

# CITY OF KYLE

## Notice of Regular City Council Meeting



<https://www.cityofkyle.com/kyletv/kyle-10-live> OR  
Spectrum10

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held 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. City Council members 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 governing body of the City of Kyle, Texas will meet at 7:00 PM on August 4, 2020, at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10, for the purpose of discussing the following agenda.

Posted this 1st day of August, 2020, prior to 6:00 p.m.

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

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

1. City Council Special Meeting Minutes - July 21, 2020. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - July 21, 2020. ~ *Jennifer Holm, 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.

3. Members of the public that wish to provide citizen comment must submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign> to attend virtually. Registration must be received by 12 p.m. on the day of the meeting.

#### **IV. Appointments**

4. Appointment of Joan Ross, COO Ascension Seton Hays, to the Economic Development & Tourism Board to fill the vacant healthcare seat. ~ *Diana Torres, Director of Economic Development*
5. Consideration of nominations for appointment to the Kyle Public Library Advisory Board to fill 2 current vacancies. ~ *Paul Phelan, Library Director*
  - Susan Reyna
  - Morgan Harrell

#### **V. Presentation**

6. Presentation by Southwest Engineers on the current status of County Line SUD's new wastewater system and anticipated expansions. ~ *John Littlefield, President and Allison (Guettner) Nieto, P.E.*
7. Presentation from Honeywell International, Inc. for infrastructure investment within the City of Kyle.
8. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

#### **VI. Consent Agenda**

9. Approve Task Order No. 6 to LJA ENGINEERING, INC., Austin, Texas, in the amount not exceed \$76,339.00 for preparation of a Preliminary Engineering Report for the Anthem to Kohlers Crossing Waterline Project. ~ *Leon Barba, P.E., City Engineer*
10. Approve Plum Creek Uptown Phase 1A - Final Plat (SUB-19-0098) 14.667 acres; 5 lots for properties located east of FM 2770 and west of 1626, along existing Doherty Street to the south and the future extension of Burnham, Jack Ryan and Everett. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to approve the final plat.*

11. Approve Uptown at Plum Creek - Site Plan (SD-20-0060) 12.62 acres; 3 lots of a multi-family complex with amenities and a mixed-use component consisting of Retail and Restaurant for property located east of FM 2770 and west of 1626, along existing Doherty Street to the south and the future extension of Burnham, Jack Ryan and Everett. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to approve the site plan.*

12. Amend the Purchasing Policy for the City of Kyle to allow for the acceptance of electronic bid submittals for services in addition to current procedures outlined in the Policy. ~ *Leon Barba, P.E., City Engineer*

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

13. Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center. ~ *J. Scott Sellers, City Manager*
14. Presentation on and approval of Coronavirus Relief funds in the amount of \$100,000 for the Hays County Emergency Cash Assistance Program. ~ *Tracy Scheel, Council Member*
15. *(Second Reading)* An Ordinance Adopting an Administrative Permitting Process for Authorizing Encroachments in the Right-of-Way and City Easements; Authorizing the City Engineer to Approve Encroachment Applications; Providing for the Approval Forms; Providing an Application Fee; And Providing for Related Matters. ~ *J. Scott Sellers, City Manager*
16. *[Postponed 6/16/2020]* An Ordinance Amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assign original zoning to approximately 15.48 acres of land from Agriculture 'AG' to Retail Service District 'RS' and to assign original zoning to approximately 12.25 acres of land from Agriculture 'AG' to Multi-Family Residential-3 'R-3-3' for property located on the Southwest corner of Kohler's crossing and I-35 Frontage Road. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission postponed the request until July 28, 2020.  
Planning and Zoning Commission postponed the request until August 11, 2020.*

- Public Hearing

17. *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 13.564 acres of land from Agriculture 'AG' to Retail Service District 'RS' for properties located at 400 CR 208 and 23150 IH-35, in Hays County, Texas. (Rodolfo and Guadalupe Martinez and Mary Ann Mendoza - Z-20-0058) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

- Public Hearing

18. *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 16 acres of land from Retail Service District 'RS' to Mixed Use District 'MXD' and to rezone approximately

14 acres of land from Retail Service District 'RS' to Multi-Family Residential-3 'R-3-3' with 6.40 acres to remain as Retail Service District 'RS' for properties located on the north corner of Philomena Drive and IH-35, in Hays County, Texas. (Richard B. Schmeltekopf, Linda Hill Schmeltekopf, Laura Lynn S. and Julian Lehman - Z-20-0059) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

- Public Hearing

19. *(First Reading)* An Ordinance of the City of Kyle, Texas, Ordering a General Election to be held jointly with Hays County on November 3, 2020 for the Election of Mayor and City Council Districts Two and Four to serve three-year terms; Designating the Main Early Voting Place for such Election; Providing for an Order and Notice of such General Election; Providing for related matters; Providing a Severability Clause; and Providing an Effective Date. ~ *Travis Mitchell, Mayor*
20. *(First Reading)* An Ordinance Ordering a Special Election to be held on the Question of the Adoption of Amendments to the Charter of the City of Kyle; Designating November 3, 2020 as the date of the Special Election; Prescribing the Form of the Ballot; Providing for Election Procedures; and Providing an Effective Date. ~ *Travis Mitchell, Mayor*

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

21. 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*
  - Upcoming Special Council Meetings: August 11, August 25
  - City of Kyle Labor Day Celebration
  - Cromwell No Parking
  - Kyle Mass Food Distribution Event
  - Ash Pavilion Update

## **IX. Executive Session**

22. 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.
    - Honeywell Contract
    - Uber Contract
    - Kohler Crossing 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.

23. Take action on items discussed in Executive Session.

## **X. Adjourn**

*At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which state law authorizes Executive Session to be held*

\*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC. 551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to: (1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."



# CITY OF KYLE, TEXAS

## 2020 0721 Special Minutes

**Meeting Date: 8/4/2020**

**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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### ATTACHMENTS:

#### **Description**

- 2020 0721 DRAFT Special Council Meeting Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on July 21, 2020 and due to COVID-19, members attended virtually at <https://www.cityofkyle.com/kyletv/kyle-10-live> Spectrum 10; 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  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Comm. Director  
Jennifer Holm, City Secretary  
Leon Barba, City Engineer  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Matt Dawson, IT Director  
Aimee Garcia, Recreation Programmer  
Jeff Barnett, Chief of Police  
Cray Flynn

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

Mayor Mitchell called the meeting to order at 5:02 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, Council Member Villalobos, and Council Member Tobias. A quorum was present.

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

1. Members of the public that wish to provide citizen comment must submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign> to attend virtually. Registration must be received by 12 p.m. on the day of the meeting.

Mayor Mitchell opened citizen comments at 5:03 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:03 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.
  - Bunton Goforth Roundabout
  - County Parks Bond
  - Project Dark Gray
  - General Obligation Bond
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 Shamrock
  - 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 - Bunton Goforth Roundabout, County Parks Bond, Project Dark Gray, and General Obligation Bond; 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 Shamrock, and Project Just Peachy."

The City Council convened into executive session at 5:05 p.m.

3. Take action on items discussed in Executive Session.

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

The City Council reconvened into open session at 6:38 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 Scheel seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 6:38 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Holm, City Secretary

DRAFT



# CITY OF KYLE, TEXAS

2020 0721 Minutes

Meeting Date: 8/4/2020  
Date time: 7:00 PM

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2020 0721 DRAFT Council Meeting Minutes

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on July 21, 2020 and due to COVID-19, members attended virtually at <https://www.cityofkyle.com/kyletv/kyle-10-live> Spectrum 10; with the following persons present:

Mayor Travis Mitchell	Jon Snyder
Mayor Pro Tem Rick Koch	Diane Hervol
Council Member Dex Ellison	Cray Flynn
Council Member Tracy Scheel	Aan Coleman
Council Member Robert Rizo	
Council Member Alex Villalobos	
Council Member Michael Tobias	
James Earp, Assistant City Manager	
Paige Saenz, City Attorney	
Jerry Hendrix, Chief of Staff	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Jeff Prato, Engineering Associate	
Diana Torres, Economic Dev Director	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Matt Dawson, IT Director	
Paul Phelan, Library Director	
Aimee Garcia, Recreation Programmer	
Howard Koontz, Community Dev Director	
Jeff Barnett, Chief of Police	
Harper Wilder, Director of Public Works	

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

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

Present were: Mayor Mitchell, Mayor Pro Tem 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 - July 7, 2020. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - July 7, 2020. ~ *Jennifer Holm, City Secretary*

Council Member Scheel moved to approve the minutes of the July 7, 2020 Special Council Meeting and the minutes of the July 7, 2020 Council Meeting. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

### III. Citizen Comment Period with City Council

3. Members of the public that wish to provide citizen comment must submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign> to attend virtually. Registration must be received by 12 p.m. on the day of the meeting.

Mayor Mitchell opened citizen comments at 7:05 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 7:05 p.m.

### IV. City Manager's Report

4. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *James R. Earp, Assistant City Manager*
  - Kyle Cares grant update

Mayor Mitchell brought forward the City Manager's report. Assistant City Manager James Earp presented the item. He spoke about the Kyle Cares Grant for City of Kyle Utility Customers.

### V. Appointments

5. Confirm City Manager's reappointment to the Civil Service Commission to fill a three-year term to expire July 31, 2023. ~ *James R. Earp, Assistant City Manager*
  - Stuart Kirkwood

Mayor Mitchell moved to confirm City Manager's reappointment of Stuart Kirkwood to the Civil Service Commission to fill a three-year term to expire July 31, 2023. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Scheel asked how many terms Mr. Kirkwood has served. Ms. Duran stated he had served one term, and this would be his second, three-year term.

All votes aye; motion carried 7-0.

### VI. Presentation

6. 6 Creeks Public Improvement District Annual Service Plan Update. ~ *Jon Snyder, P3Works*

Mayor Mitchell brought forward Item No. 6 and 7 for discussion at the same time, with no objections. Mr. Snyder presented the items. No action was taken.

7. Southwest Kyle PID No. 1 Annual Service Plan Update. ~ *Jon Snyder, P3Works*
8. Presentation on Charter Review Commission recommendation of changes to the City's Charter for the November 3, 2020 election. ~ *Diane Hervol, Chair*

Mayor Mitchell brought forward Item No. 8 for discussion. Chairwoman Hervol presented the item. Council discussion ensued about when a workshop type discussion could take place on

measures for the ballot. The Council decided to take up the matter on August 1, 2020, after the budget workshop, and then take up action on August 4, 2020. No action was taken.

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

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

**VII. Consent Agenda**

Mayor Mitchell brought forward the Consent Agenda.

10. Approve an estimated amount of \$22,320.00 for election services in accordance with the approved contract with the Hays County Elections Administrator relating to the November 3, 2020 elections. ~ *Jennifer Holm, City Secretary*

11. Amending the PID agreement with PID Holdings for Bunton Creek Village. ~ *James R. Earp, Assistant City Manager*

Council Member Scheel moved to approve Consent Agenda Item Nos. 10 and 11. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

**VIII. Consider and Possible Action**

12. *(First Reading)* An Ordinance providing for one-sided parking on Cromwell from Dorman to Kohlers Crossing. ~ *Rick Koch, Mayor Pro Tem*

Mayor Mitchell brought forward Item No. 12 for discussion and gave the floor to Mayor Pro Tem Koch.

Mayor Mitchell moved to approve an Ordinance providing for one-sided parking on Cromwell from Dorman to Kohlers Crossing and amend the language to replace eastern with western. Council Member Ellison seconded the motion.

There was discussion on the motion. Many council members thanked Mayor Pro Tem Koch for bringing it forward. Mayor Mitchell asked if there were any objections to the Ordinance being finally passed. There were no objections to the Ordinance being finally passed.

All votes aye; motion carried 7-0.

13. Approval of a contract with Edmondson Reed for 104 S. Burleson and Mary Kyle Hartson Park improvements. ~ *James R. Earp, Assistant City Manager*

Mayor Mitchell brought forward Item No. 13 for discussion. Mr. Earp introduced Cray Flynn and Aan Coleman presented the item.

Council Member Scheel moved to approve a contract with Edmondson Reed for 104 S. Burleson and Mary Kyle Hartson Park with final form approved by legal counsel. Mayor Pro Tem Koch seconded the motion.

There was discussion on the motion. Council Member Tobias asked to confirm that they are voting on the first phase, not the actual final pricing and design. Mr. Earp confirmed that it is for the design build, there are two phases - maximum guarantee of \$2.5 million, then, the aesthetics, design, the building, landscaping, and what components that will be included. City Attorney Paige Saenz spoke about the budgeting. Mr. Flynn also spoke about design fees not being part of the \$2.5 million. Paige talked about the final design documents that will need to be approved after specifications are complete. Ms. Saenz said the next phase would be the renovation of the building. Council Member Rizo asked Ms. Saenz whether approving this contract would set any end dates. He wants to make sure there is an end date, and the contractor is held to that end date. He asked whether there are penalties in the contract. Ms. Saenz responded to Council Member Rizo, the contract had liquidated damage clauses in design and construction phases. She discussed scheduling with Edmondson Reed and contract timeframes regarding the project progress. Edmondson Reed mentioned the dates of November 2020 and April 2021 as beginning and ending dates for the project. Council discussion continued with Edmondson Reed.

Council Member Scheel amended her motion to include a maximum of \$2.5 million. Mayor Pro Tem Koch was amenable to the motion amendment.

There was discussion on the motion. Council Member Ellison stated that while some clean up items can hold things up, it is important to work the issues out. He appreciated Edmondson Reed's presentation and their expertise and vision. He is grateful for the partnership.

All votes aye; motion carried 7-0.

14. *(First Reading)* An Ordinance of the City of Kyle, Texas, Amending Chapter 11 Business Regulations, by amending Article II Alcoholic Beverages, Section 11-45 relating to Hours of Operation; providing a severability clause, a savings clause, and open meetings clause; providing an effective date and related matters. ~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 14 for discussion and gave the floor to Council Member Rizo.

Council Member Rizo moved to approve an Ordinance of the City of Kyle, Texas, Amending Chapter 11 Business Regulations, by amending Article II Alcoholic Beverages, Section 11-45 relating to Hours of Operation; providing a severability clause, a savings clause, and open meetings clause; providing an effective date and related matters, amending to remove Thursday. Mayor Mitchell seconded the motion.

There was discussion on the motion. Mayor Mitchell stated that it is not intended to disparage bars or their patrons, but it is to address the City's need. He hopes it will help downtown quiet down during the week. He stated that there may be opportunities to amend this in the future.

All votes aye; motion carried 7-0.

Mayor Mitchell asked if there were any objections to the Ordinance being finally passed. There were no objections to the Ordinance being finally passed.

15. Authorize and direct City staff to finalize form of MUE for electrical facilities in the public right-of-way in Urban Districts and to bring forward an amendment to the franchise agreement with Pedernales Electrical Cooperative. ~ *James R. Earp, Assistant City Manager*

Mayor Mitchell brought forward Item No. 15 for discussion. Mr. Earp and Ms. Saenz presented the item.

Council Member Scheel moved to authorize and direct City staff to finalize form of MUE for electrical facilities in the public right-of-way in Urban Districts and to bring forward an amendment to the franchise agreement with Pedernales Electrical Cooperative. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

16. Discussion and possible action for reducing the speed limit on South Old Stagecoach Road. ~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 16 for discussion and gave the floor to Council Member Rizo. No action was taken.

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

17. 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.
  - Bunton Goforth Roundabout
  - County Parks Bond
  - Project Dark Gray
  - General Obligation Bond
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 Shamrock
  - Project Just Peachy

There was no executive session.

18. Take action on items discussed in Executive Session.

**X. Adjourn**

Council Member Scheel moved to Adjourn. Council Member Rizo seconded the motion. Motion carried 6-1, with Mayor Mitchell dissenting.

With no further business to discuss, the City Council adjourned at 9:15 p.m.

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

Attest:

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



# CITY OF KYLE, TEXAS

## Appointment to Economic Development & Tourism Board

**Meeting Date: 8/4/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Appointment of Joan Ross, COO Ascension Seton Hays, to the Economic Development & Tourism Board to fill the vacant healthcare seat. ~ *Diana Torres, Director of Economic Development*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ Memo to Council- EDT Reappointment



## MEMO

**To: Kyle City Council**

**From: Brian Ziegler, Economic Development & Tourism Board Chair**

**Date: 7-2-20**

**Re: Appointment to EDT Board**

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Joan Ross

City of Kyle Economic Development & Tourism Board would like to welcome Joan Ross, Ascension Seton Medical Center Hays Chief Operating Officer. Joan started with Seton Hays June 1st. Before moving to Ascension Seton Medical Center Hays, Joan was the Executive VP/Chief Operating Officer at St. Mary Medical Center in Langhorne, PA. Joan brings more than 30 years of nursing and health care administrative experience to her role as chief operating officer.

Ms. Ross will be filling the Healthcare seat left vacant by Neal Kelly, former COO of Ascension Seton Hays.



# CITY OF KYLE, TEXAS

## Library Board Appointments

**Meeting Date: 8/4/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Consideration of nominations for appointment to the Kyle Public Library Advisory Board to fill 2 current vacancies. ~ *Paul Phelan, Library Director*

- Susan Reyna
- Morgan Harrell

**Other Information:** City staff recommends the approval of four candidates to the Kyle Public Library Advisory Board to fill two current vacancies and two October vacancies. The candidates were selected through a two stage interview process that included the Kyle Public Library Advisory Board, Elizabeth Corey Board Chairman, City of Kyle Chief of Staff, Councilmember Robert Rizo, and Library Director Paul Phelan.

