecker not less than two tons in size.

*Hold* means a request made to the wrecker company by a police officer on behalf of the Kyle Police Department to maintain custody of a vehicle until approval to release the vehicle to the proper owner is given by the police department.

*Motor vehicle* means any vehicle which is self-propelled.

*Nonconsent tow* means the removal of any motor vehicle from a public or private place without the effective consent of the vehicle's owner.

*Owner's request* means the operator or owner or legal custodian of the vehicle of a wrecked or disabled vehicle may select a wrecker company to remove his or her vehicle and authorizes the police department to call that wrecker company on behalf of the individual.

*Police department* means the Kyle Police Department.

*Police pull* means when the police department has called a wrecker company from the rotation list to remove a wrecked or disabled vehicle or to remove a vehicle in a safe driving condition when the driver is absent, in custody or otherwise incapable of making authorization.

*Private property commonly used by the public* means supermarkets or shopping center parking lots, parking areas provided by business establishments for the convenience of their customers, clients or patrons and parking areas owned and operated for the convenience of, and commonly used by the public.

*Public property* means any property owned by a governmental entity.

*Restricted use wrecker* means a wrecker which otherwise complies with the terms and conditions of this article, including a current inspection certificate and all required equipment and insurance as set out in section 11-390 and 11-391, but which is operated by a company other than a wrecker company and is used exclusively for the purpose of hauling or towing vehicles owned or operated by the same company owning the wrecker.

*Rollback unit* means a specific type of wrecker consisting of a drive-on hydraulic tilting, flat-surface bed truck equipped with a forward-mounted winch manufactured with the intent of being able to remove heavily damaged vehicles from the road surface by having the bed unit tilt to the surface and winching the vehicle up onto the flat surface bed. Any rollback unit used under this article shall meet all State of Texas tow truck requirements for its intended purpose. A rollback unit meeting all applicable requirements of this article and of state law shall be considered a qualified wrecker for the purpose of this article, subject to other limitations as set out herein; provided, however, that a rollback unit shall not qualify as a heavy-duty wrecker under this article.

*Rotation* means when the operator of a wrecked or disabled vehicle fails to designate a specific wrecker operator to remove the vehicle and he or she has authorized the police department to call a wrecker or heavy-duty wrecker from the appropriate rotation list, a police initiated pull will utilize the same rotation list. A separate rotation list will exist for both wreckers and heavy-duty wreckers. The chief of police will establish the fair and equal rotation lists.

*Rotation pull* means and refers to a wrecker company called from the wrecker rotation list.

*Street* means any street, alley, avenue, lane, public place or highway within the corporate limits of the city.

*Tow truck* means a vehicle equipped with a lifting device which is designed, made or adapted to tow or carry other vehicles but which does not meet the minimum requirements for a wrecker. Vehicles which are commonly referred to as "two-car haulers" or "three-car haulers" are included in this definition of "tow truck."

*Vehicle* means any device in, upon or by which any person or property is, or may be, transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks.

*Vehicle storage facility* means a garage, parking lot, or other facility owned or operated by a person other than a governmental entity for storing or parking ten or more vehicles per year or as amended by the Texas Administrative Code.

*Wrecked* means the status of any vehicle that has been damaged as the result of an accident so as to reasonably require that such vehicle be removed by a wrecker.

*Wrecker* means a motor vehicle used for the purpose of towing or removing disabled or wrecked vehicles which meets all the State of Texas tow truck requirements.

*Wrecker business* means any wrecker company that hauls, tows or in any way moves vehicles by the use of a wrecker or tow truck.

*Wrecker company* means any individual, corporation, partnership or association engaged in the business of towing vehicles on public streets or highways for compensation or with the expectation of compensation for the towing, storage or repair of vehicles. The term "wrecker company" includes the



owner, operator, employee or agent or a towing company but does not include cities, counties or other political subdivisions of the state.

*Wrecker selection* means the selection process provided for in section [11-393].

( [Ord. No. 839](#), § 3(11-276), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-383. - Vehicle disabilities and accidents covered.

The prohibitions and requirements of this article shall apply to all vehicle accidents and vehicle disabilities occurring on public property or property having public access and commonly used by the public, regardless of whether or not the final resting place of a vehicle is upon the above described areas immediately after the accident or disability, police pulls for the vehicles for violations of the laws of the State of Texas, and those circumstances where the operator is incapacitated and unable to drive said vehicle, or if the operator is arrested.

( [Ord. No. 839](#), § 3(11-277), 3-3-2015)

Sec. 11-384. - Certain emergencies excepted.

The prohibitions and requirements of this article shall not apply to any person who necessarily must act immediately to prevent death or bodily injury to any person involved in an accident. This authority may include the use of any means necessary to clear a roadway, move or remove a vehicle or other item, or otherwise assist in the preservation of life or property.

( [Ord. No. 839](#), § 3(11-278), 3-3-2015)

Sec. 11-385. - Pushing or towing.

A vehicle may be pushed or towed by another vehicle only when it does not reasonably require removal by a wrecker and only when it may be done in a safe manner. Tow trucks may not be used to remove a wrecked vehicle from the scene of an accident.

( [Ord. No. 839](#), § 3(11-279), 3-3-2015)

Sec. 11-386. - City employees shall not attempt to influence owners of vehicles.

No employee of the city shall recommend to any person in any manner the name of any repair, wrecker or towing business, nor shall any city employee influence or attempt to influence in any manner the decision of any person in choosing or selecting a repair, wrecker service or towing business.

( [Ord. No. 839](#), § 3(11-280), 3-3-2015)

Sec. 11-387. - Wrecker prohibited at scene unless called; solicitation prohibited.

- (a) No person shall drive a wrecker to the site of an accident or park in the immediate vicinity of an accident, within the corporate limits of the city unless such person has been called to the site by the owner of the vehicle, his or her authorized representative, or by the police department. Any wrecker company when called as provided herein shall notify the police dispatcher before proceeding to the disabled vehicle.
- (b) No person shall solicit in any manner, directly or indirectly, at the immediate site of an accident involving motor vehicles in the city, any business regarding wrecked or disabled vehicles, regardless

of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading or purchasing said vehicle. The presence of any person engaged in the wrecker business or other business for which solicitation is prohibited (such person not having been specifically summoned by the owner or legal custodian of the vehicle of a wrecked or disabled vehicle, or if not by the owner, the police officer in charge of the accident investigation) either as owner, operator, employee or agent on any street at the site of an accident or within the immediate vicinity within one hour after the happening of such accident shall be prima facie evidence of a solicitation in violation of this section.

- (c) Any person who violates, disobeys, omits, neglects or refuses to comply with or who resist the enforcement of any of the provisions of this section shall be fined not less than \$50.00 nor more than \$500.00.

( [Ord. No. 839](#), § 3(11-281), 3-3-2015)

Sec. 11-388. - Inspection certificates required for wreckers and heavy wrecker.

No person shall operate a wrecker or heavy duty wrecker to remove a vehicle within the city, for the Kyle Police Department as a police pull/rotation/rotation pull, unless a wrecker inspection certificate for such wrecker has been issued by the chief of police or designee. Such certificate shall be affixed securely to the inside of the windshield of such wrecker and displayed at all times.

( [Ord. No. 839](#), § 3(11-282), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-389. - Procedure for acquiring inspection certificates, wrecker rotation list.

- (a) Any wrecker company desiring to engage in the wrecker business in the city shall annually apply in writing to the chief of police or designee on a form provided for that purpose by the chief of police or designee for an inspection certificate for each wrecker proposed to be operated. The application shall contain the name, address and telephone number of the wrecker company, the number and types of wreckers to be operated, the legal owner of the company concerned and a statement that the applicant does or does not desire to appear on the "wrecker rotation list," and other information as required by the chief of police or designee to properly administer this article.
- (b) A wrecker company desiring to be placed on the Kyle Police Department's wrecker rotation list must provide proof that the vehicle storage facility is in compliance with all City of Kyle ordinances, building codes, and rules and regulations, on a form provided, before any inspections will take place by the Kyle Police Department.
- (c) The applicant shall submit an acceptable payment of a fee at the time of submitting the application in the amount of \$250.00 per application, which said fee shall be included in the city's fee schedule as adopted or amended by the City of Kyle City Council.
- (d) Every application, when filed, shall be sworn to by the applicant and filed with the Kyle Police Department.

( [Ord. No. 839](#), § 3(11-283), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-390. - Qualifications, equipment, insurance.

The chief of police or designee shall issue an inspection certificate for each qualified wrecker which shall be valid until December 31 of the year in which same was issued. If, on January 1 of the following year, no wrecker company has been approved to be on the wrecker rotation list, the rotation wrecker list from the previous year shall remain in effect, until the first wrecker company is approved to be on the rotation wrecker list for the new year, at which time the wrecker rotation list will be reset, removing all unapproved wrecker companies.