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## County Line SUD

**Meeting Date: 8/4/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation by Southwest Engineers on the current status of County Line SUD's new wastewater system and anticipated expansions. ~ *John Littlefield, President and Allison (Guettner) Nieto, P.E.*

**Other Information:**

**Legal Notes:**

**Budget Information:**

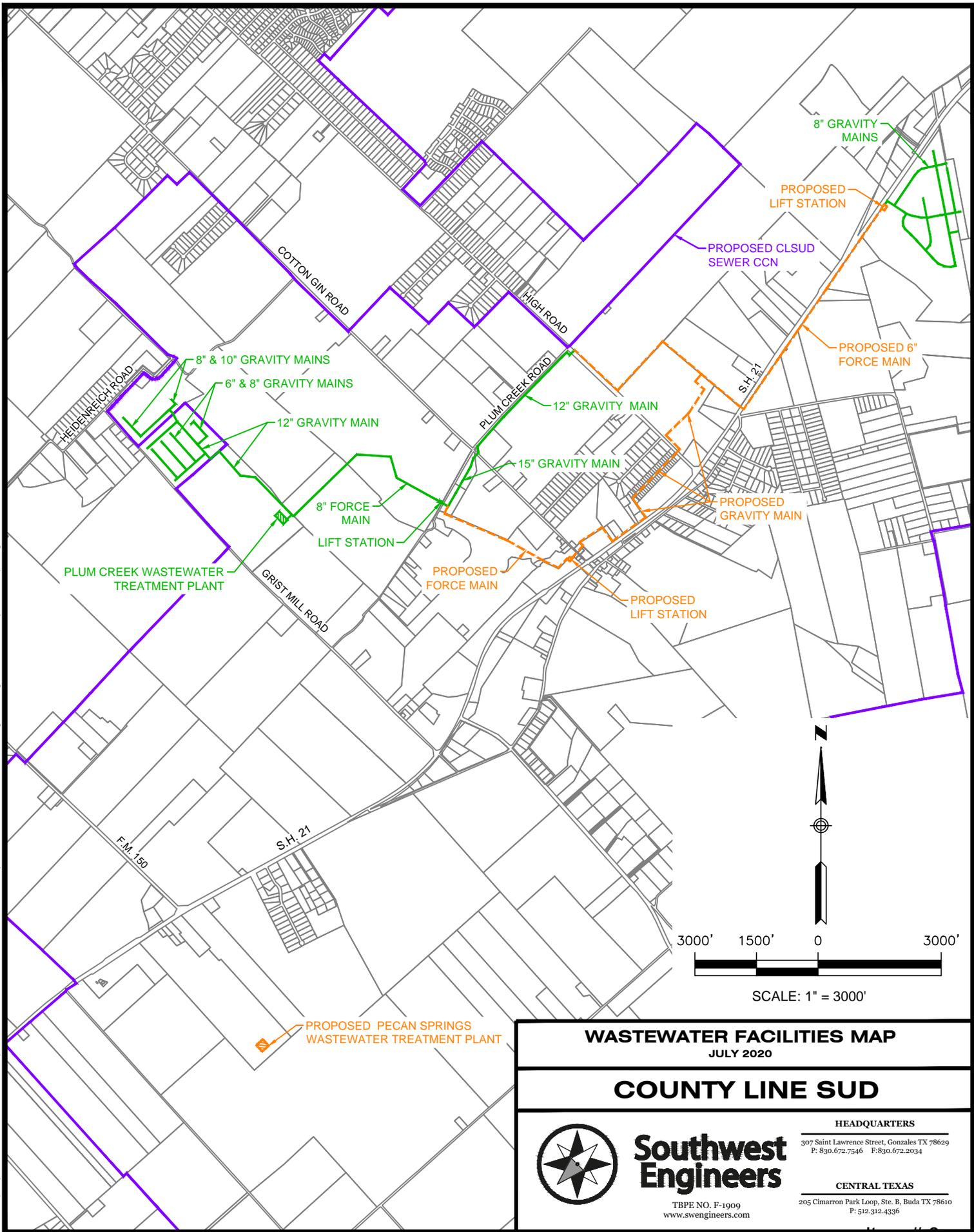
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**ATTACHMENTS:**

**Description**

- ☐ Wastewater System Map

O:\CompanyData\Clients\0017 - County Line SUD\0017-059-18 - Wastewater System Creation\Master Planning\Existing Wastewater System Map.dwg ~ 5/10/2019 9:11 AM C:1038 - Allison



**WASTEWATER FACILITIES MAP**  
JULY 2020

**COUNTY LINE SUD**

	<p><b>Southwest Engineers</b></p> <p>HEADQUARTERS 307 Saint Lawrence Street, Gonzales TX 78629 P: 830.672.7546 F: 830.672.2034</p> <p>CENTRAL TEXAS 205 Cimarron Park Loop, Ste. B, Buda TX 78610 P: 512.312.4336</p>
<p>TBPE NO. F-1909 www.swengineers.com</p>	



# CITY OF KYLE, TEXAS

## Honeywell Program

**Meeting Date: 8/4/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation from Honeywell International, Inc. for infrastructure investment within the City of Kyle.

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- Letter of Intent
- Honeywell Assessment Findings

Scott Sellers  
City Manager  
100 W Center St  
Kyle, TX 78640

Subject: Letter of Intent Regarding Smart City Integration

Dear Mr. Scott Sellers,

This is Honeywell Inc.'s Letter of Intent that states the City of Kyle's intends to proceed with Honeywell toward finalizing a contract for the Energy Retrofit and Smart City Integration Project. The purpose of this contract is for Honeywell to provide a scope of work for the City of Kyle.

This Letter of Intent shall be effective for 90 days or until superseded by an executed contract between the parties, or until canceled by either party's providing written notice to the other at least five (5) business days in advance of the intended cancellation date, whichever shall first occur. During the time this Letter of Intent remains in effect, The City of Kyle shall not negotiate with any party other than Honeywell concerning the Energy Retrofit Project and Smart City Integration.

During the time this Letter of Intent remains in effect, Honeywell may, at its discretion and option, undertake certain preparatory activities including, but not limited to, investment grade audit, project development and engineering. In the event the parties do not reach agreement on a contract, or if Our Customer terminates this Letter of Intent, Our Customer shall reimburse Honeywell in the amount of \$60,000 for the costs incurred by Honeywell in undertaking said activities.

Our Customer intends to enter into contract with Honeywell for the Energy Retrofit and Smart City Integration Project in a form substantially similar to the Honeywell Standard Building Systems Agreement document. It is understood and agreed between Honeywell and the City of Kyle, however, that there is no obligation on either party to reach agreement on a contract. It is further understood that except as specifically set forth in this Letter of Intent, no agreement or obligation, express or implied, is created or intended between Honeywell and the City of Kyle.

**Process Steps and Major Milestones:**

Action	Responsibility	Due Date
Meeting – Discuss Preliminary Assessment	Luis Montes	TBD

Execute Letter of Intent (LOI) for Investment Grade Audit (IGA)	Luis Montes	TBD
Conduct Investment Grade Audit	<b>Honeywell</b>	(Commence 10 days after LOI signed); 3-6 weeks to complete
Present findings and solutions of Investment Grade Audit	<b>Honeywell</b>	(At completion of Investment Grade Audit)
Execute Contract	City of Kyle	(2 Weeks after program proposal)

By signing below, the City of Kyle and Honeywell agree that this LOI adequately captures the intent of the assessment as well as both parties' interest in working together through the process.

Acceptance:  
City of Kyle

Acceptance:  
Honeywell Building Solutions

\_\_\_\_\_

Signed

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Signed

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date



## Infrastructure Assessment Report

Luis Montes  
Steve Smelley  
Phong Nguyen  
Joe Davis  
Hany Bakr

**Honeywell**

July 20, 2020

# AGENDA

- **Introductions**
- **Assessment Report**
- **Recommendations**
- **Wrap up**
- **Next Steps**
- **Questions**

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## CITY OF KYLE

- **One of the fastest growing cities in TX**
- **Poised to become next Smart City**
- **Development Expansion and Growth**
  - Plum Creek
  - ENF Kyle Technology
  - Smile Direct Club
- **Wastewater Treatment expansion to accommodate growing population**
- **Veterans Memorial and Police Headquarter**
- **Surrounding developments and economic growth**



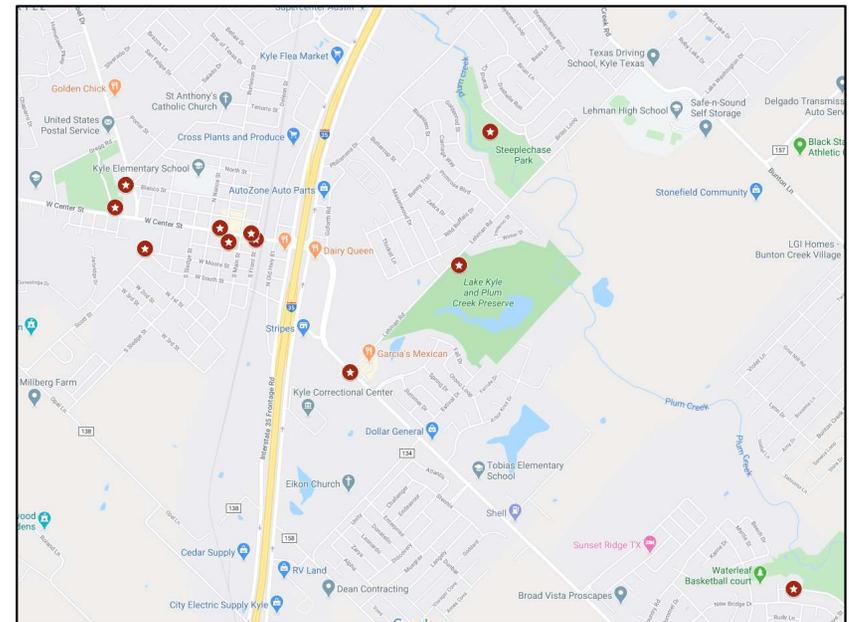
Kyle City Hall

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# ASSESSMENT REPORT

- **Infrastructure:**

- Water and SCADA Infrastructure
  - Water Utility Infrastructure
  - SCADA System
- Water Meter Infrastructure
  - Water Meters
- Building Infrastructure
  - Lighting systems
  - HVAC
  - Controls



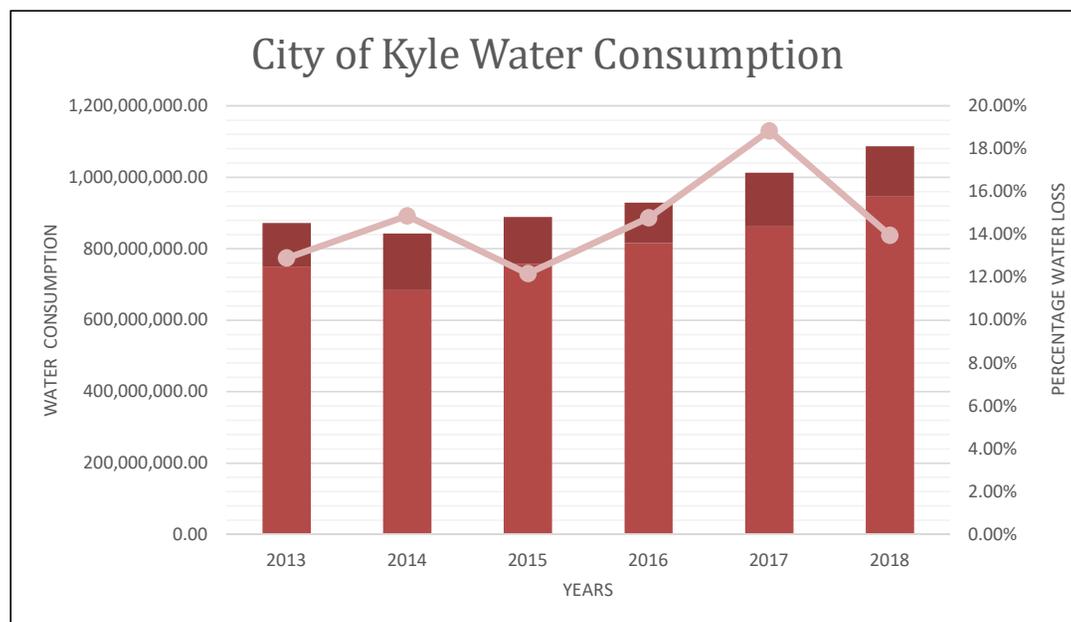
City of Kyle Assessment Locations

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# ASSESSMENT BRIEF – WATER AND SCADA INFRASTRUCTURE

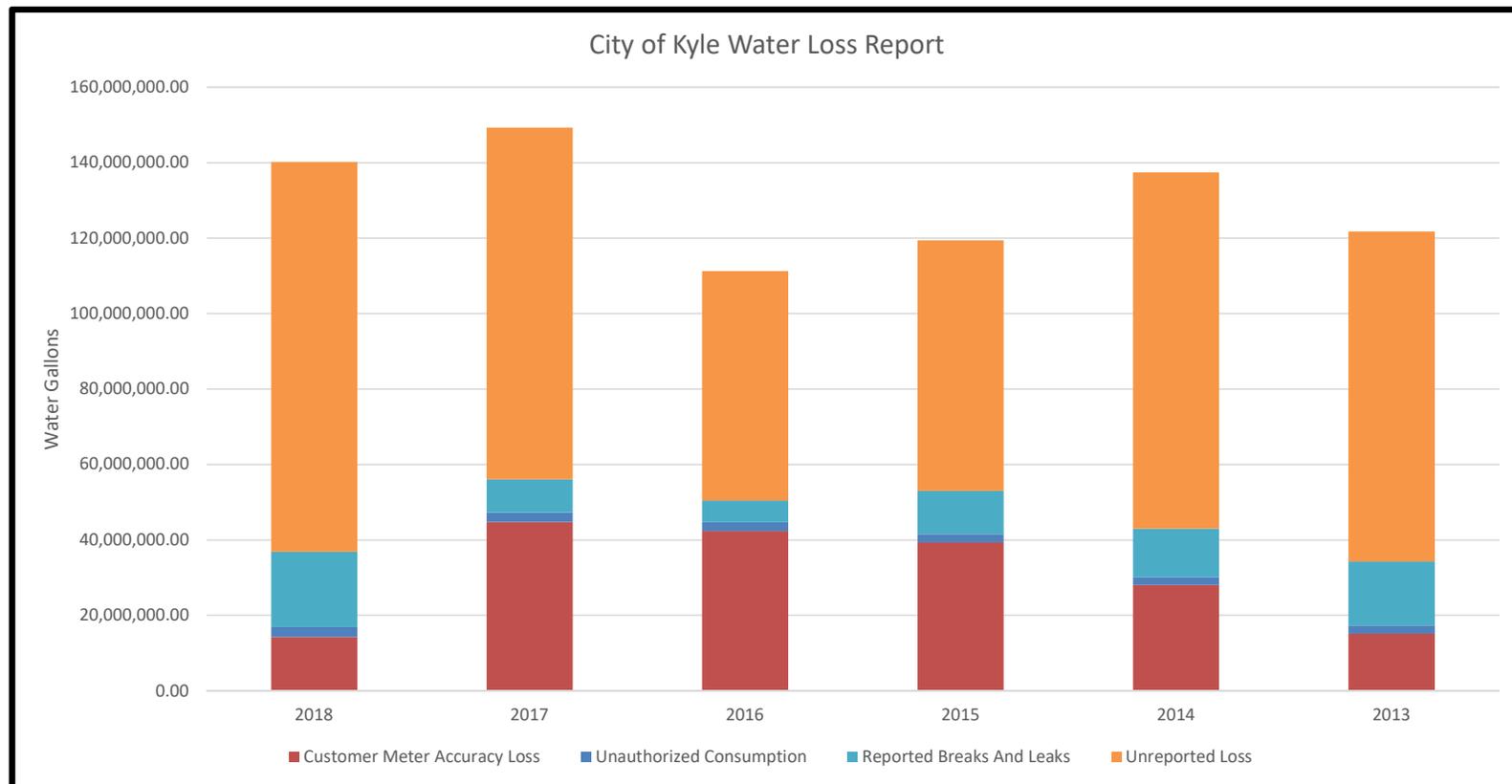
## Water and Utility Infrastructure

- Over 1 Billion Gallons
- 14.6% Average yearly water loss
- Total: 136 Million Gallon Average
  - Leaks
  - Theft/Unmetered Use
  - Aging Infrastructure
  - Meter accuracy loss
  - Delayed notifications
- \$25.84 average water
- 5,498 Gallons a month



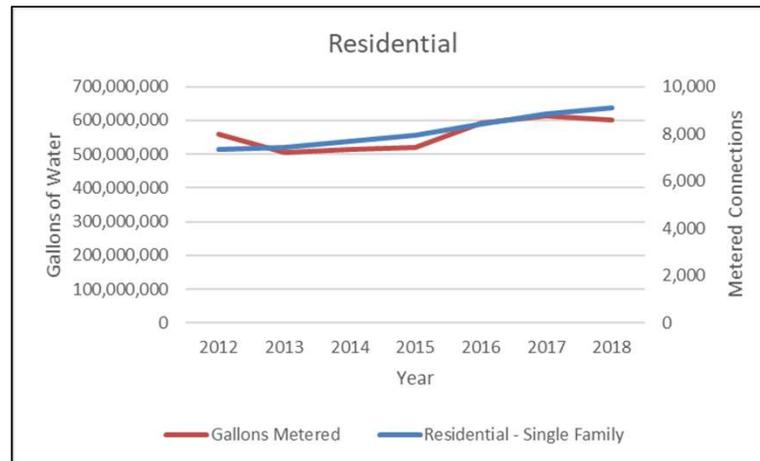
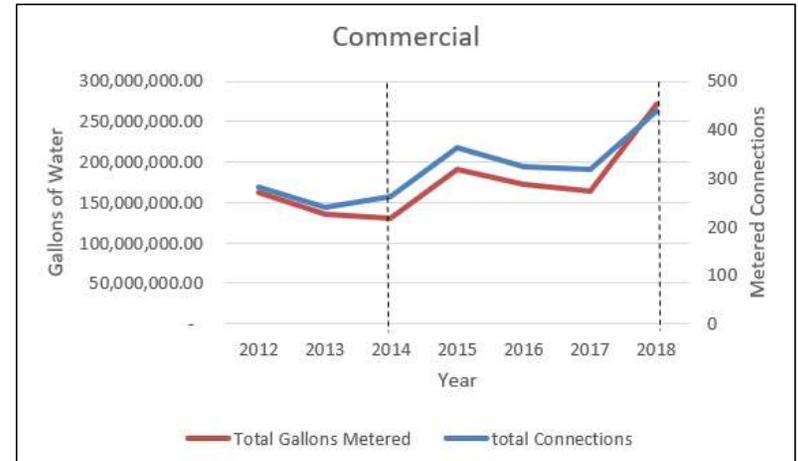
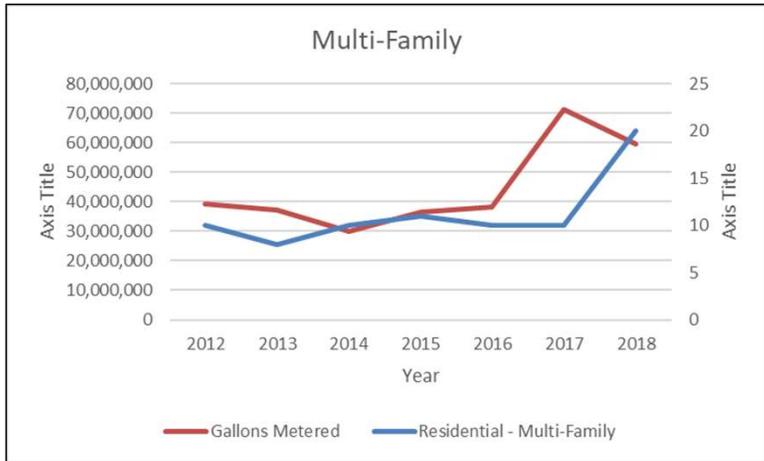
\$ 6,387,722.52 over 10 Years

# CITY OF KYLE – WATER LOSS REPORT



2018 - Water loss of 140 Million Gallons

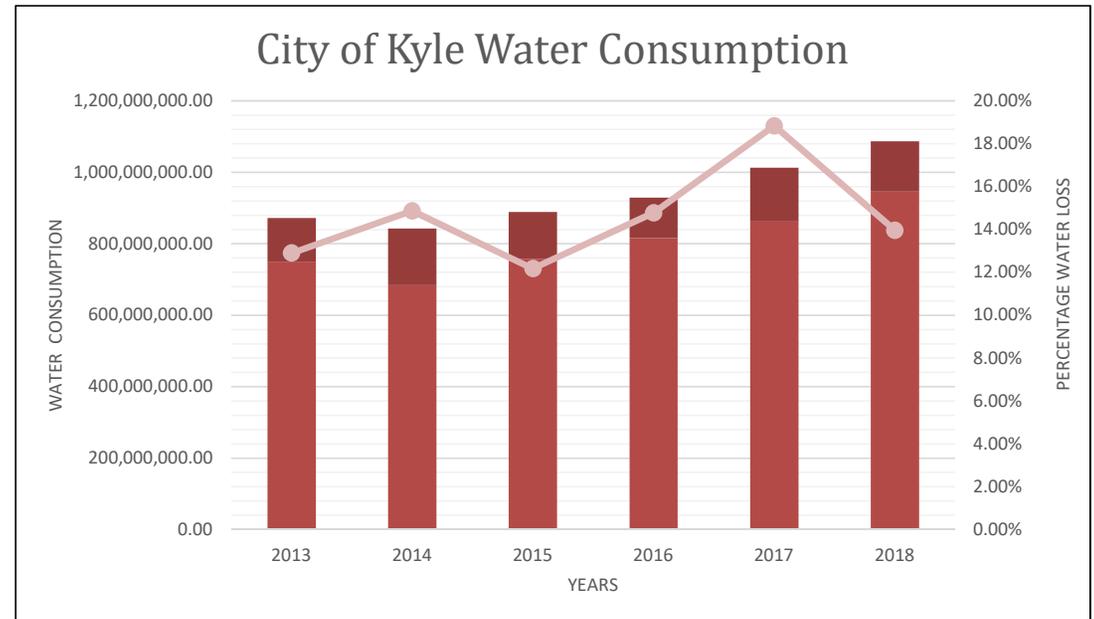
# CITY OF KYLE: GROWTH



# CITY OF KYLE - WATER USAGE REPORT

## Water Usage

- 2018 – 1.086 Billion Gallons of water purchased
- 2018 – 932.5 Million Gallons of Water billed
- 2018 - Water loss of 140 Million Gallons a year

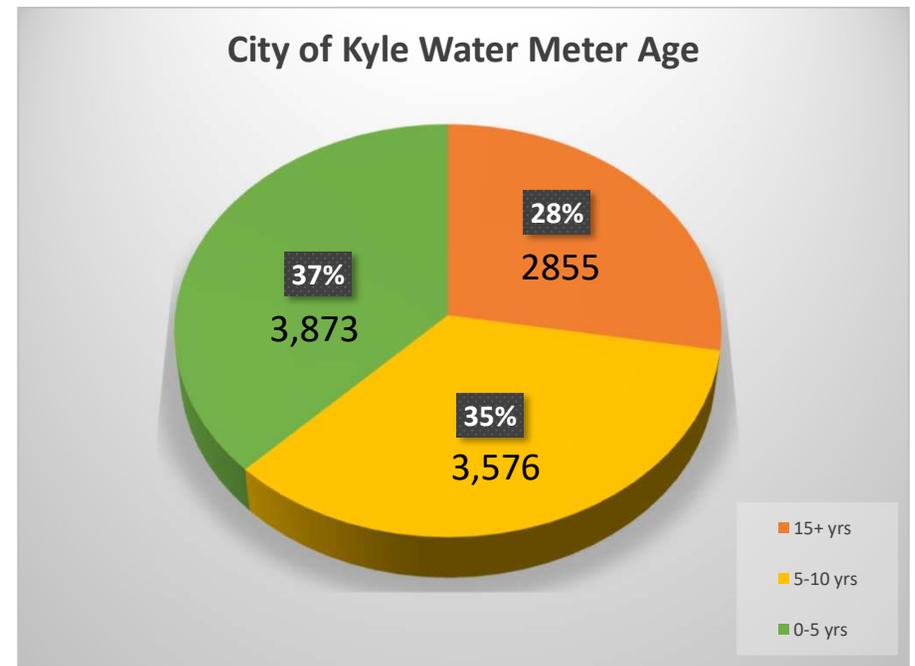


**\$740,129.24 loss in 2018**

# CITY OF KYLE - WATER USAGE REPORT

## Water Meter Assets

- Total Reader quantity
  - 10,304 Total Meters
  - Size Range ¾ in – 8 in
- Water Meter accuracy
  - 0-5 Yrs Within Spec
  - 5-15 Yrs Degradation period
  - 15 + Yrs Out of Spec
- AWWA Recommends Replacing Meter at 15 years



Water Meter Age

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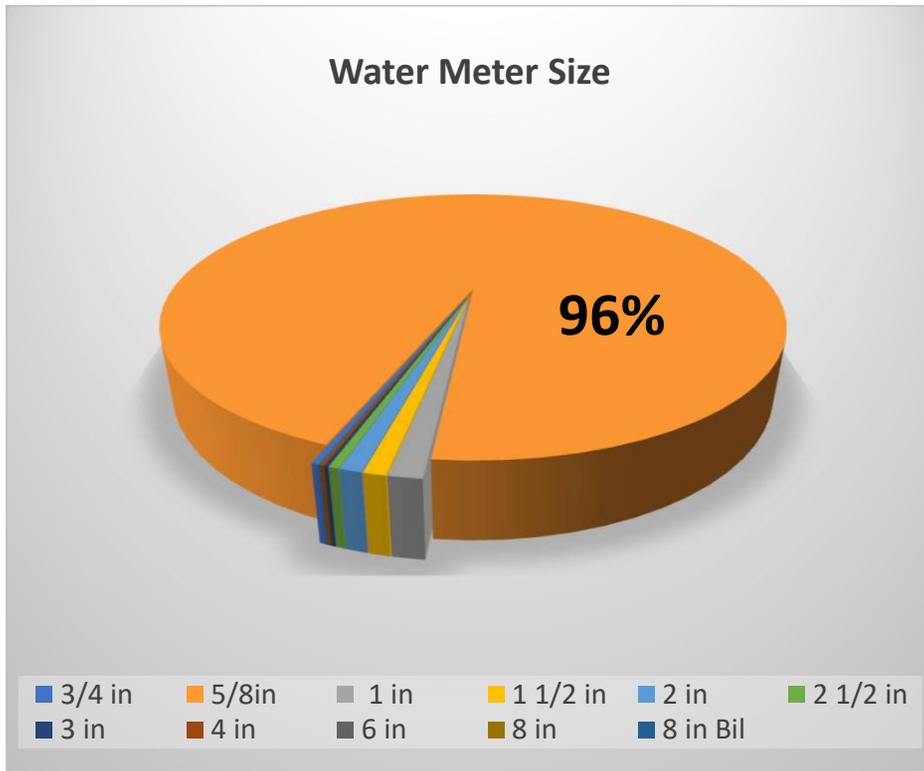
# WATER METER AGE DISTRIBUTION MATRIX

	Water Meter Age
15+ yrs	2855
5-10 yrs	3576
0-5 yrs	3873
Total	10304

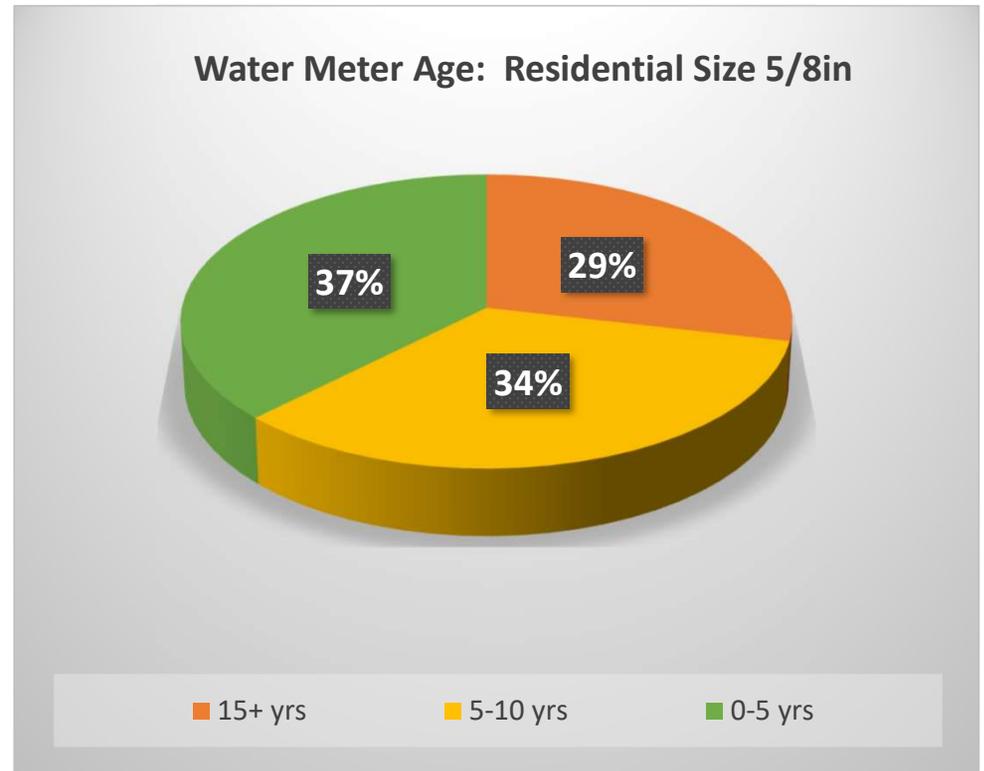
	Water Meter Type										
	3/4 in	5/8 in	1 in	1 1/2 in	2 in	2 1/2 in	3 in	4 in	6 in	8 in	8 in Bil
1900		245		1	1					1	
1970		1									
1990		9									
1991		1									
1999		7									
2000		2									
2001		23									
2003		5									
2004		2199	3	2	10		1				
2005		340	2				1	1			
2006		387	4	1		2					
2007		347	1	3	6	3			1		
2008		267	5	3	2	3		1			
2009	1	178	7	12	9	2		3		1	
2010	3	177	6	5	4	1		2			
2011		259	5	9	5						
2012		296	5	4	1	1	1		1		
2013	2	305	8	2	2	9		1	1		
2014	3	566	11	13	15	5	3				
2015		568	10	6	8		1	1			2
2016	4	830	26	8	9	10	3				
2017	5	915	17	5	7	1	4	4			
2018	5	945	9	10	6	1	2	1	1		1
2019	4	912	16	8	6	5		1			
2020	3	87	2								
	30	9871	137	92	91	43	16	15	5	1	3

Water Meter Age Distribution Matrix

# CITY OF KYLE – WATER METER REPORT



City of Kyle Water Meter Size

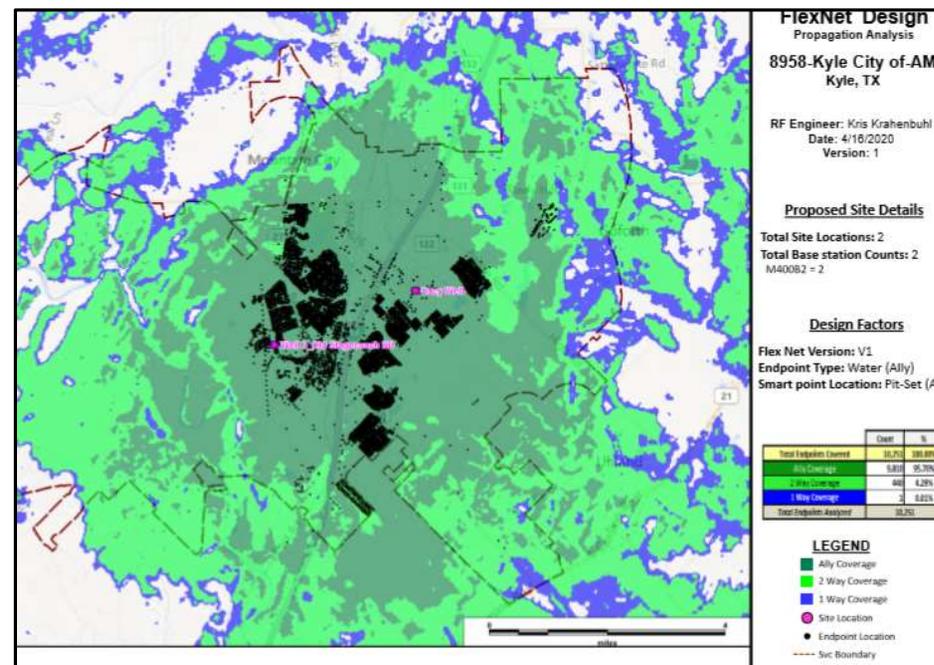


City of Kyle 5/8 in Water Meter age

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# WATER METER SYSTEM

- Reactive Leak Mitigation
  - Reported by public
  - Reactive Detection
- No Leak detection sensors or alerts
  - Commercial
  - Residential
  - Production lines
- Aging water meter infrastructure
- Long meter read cycles
- Billing errors
- Loss of revenue
- Loss of meter accuracy over time



AMI Propagation Study

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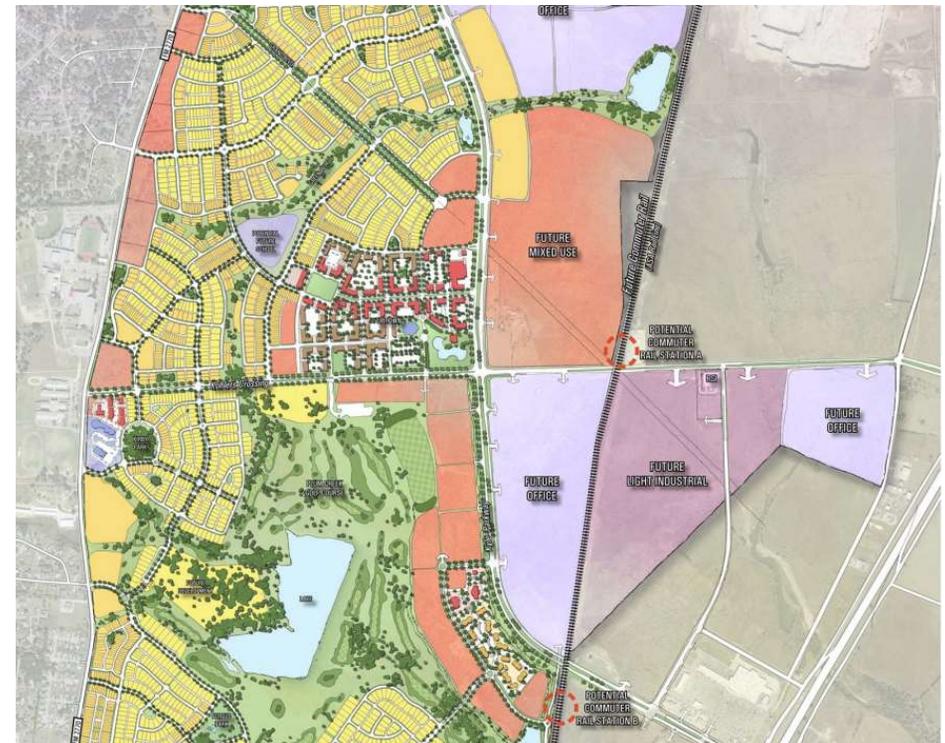
# CITY OF KYLE – SCADA INFRASTRUCTURE

## Current System:

- No leak mitigation system
- System limitations prevent crucial updates and expansions
- Uses complicated logic to run program
  - Expensive to change or upgrade system
  - Limitations are impacting expansion process
- Limited support
  - Available resources cover extensive territories
  - Limited stock availability
    - No Emergency supply

## SCADA SYSTEM

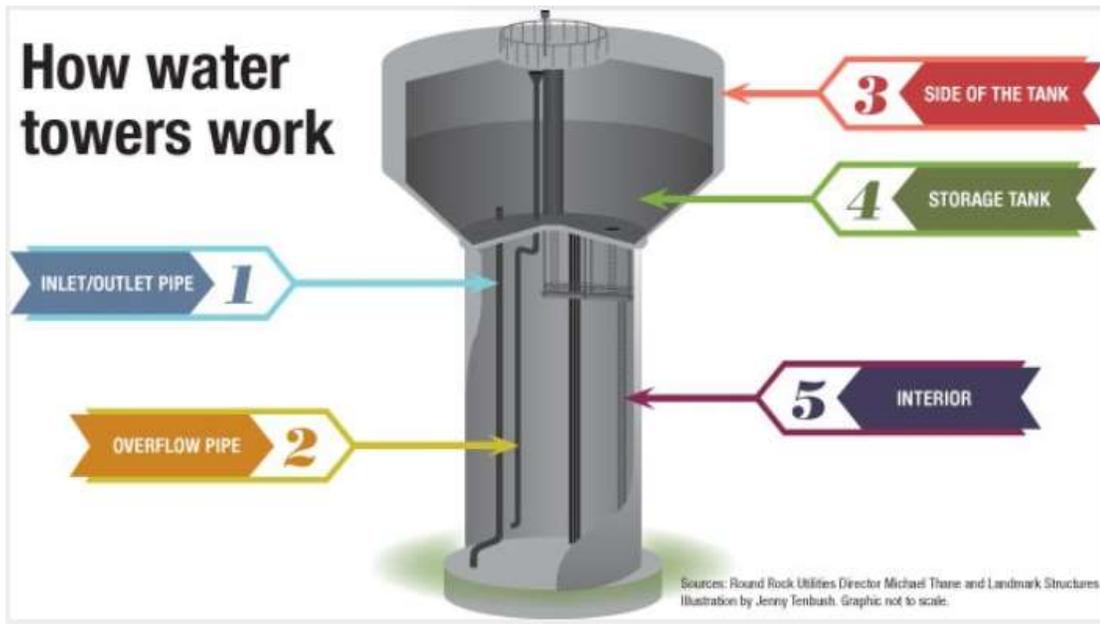
- Scalability and expansion concerns
  - Programming logic complicated and inconsistent
  - No support or available stock
- Data transmission
  - Radio transmission interval at 15 min
- Challenging service and maintenance operations
- Hardware failure
- Ad hoc costs with updates to logic expansion