- (1) Each wrecker shall be not less than one ton in size and shall have a gross vehicle weight of not less than 10,000 pounds.
- (2) Each wrecker shall be equipped with a lifting device, winch line and boom with a rated lifting capacity of not less than 8,000 pounds, single-line capacity.
- (3) Each wrecker shall carry as standard equipment towing mechanisms, safety chains, a properly functioning fire extinguisher and emergency lighting as approved by the chief or police or designee. Standard equipment for wreckers shall also include a broom, square point shovel and a receptacle for holding debris.
- (4) Wreckers which are qualified for the rotation list shall be equipped with flashing or rotating beacons capable of warning motorists, and such beacons shall be used in accordance with the Texas Transportation Code and, if approved, police radio communications of a type approved by the chief of police or designee.
- (5) Each wrecker shall have inscribed on both the passenger and driver doors, in letters not less than three inches in height, the name, city and telephone number of the wrecker company.
- (6) Each owner of a wrecker must furnish evidence of the minimum insurance coverage at the time of the application as defined and required for a tow truck by state law.
- (7) Each policy of said insurance coverage must contain an endorsement providing for ten days' notice to the city in the event of any material change or cancellation of any policy and shall name the city as an additional insured while the wrecker company is performing a wrecker job for the city.
- (8) Each wrecker company shall provide a telephone number to the Kyle Police Dispatch Division that will be the primary contact point for the police department, and such number shall be promptly answered 24 hours per day on each day of the year. The Kyle Police Department Dispatch is not obligated to contact any other number, other than the primary contact number when called for police pull/rotation/rotation pull.

( [Ord. No. 839](#), § 3(11-284), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-391. - Requirements for wrecker rotation list.

In order to qualify for the wrecker rotation list, and to maintain a place on said list, the following requirements shall be met:

- (1) All delinquent taxes due to the city by a wrecker company must be paid prior to the wrecker company being added to the rotation list;
- (2) The applicant shall have a minimum of two wreckers and two certified drivers that meet the requirements of the Texas Department of Licensing and Regulation and that are available for wrecker service at all times, one of which may be a rollback unit as defined herein. It is not required for a wrecker company to station a wrecker at a vehicle storage facility at all times;
- (3) If a wrecker company elects to be added to the heavy duty wrecker rotation list, the wrecker company must have a minimum of one heavy duty wrecker available for service at all times;
- (4) The applicant shall file a sworn statement that the applicant has no financial or ownership interest in any other wrecker service which is on the city's wrecker rotation list;
- (5) Wrecker companies with inquiries or questions directed to the Kyle Police Department, regarding the execution of this article, are to send inquiries to the chief of police or the chief's designee in writing. Complaints by wrecker companies on other wrecker companies or Kyle police officers must be submitted to the chief of police or his designee in writing. Inquiries or questions regarding the compliance, execution of this article, or complaints are not to be directed to the Kyle Emergency Communications Center; and

- (6) The applicant must have an individually owned or leased vehicle storage facility within the city limits of Kyle. Each vehicle storage facility located within the City of Kyle must comply with all City of Kyle ordinances, building codes, and rules and regulations prior to operating within the City of Kyle. Heavy duty wrecker companies are not required to have a storage facility within the city limits.

( [Ord. No. 839](#), § 3(11-285), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-392. - Grounds for suspension or removal.

- (a) After an administrative hearing, the chief of police may recommend suspension or removal of any wrecker company from the rotation list if:
  - (1) The place on the wrecker rotation list was procured by fraudulent conduct, concealment of or false statement of a material fact concerning the wrecker company at the time of the wrecker company makes its application or such fraudulent conduct is subsequently discovered;
  - (2) The wrecker company violates the provisions of this chapter or any other city ordinance or any state law regulating vehicular traffic or wrecker companies;
  - (3) The wrecker company fails to comply with the provisions of a storage area for wrecked or disabled vehicles;
  - (4) The wrecker company fails to protect the vehicle in its care as a result of a wrecker pull and fails to prevent parts, accessories and personal belongings from being removed from the vehicle, except as may be necessary to protect such items from theft;
  - (5) The wrecker company fails to deliver a vehicle directly to said company's vehicle storage facility, the location within the city limits as designated by the owner or legal custodian of the vehicle, or to the location designated by the police officer investigating the accident, provided such vehicle can be legally delivered to such location as designated by said officer, but this provision shall not apply when it is necessary to remove a vehicle to its ultimate destination by two separate tows because of an emergency or breakdown of a wrecker, and no charge is levied which is greater than the amount provided in section 11-395 for a single tow from one point on a street to another location within the city limits; this shall not prohibit the wrecker company and the owner or legal custodian of the vehicle from entering into an agreement to deliver the vehicle to any other location, provided that the police officer investigating the accident has not required otherwise;
  - (6) The wrecker company is repeatedly tardy without justification acceptable to the police chief or designee in arriving after being called to the scene of an accident by the police department for a rotation, rotation pull or police pull;
  - (7) The wrecker company or its employee intentionally provides confidential arrest information learned by the wrecker company or its employee, as a result of a police action, from the scene of a rotation pull or police pull and provides this information to any other person, party or business in the city that may find it advantageous to acquire such information; or
  - (8) The conviction of an employee, agent or contractor of the wrecker company, as defined in this article, of fraud, theft or any felony, as defined in the Texas Penal Code, in the conduct or operation of the wrecker company.
  - (9) Any lapse in the required insurance shall be cause for an immediate revocation of its municipal permit. Any costs, expenses or liabilities incurred during such lapse or suspension are to be borne in their entirety by the wrecker company.
- (b) The chief of police shall give ten days' notice of the time and place for the administrative hearing concerning suspension, cancellation or removal as provided above and is empowered to administer oaths to witnesses and to conduct hearings as otherwise provided by law.

- (c) Findings of the chief of police and said chief's written order of suspension or removal from the rotation list shall terminate all authority and permission theretofore granted. The period of suspension or removal from the rotation list shall not exceed one year, unless the violation occurs under subsection (a)(1), (7) or (8) above, in which case removal from the rotation list will be permanent. If ownership of the permanently removed wrecker company changes, the new owners may apply to join the rotation list. The chief of police will present the application to the city council, who has the final authority to affirm, reject or modify the application.
- (d) Any order of the chief of police in this section may be appealed to the city council within ten days from the date of suspension or removal. The city council shall have authority to reverse, affirm, vacate or modify the order of the chief of police, provided that, in the event of affirmance of the order, the suspension shall commence upon the date of action by the city council.

( [Ord. No. 839](#), § 3(11-286), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-393. - Procedure used in wrecker selection.

- (a) When a police officer investigating an accident determines that any vehicle which has been involved in an accident should be removed by a wrecker, the officer shall first determine whether or not the legal custodian of the vehicle has already made arrangements with an authorized wrecker service or, if appropriate, a restricted use wrecker, for the removal of the vehicle.
- (b) If not, the officer shall request the legal custodian of the vehicle to either designate an authorized company or allow a wrecker to be called from the wrecker rotation list as follows:
  - (1) If the legal custodian of the vehicle selects a wrecker company, the investigating officer shall notify the police department dispatcher to call the wrecker company. If the requested wrecker company is unable to promptly respond, then the wrecker company first up on the rotation list will be called. If the first-up wrecker company is unavailable to respond, other wrecker companies in order on said list shall be called until an available company is located.
  - (2) If the legal custodian of the vehicle does not designate a wrecker company to be called, the investigating police officer shall notify the dispatcher to call the wrecker company first-up on the wrecker rotation list and furnish its name to the investigating officer. In such event, the investigating officer shall notify the police dispatcher who shall call the wrecker company next up from the wrecker rotation list and dispatch it to the scene. The vehicle or vehicles to be removed shall be taken to the place designated by the owner, legal custodian of the vehicle or by the investigating officer or to the wrecker company's storage facility if no designation is made.
- (c) On each succeeding accident or call, the next wrecker company on the rotation list will be called to respond. The chief of police will establish a fair and consistent rotation procedure to ensure equal service for each wrecker company on the rotation list.
- (d) To effect the wrecker rotation and heavy duty wrecker list procedure, the police department shall keep a master list of all wrecker companies which meet all the requirements of this chapter and are qualified to be on the wrecker rotation list and the heavy duty wrecker rotation list.

( [Ord. No. 839](#), § 3(11-287), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-394. - Storage; wrecker company responsibility.

It shall be the responsibility of each wrecker company to provide a storage area for wrecked or disabled vehicles which are moved or towed as the result of a police or rotation pull. The storage area may be inspected by the chief of police or designee to determine whether it complies with the provisions of this section. A wrecker company or storage facility shall meet all requirements set forth by the Texas Department of Licensing and Regulation, which establish the minimum standards for motor carrier laws



and storage facilities, in order to qualify for participation on the rotation list. The storage area must also be located within the incorporated city limits of Kyle.

( [Ord. No. 839](#), § 3(11-288), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-395. - Fees for service, towing and storage.

- (a) *Towing.* It is not the policy of the city to regulate the fees for towing or services provided by a wrecker company on the rotation list. However, no wrecker company on the rotation list shall charge a higher fee or rate for calls originating by virtue of the rotation list than for calls for similar services from other sources.
- (b) *Rate sheet required.* Each wrecker company shall provide to the chief of police or designee a rate sheet listing its published rates for towing and storage for each class, annually, or sooner if there is a rate change. This list shall also include all charges for ancillary services such as the use of dollies, dropping, hooking linkage, clearing debris off the roadway and similar charges. No charge shall be greater than those listed on the rate sheet.
- (c) *Storage.* Storage fees shall not exceed the limitations as set forth in state law.
- (d) *Other charges.* Any ancillary services are to be performed only if required and appropriate.
- (e) *Waiting time.* A charge of not more than \$15.00 for each one-half hour of time spent shall be allowed for waiting to tow a vehicle, and a charge of not more than \$250.00 for each one-half hour of time spent shall be allowed for waiting to tow a vehicle for heavy duty wrecker services.

( [Ord. No. 839](#), § 3(11-289), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-396. - Fee regulation for police pull not involving accident.