Plum Creek Development

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# SCADA EMERGENCY – TOWER OVERFLOW



# SCADA EMERGENCY - WASTE WATER TREATMENT



City of Kyle Waste Water Treatment Plant



The city of Kyle's wastewater treatment had a "significant" component failure earlier this month. (courtesy photo)

| City of Kyle repairs treatment plant, abates possible overflow into Plum Creek



## BUILDINGS INFRASTRUCTURE

- Buildings currently operate independently
- No current building management system
  - No Global set points or scheduling
- Building lighting system
  - T8
  - Halogen
  - HPS
- Increase operation cost

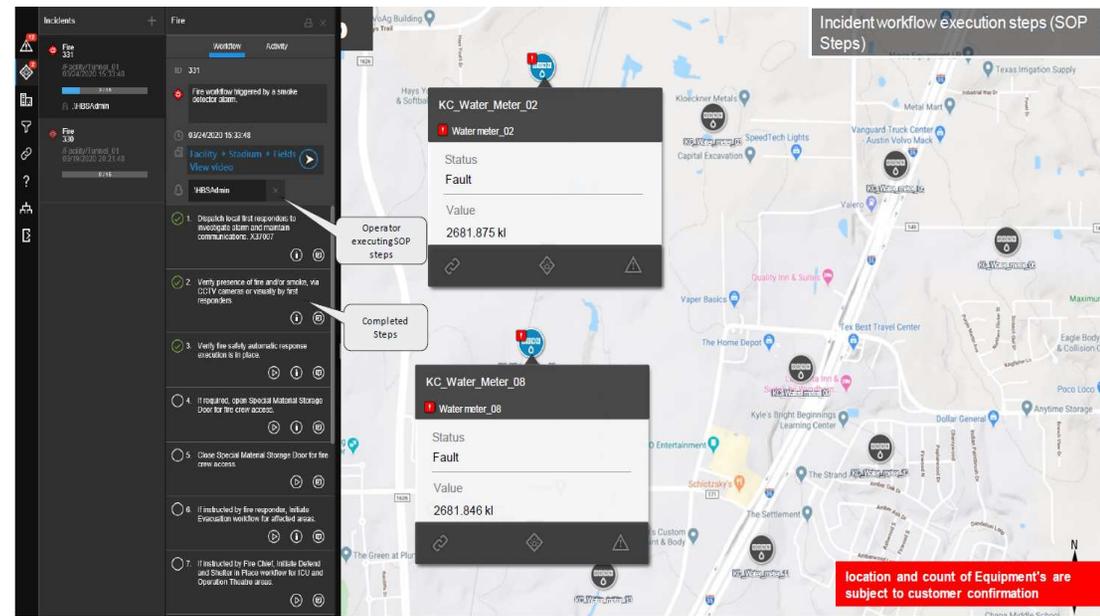
Energy Analysis			
Existing kWh	Proposed kWh	kWh Saved	Annual Savings
164,151	64,851	99,300	\$8,431.62
Equivalent Environmental Impact*			
	CO <sup>2</sup> Emissions	lbs	63,552
		tons	32
	Coal Emissions	lbs	74,271
		tons	37

Energy Analysis

**\$84,431.00 Savings Over 10 Years**

# RECOMMENDATIONS

- Smart City Platform
  - Single Pane of Glass
  - Integrated Building assets
  - Integrated Water Meter and Utility Infrastructure
  - Cybersecurity predictive threat prevention platform
  - Global Control, Alarm, Monitoring and Automation of Assets
  - Digitized maintenance capabilities
  - Extend lifespan of existing assets



City of Kyle SCADA

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# SCOPE OF WORK

## Smart City Platform

- **Honeywell Enterprise Buildings Integrator R600 – Building Management**
- **SCADA Platform**
- **Honeywell Command and Control Suite R3.0**
- **The Sensus FlexNet**
- **Regional Network Interface (RNI)**
- **Residential Water Meters**
  - Upgrade to iPERL Meter
  - Upgrade to Omni Compound Meter
- **Customer Portal**
- **LED Lighting Retrofit**

- **Honeywell Software Assurance**
  - 5 years subscription.
- **Covered Software**
  - Honeywell Enterprise Buildings Integrator
  - Honeywell Command and Control Suite
- **Covered Labor**
  - Semi-annual minor update and patches installation
  - Year 3 major upgrade
  - Year 5 major upgrade

- **Honeywell Endpoint Protection – Deep Instinct**
  - 5 years subscription.
- **Honeywell Remote Honeywell Remote Monitoring**
  - 5 years subscription.
- **Honeywell Pulse for Connected Building**
  - 5 years subscription.
- **Training**
  - (3) 4-hour operator training sessions
  - (2) 4-hour system administration sessions

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# SMART CITY PLATFORM OUTCOMES

- **Building Infrastructure**

- LED Lighting Retrofit
  - Increased Energy Efficiency
- Integrated HVAC and DDC
  - Increased System Performance
  - Energy Efficiency
  - Extend Asset lifecycle
  - Reduced Operation cost
- Scalable Platform for continued city expansion
- BMS integration to existing city buildings
  - \$3,293 Annual savings
  - 35,964 kWh saved
- Energy Savings on Lighting Retrofit
  - \$8,431.62 Annual
  - 99,300 kWh Saved

Energy Analysis			
Existing kWh	Proposed kWh	kWh Saved	Annual Savings
164,151	64,851	99,300	\$8,431.62
Equivalent Environmental Impact*			
	CO <sup>2</sup> Emissions	lbs	63,552
		tons	32
	Coal Emissions	lbs	74,271
		tons	37

Energy Analysis

**\$8,431.62 Annual Energy Savings on Lighting Retrofit**

# City of Kyle

## Smart City Platform

Water Meter Infrastructure



RNI Communication

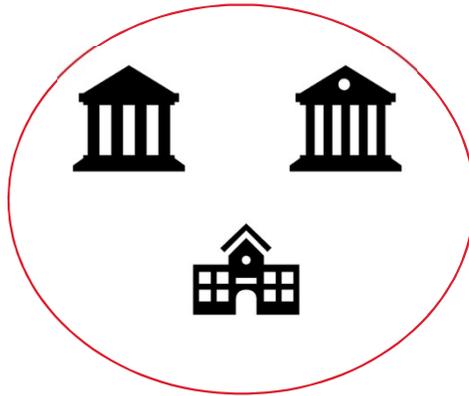


Residential Water Meter



Commercial Water Meter

City Infrastructure



Connected City Buildings

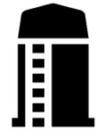
Utility Infrastructure



Directional Broadband



Waste Water Treatment plant



Change Stations  
Water Towers  
Remote Utility Sites  
Pump Stations

# BENEFITS TO THE CITY OF KYLE

## Financial:

- Water Loss Revenue capture
  - \$7,183,520.00 over 10 Years
- Lighting Savings
  - \$84,431 Over 10 Years
- Building Management System efficiency savings
  - \$32,930.00 Over 10 years
- Lower Operating cost
  - 15k – 18k a month ( Water Meter Processes )
- Repurposing City resources
- Scalable future business growth

## Operational:

- Faster response to residents
- Automated Billing
- Automated Meter Reading
- Faster Response SCADA system
- Leak mitigation
- Recapture lost revenue
- Cybersecurity Threat Mitigation
- Water Conservation

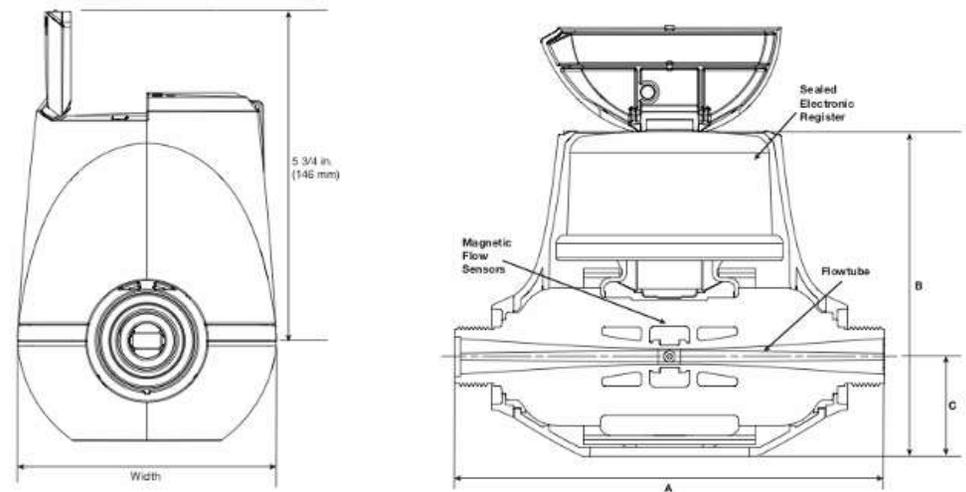
## Kyle Residents:

- Water Conservation
- Energy Conservation
- Real time data
- Improved services
- Infrastructure for continued city economic growth
- Tax payer fiscal responsibility

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## SMART CITY PLATFORM OUTCOMES

- Re-capture water meter accuracy
  - iPERL Water meter
  - Electromagnetic flow meter 20 year accuracy
  - 20 Year Warranty
- Prevent water loss and leaks through Smart Alarming and Notification
- Faster response time
- Increase yearly revenue
- Providing better service to constituents
  - Technology provides city capability for hourly water usage

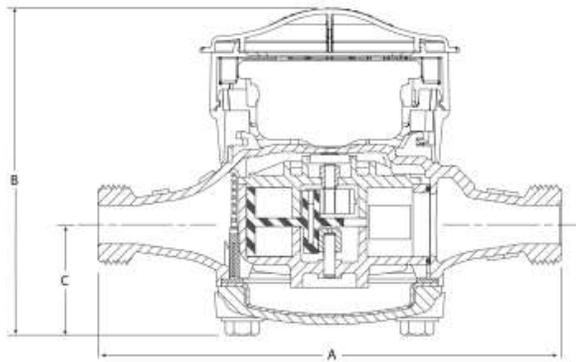


iPERL Water Meter

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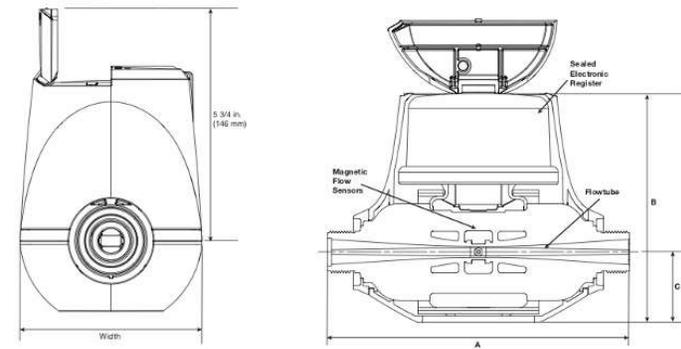
# WATER METER TECHNOLOGY

## Existing



- Measurement Technology: Oscillating Piston
- Low Flow Range: ¼ Gallon
- 5 Year Accuracy at Specification 95%-101%
  - Accuracy degrades after 5 years
- 15 Year Warranty

## Recommended

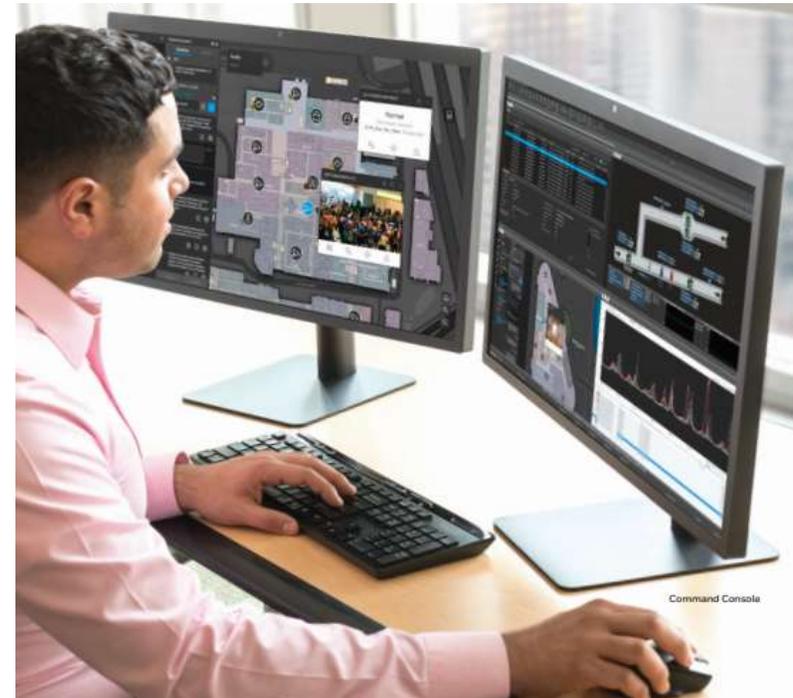


- Measurement Technology: Solid State Electromagnetic flow
- Low Flow Range: 1/10 Gallon
- Lower flow leaks detection and alarm
- 20 year accuracy 98.5-101%
- 20 year warranty

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## SMART CITY PLATFORM OUTCOMES

- Capture energy savings
  - Lighting retrofit
  - Building Controls
  - System Automations
- Lower operation cost
- Extend Asset Life Cycle
- Mitigate Increasing Cyber Threats

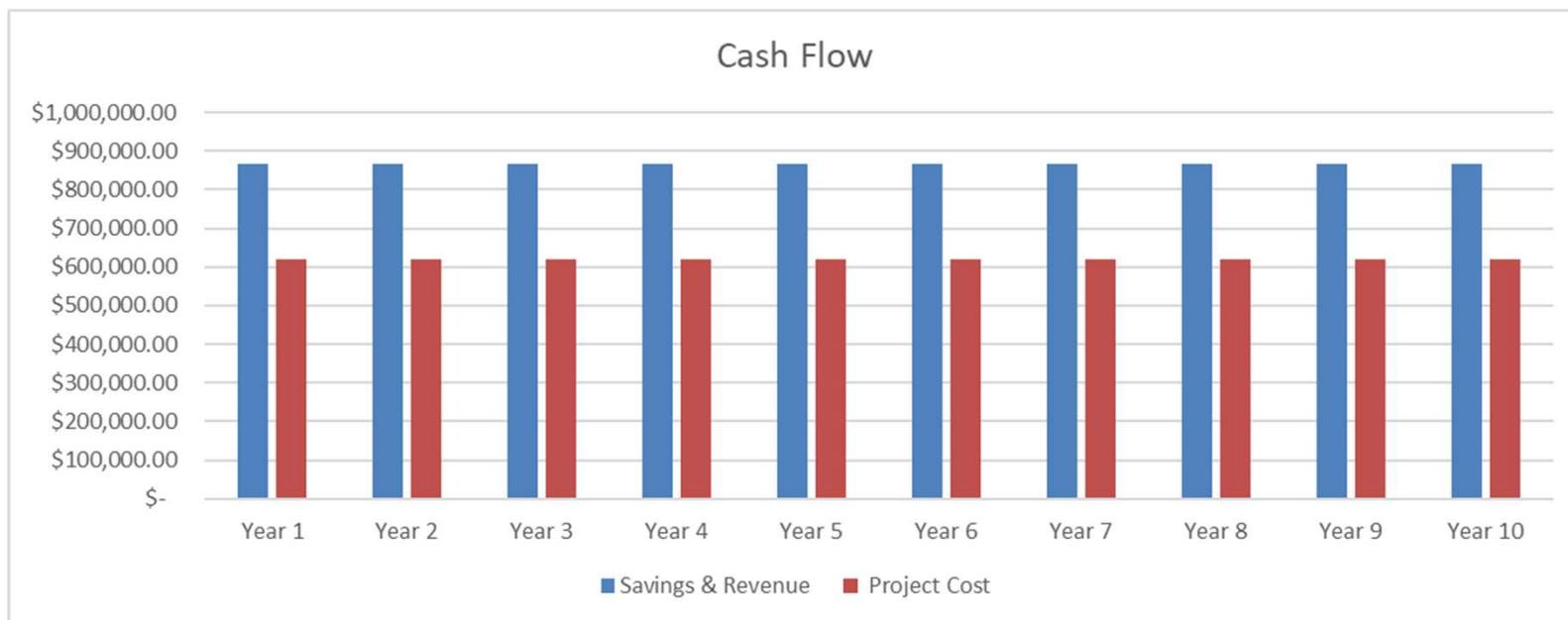


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# City of Kyle Financial

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Water Loss Mitigation	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25	\$ 638,772.25
Process Efficiency	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00	\$ 216,000.00
Building Management Efficiency	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00	\$ 3,293.00
Lighting retrofit	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62	\$ 8,431.62
<b>Savings &amp; Revenue</b>	<b>\$ 866,496.87</b>									
<b>Project Cost</b>	<b>\$ 619,015.68</b>									
<b>Net</b>	<b>\$ 247,481.19</b>									