On a police pull for a vehicle that is in safe driving condition, but no owner or legal custodian of the vehicle or licensed operator is present to drive the vehicle from the site, the wrecker company called from the rotation list shall observe and maintain the same maximum fees provided for in this chapter. If a police officer requests a hold placed on the vehicle, then the wrecker company and/or storage facility operator may not release the vehicle to any other person until authorization is granted by the police department.

( [Ord. No. 839](#), § 3(11-290), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-397. - Rules for extraordinary conditions; large vehicles.

- (a) If a vehicle is wrecked or disabled and a wrecker of ordinary lifting capacity cannot move the vehicle, the investigating police officer will summon a wrecker from the heavy duty wrecker rotation list that has the capacity to move the vehicle. Charges rendered for services of wreckers of extraordinary lifting capacity shall not exceed the usual and customary charges for like services provided in the wrecker industry.
- (b) If the wrecker company determines that additional wrecker is needed, the wrecker company will either provide the additional wrecker (of their choice) or request the police officer in charge of the scene to call another wrecker company. If the primary wrecker company provides an additional wrecker or has the police officer in charge of the scene summon another wrecker company, the primary wrecker company must advise the police officer in charge of the scene, the reason for the needed assistance and the approximate time delay in the removal of vehicles and debris from the scene. If the determination of need for an additional wrecker is based on the lack of equipment normally required to be present on the primary wrecker, the company will not be compensated for the additional wrecker called to the scene.

- (c) If, in the opinion of fire or police officials, a wrecked or disabled vehicle or its cargo constitutes a hazard to the public, any wrecker company shall act at the direction of the said official. Said official may take any actions needed within state law to preserve life, property or the public peace, to include restoring the normal flow of traffic to public roadways.

( [Ord. No. 839](#), § 3(11-291), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-398. - Removal of wrecks and debris.

The operator of a wrecker shall remove from the street, along with the disabled vehicle, all broken or shattered glass and other debris and parts coming from the disabled vehicle to include fluid spills of less than five gallons. Failure to do so shall constitute a misdemeanor punishable as provided in the city's Code of Ordinances and subject to cancellation of the wrecker license. A truck and trailer or pulled or transported items shall constitute one vehicle and shall be treated as such by the wrecker company.

( [Ord. No. 839](#), § 3(11-292), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

Sec. 11-399. - Nonresident wrecker companies.

No provisions in this article shall be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from some point in the city other than the site of an original accident to some point outside the city, nor shall it be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from a point outside the city limits to a destination inside the city limits.

( [Ord. No. 839](#), § 3(11-293), 3-3-2015)

Sec. 11-400. - Companies to keep records.

- (a) Every wrecker company qualified for and whose name appears at its request on the wrecker rotation list shall maintain at its storage facility any and all records pertaining to all vehicles moved by the wrecker company.
- (b) The records shall contain the following information:
- (1) Make, model and identification numbers of the disabled vehicle moved by the company;
  - (2) Location from which a disabled vehicle was removed and the final destination of the vehicle;
  - (3) Total amount charged for towing;
  - (4) Storage rate per day;
  - (5) A detailed description of all personal property within the disabled vehicle at the time of its removal; and
  - (6) The date, time, name of the wrecker operator(s) involved in the tow.
- (c) The records described in subsection (b) of this section shall be preserved by the wrecker company for at least six months from the date such company came into possession of the vehicle.
- (d) The wrecker company shall make available to the chief of police or designee said records upon request and within a reasonable time.

( [Ord. No. 839](#), § 3(11-294), 3-3-2015)

Sec. 11-401. - Establishment of rotation schedules.

The chief of police or designee shall establish a rotation procedures intended to provide equal service potential for each wrecker business on the rotation list. The procedures established by the chief of police shall be subject to review by the city council upon request by any wrecker company that alleges the procedures established are illegal. The chief of police or designee shall issue a valid inspection certificate for each qualified wrecker which shall be valid until December 31 of the year in which the same was issued. If, on January 1 of the following year, no wrecker company has been approved to be on the wrecker rotation list, the list from the previous year shall remain in effect until the first wrecker company is approved to be on the wrecker rotation list for the new calendar year. At that time, the wrecker rotation list will be reset by removing all unapproved wrecker companies.

( [Ord. No. 839](#), § 3(11-295), 3-3-2015; [Ord. No. 903](#), § 2, 5-3-2016)

## ARTICLE VI. - TOWING SERVICES<sup>[6]</sup>

Footnotes:

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**State Law reference**— Vehicle towing, V.T.C.A., Occupations Code § 2308.001 et seq.

Sec. 11-275. - Purpose.

- (a) The purpose of this article is to provide the city with requirements set forth for voluntary participation of privately owned commercial towing and wrecker services with the city. This article shall apply to all commercial towing and wrecker services whose principal place of business is located within the corporate limits of the city and to all commercial towing and wrecker services, both within and without the city, who participate in nonconsent tows in the city.
- (b) For the purpose of this article, nonconsent tow is the removal of any motor vehicle from a public or private place without the effective consent of the vehicle's owner.

(Ord. No. 252, § 1, 2-20-1990)

**State Law reference**— Regulation of tow trucks within the city, V.T.C.A., Occupations Code § 2308.201.

Sec. 11-276. - Registration.

Each commercial towing and wrecker service who desires to participate in this rotation system as described herein shall provide its business name, address, telephone number, normal business hours and an operator's name, address and telephone number for after-hours calls to the chief of police of the city. When nonconsent towing or wrecker services are required, notice will be given to the commercial towing and wrecker service as dictated by the policy of the county sheriff's department. The rotation system currently allows for one tow, regardless of its nature, and then will rotate to the next commercial towing and wrecker service listed. Any commercial towing or wrecker service whose operator stops at the scene of any accident or other incident without being notified by the police dispatcher will be subject to suspension from the rotation system for a period not to exceed 30 days; similar suspension shall also result to any wrecker service called under the rotation system to an accident whose operator removes a vehicle without properly cleaning the location to include removal of all debris associated with said accident.

(Ord. No. 252, § 2, 2-20-1990)

Sec. 11-277. - Solicitation.

- (a) Officers or employees of the city police department shall not solicit, recommend or suggest any particular commercial towing or wrecker service to any individual for any purpose and shall not call any such service that is not on the rotation system. However, when a personal request is made by an individual for a particular commercial towing or wrecker service, such request shall not alter the position of that service in the rotation system. The name, address and telephone number of the individual requesting a particular towing or wrecker service shall be recorded by the investigating officer and filed by the police department.
- (b) Wrecker owners shall not solicit nor offer any gratuity to any officer for consideration of towing services.

(Ord. No. 252, § 3, 2-20-1990)

Sec. 11-278. - Compliance with state law.

Compliance with the provisions of V.T.C.A., Occupations Code § 2308.001 et seq., is a prerequisite and continuing standard to be complied with and to be and remain eligible to render tow truck services in the city and to participate in the rotation system. The owner shall obtain a license and a permit for each tow truck as provided in V.T.C.A., Occupations Code §§ 2308.101 et seq. and 2308.153 et seq., from the state commission of licensing and regulation and maintain such license and permit in good standing as a prerequisite for participation in the rotation system.

(Ord. No. 252, § 4, 2-20-1990)

**State Law reference**— Tow truck permit requirements, V.T.C.A., Occupations Code § 2308.101 et seq.

Sec. 11-279. - Availability.

Each participating commercial towing and wrecker service must be available to respond to police department calls on a 24-hour per day basis and shall respond to any location within the city within 20 minutes after being notified by police department communications personnel. In the event of mechanical difficulty, illness, vacation or any other reason for inability to respond as required, the commercial towing or wrecker service shall so notify the police department communications section and request not to be notified pending further notice. While unable to respond, the rotation log will be completed with "out of service" each time the wrecker service's name occurs. When capability to respond has been restored, said wrecker service shall notify the police department communications section. If a wrecker or towing service fails to respond to a call on three occasions during a six-month period or two occasions during a three-month period, said service shall be removed from the rotation for a period not to exceed 30 days.

(Ord. No. 252, § 5, 2-20-1990)

Sec. 11-280. - Equipment.

Every wrecker shall be equipped with all equipment and comply with all technical requirements as specified and required by V.T.C.A., Occupations Code § 2308.001 et seq. and the applicable rules promulgated by the state commission of licensing and regulation. Any such wrecker shall be subject to inspection at any time by any officer of the police department.

(Ord. No. 252, § 6, 2-20-1990)

Sec. 11-281. - Records.

Records of services provided under this article shall be maintained by each commercial towing or wrecker service for a minimum period of one year and shall be made available for inspection upon request by the chief of police or his representative. Any officer impounding a vehicle as a nonconsent impound shall submit a report form as to the physical appearance of the vehicle, of which one copy shall be supplied to the wrecker operator.

(Ord. No. 252, § 7, 2-20-1990)

Sec. 11-282. - Fees.



Each participating commercial towing and wrecker service shall be limited in the fees it charges for tows authorized by the city police department. Such fees shall be no more than the fees set forth in appendix A to this Code.

(Ord. No. 252, § 8, 2-20-1990)

Sec. 11-283. - Administration.

A wrecker service operating under the authority of this article shall notify the city police department within 24 hours of any nonconsent tow authorized by anyone other than a peace officer. In addition, each wrecker service participating in the rotation system shall provide the city police department with a monthly list of all vehicles impounded by that service other than those authorized by the owner. Said list shall include the vehicle's license number, VIN number, year, model, make, color, location of impound, and date of impound. For the administration of this article, each wrecker service shall charge and collect the fee in appendix A to this Code for each nonconsent or motor vehicle accident tow performed under this article in addition to authorized towing fees. Such amounts collected shall be paid to the city on or before the tenth of each month for all such collections made during the preceding month.

(Ord. No. 252, § 9, 2-20-1990)

Sec. 11-284. - Insurance.

- (a) Any commercial towing or wrecker service performing services under the provision of this article shall procure and keep in force and effect and shall keep on file with the city secretary a policy of public liability and property damage insurance, or a certificate of insurance, issued by a casualty insurance company which is authorized to do business in the state. Said policy or certificate shall be in the standard form approved by the state board of insurance, shall contain a provision that at least ten days prior notice of material change or cancellation of said insurance shall be given to city by the insurance company, and shall contain a provision which includes the city as an additional named insured. The coverage provisions of said policy shall insure the public from loss or damage that may arise to any person or property by reason of the operation of a commercial wrecker participating in the rotating system of notification operated by the city police department and shall be in the minimum amounts which are on file in the city secretary's office:
- (1) Each tow truck with a gross vehicle weight of 26,000 pounds or less must carry coverage in the amount which is on file in the city secretary's office.
  - (2) Each tow truck with a gross vehicle weight over 26,000 pounds must carry coverage in the amount which is on file in the city secretary's office.
  - (3) Each tow truck with a gross vehicle weight 26,000 pounds or less must carry cargo, on-hook or similar type insurance in an amount not less than the amount which is on file in the city secretary's office; provided, however, for satisfaction of the requirement for insurance against damage to a towed vehicle, a surety bond in the minimum amount which is on file in the city secretary's office may be provided to the city. Said surety bond shall be available for the satisfaction of any valid final judgment against the commercial towing or wrecker service for property damage to a vehicle towed by said service pursuant to the terms of this article or to satisfy any agreement between a towing service and a claimant.
  - (4) Each tow truck with a gross vehicle weight over 26,000 pounds and a tandem axle must have tow truck cargo or on-hook insurance for the coverage of a towed vehicle in an amount not less than the amount which is on file in the city secretary's office; provided, however, for satisfaction of the requirement for insurance against damage to a towed vehicle a surety bond in the minimum amount which is on file in the city secretary's office. Said surety bond shall be available for the satisfaction of any valid final judgment against the commercial towing or

wrecker service for property damage to a vehicle towed by said service, pursuant to the terms of this article, or to satisfy any agreement between a towing service and a claimant.

- (b) All commercial towing or wrecker services performing services under the provisions of this article shall hold the city harmless from all claims, actions and lawsuits which may result from injury to persons and/or damages to property caused by said commercial towing or wrecker service, its agents, or employees. Any vehicle or articles inside said vehicle shall be the sole responsibility of the commercial towing or wrecker service towing the vehicle.
- (c) All commercial towing or wrecker services performing services under the provisions of this article shall respond within ten days to complaints about the service performed or about damage to any vehicle while it was towed or impounded by that service. The commercial towing or wrecker service shall respond in writing to the person complaining and to the chief of police of the city.
- (d) Penalty for failure to comply with this section shall be removal from the rotation system for a period not to exceed 30 days from and after compliance is achieved.

(Ord. No. 252, § 10, 2-20-1990)

Sec. 11-285. - Prompt release of impounded vehicles.

All commercial towing or wrecker services performing services under the provision of this article shall release impounded vehicles immediately upon receipt of a release form signed by a city police department officer. Vehicles released other than during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) may be subject to an additional charge of \$20.00. Released vehicles shall be delivered to their owners or operators at or near the entrance to the wrecker yard. The city police department officers may inspect cars at any time at no charge. Failure to comply with this section will result in the removal by the chief of police of the towing and wrecker service from the rotation system for a period not to exceed 30 days.

(Ord. No. 252, § 11, 2-20-1990)

Sec. 11-286. - Removal from the rotation system.

The chief of police may remove a towing or wrecker service from the rotation system for any violation of this article or for any violation of the provisions of V.T.C.A., Occupations Code § 2308.001 et seq., or violations of the Texas Penal Code committed in the course of the business of providing towing or wrecker service or storage. Any removal not specifically provided for in this article shall be for a period not to exceed 30 days.

(Ord. No. 252, § 12, 2-20-1990)

Sec. 11-287. - Appeals.

Appeals from the decision of the chief of police to remove a wrecker service from the rotating system may be made to the city council within ten days of the action of the chief being appeal from. The city council shall hear and decide the appeal as soon as practicable after receipt of the appeal. Both the city and the appellant may be represented by an attorney.

(Ord. No. 252, § 13, 2-20-1990)

Secs. 11-288—11-307. - Reserved.

ORDINANCE 839

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS, BY ADDING ARTICLE IX, SECTIONS 11-275 THROUGH 11-295, TO CHAPTER 11 (BUSINESS REGULATIONS) OF SAID CODE; NAMING ARTICLE IX "COMMERCIAL TOWING AND WRECKER SERVICES"; PROVIDING FOR DEFINITIONS, REGULATIONS OF WRECKER SERVICE FOR VEHICLE DISABILITIES, ACCIDENTS, AND INCAPACITATED OPERATORS; REQUIRING WRECKER REGISTRATION, CERTIFICATION AND QUALIFICATIONS; ESTABLISHING A ROTATION LIST; REQUIRING STORAGE FACILITIES TO BE LOCATED WITHIN THE CITY LIMITS; PROVIDING FOR PENALTIES; PROVIDING FOR APPEALS TO CITY COUNCIL; ESTABLISHING FEES; REQUIRING RECORD-KEEPING BY WRECKING COMPANIES; PROVIDING PUBLIC NOTICE PURSUANT TO THE TEXAS OPEN MEETINGS ACT; ESTABLISHING THAT THIS ARTICLE SHALL GOVERN OVER PREVIOUSLY ADOPTED ORDINANCES AND RESOLUTIONS IN CONFLICT WITH SAID ARTICLE; PROVIDING FOR SEVERABILITY; FOR CODIFICATION; FOR PUBLICATION; FOR AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

*RECITALS*

WHEREAS, commercial towing and wrecker services constitute a business enterprise that operates on the public roadways of the city; and,

WHEREAS, such services are subject to regulation by ordinance; and,

WHEREAS, the City Council finds and determines that the regulation of commercial towing and wrecker services on the public roadways are reasonable and necessary to protect the public health, safety, and welfare; and,

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

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

Section 2. Amendment to Chapter 11. Chapter 11 ("Business Regulations") shall be amended to add Article IX, sections 11-275 through 11-295, as set forth herein and incorporated by reference, which shall be entitled "Commercial Towing and Wrecker Services" and which shall have the full force of law.

Section 3. Article IX. Chapter 11 ("Business Regulations") of the Code of Ordinances of the City of Kyle shall be amended to add Article IX to read as follows:

"Sec. 11.275. Purpose.

The purpose of this Article is to provide the city with requirements set forth for voluntary participation or privately owned commercial towing and wrecker services with the city. This article shall apply to all commercial towing and wrecker services whose principal place of business is located within the corporate limits of the city and to all commercial towing and wrecker services, both within and without the city, who participate in nonconsent tows in the city.

"Sec. 11-276. Definitions.

The following words, terms, and phrases when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*ACCIDENT* means an occurrence in the operation of a motor vehicle that results in injury to any person or damage to property.

*CHIEF OF POLICE* means the chief police official of the city or such other Police Department official as he or she shall designate.

*DISABLED* means any vehicle which had been rendered unsafe to be driven upon the streets as the result of some occurrence other than a wreck, reasonably requiring that such vehicle be removed by a wrecker.

*HEAVY DUTY WRECKER* means a wrecker not less than two tons in size.

*HOLD* means a request made to the wrecker company by a police officer on behalf of the Kyle Police Department to maintain custody of a vehicle until approval to release the vehicle to the proper owner is given by the Police Department.

*MOTOR VEHICLE* means any vehicle which is self-propelled.

*NONCONSENT TOW* means the removal of any motor vehicle from a public or private place without the effective consent of the vehicle's owner.

*OWNER'S REQUEST* means the operator or owner-or legal custodian of the vehicle of a wrecked or disabled vehicle may select a wrecker company to remove his or her vehicle and authorizes the Police Department to call that wrecker company on behalf of the individual.

*POLICE DEPARTMENT* means the Kyle Police Department.



*POLICE PULL* means when the Police Department has called a wrecker company from the rotation list to remove a wrecked or disabled vehicle or to remove a vehicle in a safe driving condition when the driver is absent, in custody or otherwise incapable of making authorization.

*PRIVATE PROPERTY COMMONLY USED BY THE PUBLIC* shall mean supermarkets or shopping center parking lots, parking areas provided by business establishments for the convenience of their customers, clients or patrons and parking areas owned and operated for the convenience of, and commonly used by the public.

*PUBLIC PROPERTY* means any property owned by a governmental entity.

*RESTRICTED USE WRECKER* means a wrecker which otherwise complies with the terms and conditions of this chapter, including a current inspection certificate and all required equipment and insurance as set out in section 11-284 and 11-285, but which is operated by a company other than a wrecker company and is used exclusively for the purpose of hauling or towing vehicles owned or operated by the same company owning the wrecker.

*ROLLBACK UNIT* means a specific type of wrecker consisting of a drive-on-hydraulic-tilting, flat- surface bed truck equipped with a forward-mounted winch manufactured with the intent of being able to remove heavily damaged vehicles from the road surface by having the bed unit tilt to the surface and winching the vehicle up onto the flat surface bed. Any rollback unit used under this chapter shall meet all State of Texas tow truck requirements for its intended purpose. A rollback unit meeting all applicable requirements of this chapter and of state law shall be considered a qualified wrecker for the purpose of this chapter, subject to other limitations as set out herein; provided, however, that a rollback unit shall not qualify as a heavy-duty wrecker under this chapter.