# CITY OF KYLE CASH FLOW

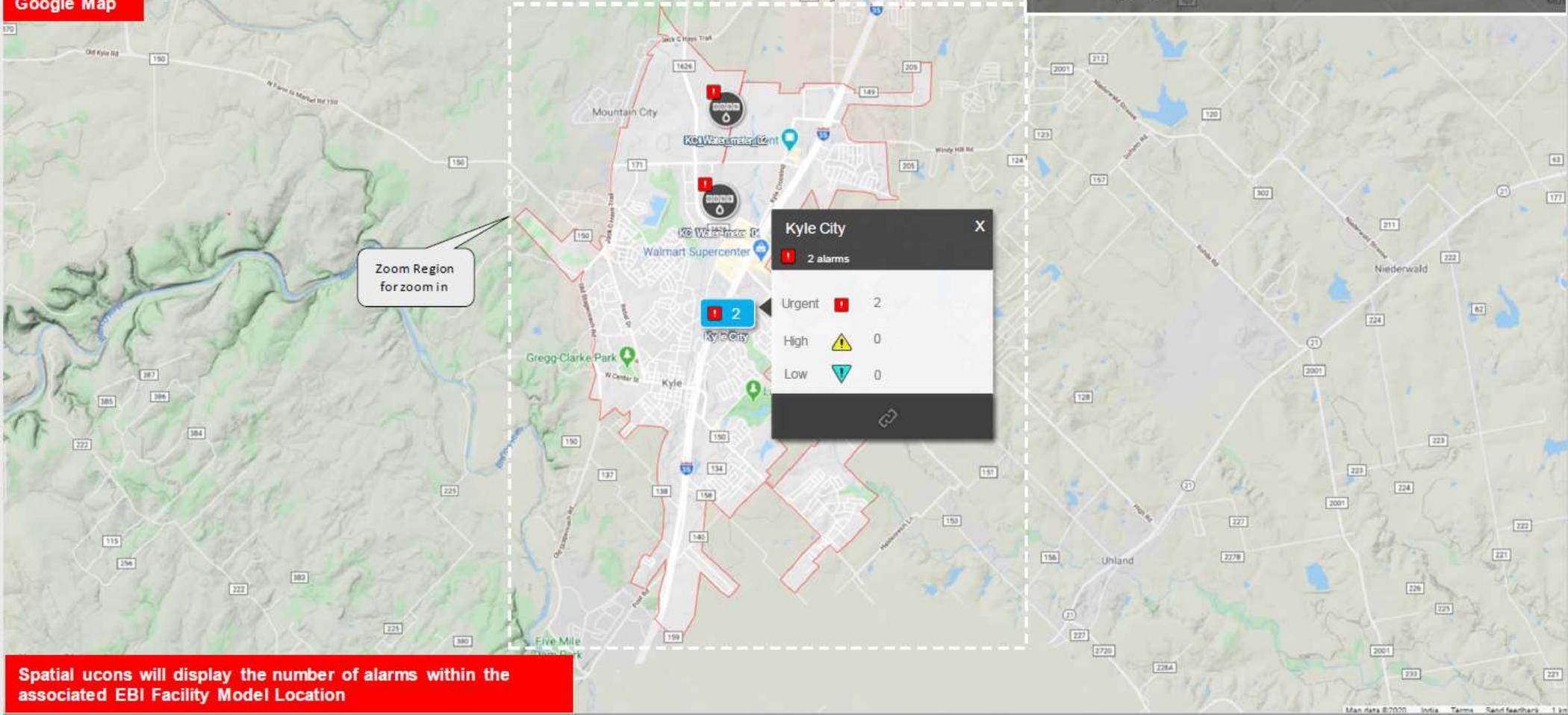


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# Google Map Kyle City

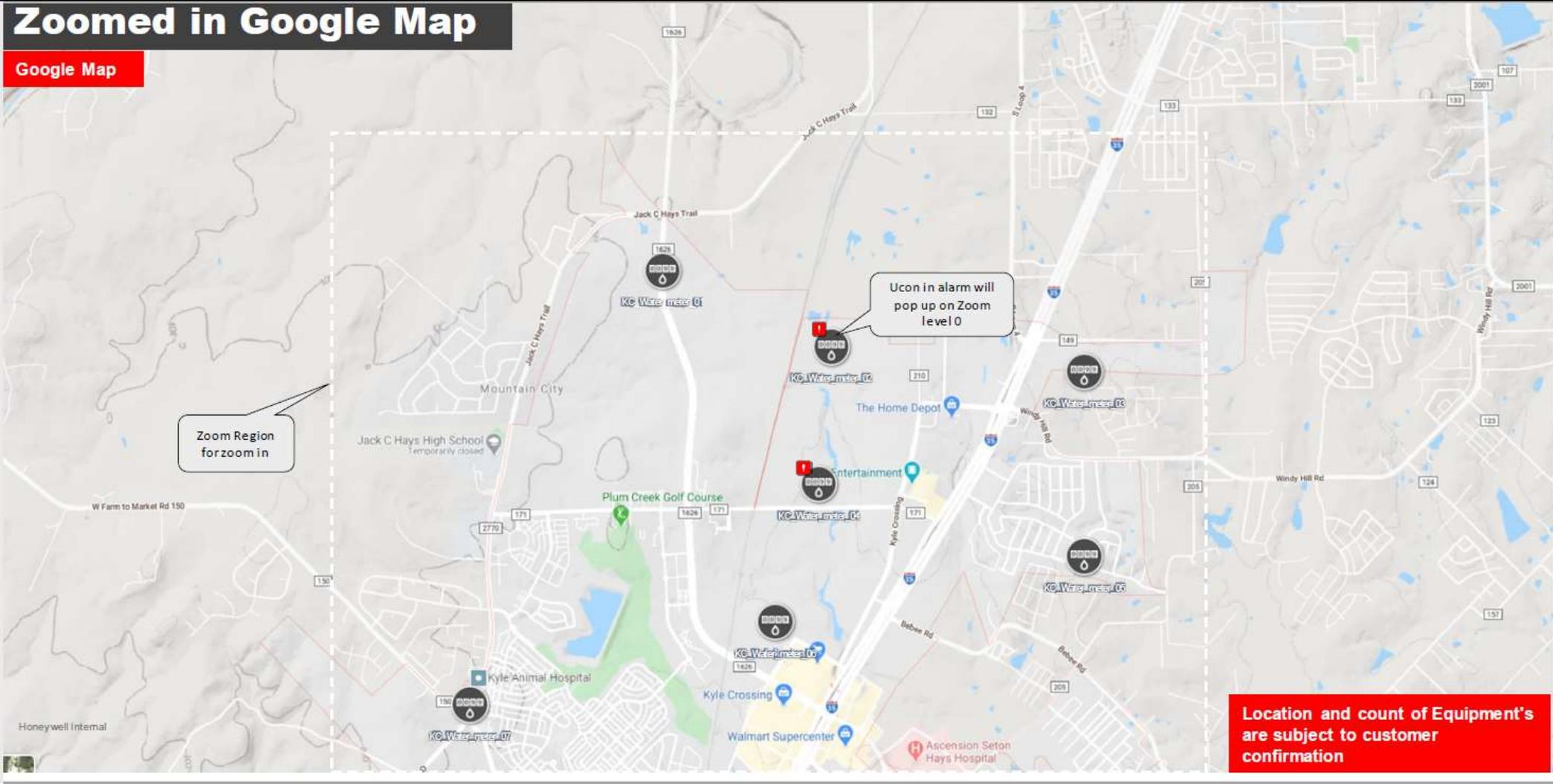
Google Map

## High Level / City Level Map of Kyle city with Summary Spatial Ucons



# Zoomed in Google Map

Google Map



Zoom Region for zoom in

Ucon in alarm will pop up on Zoom level 0

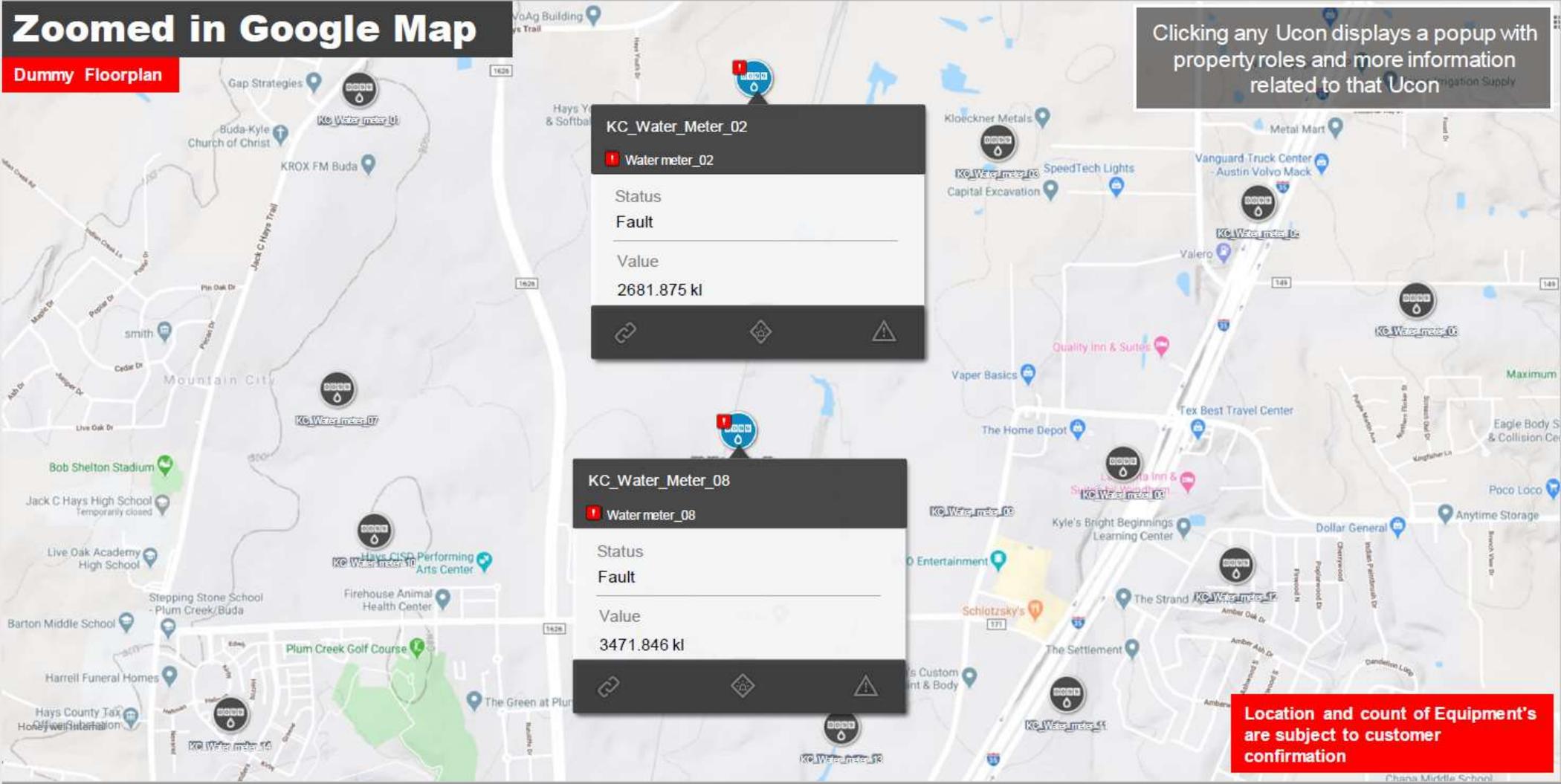
Location and count of Equipment's are subject to customer confirmation



# Zoomed in Google Map

Dummy Floorplan

Clicking any Ucon displays a popup with property roles and more information related to that Ucon



**KC\_Water\_Meter\_02**

Water meter\_02

Status

Fault

---

Value

2681.875 kl

Map navigation icons: Home, Location, Alert

**KC\_Water\_Meter\_08**

Water meter\_08

Status

Fault

---

Value

3471.846 kl

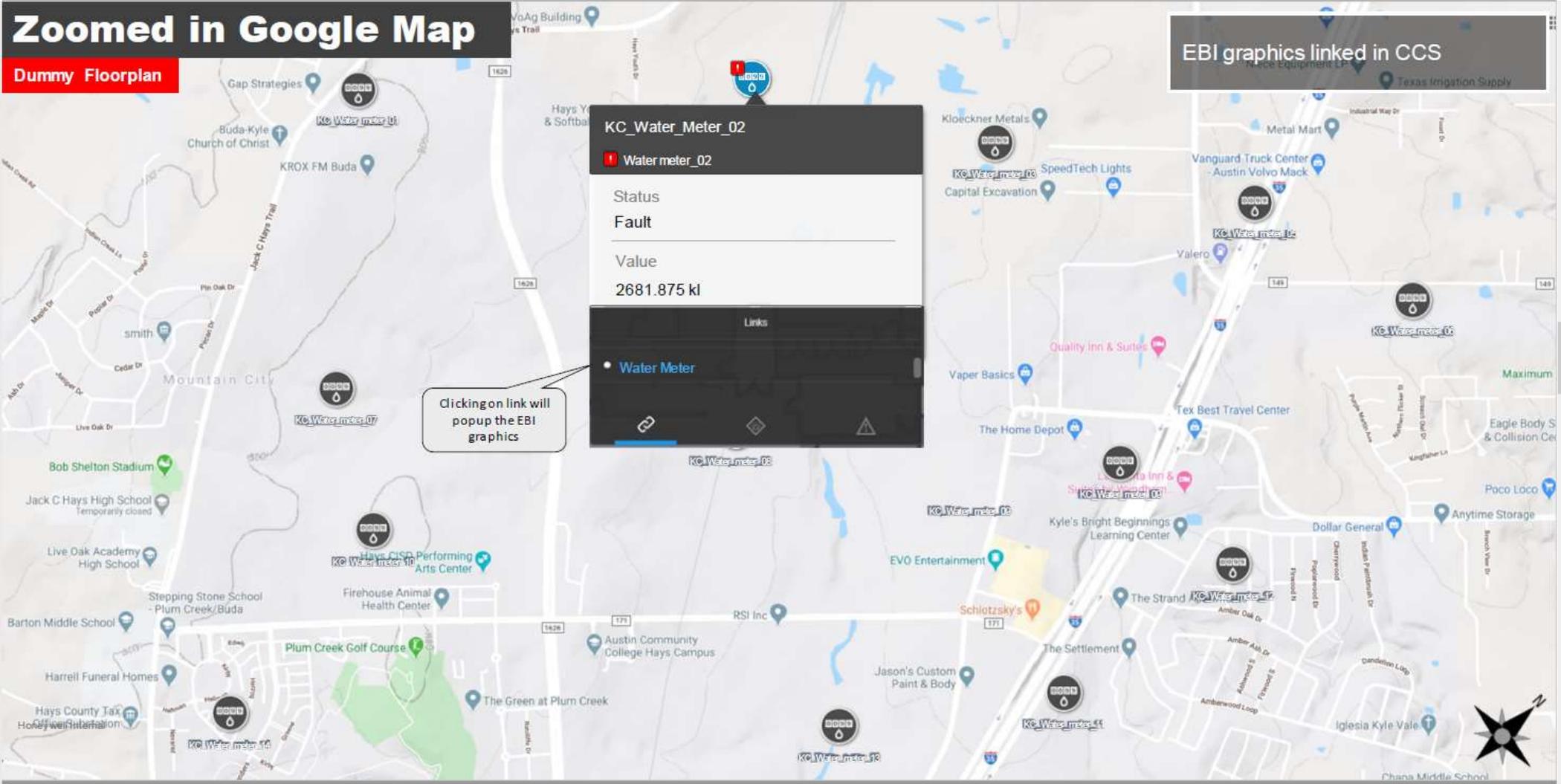
Map navigation icons: Home, Location, Alert

Location and count of Equipment's are subject to customer confirmation

# Zoomed in Google Map

Dummy Floorplan

EBI graphics linked in CCS



**KC\_Water\_Meter\_02**

Water meter\_02

---

Status

Fault

---

Value

2681.875 kl

---

Links

- Water Meter

Clicking on link will popup the EBI graphics

The screenshot displays a software interface for incident management, specifically for a fire event. The interface is divided into several sections:

- Incidents Panel (Left):** Lists active incidents, including 'Fire 331' and 'Fire 330'. It shows details like 'Facility/Tunnel\_01' and '03/24/2020 15:33:48'. A user named 'IHBSAdmin' is associated with the incidents.
- Workflow and Activity View (Top Center):** A panel with tabs for 'Workflow' and 'Activity'. A callout points to this area, stating 'Workflow and Activity view selection at top'.
- Orchestration Control (Middle Left):** A list of tasks for the incident:
  1. Dispatch local first responders to investigate alarm and maintain communications. X37007
  2. Verify presence of fire and/or smoke, via CCTV cameras or visually by first responders.
  3. Verify fire safety automatic response execution is in place.
  4. If required, open Special Material Storage Door for fire crew access.
  5. Close Special Material Storage Door for fire crew access.
 A callout points to this section, stating 'Orchestration Control'.
- Operator Remarks (Bottom Left):** A text input field labeled 'POST' with a callout stating 'Operator Can add remarks'.
- Map (Right):** A map showing the location of the incident. Several water meters are marked with red icons and labels: 'KC\_Water\_Meter\_02', 'KC\_Water\_Meter\_08', and 'KC\_Water\_Meter\_1R'. Callouts provide details for these meters:
  - KC\_Water\_Meter\_02:** Status: Fault, Value: 681.875 kl.
  - KC\_Water\_Meter\_08:** Status: Fault, Value: 2681.846 kl.
- Incident Workflow sample (SOP) (Top Right):** A header for the Standard Operating Procedure section.
- Disclaimer (Bottom Right):** A red box containing the text: 'location and count of Equipment's are subject to customer confirmation'.

**Incident workflow execution steps (SOP Steps)**

**Incident Details:**  
 Fire 331  
 Facility/Tunnel\_01  
 03/24/2020 15:33:48  
 IHBSAdmin

**Workflow Steps:**

1. Dispatch local first responders to investigate alarm and maintain communications. X37007 **Completed**
2. Verify presence of fire and/or smoke, via CCTV cameras or visually by first responders. **Completed**
3. Verify fire safety automatic response execution is in place. **Completed**
4. If required, open Special Material Storage Door for fire crew access. **Pending**
5. Close Special Material Storage Door for fire crew access. **Pending**
6. If instructed by fire responder, initiate Evacuation workflow for affected areas. **Pending**
7. If instructed by Fire Chief, initiate Defend and Shelter in Place workflow for ICU and Operation Theatre areas. **Pending**

**Equipment Data:**

Equipment ID	Status	Fault	Value
KC_Water_Meter_02	Water meter_02		2681.875 kl
KC_Water_Meter_08	Water meter_08		2681.846 kl

**Map Labels:** KC\_Water\_meter\_02, KC\_Water\_meter\_08, KC\_Water\_meter\_10, KC\_Water\_meter\_11, KC\_Water\_meter\_12, KC\_Water\_meter\_13, KC\_Water\_meter\_14, KC\_Water\_meter\_15, KC\_Water\_meter\_16, KC\_Water\_meter\_17, KC\_Water\_meter\_18, KC\_Water\_meter\_19, KC\_Water\_meter\_20, KC\_Water\_meter\_21, KC\_Water\_meter\_22, KC\_Water\_meter\_23, KC\_Water\_meter\_24, KC\_Water\_meter\_25, KC\_Water\_meter\_26, KC\_Water\_meter\_27, KC\_Water\_meter\_28, KC\_Water\_meter\_29, KC\_Water\_meter\_30, KC\_Water\_meter\_31, KC\_Water\_meter\_32, KC\_Water\_meter\_33, KC\_Water\_meter\_34, KC\_Water\_meter\_35, KC\_Water\_meter\_36, KC\_Water\_meter\_37, KC\_Water\_meter\_38, KC\_Water\_meter\_39, KC\_Water\_meter\_40, KC\_Water\_meter\_41, KC\_Water\_meter\_42, KC\_Water\_meter\_43, KC\_Water\_meter\_44, KC\_Water\_meter\_45, KC\_Water\_meter\_46, KC\_Water\_meter\_47, KC\_Water\_meter\_48, KC\_Water\_meter\_49, KC\_Water\_meter\_50.