*ROTATION* shall mean when the operator of a wrecked or disabled vehicle fails to designate a specific wrecker operator to remove the vehicle and he or she has authorized the Police Department to call a wrecker or heavy duty wrecker from the appropriate rotation list, a police initiated pull will utilize the same rotation list. A separate rotation list will exist for both wreckers and heavy duty wreckers. The Chief of Police will establish the fair and equal rotation lists.

*ROTATION PULL* means and refers to a wrecker company called from the wrecker rotation list.

*STREET* means any street, alley, avenue, lane, public place or highway within the corporate limits of the city.

*TOW TRUCK* means a vehicle equipped with a lifting device which is designed, made or adapted to tow or carry other vehicles but which does not meet the minimum requirements for a wrecker. Vehicles which are commonly referred to as "two-car haulers" or "three-car haulers" are included in this definition of TOW TRUCK.



*VEHICLE* means any device in, upon or by which any person or property is, or may be, transported or drawn upon a street, except devices moved by human power or used exclusively upon stationary rails or tracks.

*VEHICLE STORAGE FACILITY* means a garage, parking lot, or other facility owned or operated by a person other than a governmental entity for storing or parking 10 or more vehicles per year or as amended by the Texas Administrative Code.

*WRECKED* means the status of any vehicle that has been damaged as the result of an accident so as to reasonably require that such vehicle be removed by a wrecker.

*WRECKER* means a motor vehicle used for the purpose of towing or removing disabled or wrecked vehicles which meets all the State of Texas tow truck requirements.

*WRECKER BUSINESS* means any wrecker company that hauls, tows or in any way moves vehicles by the use of a wrecker or tow truck.

*WRECKER COMPANY* means any individual, corporation, partnership or association engaged in the business of towing vehicles on public streets or highways for compensation or with the expectation of compensation for the towing, storage or repair of vehicles. The term *WRECKER COMPANY* includes the owner, operator, employee or agent or a towing company but does not include cities, counties or other political subdivisions of the state.

*WRECKER SELECTION* means the selection process provided for in section 11-286 and 11-288.

“Sec. 11-277. Vehicle Disabilities and Accidents Covered.

The prohibitions and requirements of this chapter shall apply to all vehicle accidents and vehicle disabilities occurring on public property or property having public access and commonly used by the public, regardless of whether or not the final resting place of a vehicle is upon the above described areas immediately after the accident or disability, police pulls for the vehicles for violations of the laws of the State of Texas, and those circumstances where the operator is incapacitated and unable to drive said vehicle, or if the operator is arrested.

“Sec. 11-278. Certain Emergencies Excepted.

The prohibitions and requirements of this chapter shall not apply to any person who necessarily must act immediately to prevent death or bodily injury to any person involved in an accident. This authority may include the use of any means necessary to clear a roadway, move or remove a vehicle or other item, or otherwise assist in the preservation of life or property.

“Sec. 11-279. Pushing or Towing.

A vehicle may be pushed or towed by another vehicle only when it does not reasonably require removal by a wrecker and only when it may be done in a safe manner. Tow trucks may not be used to remove a wrecked vehicle from the scene of an accident.

“Sec. 11-280. City Employees Shall Not Attempt to Influence Owners of Vehicles.

No employee of the city shall recommend to any person in any manner the name of any repair, wrecker or towing business, nor shall any city employee influence or attempt to influence in any manner the decision of any person in choosing or selecting a repair, wrecker service or towing business.

“Sec. 11-281. Wrecker Prohibited At Scene Unless Called; Solicitation Prohibited.

- (A) No person shall drive a wrecker to the site of an accident or park in the immediate vicinity of an accident, within the corporate limits of the city unless such person has been called to the site by the owner of the vehicle, his or her authorized representative, or by the Police Department. Any wrecker company when called as provided herein shall notify the police dispatcher before proceeding to the disabled vehicle.
- (B) No person shall solicit in any manner, directly or indirectly, at the immediate site of an accident involving motor vehicles in the city, any business regarding wrecked or disabled vehicles, regardless of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading or purchasing said vehicle. The presence of any person engaged in the wrecker business or other business for which solicitation is prohibited (such person not having been specifically summoned by the owner or legal custodian of the vehicle of a wrecked or disabled vehicle, or if not by the owner, the police officer in charge of the accident investigation) either as owner, operator, employee or agent on any street at the site of an accident or within the immediate vicinity within one hour after the happening of such accident shall be prima facie evidence of a solicitation in violation of this section.
- (C) Any person who violates, disobeys, omits, neglects or refuses to comply with or who resist the enforcement of any of the provisions of this section shall be fined not less than \$50.00 nor more than \$500.00.

“Sec. 11-282. Inspection Certificates Required for Wreckers and Heavy Wrecker.

No person shall operate a wrecker or heavy duty wrecker to remove a vehicle within the city unless a wrecker inspection certificate for such wrecker has been issued by the Chief of Police or designee. Such certificate shall be affixed securely to the inside of the windshield of such wrecker and displayed at all times.

“Sec. 11-283. Procedure for Acquiring Inspection Certificates, Wrecker Rotation List.

- (A) Any wrecker company desiring to engage in the wrecker business in the city shall annually apply in writing to the Chief of Police or designee on a form provided for that



purpose by the Chief of Police or designee for an inspection certificate for each wrecker proposed to be operated. The application shall contain the name, address and telephone number of the wrecker company, the number and types of wreckers to be operated, the legal owner of the company concerned and a statement that the applicant does or does not desire to appear on the "wrecker rotation list," and other information as required by the Chief of Police or designee to properly administer this ordinance.

- (B) The applicant shall submit an acceptable payment of a fee at the time of submitting the application in the amount of \$250.00 per application, which said fee shall be included in the City's Fee Schedule as adopted or amended by the City of Kyle city council.
- (C) Every application, when filed, shall be sworn to by the applicant and filed with the Kyle Police Department.

"Sec. 11-284. Qualifications, Equipment, Insurance.

The Chief of Police or designee shall issue an inspection certificate for each qualified wrecker which shall be valid until December 31 of the year in which same was issued. No inspection certificate authorizing the operation of a wrecker shall be operated in the city unless the following minimum requirements are met:

- (A) each wrecker shall be not less than one ton in size and shall have a gross vehicle weight of not less than 10,000 pounds.
- (B) Each wrecker shall be equipped with a lifting device, wench line and boom with a rated lifting capacity of not less than 8,000 pounds, single-line capacity.
- (C) Each wrecker shall carry as standard equipment towing mechanisms, safety chains, a properly functioning fire extinguisher and emergency lighting as approved by the Chief or Police or designee. Standard equipment for wreckers shall also include a broom, square point shovel and a receptacle for holding debris.
- (D) Wreckers which are qualified for the rotation list shall be equipped with flashing or rotating beacons capable of warning motorists, and such beacons shall be used in accordance with the Texas Transportation Code and, if approved, police radio communications of a type approved by the Chief of Police or designee.
- (E) Each wrecker shall have inscribed on both the passenger and driver doors, in letters not less than three inches in height, the name, city and telephone number of the wrecker company.
- (F) Each owner of a wrecker must furnish evidence of the minimum insurance coverage at the time of the application as defined and required for a tow truck by the Texas Administrative Code, Title 43, Chapter B.

- (G) Each policy of said insurance coverage must contain an endorsement providing for ten (10) days' notice to the city in the event of any material change or cancellation of any policy and shall name the city as an additional insured while the wrecker company is performing a wrecker job for the city.
- (H) Each wrecker company shall provide a telephone number to the Kyle Police dispatch division that will be the primary contact point for the Police Department, and such number shall be promptly answered twenty-four hours per day on each day of the year.

"Sec. 11-285. Requirements for Wrecker Rotation List.

In order to qualify for the wrecker rotation list, and to maintain a place on said list, the following requirements shall be met:

- (A) all delinquent taxes due to the city by a wrecker company must be paid prior to the wrecker company being added to the rotation list;
- (B) the applicant shall have a minimum of two wreckers and two certified drivers that meet the requirements of the Texas Department of Licensing and Regulation and that are available for wrecker service at all times, one of which may be a rollback unit as defined herein;
- (C) if a wrecker company elects to be added to the heavy-duty wrecker rotation list, the wrecker company must have a minimum of one heavy duty wrecker available for service at all times;
- (D) the applicant shall file a sworn statement that the applicant has no financial or ownership interest in any other wrecker service which is on the city's wrecker rotation list; and,
- (E) the applicant must have an individually-owned or leased vehicle storage facility within the city limits of Kyle unless the service is provided by a heavy-duty wrecker company. Heavy-duty wrecker companies are not required to have a storage facility within the city limits..

"Sec. 11-286. Grounds for Suspension or Removal.

- (1) After an administrative hearing, the Chief of Police may recommend suspension or removal of any wrecker company from the rotation list if:
  - (A) the place on the wrecker rotation list was procured by fraudulent conduct, concealment of or false statement of a material fact concerning the wrecker company at the time of the wrecker company makes its application or such fraudulent conduct is subsequently discovered; or
  - (B) the wrecker company violates the provisions of this chapter or any other city ordinance or any state law regulating vehicular traffic or wrecker companies; or,



- (C) the wrecker company fails to comply with the provisions of a storage area for wrecked or disabled vehicles; or,
- (D) the wrecker company fails to protect the vehicle in its care as a result of a wrecker pull and fails to prevent parts, accessories and personal belongings from being removed from the vehicle, except as may be necessary to protect such items from theft; or,
- (E) the wrecker company fails to deliver a vehicle directly to said company's vehicle storage facility, the location within the city limits as designated by the owner or legal custodian of the vehicle, or to the location designated by the police officer investigating the accident, provided such vehicle can be legally delivered to such location as designated by said officer, but this provision shall not apply when it is necessary to remove a vehicle to its ultimate destination by two separate tows because of an emergency or breakdown of a wrecker, and no charge is levied which is greater than the amount provided in §11-289 for a single tow from one point on a street to another location within the city limits; this shall not prohibit the wrecker company and the owner or legal custodian of the vehicle from entering into an agreement to deliver the vehicle to any other location, provided that the police officer investigating the accident has not required otherwise; or
- (F) the wrecker company is repeatedly tardy without justification acceptable to the Police Chief or designee in arriving after being called to the scene of an accident by the Police Department for a rotation pull or police pull; or
- (G) the wrecker company or its employee intentionally provides confidential arrest information learned by the wrecker company or its employee, as a result of a police action, from the scene of a rotation pull or police pull and provides this information to any other person, party or business in the city that may find it advantageous to acquire such information.

(2) The Chief of Police shall give ten-days' notice of the time and place for the administrative hearing concerning suspension, cancellation or removal as provided above and is empowered to administer oaths to witnesses and to conduct hearings as otherwise provided by law.

(3) Findings of the Chief of Police and said Chief's written order of suspension or removal from the rotation list shall terminate all authority and permission theretofore granted. The period of suspension or removal from the rotation list shall not exceed one year, unless the violation occurs under division (A)(7) above, in which case removal from the rotation list will be permanent. If ownership of the permanently removed wrecker company changes, the new owners may apply to join the rotation list. The Chief of Police will present the application to the City Council, who has the final authority to affirm, reject or modify the application.

(4) Any order of the Chief of Police in this section may be appealed to the City Council within ten days from the date of suspension or removal. The City Council shall have authority to reverse, affirm, vacate or modify the order of the Chief of Police; provided, that



in the event of affirmance of the order, the suspension shall commence upon the date of action by the City Council.

“Sec. 11-287. Procedure Used In Wrecker Selection.

- (A) When a police officer investigating an accident determines that any vehicle which has been involved in an accident should be removed by a wrecker, the officer shall first determine whether or not the legal custodian of the vehicle has already made arrangements with an authorized wrecker service or, if appropriate, a restricted use wrecker, for the removal of the vehicle.
- (B) If not, the officer shall request the legal custodian of the vehicle to either designate an authorized company or allow a wrecker to be called from the wrecker rotation list as follows:
  - (1) If the legal custodian of the vehicle selects a wrecker company, the investigating officer shall notify the Police Department dispatcher to call the wrecker company. If the requested wrecker company is unable to promptly respond, then the wrecker company first up on the rotation list will be called. If the first-up wrecker company is unavailable to respond, other wrecker companies in order on said list shall be called until an available company is located.
  - (2) If the legal custodian of the vehicle does not designate a wrecker company to be called, the investigating police officer shall notify the dispatcher to call the wrecker company first-up on the wrecker rotation list and furnish its name to the investigating officer. In such event, the investigating officer shall notify the police dispatcher who shall call the wrecker company next up from the wrecker rotation list and dispatch it to the scene. The vehicle or vehicles to be removed shall be taken to the place designated by the owner, legal custodian of the vehicle or by the investigating officer or to the wrecker company's storage facility if no designation is made. If the responding wrecker company is unable to immediately provide a wrecker for each wrecked vehicle at the scene, the wrecker service next on the rotation list shall be called to remove excess vehicles.
- (C) On each succeeding accident or call, the next wrecker company on the rotation list will be called to respond. The Chief of Police will establish a fair and consistent rotation procedure to ensure equal service for each wrecker company on the rotation list.
- (D) To effect the wrecker rotation and heavy duty wrecker list procedure, the Police Department shall keep a master list of all wrecker companies which meet all the requirements of this chapter and are qualified to be on the wrecker rotation list and the heavy duty wrecker rotation list.

“Sec. 11-288. Storage; Wrecker Company Responsibility.

It shall be the responsibility of each wrecker company to provide a storage area for wrecked or disabled vehicles which are moved or towed as the result of a police or rotation pull. The storage area may be inspected by the Chief of Police or designee to determine whether it complies with the provisions of this section. A wrecker company or storage facility shall meet all requirements set forth in the Texas Administrative Code, Chapter 18, Chapters A through G, which establish the minimum standards for motor carrier laws and storage facilities, in order to qualify for participation on the rotation list. The storage area must also be located within the incorporated city limits of Kyle.

“Sec. 11-289. Fees for Service, Towing and Storage.

- (A) Towing. It is not the policy of the city to regulate the fees for towing or services provided by a wrecker company on the rotation list. However, no wrecker company on the rotation list shall charge a higher fee or rate for calls originating by virtue of the rotation list than for calls for similar services from other sources.
- (B) Rate sheet required. Each wrecker company shall provide to the Chief of Police or designee a rate sheet listing its published rates for towing and storage for each class, annually, or sooner if there is a rate change. This list shall also include all charges for ancillary services such as the use of dollies, dropping, hooking linkage, clearing debris off the roadway and similar charges. No charge shall be greater than those listed on the rate sheet.
- (C) Storage. Storage fees shall not exceed the limitations as set forth in state law. All storage charges shall cease at the time the owner or legal custodian of a stored vehicle requests the vehicle from the storage yard of the wrecker company, provided the request is made during regular business hours.
- (D) Other charges. Any ancillary services are to be performed only if required and appropriate.
- (E) Waiting time. A charge of not more than \$15.00 for each ½ hour of time spent shall be allowed for waiting to tow a vehicle.

“Sec. 11-290. Fee Regulation or Police Pull Not Involving Accident.

On a police pull for a vehicle that is in safe driving condition, but no owner or legal custodian of the vehicle or licensed operator is present to drive the vehicle from the site, the wrecker company called from the rotation list shall observe and maintain the same maximum fees provided for in this chapter. In the event a police pull is made for a tow-away zone or traffic law violator, the vehicle shall not be released to the owner or any other person until authorization is granted by the Police Department. If a police officer requests a hold placed on the vehicle, then the wrecker company and/or storage facility operator may not release the vehicle to any other person until authorization is granted by the Police Department.

“Sec. 11-291. Rules for Extraordinary Conditions; Large Vehicles.



- (A) If a vehicle is wrecked or disabled and a wrecker of ordinary lifting capacity cannot move the vehicle, the investigating police officer will summon a wrecker from the heavy-duty wrecker rotation list that has the capacity to move the vehicle. Charges rendered for services of wreckers of extraordinary lifting capacity shall not exceed the usual and customary charges for like services provided in the wrecker industry.
- (B) If in the opinion of city fire or police officials, a wrecked or disabled vehicle or its cargo constitutes a hazard to the public, any wrecker company shall act at the direction of the said city official.

“Sec. 11-292. Removal of Wrecks and Debris.

The operator of a wrecker shall remove from the street, along with the disabled vehicle, all broken or shattered glass and other debris and parts coming from the disabled vehicle. Failure to do so shall constitute a misdemeanor punishable as provided in the city’s Code of Ordinances and subject to cancellation of the wrecker license. A truck and trailer or pulled or transported items shall constitute one vehicle and shall be treated as such by the wrecker company.

“Sec. 11-293. Nonresident Wrecker Companies.

No provisions in this Article shall be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from some point in the city other than the site of an original accident to some point outside the city, nor shall it be construed to prohibit a nonresident wrecker company from transporting a wrecked or disabled vehicle from a point outside the city limits to a destination inside the city limits.

“Sec. 11-294. Companies to Keep Records.

- (A) Every wrecker company qualified for and whose name appears at its request on the wrecker rotation list shall maintain at its storage facility any and all records pertaining to all vehicles moved by the wrecker company.
- (B) The records shall contain the following information:
  - (1) make, model and identification numbers of the disabled vehicle moved by the company;
  - (2) location from which a disabled vehicle was removed and the final destination of the vehicle;
  - (3) total amount charged for towing;
  - (4) storage rate per day;
  - (5) a detailed description of all personal property within the disabled vehicle at the time of its removal; and,

- (6) the date, time, name of the wrecker operator(s) involved in the tow.
- (C) The records described in subsection (B) of this section shall be preserved by the wrecker company for at least six (6) months from the date such company came into possession of the vehicle.
- (D) The wrecker company shall make available to the Chief of Police or designee said records upon request and within a reasonable time.

“Sec. 11-295. Establishment of Rotation Schedules.

The Chief of Police or designee shall establish a rotation procedures intended to provide equal service potential for each wrecker business on the rotation list. The procedures established by the Chief of Police shall be subject to review by the city council upon request by any wrecker company that alleges the procedures established are illegal.”

Section 4. Compliance with Open Meetings Act. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the city council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, TEX. GOV'T CODE, and that this meeting has been open to the public as required by law at all times during which this Article and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 7. Codification. It is the intention of the city council that this ordinance shall become a part of the Code of Ordinances of the City of Kyle, and it may be renumbered and codified therein accordingly. Upon codification, at least four sections shall be reserved for future use.

Section 8. Publication. The City Secretary is directed to publish this ordinance in a newspaper of general circulation in the City of Kyle in compliance with the provisions of the City Charter.

Section 9. Effective Date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the 17th day of February, 2015.