**Location and count of Equipment's are subject to customer confirmation**

**Incidents**

- Fire 331  
Facility/Tunnel\_01  
03/24/2020 15:33:48  
VHBSAdmin
- Fire 330  
Facility/Tunnel\_01  
03/19/2020 20:21:48  
VHBSAdmin

**Workflow** | **Activity**

POST

3/25/2020  
VHBSAdmin  
Workflow step marked as complete.  
Verify fire safety automatic response execution is in place.  
03/25/2020 05:05:44

VHBSAdmin  
Workflow step marked as complete.  
Dispatch local first responders to investigate alarm and maintain communications. X37007  
03/25/2020 05:05:43

VHBSAdmin  
Workflow step marked as complete.  
Verify presence of fire and/or smoke via CCTV cameras or visually by first responders.  
03/25/2020 05:05:39

VHBSAdmin  
Workflow ownership assigned to 'VHBSAdmin'.  
03/25/2020 05:04:41

3/24/2020  
VHBSAdmin  
Workflow initiated.  
03/24/2020 15:33:30

**Water Meter\_02**

Status  
Fault  
Value  
2681.875 kl

**KC\_Water\_Meter\_08**

Water meter\_08  
Status  
Fault  
Value  
2681.846 kl

**Incident workflow execution steps (SOP Steps)**

**location and count of Equipment's are subject to customer confirmation**

## NEXT STEPS

- City Council Approval
- Investment Grade Audit



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## Questions

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# CITY OF KYLE, TEXAS

## CIP/Road Projects Update

**Meeting Date: 8/4/2020**

**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Anthem to Kohlers Crossing Waterline Connection Project

**Meeting Date: 8/4/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Approve Task Order No. 6 to LJA ENGINEERING, INC., Austin, Texas, in the amount not exceed \$76,339.00 for preparation of a Preliminary Engineering Report for the Anthem to Kohlers Crossing Waterline Project. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** LJA will be providing a Preliminary Engineering Report (PER) for the proposed waterline connection connecting the Anthem subdivision to the Plum Creek Phase 2 development. A new 16" waterline is proposed and will provide a secondary connection to the Anthem development. The PER is to verify and document the sizing, location and anticipated construction costs and schedule.

**Legal Notes:** N/A

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

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### ATTACHMENTS:

#### **Description**

- LJA Proposal - Task Order No. 6
- Proposed Waterline Connection Alignment

This is Task Order No. 6,  
consisting of 2 pages.

**Task Order**

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

**1. Background Data**

- a. Effective Date of Task Order: 08/04/2020
- b. Owner: City of Kyle
- c. Engineer: LJA Engineering, Inc.
- d. Specific Project (title): Anthem to Kohler Crossing Waterline Connection Project
- e. Specific Project (description): Preliminary Engineering Report for 16" waterline connecting Plum Creek PhII to Anthem Subdivision and 30% schematic design

**2. Services of Engineer**

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

Set forth in Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

**4. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:  
All work to be completed by April 4th, 2021.

**5. Payments to Engineer**

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

For the scope of services outlined in Exhibit A, a total fee would be \$76,339.00. Please see Exhibit C for Fee Breakdown.

**6. Attachments:**

- a. Exhibit A - Engineers Scope
- b. Exhibit B - Owner's Responsibilities
- c. Exhibit C – Fee

**7. 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 08/04/2020.

OWNER:

ENGINEER:

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

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

Print Name: Travis Mitchell

Print Name: Brian Young, PE

Title: Mayor

Title: Vice President

Engineer License or Firm's Certificate No. (if required): F-1386  
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

Name: Stuart Cowell, PE

Title: Project Engineer

Address: 2700 La Frontera, STE 150, Round Rock, Texas 78681

E-Mail Address: scowell@lja.com

Task Order Form

**Exhibit A**

**Engineer's Services for  
Anthem to Kohler Crossing Waterline Connection Project**

As requested, we are pleased to provide this proposal for engineering services associated with the Anthem to Kohler Crossing Waterline Connection Project (Project). The proposed Waterline Connection Project is to install a new 16" waterline connecting Anthem Subdivision to Plum Creek Phase 2 on the north side of Kyle (within pressure plane #3). The Preliminary Engineering Report is to verify and document sizing, location, and anticipated construction costs and schedule.

The Engineer shall develop the following project package:

1. Anthem to Kohler Crossing Waterline Connection Project Preliminary Engineering Report
2. 30% Schematic Design

This project will generally include:

**TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION**

The Engineer will perform:

1. Prepare a Project Management Plan
2. Invoicing, Contract Document Coordination, Progress Reports
  - a. Project creation and Task Order creation
  - b. Prepare monthly progress reports and send with invoice to City via e-mail/USPS.
  - c. Prepare monthly invoices for all requests for payment.
3. Management of Subconsultants
  - a. Monitor and supervise sub consultant activities.
  - b. Review and approve sub consultant invoices.
  - c. Review all work products prepared by sub consultants
4. Produce Project Scheduling  
Prepare an initial critical path schedule in Microsoft Project format for approval by the City indicating tasks, milestones, major meetings, and reviews. Update schedule with each milestone deliverable.

**Deliverables**

- Monthly invoice.
- Project Schedule.

**TASK 2 – DATA COLLECTION AND REVIEW**

The Engineer and Subconsultants will perform:

1. Site visits and field investigations as necessary to confirm field data
  - The Engineer will conduct two (2) site visits to verify data on utility locations, future alignments, conflicts, and other engineering aspects, and collect additional photography of existing conditions. For the purposes of estimating the effort for this task, it is assumed that the design team will conduct two (2) site visits using two (2) personnel.

## Anthem to Kohler Crossing Waterline Connection Project

2. Perform Surveying and Easement Research Services
  - See Attached LJA Surveying proposal
3. Perform Geotechnical Investigations
  - See Attached Terracon proposal
4. Utility Identification – contact existing utilities to determine what conflicts are anticipated within the project limits.
5. Collection and review of existing infrastructure data, flow data, and planned development flows.

### **Deliverables**

Survey of Proposed Area

Easement(s) documents for the proposed area

Geotechnical data

### **TASK 3 – PRELIMINARY ENGINEERING**

The Engineer shall review and confirm existing data and develop a Preliminary Engineering Report to summarize and support the development of Plans, Specifications, and Estimate for the construction of Project. The Engineer will:

1. Review all existing as-builts;
2. Collect and review all existing flow data and future development plans;
3. Review the Water System Hydraulic Model relative to pressure plane #3;
4. Prepare and Analyze alignment and/or construction alternatives;
5. Preliminary Engineering Report (PER) consisting of:
  - a. Summarize all results;
  - b. Size and horizontal alignment;
  - c. Brief summary of water alignment options with associated costs for the City's selection;
  - d. Identification of additional ROW/easements required for the project;
  - e. All of the above will be reviewed and approved by the City prior to the PS&E design phase.
  - f. Proposed construction schedule.
  - g. Create Report Exhibits
6. Develop Proposed Schematic Layout (30%)

### **Deliverables**

- Preliminary Engineering Report
- Schematic Layout

### **QA/QC**

The Engineer will perform a QA/QC of all documents prior to the Draft and Final submittals. The Engineer will respond to city comments prior to the Final submittal

### **Milestone Comment Resolution**

Update Preliminary Engineer Report per City of Kyle comments received.

### **Construction Estimates**

- Construction estimate for Anthem to Kohler Crossing Waterline Connection. The estimate will be in Microsoft Excel spreadsheet format, reflect COA, and other recent local Average Unit Bid

## Anthem to Kohler Crossing Waterline Connection Project

items and descriptions. The estimate will contain all major items that will likely be on the project (Current COA unit bid prices, with a reasonable adjustment for inflation to the anticipated bid opening date, will be used in preparation of the estimates).

### **SUBCONSULTANTS**

- LJA Surveying (Survey and Easement Research) – See attached scope
- Terracon Consultant, Inc (Geotechnical) – See attached scope

The compensation for these items of work will be as follows. See Exhibit C for a breakdown of costs.

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Basis of Fee</u></b>
1	Project Management and Communication	Lump Sum
2	Data Collection Review, and Analysis	Lump Sum
3	Preliminary Engineering	Lump Sum
Z99	Reimbursable	Lump Sum

The compensation will be billed on a lump sum basis for all tasks. Any services requested by the Client not included above will be provided on a time and materials basis as requested by Client.

### **NOT INCLUDED IN SCOPE**

The following items are **not** included in this scope:

- Environmental Investigation and Reporting Services
- ROW/Easement Negotiation and/or Acquisition Services
- ROW Metes & Bounds
- PS&E design for Pipeline, Roadway or Drainage Improvements
- Drainage reports or studies

**Exhibit B**

**Owner's Responsibilities for  
Anthem to Kohler Crossing Waterline Connection Project**

The City will perform the following:

- Promptly execute contract documents and amendments as necessary so as not to delay the prosecution of work.
- Promptly review and process all requests for payment.
- Prompt plan review of all interim and milestone deliverables
- Provide any water modeling necessary
- Provide all public involvement and coordination with landowners

Exhibit C: TO#6 Anthem to Kohler Crossing Waterline Connection Project

TASK DESCRIPTION	Principal	Project Manager	Project Engineer	Graduate Engineer	Admin	Total
	220.00 HOURS	175.00 HOURS	150.00 HOURS	145.00 HOURS	65.00 HOURS	HOURS
<b>TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION</b>						
<b>1.1 Project Management Plan</b>						
1.1.1 Prepare Project Management Plan		3.0				3.0
<b>1.2 Invoicing, Contract Document Coordination, Progress Reports</b>						
1.2.1 Project Creation and Task Order Creation	2.0	5.0				7.0
1.2.2 Prepare monthly invoices for all requests for payment		4.0			10.0	14.0
1.2.3 City Coordination		2.0		5.0		7.0
<b>1.3 Management of Subconsultants</b>						
1.3.1 REL (Geotechnical)		4				4.0
1.3.2 LJA Survey		8				8.0
<b>SUB TOTAL HOURS</b>	2.0	26.0	0.0	5.0	10.0	43.0
<b>SUB TOTAL FEE</b>	\$440	\$4,550	\$0	\$725	\$650	\$6,365.0
<b>TASK 2 – DATA COLLECTION AND REVIEW</b>						
<b>2.1 Data Collection, Review, and Analysis</b>						
2.1.1 Site Visit			8.0	8.0		16.0
2.1.2 Perform Geotechnical Investigations and Services (see Terracon Fee)						0.0
2.1.3 Perform Surveying and Easement Research Services (see LJA Surveying Fee)						0.0
2.1.4 Utility Identification to determine what existing utilities are within project area				16.0		16.0
2.1.5 Collect and review existing infrastructure and flow data			4.0	16.0		20.0
<b>SUB TOTAL HOURS</b>	0.0	0.0	12.0	40.0	0.0	52.0
<b>SUB TOTAL FEE</b>	\$0	\$0	\$1,800	\$5,800	\$0	\$7,600.0
<b>TASK 3 – PRELIMINARY ENGINEERING</b>						
<b>3.1 Preliminary Engineering</b>						
3.1.1 Review all As-builts			6.0			6.0
3.1.2 Review the Water System Hydraulic Model relative pressure plane #3			5.0			5.0
3.1.4 Prepare and Analyze alignment and/or construction alternatives			10.0			10.0
3.1.5 Prepare cost estimates for each alternative			5.0	5.0		10.0
3.1.6 Prepare recommendation for alignment and construction of Anthem to Kohler Crossing Waterline Connection			5.0			5.0
3.1.7 Prepare Preliminary Engineering Report (PER)			25.0	35.0		60.0
3.1.8 Exhibits			8.0	16.0		24.0
3.1.9 Schematic Layout (30%)			16.0	80.0		96.0
3.1.10 QA/QC			8.0			8.0
3.1.11 PM Review		18.0				18.0
<b>3.2 Milestone Comment Resolution</b>						
3.2.1 Respond to City PER comments			10.0			10.0
<b>SUB TOTAL HOURS</b>	0.0	18.0	98.0	136.0	0.0	252.0
<b>SUB TOTAL FEE</b>	\$0	\$3,150	\$14,700	\$19,720	\$0	\$37,570.0
<b>TOTAL Project Tasks</b>						
TOTAL HOURS	2.0	44.0	110.0	181.0	10.0	347.0
TOTAL FEE	\$440.00	\$7,700.00	\$16,500.00	\$26,245.00	\$650.00	\$51,535.00
<b>Subconsultants</b>						
LJA Survey (Survey and Easement Research)						\$17,690.00
Terracon (Geotechnical)						\$6,650.00
<b>Project Totals</b>						
LJA ODC						\$464.00
<b>PROJECT TOTAL</b>						<b>\$76,339.00</b>

<b>LJA'S OVERHEAD DIRECT COSTS</b>			
<b>DIRECT REIMBURSABLE EXPENSES</b>	<b>Rate</b>	<b>Quantity</b>	<b>Cost</b>
Lodging/Hotel	\$85.00		\$0.00
Meals	\$25.00		\$0.00
Mileage	\$0.575	320	\$184.00
Rental Car	\$45.00		\$0.00
Standard Postage	\$0.42		\$0.00
Overnight Mail - letter size	\$16.00		\$0.00
Overnight Mail - oversized box	\$30.00		\$0.00
Courier Services (Deliveries)	\$30.00	4	\$120.00
CADD Plotting (per SQ/FT)	\$1.50		\$0.00
Photocopies B/W (8.5 X 11)	\$0.10	600	\$60.00
Photocopies B/W (11 X 17)	\$0.15		\$0.00
Photocopies Color (8 X 10)	\$0.75		\$0.00
Photocopies Color (11 X 17)	\$1.00	100	\$100.00
Blue/Blackline Prints (11" X 17")	\$0.20		\$0.00
Blue/Blackline Prints (22" X 34")	\$0.50		\$0.00
Plots (B/W on Bond)	\$0.25		\$0.00
Plots (Color on Bond)	\$2.00		\$0.00
Plots (Color on Photographic Paper)	\$5.50		\$0.00
Mylar (11" X 17")	\$3.00		\$0.00
Traffic Control for Subs	\$2,000.00		\$0.00
CD Archive	\$1.50		\$0.00
TCEQ Sewage Collection System Filing Fee	\$650.00		\$0.00
TDLR Registration and Inspection	\$1,450.00		\$0.00
City of Austin Permitting (DSD and QMD)	\$1,523.20		\$0.00
<b>TOTAL DIRECT COSTS</b>			<b>\$464.00</b>

## SURVEYING BUDGET & WORK REQUEST

LJA Engineering, Inc.

<b>Project Name:</b> City of Kyle -Uptown WL	<b>LJA Surv Job No.</b>
<b>LJA Eng Proj Mgr:</b> Stuart Cowell, .PE.	<b>LJA Eng Job No.</b>
<b>LJA Surv Proj Mgr:</b> Gordon Anderson	<b>LJA Eng Client:</b>

### **Description of WORK Requested:**

Task 1 - RPLS/Project Management, Right of Entry letters and notification (3 property owners)  
\$540.00

Task 2 - Control (Set 4, 5/8" with Cap) provide map sheets for control monuments.  
\$1,395.00

Task 3 .00 - Design Survey, 100 foot interval cross-sections and features (drainage, visible utilities) and Trees (6" > hardwoods)  
\$10,790.00

Task 4 - Boundary corner ties, Boundary and Easement Research, Analysis and Mapping (3 private ownership, 2 public school parcels) Prepare Property Line CADD file deliverables.  
\$3,880.00

Task 5 - QA/QC, Field Check Review and Delivery  
\$1,355.00

LJA Survey, all tasks Grand total = \$17,690.00

### **OUTPUT Requested:** (double click boxes below and select checked to check mark them)

<input checked="" type="checkbox"/> ASCII File	<input checked="" type="checkbox"/> 2d Design File	<input checked="" type="checkbox"/> 3d Design File	<input type="checkbox"/> Exhibit
<input checked="" type="checkbox"/> Point Dump	<input checked="" type="checkbox"/> Show Elevations	<input checked="" type="checkbox"/> Contours	<input checked="" type="checkbox"/> Survey
<input checked="" type="checkbox"/> Copy of Field Notes	<input type="checkbox"/> Legal Description	<input type="checkbox"/> Earthwork Quantity	<input type="checkbox"/> R.O.W. Map
<input type="checkbox"/> Coordinate With Project Designer:			
<input type="checkbox"/> Additional Instruction:			
<input type="checkbox"/> Directory/Seed File:			

<b>Proposal Amount:</b>	<b>Proposal Date:</b> 03/19/2020
<input checked="" type="checkbox"/> <b>Lump Sum</b> \$17,690.00	<b>Proposal Provided By:</b> Gordon Anderson
<input type="checkbox"/> <b>Hourly</b>	<b>Proposal Approved By:</b>
<input type="checkbox"/> <b>Other</b>	<b>Approval Date:</b>

**LJA Surv Phase #:** 200

**Phase Name:** Control, Tree, CADD and Design Survey

March 4, 2020



LJA Engineering, Inc.  
2700 La Frontera Blvd., Suite 150  
Round Rock, Texas 78681

Attn: Mr. Stuart Cowell  
P: (512) 439-4717  
E: scowell@lja.com

Re: Proposal for Geotechnical Engineering Services  
City of Kyle – Uptown WL Alignment  
Jack C. Hays Trail  
Kyle, Texas  
Terracon Proposal No. P96205081

Dear Mr. Cowell:

We appreciate the opportunity to submit this proposal to LJA Engineering, Inc. (LJA) to provide Geotechnical Engineering services for the above referenced publicly-funded project. The following are exhibits to the attached Task Order.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the scope of services described in this proposal is \$6,650, with an anticipated report delivery date of up to 6 weeks after signed authorization. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Task Order to our office. The Task Order refers to the previously signed Master Services Agreement between Terracon and LJA Engineering, Inc. dated March 5, 2018.

Sincerely,

**Terracon Consultants, Inc.**

  
Larson M. Snyder, P.E.  
Senior Staff Geotechnical Engineer

  
Bryan S. Moulin, P.E.  
Senior Principal, Geotechnical Department Manager

Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Suite 160 Austin, TX 78735  
Registration No. F-3272 P (512) 442 1122 F (512) 442 1181 terracon.com

## MASTER SERVICES AGREEMENT

### TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 03/05/2018 between LJA Engineering, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Kyle - Uptown WL Alignment project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 03/03/2020 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

#### 1. Project Information

See Terracon Proposal No. P96205081

#### 2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

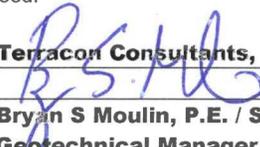
See Terracon Proposal No. P96205081

#### 3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See Terracon Proposal No. P96205081

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **3/4/2020**  
Name/Title: **Bryan S. Moulin, P.E. / Senior Principal,  
Geotechnical Manager**  
Address: **5307 Industrial Oaks Blvd Ste 160  
Austin, TX 78735-8821**  
Phone: **(512) 442-1122** Fax: **(512) 442-1181**  
Email: **Bryan.Moulin@terracon.com**

Client: **LJA Engineering, Inc.**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Stuart Cowell / Project Engineer**  
Address: **2700 La Frontera Blvd., Suite 150  
Round Rock, TX 78681**  
Phone: **(512) 439-4717** Fax: \_\_\_\_\_  
Email: **scowell@lja.com**

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by LJA and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The proposed waterline alignment begins on the east side of Jack C. Hays Trail just north of the Jack C. Hays Trail and Kohlers Crossing intersection in Kyle, Texas. The waterline alignment will cross under Jack C. Hays Trail and run along the southwestern perimeter of Hays High School before heading west towards undeveloped tracts of land.
<b>Existing Improvements</b>	The area in the vicinity of the proposed alignment appears to be relatively undeveloped, with the exception of the intersection with Jack C. Hays Trail and the associated pavement sections and improvements at Hays High School.
<b>Current Ground Cover</b>	Grass, scattered to dense trees, asphalt, and limestone base.
<b>Existing Topography</b>	Unknown at this time. (Please provide a topographic survey, if available)
<b>Site Access</b>	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development and geologic maps indicates subsurface conditions consist of surficial clays and sands overlying Austin Group limestone.