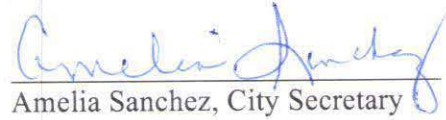
PASSED AND ADOPTED on second reading the 3rd day of March, 2015.

CITY OF KYLE, TEXAS

By:

  
R. Todd Webster, Mayor

ATTEST:

  
Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Ken Johnson, City Attorney



ORDINANCE NO. 903

AN ORDINANCE AMENDING CHAPTER 11 (BUSINESS REGULATIONS) OF SAID CODE; ARTICLE IX "COMMERCIAL TOWING AND WRECKER SERVICES OF THE CODE OF ORDINANCES OF THE CITY OF KYLE, TEXAS, "; BY ADDING A DEFINITION AND MAKING AMENDMENTS TO ASSIST IN THE IMPLEMENTATION OF THE REGULATIONS FOR COMMERCIAL TOWING AND WRECKER SERVICES; **THAT THIS ARTICLE SHALL GOVERN OVER PREVIOUSLY ADOPTED ORDINANCES AND RESOLUTIONS IN CONFLICT WITH SAID ARTICLE**; PROVIDING FOR SEVERABILITY; FOR CODIFICATION; FOR PUBLICATION; FOR AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, commercial towing and wrecker services constitute a business enterprise that operates on the public roadways of the city; and,

WHEREAS, such services are subject to regulation by ordinance and under Texas law, the City may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that is for the good government, peace or order of the municipality; and,

WHEREAS, the City Council has previously adopted Ordinance 839 in March 2015 and now finds and determines that these are reasonable and necessary to protect the public health, safety, and welfare;

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

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

Section 2. Amendment to Chapter 11. Chapter 11 ("Business Regulations") shall be amended as set forth herein and incorporated by reference, which is entitled "Commercial Towing and Wrecker Services" and which shall have the full force of law and shall read as follows:

**ARTICLE IX  
COMMERCIAL TOWING AND WRECKER SERVICES**

Sec. 11-276. Definitions.

*CONVICTION* means a finding of guilt by a judge or jury, or any plea of guilty or nolo contendere unless such conviction has been held invalid by the courts, or the proceedings against the defendant have been dismissed and the defendant is discharged by the court.

Sec. 11-282. Inspection Certificates Required for Wreckers and Heavy Wrecker.

No person shall operate a wrecker or heavy duty wrecker to remove a vehicle within the city, for the Kyle Police Department as a Police Pull / Rotation / Rotation Pull, unless a wrecker inspection certificate for such wrecker has been issued by the Chief of Police or designee. Such certificate shall be affixed securely to the inside of the windshield of such wrecker and displayed at all times.

Sec. 11-283. Procedure for Acquiring Inspection Certificates, Wrecker Rotation List.

- (A) Any wrecker company desiring to engage in the wrecker business in the city shall annually apply in writing to the Chief of Police or designee on a form provided for that purpose by the Chief of Police or designee for an inspection certificate for each wrecker proposed to be operated. The application shall contain the name, address and telephone number of the wrecker company, the number and types of wreckers to be operated, the legal owner of the company concerned and a statement that the applicant does or does not desire to appear on the "wrecker rotation list," and other information as required by the Chief of Police or designee to properly administer this ordinance.
- (B) A Wrecker Company desiring to be placed on the Kyle Police Departments Wrecker Rotation List must provide proof that the Vehicle Storage Facility is in compliance with all City of Kyle Ordinances, Building Codes, and Rules & Regulations, on a form provided, before any inspections will take place by the Kyle Police Department.
- (C) The applicant shall submit an acceptable payment of a fee at the time of submitting the application in the amount of \$250.00 per application, which said fee shall be included in the City's Fee Schedule as adopted or amended by the City of Kyle city council.
- (D) Every application, when filed, shall be sworn to by the applicant and filed with the Kyle Police Department.

Sec. 11-284. Qualifications, Equipment, Insurance.

The Chief of Police or designee shall issue an inspection certificate for each qualified wrecker which shall be valid until December 31st of the year in which same was issued. If, that on January 1<sup>st</sup> of the following year, no Wrecker Company has been approved to be on the Wrecker Rotation List, the Rotation Wrecker List from the previous year shall remain in effect, until the first Wrecker Company is approved to be on the Rotation Wrecker List for the new year, at which time the Wrecker Rotation List will be rest, removing all unapproved Wrecker Companies.

- (A) Each wrecker shall be not less than one ton in size and shall have a gross vehicle weight of not less than 10,000 pounds.
- (B) Each wrecker shall be equipped with a lifting device, winch line and boom with a rated

lifting capacity of not less than 8,000 pounds, single-line capacity.

- (C) Each wrecker shall carry as standard equipment towing mechanisms, safety chains, a properly functioning fire extinguisher and emergency lighting as approved by the Chief or Police or designee. Standard equipment for wreckers shall also include a broom, square point shovel and a receptacle for holding debris.
- (D) Wreckers which are qualified for the rotation list shall be equipped with flashing or rotating beacons capable of warning motorists, and such beacons shall be used in accordance with the Texas Transportation Code and, if approved, police radio communications of a type approved by the Chief of Police or designee.
- (E) Each wrecker shall have inscribed on both the passenger and driver doors, in letters not less than three inches in height, the name, city and telephone number of the wrecker company.
- (F) Each owner of a wrecker must furnish evidence of the minimum insurance coverage at the time of the application as defined and required for a tow truck by state law.
- (G) Each policy of said insurance coverage must contain an endorsement providing for ten (10) days' notice to the city in the event of any material change or cancellation of any policy and shall name the city as an additional insured while the wrecker company is performing a wrecker job for the city.
- (H) Each wrecker company shall provide a telephone number to the Kyle Police dispatch division that will be the primary contact point for the Police Department, and such number shall be promptly answered twenty-four hours per day on each day of the year. The Kyle Police Department Dispatch is not obligated to contact any other number, other than the primary contact number when called for Police Pull / Rotation / Rotation Pull.

#### Sec. 11-285. Requirements for Wrecker Rotation List.

In order to qualify for the wrecker rotation list, and to maintain a place on said list, the following requirements shall be met:

- (A) All delinquent taxes due to the city by a wrecker company must be paid prior to the wrecker company being added to the rotation list;
- (B) The applicant shall have a minimum of two wreckers and two certified drivers that meet the requirements of the Texas Department of Licensing and Regulation and that are available for wrecker service at all times, one of which may be a rollback unit as defined herein. It is not required for a Wrecker Company to station a Wrecker at a Vehicle Storage Facility at all times.

- (C) If a wrecker company elects to be added to the heavy-duty wrecker rotation list, the wrecker company must have a minimum of one heavy duty wrecker available for service at all times;
- (D) The applicant shall file a sworn statement that the applicant has no financial or ownership interest in any other wrecker service which is on the city's wrecker rotation list; and,
- (E) Wrecker companies with inquiries or questions directed to the Kyle Police Department, regarding the execution of this ordinance, are to send inquiries to the Chief of Police or the Chief's designee in writing. Complaints by Wrecker Companies on other Wrecker Companies or Kyle Police Officers must be submitted to the Chief of Police or his designee in writing. Inquiries or questions regarding the compliance, execution of this ordinance, or complaints are not to be directed to the Kyle Emergency Communications Center.
- (F) The applicant must have an individually-owned or leased vehicle storage facility within the city limits of Kyle. Each Vehicle Storage Facility located within the City of Kyle must comply with all City of Kyle Ordinances, Building Codes, and Rules & Regulations prior to operating within the City of Kyle. Heavy-duty wrecker companies are not required to have a storage facility within the city limits.

Sec. 11-286. Grounds for Suspension or Removal.

- (A) After an administrative hearing, the Chief of Police may recommend suspension or removal of any wrecker company from the rotation list if:
  - (1) The place on the wrecker rotation list was procured by fraudulent conduct, concealment of or false statement of a material fact concerning the wrecker company at the time of the wrecker company makes its application or such fraudulent conduct is subsequently discovered; or
  - (2) The wrecker company violates the provisions of this chapter or any other city ordinance or any state law regulating vehicular traffic or wrecker companies; or,
  - (3) The wrecker company fails to comply with the provisions of a storage area for wrecked or disabled vehicles; or,
  - (4) The wrecker company fails to protect the vehicle in its care as a result of a wrecker pull and fails to prevent parts, accessories and personal belongings from being removed from the vehicle, except as may be necessary to protect such items from theft; or,
  - (5) The wrecker company fails to deliver a vehicle directly to said company's vehicle storage facility, the location within the city limits as designated by the owner or legal custodian of the vehicle, or to the location designated by the police officer investigating



the accident, provided such vehicle can be legally delivered to such location as designated by said officer, but this provision shall not apply when it is necessary to remove a vehicle to its ultimate destination by two separate tows because of an emergency or breakdown of a wrecker, and no charge is levied which is greater than the amount provided in §11-289 for a single tow from one point on a street to another location within the city limits; this shall not prohibit the wrecker company and the owner or legal custodian of the vehicle from entering into an agreement to deliver the vehicle to any other location, provided that the police officer investigating the accident has not required otherwise; or

- (6) The wrecker company is repeatedly tardy without justification acceptable to the Police Chief or designee in arriving after being called to the scene of an accident by the Police Department for a rotation, rotation pull or police pull; or
  - (7) The wrecker company or its employee intentionally provides confidential arrest information learned by the wrecker company or its employee, as a result of a police action, from the scene of a rotation pull or police pull and provides this information to any other person, party or business in the city that may find it advantageous to acquire such information; or
  - (8) The conviction of an employee, agent or contractor of the wrecker company, as defined in this ordinance, of fraud, theft or any felony, as defined in the Texas Penal Code, in the conduct or operation of the Wrecker Company.
  - (9) Any lapse in the required insurance shall be cause for an immediate revocation of its municipal permit. Any costs, expenses or liabilities incurred during such lapse or suspension are to be borne in their entirety by the wrecker company.
- (B) The Chief of Police shall give ten-days' notice of the time and place for the administrative hearing concerning suspension, cancellation or removal as provided above and is empowered to administer oaths to witnesses and to conduct hearings as otherwise provided by law.
- (C) Findings of the Chief of Police and said Chief's written order of suspension or removal from the rotation list shall terminate all authority and permission theretofore granted. The period of suspension or removal from the rotation list shall not exceed one year, unless the violation occurs under division (A), (G) or (H) above, in which case removal from the rotation list will be permanent. If ownership of the permanently removed wrecker company changes, the new owners may apply to join the rotation list. The Chief of Police will present the application to the City Council, who has the final authority to affirm, reject or modify the application.
- (D) Any order of the Chief of Police in this section may be appealed to the City Council within



ten days from the date of suspension or removal. The City Council shall have authority to reverse, affirm, vacate or modify the order of the Chief of Police; provided, that in the event of affirmance of the order, the suspension shall commence upon the date of action by the City Council.

Sec. 11-287. Procedure Used In Wrecker Selection.

- (A) When a police officer investigating an accident determines that any vehicle which has been involved in an accident should be removed by a wrecker, the officer shall first determine whether or not the legal custodian of the vehicle has already made arrangements with an authorized wrecker service or, if appropriate, a restricted use wrecker, for the removal of the vehicle.
- (B) If not, the officer shall request the legal custodian of the vehicle to either designate an authorized company or allow a wrecker to be called from the wrecker rotation list as follows:
  - (1) If the legal custodian of the vehicle selects a wrecker company, the investigating officer shall notify the Police Department dispatcher to call the wrecker company. If the requested wrecker company is unable to promptly respond, then the wrecker company first up on the rotation list will be called. If the first-up wrecker company is unavailable to respond, other wrecker companies in order on said list shall be called until an available company is located.
  - (2) If the legal custodian of the vehicle does not designate a wrecker company to be called, the investigating police officer shall notify the dispatcher to call the wrecker company first-up on the wrecker rotation list and furnish its name to the investigating officer. In such event, the investigating officer shall notify the police dispatcher who shall call the wrecker company next up from the wrecker rotation list and dispatch it to the scene. The vehicle or vehicles to be removed shall be taken to the place designated by the owner, legal custodian of the vehicle or by the investigating officer or to the wrecker company's storage facility if no designation is made.
- (C) On each succeeding accident or call, the next wrecker company on the rotation list will be called to respond. The Chief of Police will establish a fair and consistent rotation procedure to ensure equal service for each wrecker company on the rotation list.
- (D) To effect the wrecker rotation and heavy duty wrecker list procedure, the Police Department shall keep a master list of all wrecker companies which meet all the requirements of this chapter and are qualified to be on the wrecker rotation list and the heavy duty wrecker rotation list.

Sec. 11-288. Storage; Wrecker Company Responsibility.

It shall be the responsibility of each wrecker company to provide a storage area for wrecked or disabled vehicles which are moved or towed as the result of a police or rotation pull. The storage area may be inspected by the Chief of Police or designee to determine whether it complies with the provisions of this section. A wrecker company or storage facility shall meet all requirements set forth by the Texas Department of Licensing and Regulation, which establish the minimum standards for motor carrier laws and storage facilities, in order to qualify for participation on the rotation list. The storage area must also be located within the incorporated city limits of Kyle.

Sec. 11-289. Fees for Service, Towing and Storage.

- (A) Towing. It is not the policy of the city to regulate the fees for towing or services provided by a wrecker company on the rotation list. However, no wrecker company on the rotation list shall charge a higher fee or rate for calls originating by virtue of the rotation list than for calls for similar services from other sources.
- (B) Rate sheet required. Each wrecker company shall provide to the Chief of Police or designee a rate sheet listing its published rates for towing and storage for each class, annually, or sooner if there is a rate change. This list shall also include all charges for ancillary services such as the use of dollies, dropping, hooking linkage, clearing debris off the roadway and similar charges. No charge shall be greater than those listed on the rate sheet.
- (C) Storage. Storage fees shall not exceed the limitations as set forth in state law.
- (D) Other charges. Any ancillary services are to be performed only if required and appropriate.
- (E) Waiting time. A charge of not more than \$15.00 for each 1/2 hour of time spent shall be allowed for waiting to tow a vehicle, and a charge of not more than \$250.00 for each 1/2 hour of time spent shall be allowed for waiting to tow a vehicle for heavy duty wrecker services.

Sec. 11-290. Fee Regulation or Police Pull Not Involving Accident.

On a police pull for a vehicle that is in safe driving condition, but no owner or legal custodian of the vehicle or licensed operator is present to drive the vehicle from the site, the wrecker company called from the rotation list shall observe and maintain the same maximum fees provided for in this chapter. If a police officer requests a hold placed on the vehicle, then the wrecker company and/or storage facility operator may not release the vehicle to any other person until authorization is granted by the Police Department.

Sec. 11-291. Rules for Extraordinary Conditions; Large Vehicles.

- (A) If a vehicle is wrecked or disabled and a wrecker of ordinary lifting capacity cannot move the vehicle, the investigating police officer will summon a wrecker from the heavy-duty wrecker rotation list that has the capacity to move the vehicle. Charges rendered for services of wreckers of extraordinary lifting capacity shall not exceed the usual and customary charges for like services provided in the wrecker industry.
- (B) If the Wrecker Company determines that additional wrecker is needed, the Wrecker Company will either provide the additional wrecker (of their choice) or request the Police Officer in charge of the scene to call another Wrecker Company. If the primary Wrecker Company provides an additional wrecker or has the Police Officer in charge of the scene summon another Wrecker Company, the primary Wrecker Company must advise the Police Officer in charge of the scene, the reason for the needed assistance and the approximate time delay in the removal of vehicles and debris from the scene. If the determination of need for an additional wrecker is based on the lack of equipment normally required to be present on the primary wrecker, the company will not be compensated for the additional wrecker called to the scene.
- (C) If, in the opinion of fire or police officials, a wrecked or disabled vehicle or its cargo constitutes a hazard to the public, any wrecker company shall act at the direction of the said official. Said Official may take any actions needed within state law to preserve life, property or the public peace, to include restoring the normal flow of traffic to public roadways.

Sec. 11-292. Removal of Wrecks and Debris.

The operator of a wrecker shall remove from the street, along with the disabled vehicle, all broken or shattered glass and other debris and parts coming from the disabled vehicle to include fluid spills of less than 5 gallons. Failure to do so shall constitute a misdemeanor punishable as provided in the city's Code of Ordinances and subject to cancellation of the wrecker license. A truck and trailer or pulled or transported items shall constitute one vehicle and shall be treated as such by the wrecker company.

Sec. 11-295. Establishment of Rotation Schedules.

The Chief of Police or designee shall establish a rotation procedures intended to provide equal service potential for each wrecker business on the rotation list. The procedures established by the Chief of Police shall be subject to review by the city council upon request by any wrecker company that alleges the procedures established are illegal. The Chief of Police or designee shall issue a valid inspection certificate for each qualified wrecker which shall be valid until December 31<sup>st</sup> of the year in which the same was issued. If, on January 1<sup>st</sup> of the following year, no Wrecker Company has been approved to be on the wrecker rotation list, the list from the previous year shall remain in effect until the first Wrecker Company is approved to be on the wrecker rotation list for

the new calendar year. At that time, the wrecker rotation list will be reset by removing all unapproved wrecker companies.

Section 3. The remainder Chapter 11, Article IX “COMMERCIAL TOWING AND WRECKER SERVICES” composed of Sections 11-275 to 11-295 shall remain unchanged.

Section 4. Compliance with Open Meetings Act. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the city council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meetings Law, Chapter 551, Tex. Gov't Code, and that this meeting has been open to the public as required by law at all times during which this Article and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

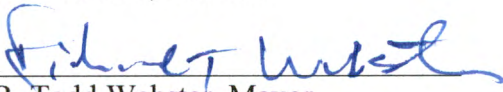
Section 7. Codification. It is the intention of the city council that this ordinance shall become a part of the Code of Ordinances of the City of Kyle, and it may be renumbered and codified therein accordingly. Upon codification, at least four sections shall be reserved for future use.

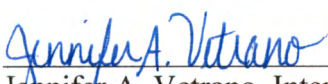
Section 8. Effective Date. This ordinance shall take effect from and after its final passage and publication as required by law.

PASSED on first reading the 19th day of April, 2016.

PASSED on second reading the 3rd day of May, 2016.

CITY OF KYLE, TEXAS

By:   
R. Todd Webster, Mayor

ATTEST:   
Jennifer A. Vetrano, Interim City Secretary



# CITY OF KYLE, TEXAS

## Paint Standards

**Meeting Date: 6/2/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Discussion and possible action regarding No Parking and Fire Lane Painting Standards.  
~ 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: 6/2/2020**

**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*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Executive Session-Convene

**Meeting Date: 6/2/2020**

**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.
  - Kytex Development Agreement
  - Anthem Elevated Storage
  - 104 S. Burleson
  - City Square Park
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.
  - Project Just Peachy
  - 104 S. Burleson

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Reconvene

**Meeting Date: 6/2/2020**

**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