### Planned Construction

Item	Description
<b>Information Provided</b>	The project information and proposed alignment were provided via e-mail on February 28, 2020 from Mr. Stuart Cowell of LJA.
<b>Proposed Structure</b>	The project includes the construction of an approximately 5,000 linear feet of water line. (Proposed diameter of water line unknown).
<b>Grading/Slopes</b>	Up to 10 feet of cut be required to develop final grade. Assumed to be no steeper than 3H:1V (Horizontal to Vertical).

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following:

Planned Location	Number of Borings	Planned Boring Depth (feet) <sup>1</sup>
Waterline Alignment	3	15
	3	10
TOTAL	6	Maximum Footage of 75 feet

1. Below ground surface.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or Google Earth.

**Subsurface Exploration Procedures:** We will advance soil borings with a truck-mounted drill rig using continuous flight augers. Four to five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter (unless bedrock is encountered). Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard test method for standard penetration test (SPT) and split-barrel sampling of soils (ASTM D1586/D1586M-18). Bedrock is sampled with either split-barrel-sampling spoons or continuously cored using NX wireline rock coring equipment. When sufficient bedrock is sampled, the borings are shallowed at the geotechnical engineer's discretion. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We will backfill borings with auger cuttings and/or bentonite upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## **Safety**

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas 811 (aka One-Call). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

## **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

## **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

## Proposal for Geotechnical Engineering Services

City of Kyle – Uptown WL Alignment ■ Kyle, Texas

March 4, 2020 ■ Terracon Proposal No. P96205081



When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Discussion of open trench excavation methods and OSHA guidelines
- Backfill material and compaction recommendations for open trench excavations
- Lateral earth pressure recommendations for below-grade construction
- Drainage/Groundwater control considerations for below-grade construction

### Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above **do not** include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Proposal for Geotechnical Engineering Services**

City of Kyle – Uptown WL Alignment ■ Kyle, Texas

March 4, 2020 ■ Terracon Proposal No. P96205081



**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$6,650

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service <sup>1</sup>	\$1,250	
Plans and Specifications Review	\$750	
Construction Materials Testing Services	TBD	
Reliance Agreement for Third Parties	\$250 per Entity	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm to utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated drilling outside normal business hours (07:00 AM through 06:00 PM on weekdays), site clearing, wet ground conditions, the use of ATV or track-mounted drilling equipment, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

## Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<b>GeoReport® Delivery</b>	<b>Total Duration from Notice to Proceed <sup>1, 2</sup></b>
Project Planning	3 days
Site Characterization	3 to 4 weeks
Geotechnical Engineering	5½ to 6 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**EXHIBIT D – SITE LOCATION**

City of Kyle – Uptown WL Alignment ■ Kyle, Texas  
March 4, 2020 ■ Terracon Proposal No. P96205081

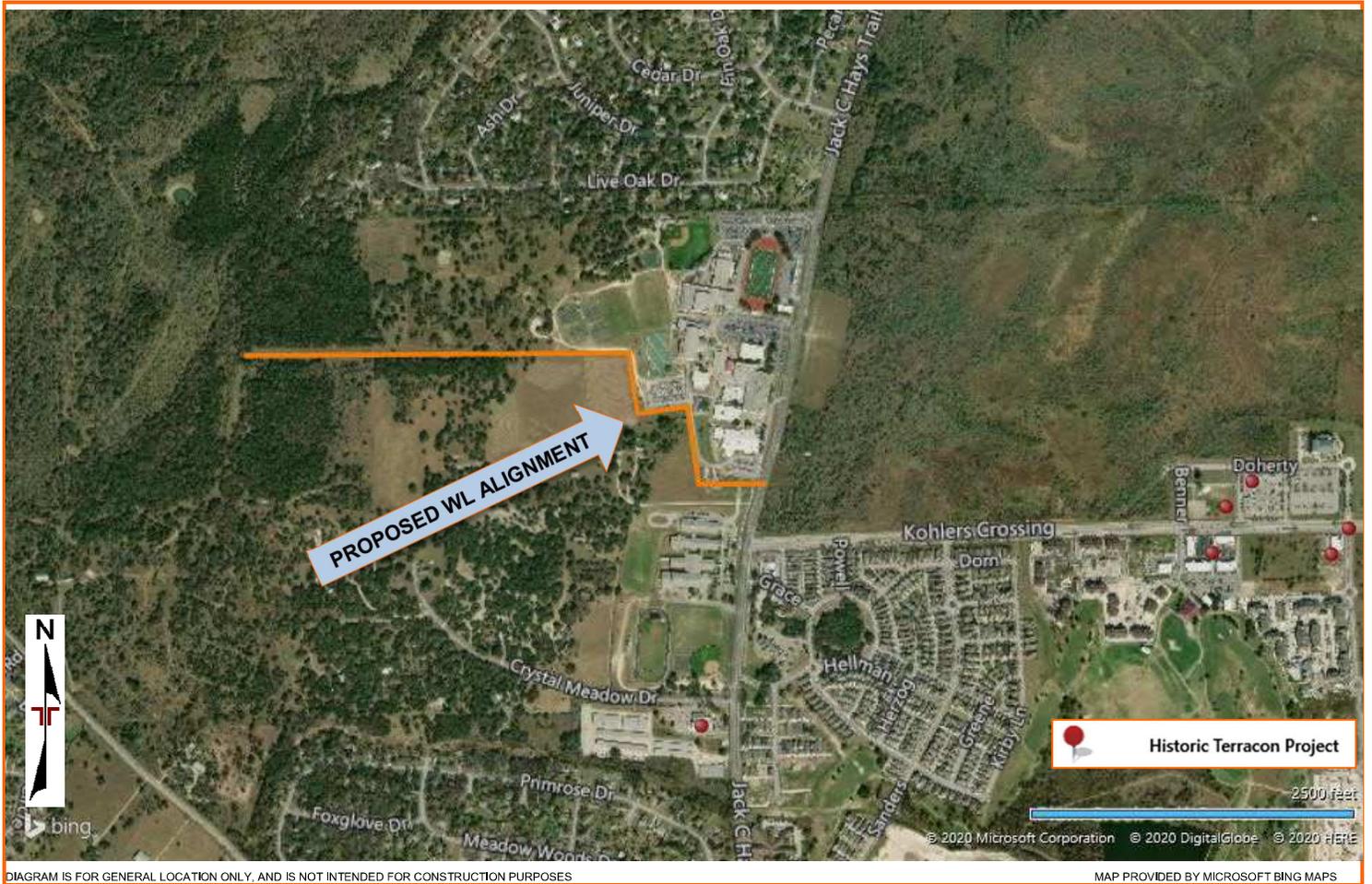


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**EXHIBIT E – ANTICIPATED EXPLORATION PLAN**

City of Kyle – Uptown WL Alignment ■ Kyle, Texas  
March 4, 2020 ■ Terracon Proposal No. P96205081





Approximate Anthem Tie-in Point

Approximate City Tie-in Point

2020  
HERE  
200 ft



# CITY OF KYLE, TEXAS

## Plum Creek Uptown Phase 1A - Final Plat (SUB-19-0098)

**Meeting Date: 8/4/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Approve Plum Creek Uptown Phase 1A - Final Plat (SUB-19-0098) 14.667 acres; 5 lots for properties located east of FM 2770 and west of 1626, along existing Doherty Street to the south and the future extension of Burnham, Jack Ryan and Everett. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to approve the final plat.*

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

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### ATTACHMENTS:

#### **Description**

- Final Plat

**FINAL PLAT**  
**PLUM CREEK UPTOWN PHASE 1A**  
 CITY OF KYLE, HAYS COUNTY, TEXAS

STATE OF TEXAS  
 COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, UPTOWN AT PLUM CREEK PHASE IA, LLC A TEXAS LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1711 EAST CESAR CHAVEZ, SUITE B, AUSTIN, TEXAS 78702, BEING THE OWNER OF 14.667 ACRES OF LAND WITHIN THIS SUBDIVISION; BEING ALL OF THAT CERTAIN 12.650 ACRE TRACT DESCRIBED AS TRACT 1 IN A SPECIAL WARRANTY DEED TO UPTOWN AT PLUM CREEK PHASE IA, LLC, OF RECORD IN DOCUMENT NO. 20020919, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND ALL OF THAT CERTAIN TRACT DESCRIBED AS 2.017 ACRES IN A SPECIAL WARRANTY DEED TO UPTOWN AT PLUM CREEK PHASE IA, LLC, OF RECORD IN DOCUMENT NO. 19042000, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

DO HEREBY SUBDIVIDE SAID 14.667 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **PLUM CREEK UPTOWN PHASE 1A** TO THE CITY OF KYLE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT OF WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WHEREOF THE SAID UPTOWN AT PLUM CREEK PHASE IA, LLC A TEXAS LIMITED LIABILITY COMPANY, OWNER, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS MANAGING MEMBER, MG-CARDINAL UPTOWN AT PLUM CREEK, LLC A TEXAS LIMITED LIABILITY COMPANY,

UPTOWN AT PLUM CREEK PHASE IA, LLC  
 A TEXAS LIMITED LIABILITY COMPANY

BY: MG-CARDINAL UPTOWN AT PLUM CREEK, LLC  
 A TEXAS LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: \_\_\_\_\_, A MEMBER/MANAGER

ITS: \_\_\_\_\_

STATE OF TEXAS  
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED \_\_\_\_\_ OF MG-CARDINAL UPTOWN AT PLUM CREEK, LLC, A TEXAS LIMITED LIABILITY COMPANY, MANAGING MEMBER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

**BEARING BASIS:**

THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011). THE COORDINATES SHOWN HEREON ARE GRID.

**FLOODPLAIN NOTE:**

THIS TRACT IS LOCATED WITHIN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON COMMUNITY-PANEL MAP NUMBER 48209C0270F, WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2005. THERE MAY BE ADDITIONAL INFORMATION (LETTER OF MAP REVISIONS, LETTER OF MAP AMENDMENTS, OR LETTER OF MAP CHANGES) NOT PROVIDED TO, NOR RESEARCHED BY THE UNDERSIGNED SURVEYOR, THAT COULD AFFECT THE SUBJECT PROPERTY. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**SURVEYOR'S CERTIFICATION:**

I, COLEEN M. JOHNSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH ORDINANCE #439, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Coleen M. Johnson*  
 \_\_\_\_\_  
 COLEEN M. JOHNSON  
 TEXAS REGISTRATION NO. 4871  
 WGI, INC.  
 2021 EAST 5TH STREET, SUITE 200  
 AUSTIN, TEXAS 78702  
 TBPELS SURVEY FIRM NO. 10194509  
 Phone No. 512.669.5360



**ENGINEER'S CERTIFICATION:**

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

*George B. Harrington*  
 \_\_\_\_\_  
 GEORGE B. HARRINGTON, P.E.  
 TEXAS REGISTRATION NO. 114304  
 WGI, INC.  
 2021 EAST 5TH STREET, SUITE 200  
 AUSTIN, TEXAS 78702  
 512.669.5560

20 July 2020  
 \_\_\_\_\_  
 DATE



**NOTES:**

1. THE TOTAL AREA OF PUBLIC STREET RIGHT-OF-WAY TO BE DEDICATED IN THIS SUBDIVISION IS 2.042 ACRES.
2. TOTAL ACREAGE: 14.667 ACRES
3. TOTAL NUMBER OF LOTS: 5
4. THIS PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. MASTER PLAN & CITY OF KYLE ORDINANCES 308 AND 311.
5. NO OBJECT INCLUDING BUILDINGS, ACCESSORY BUILDING, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERRECTED WITHIN DRAINAGE EASEMENTS.
6. OFFSITE WATER AND WASTEWATER LINES MUST BE CONSTRUCTED AND ACCEPTED BY CITY PRIOR TO OCCUPANCY OF ANY BUILDING(S) ON THIS PROPERTY.
7. SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.
8. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF BENNER, JACK RYAN AND BURNHAM. THOSE SIDEWALKS NOT ADJUTING 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. (ORD. # 439, ARTICLE V, SEC. 10; KYLE CODE)

**PUBLIC UTILITY INFORMATION:**

THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

**WATER:**  
 CITY OF KYLE  
 100 W. CENTER STREET  
 KYLE, TEXAS 78640

**ELECTRIC:**  
 PEDERNALES ELECTRIC COOP.  
 1810 F.M. 150 WEST  
 KYLE, TEXAS 78640

**WASTEWATER:**  
 CITY OF KYLE  
 326 CHEATHAM STREET  
 KYLE, TEXAS 78640

**GAS:**  
 RELIANT ENERGY  
 326 CHEATHAM STREET  
 SAN MARCOS, TEXAS 78666

**TELEPHONE:**  
 VERIZON  
 6601 F.M. 3237  
 WIMBERLEY, TEXAS 78738

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

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

REVIEWED BY:

LEON BARBA, CITY ENGINEER

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS

THIS PLAT (PLUM CREEK UPTOWN, PHASE 1A) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

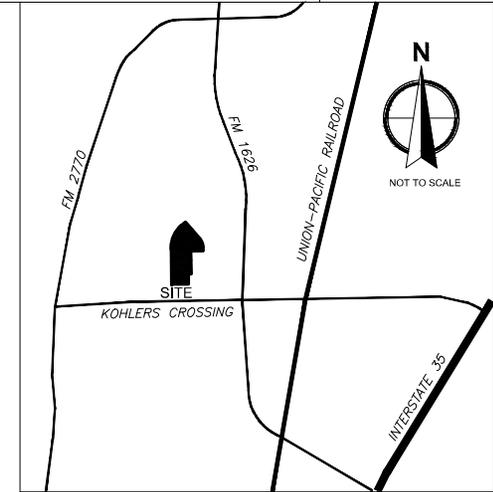
BY: \_\_\_\_\_  
 ATTEST:

SECRETARY



2021 EAST 5TH STREET, SUITE 200, AUSTIN, TX 78702  
 Phone No. 512.669.5560 www.wginc.com  
 TBPELS Survey Firm # 10194509 TBPELS Eng. Firm # F-15085

DATE:	07-20-2020
PROJECT:	30194242.00
SCALE:	1" = 100'
CHECK/QC:	CMJ
TECH:	RA
FIELD CREW:	JA
SURVEY DATE:	10-2019
SHEET:	1 OF 2



**LOCATION MAP**  
 PROJECT LOCATED IN  
 CITY OF KYLE, HAYS COUNTY, TEXAS

BY: OWNERS: UPTOWN AT PLUM CREEK PHASE 1A, LTD.  
 ADDRESS: 1711 EAST CESAR CHAVEZ, SUITE B  
 AUSTIN, TEXAS 78702

PHONE: (512) 391-1289 FAX: \_\_\_\_\_

ACREAGE: 14.667  
 SURVEY: M. M. McCARVER, SURVEY NO. 4, ABST. NO. 10  
 NUMBER OF LOTS AND PROPOSED USE (IF MORE THAN ONE USE IS PLANNED FOR THE LOTS, PROVIDE LAND USE SUMMARY SHOWING # OF LOTS ARE PLANNED FOR EACH USE): 5 LOTS - MULTI-FAMILY RESIDENTIAL

DATE: JULY 20, 2020

SURVEYOR: COLEEN JOHNSON, R.P.L.S.

PHONE: 512-669-5560 FAX: \_\_\_\_\_

ENGINEER: GEORGE B. HARRINGTON, P.E.

PHONE: 512-669-5560 FAX: \_\_\_\_\_

STATE OF TEXAS  
 COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

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

OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 A.D., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT # \_\_\_\_\_ WITH MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 A.D. FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

# FINAL PLAT PLUM CREEK UPTOWN PHASE 1A CITY OF KYLE, HAYS COUNTY, TEXAS

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°44'59"W	60.00'
L3	N00°44'59"W	16.24'
L4	S01°11'10"E	75.00'



2021 EAST 5TH STREET, SUITE 200, AUSTIN, TX 78702  
Phone No. 512.669.5560 www.wginc.com  
TBPELS Survey Firm # 10194509 TBPELS Eng. Firm # F-15085

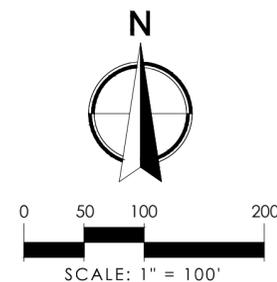
DATE:	7-20-2020
PROJECT:	30194242.00
SCALE:	1" = 100'
CHECK/QC:	CMJ
TECH:	RA
FIELD CREW:	JA
SURVEY DATE:	10-2019
SHEET:	2 OF 2

**SYMBOLS LEGEND:**

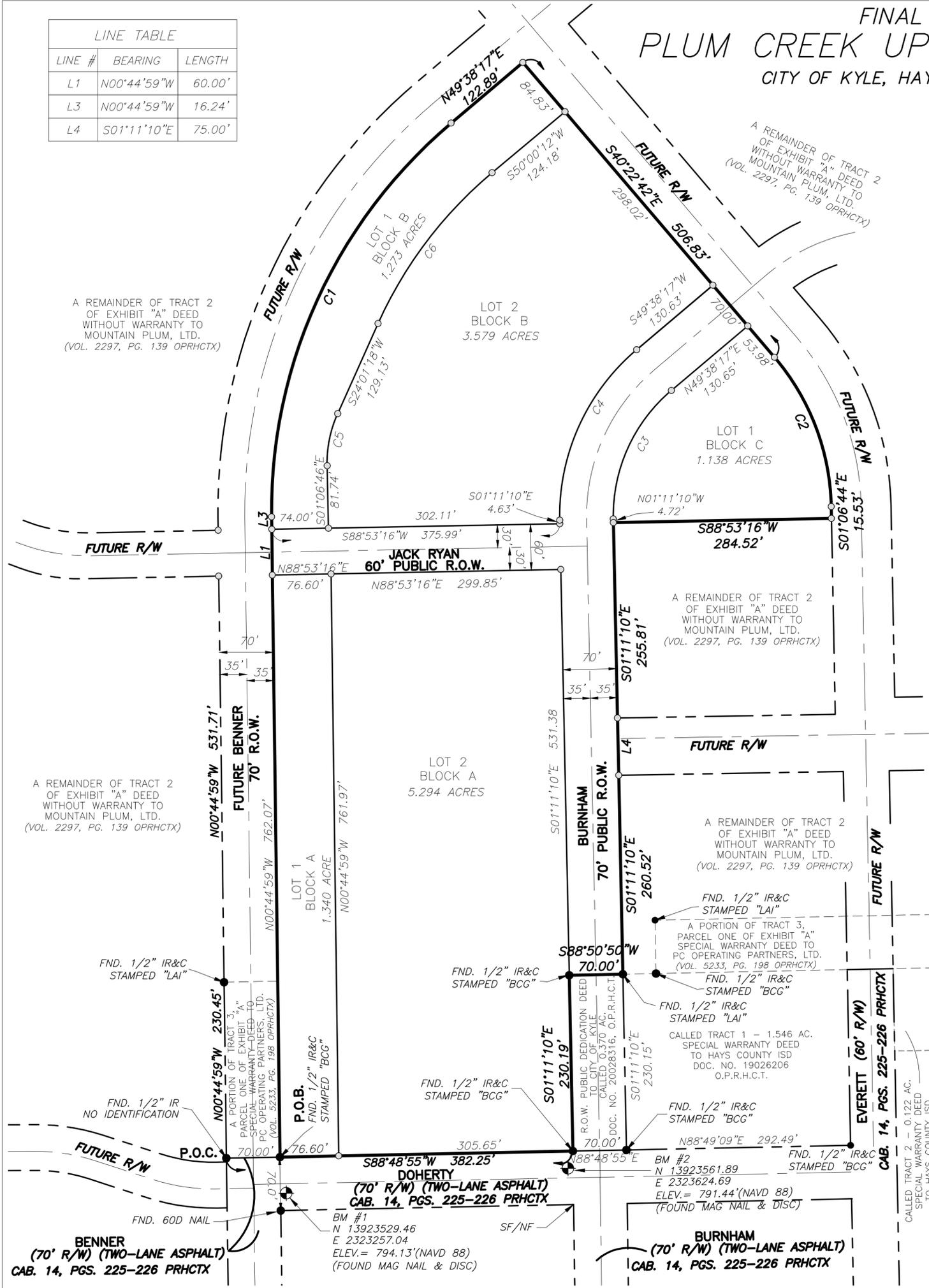
- FOUND 1/2" IRON ROD (AS NOTED)
- SET 5/8" IRON ROD AND CAP STAMPED "WGI 10194509" UNLESS NOTED
- ⊕ BENCHMARK

**ABBREVIATIONS LEGEND:**

- BM BENCHMARK
- CAB. CABINET
- E EASTING
- ELEV. ELEVATION
- IR IRON ROD
- IR&C IRON ROD AND CAP
- N NORTHING
- OPRHCTX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PRHCTX PLAT RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- RPLS REGISTERED PROFESSIONAL LAND SURVEYOR
- R/W RIGHT-OF-WAY
- SF/NF SEARCHED FOR/NOT FOUND
- VOL. VOLUME
- WGI WANTMAN GROUP INC.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	584.82'	665.00'	50°23'16"	N24°26'39"E	566.16'
C2	213.14'	311.00'	39°15'58"	S20°44'43"E	208.99'
C3	190.72'	215.00'	50°49'27"	N24°13'34"E	184.52'
C4	252.81'	285.00'	50°49'27"	S24°13'34"W	244.60'
C5	70.19'	160.00'	25°08'04"	N11°27'16"E	69.63'
C6	249.41'	550.00'	25°58'54"	N37°00'45"E	247.27'



**LEGAL DESCRIPTION**

BEING 14.667 ACRES OF LAND OUT OF AND A PART OF THE M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 12.650 TRACT DESCRIBED AS TRACT NO. 1 IN A SPECIAL WARRANTY DEED TO UPTOWN AT PLUM CREEK PHASE 1A, LLC OF RECORD IN DOCUMENT NO. 20020919, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); AND ALL OF THAT CERTAIN 2.017 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO UPTOWN AT PLUM CREEK PHASE 1A, LLC, OF RECORD IN DOCUMENT NO. 19042000, O.P.R.H.C.T.; SAID 14.667 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING FOR REFERENCE** at a 1/2-inch iron rod found at the intersection of the west right-of-way line of Benner, a public right-of-way (ROW), and the north right-of-way line of Doherty, a public ROW, both dedicated by Plum Creek Phase II, Section 1A, a subdivision of record in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, same being the for the southwesterly corner of the tract described herein;

**THENCE**, with the north right-of-way line of said Doherty, same being the south line of said 5.002 acre tract, North 88°48'55" East, a distance of 70.00 feet to a 1/2-inch iron rod found with a cap stamped "BCG" at the southwest corner of said 2.017 acre tract, for the southwest corner and POINT OF BEGINNING of the tract described herein;

**THENCE**, with the west line of the tract described herein, in part with the west line of said 2.017 acre tract, and in part with the west line of said 12.650 acre tract, North 00°44'59" West, a distance of 762.07 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" in the south line of proposed Avenue A;

**THENCE**, continuing with the west line of the tract described herein, continuing with the west line of said 12.650 acre tract, the following four (4) courses and distances:

1. North 00°44'59" West, over and across said proposed Avenue A, a distance of 60.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
2. North 00°44'59" West, a distance of 16.24 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the beginning of a curve to the right;
3. 584.82 feet along the arc of said curve, with a radius of 665.00 feet, a central angle of 50°23'16", and whose chord bears, North 24°26'39" East, a distance of 566.16 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
4. North 49°38'17" East, a distance of 122.89 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for the most northerly corner of said 12.650 acre tract and the tract described herein;

**THENCE**, with the east line of the tract described herein, same being the east line of said 12.650 acre tract, the following nine (9) courses and distances:

1. South 40°22'42" East, a distance of 382.85 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
2. South 40°22'42" East, a distance of 70.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
3. South 40°22'42" East, a distance of 53.98 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the beginning of a curve to the right;
4. 213.14 feet along the arc of said curve, with a radius of 311.00 feet, a central angle of 39°15'58", and whose chord bears, South 20°44'43" East, a distance of 208.99 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
5. South 01°11'10" East, a distance of 15.53 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for an ell corner of the tract described herein;
6. South 88°53'16" West, a distance of 284.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for an ell corner of the tract described herein;
7. South 01°11'10" East, a distance of 255.81 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
8. South 01°11'10" East, a distance of 75.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
9. South 01°11'10" East, a distance of 260.52 feet to a 1/2-inch iron rod found with cap stamped "LAI" at the southeasterly corner of said 12.650 acre tract, same being the northeast corner of that certain 0.370 acre tract described in a Right-of-Way Dedication Deed to the City of Kyle, Texas, of record in Document No. 20028316, O.P.R.H.C.T., same being the northwest corner of that certain 1.546 acre tract called Tract 1 in a Special Warranty Deed to Hays County ISD, of record in Document No. 19026206, O.P.R.H.C.T.;

**THENCE**, continuing with the east line of the tract described herein, with the north right-of-way line of said 0.370 acre tract, South 88°50'50" West, a distance of 70.00 feet to a 1/2-inch iron rod found with cap stamped "BCG", for the northwest corner of said 0.370 acre right-of-way dedication;

**THENCE**, continuing with the east line of the tract described herein, with the west right-of-way line of said 0.370 acre tract, South 01°11'10" East, a distance of 230.19 feet to a 1/2-inch iron rod found with cap stamped "BCG" in the north right-of-way line of said Doherty, for the southwest corner of said 0.370 acre right-of-way dedication; for the southeast corner of the tract described herein;

**THENCE**, with the south line of the tract described herein, with said north right-of-way line of Doherty, South 88°48'55" West, a distance of 382.25 feet to the POINT OF BEGINNING and containing 14.667 acres of land within these metes and bounds.

Drawing Name: P:\Projects\Plum Creek Development\Partners\30194242.00 - Plum Creek Phase 1A\05-Geospatial\04 - Drawings\424200\_Plat.dwg User: Coleen.Johnson Jul 20, 2020 - 10:32am



# CITY OF KYLE, TEXAS

## Uptown at Plum Creek- Site Plan (SD-20-0060)

**Meeting Date: 8/4/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Approve Uptown at Plum Creek - Site Plan (SD-20-0060) 12.62 acres; 3 lots of a multi-family complex with amenities and a mixed-use component consisting of Retail and Restaurant for property located east of FM 2770 and west of 1626, along existing Doherty Street to the south and the future extension of Burnham, Jack Ryan and Everett.~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 7-0 to approve the site plan.*

**Other Information:** See attached.

**Legal Notes:** N/A

**Budget Information:** N/A

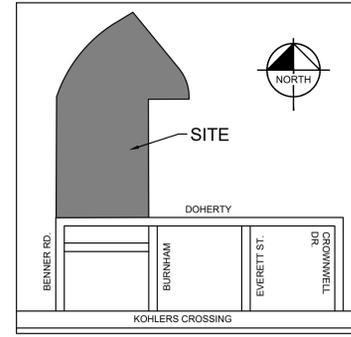
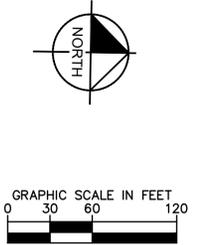
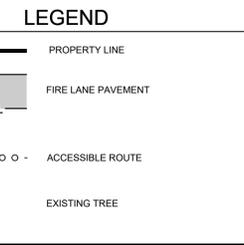
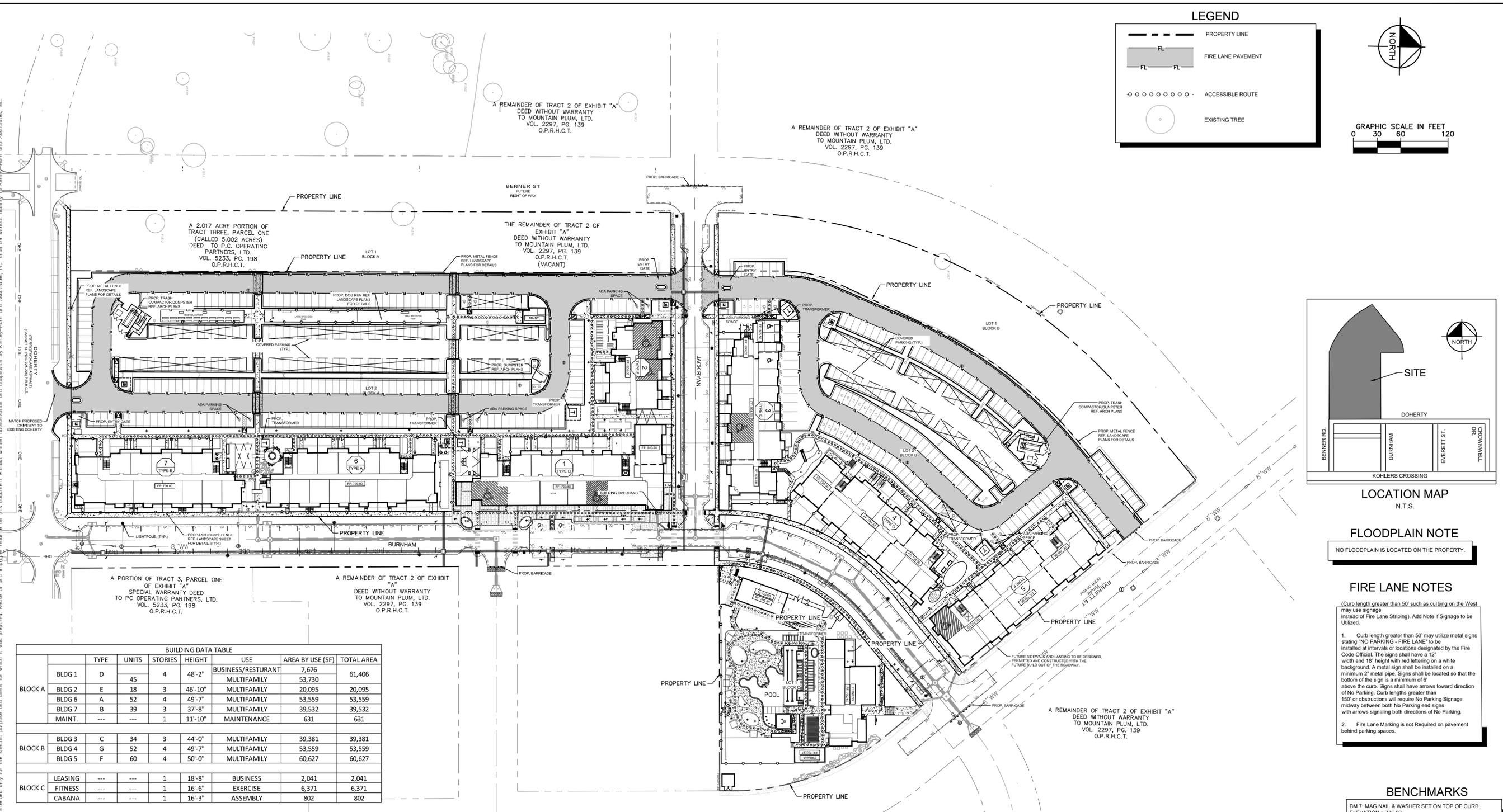
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### ATTACHMENTS:

#### **Description**

- Site Plan
- Landscape Plan

Plotted By: Leo, Michael Date: May 27, 2020 02:59:09pm File Path: K:\SAU\Civil\06276700\_Momark\_Uptown Plum\_Creek\_Cad\PlanSheets\7\_OVERALL\_SITE\_PLAN.dwg  
 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, as intended only for the specific purpose and client for which it was prepared. Reuse of and/or modification of any part of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LOCATION MAP  
N.T.S.

FLOODPLAIN NOTE

NO FLOODPLAIN IS LOCATED ON THE PROPERTY.

FIRE LANE NOTES

(Curb length greater than 50' such as curbing on the West may use signage instead of Fire Lane Striping). Add Note if Signage to be Utilized.

- Curb length greater than 50' may utilize metal signs stating "NO PARKING - FIRE LANE" to be installed at intervals or locations designated by the Fire Code Official. The signs shall have a 12" width and 18" height with red lettering on a white background. A metal sign shall be installed on a minimum 2" metal pipe. Signs shall be located so that the bottom of the sign is a minimum of 6" above the curb. Signs shall have arrows toward direction of No Parking. Curb lengths greater than 150' or obstructions will require No Parking Signage midway between both No Parking end signs with arrows signaling both directions of No Parking.
- Fire Lane Marking is not Required on pavement behind parking spaces.

BENCHMARKS

BM 7: MAG NAIL & WASHER SET ON TOP OF CURB ELEVATION = 775.66'  
 BM 8: MAG NAIL & WASHER SET ON TOP OF CURB ELEVATION = 773.29'  
 BM 6484: MAG NAIL & WASHER SET ON TOP OF CURB ELEVATION = 785.48'  
 BM 6485: MAG NAIL & WASHER SET ON TOP OF CURB ELEVATION = 791.40'  
 BM 6486: MAG NAIL & WASHER SET ON TOP OF CURB ELEVATION = 794.13'  
 DATUM - NAVD88 (GEOID99)



Know what's below.  
Call before you dig.



BUILDING DATA TABLE								
	TYPE	UNITS	STORIES	HEIGHT	USE	AREA BY USE (SF)	TOTAL AREA	
BLOCK A	BLDG 1	D	45	4	48'-2"	BUSINESS/RESTURANT	7,676	61,406
	BLDG 2	E	18	3	46'-10"	MULTIFAMILY	53,730	20,095
	BLDG 6	A	52	4	49'-7"	MULTIFAMILY	53,559	53,559
	BLDG 7	B	39	3	37'-8"	MULTIFAMILY	39,532	39,532
	MAINT.	---	---	1	11'-10"	MAINTENANCE	631	631
BLOCK B	BLDG 3	C	34	3	44'-0"	MULTIFAMILY	39,381	39,381
	BLDG 4	G	52	4	49'-7"	MULTIFAMILY	53,559	53,559
	BLDG 5	F	60	4	50'-0"	MULTIFAMILY	60,627	60,627
BLOCK C	LEASING	---	---	1	18'-8"	BUSINESS	2,041	2,041
	FITNESS	---	---	1	16'-6"	EXERCISE	6,371	6,371
	CABANA	---	---	1	16'-3"	ASSEMBLY	802	802

Unit Tabulation							
Block A							
	Type A/G	Type B	Type C	Type D	Type E	Type F	TOTAL
1 BR/EFF	40	30	-	28	12	-	110
2 BR	12	9	-	14	3	-	38
3 BR	0	0	-	3	3	-	6
							154
Block B							
	Type A/G	Type B	Type C	Type D	Type E	Type F	TOTAL
1 BR/EFF	40	-	15	-	-	40	95
2 BR	12	-	19	-	-	20	51
3 BR	0	-	0	-	-	0	0
							146
<b>TOTAL</b>							<b>300</b>

SITE ACERAGE TABLE				SITE IMPERVIOUS COVER TABLE		
ACRES	BLOCK A	BLOCK B	BLOCK C	TOTAL	ACRES	%
6.63	4.85	1.14	12.62	3.86	58%	
UNITS	154	146	300	2.72	56%	
UNITS/AC	23.23	30.10	23.77	0.55	48%	
					7.13	56%

Required Parking - Block A			
	Ratio	Units	Required Parking
1 BR	1.5	110	165
2 BR	2	35	70
3 BR	2.5	9	23
Retail	3.5/1000 SF	1940	7
Rest.	1/100 SF	2486	25
			154
			289

Required Parking - Block B			
	Ratio	Units	Required Parking
1 BR	1.5	95	143
2 BR	2	51	102
3 BR	2.5	0	0
			146
			245

Provided Parking Block A			Diff
Surface	307	-	-
Street	50	-	-
Garage	0	-	-
		357	68

\*106 Surface parking spaces to be covered

Provided Parking Block B			Diff
Surface	194	-	-
Street	40	-	-
Garage	12	-	-
		246	1

\*57 Surface parking spaces to be covered

DISTRICT TYPE	SETBACK (FT)			MAXIMUM BUILDING HEIGHT (FT)	MINIMUM LOT SIZE (SF)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MAXIMUM DWELLINGS UNITS PER ACRE (EA)	MAXIMUM FLOOR AREA (SF)
	FRONT	SIDE	REAR						
R-3	15	15	10	60	6,000	50	-	36	-
NC	15	5*	10**	50***	5,000	50	100	-	-
C	NONE	NONE	NONE	3.5 STORIES OR 50	4,000	35	100	-	1.5 FAR OF THE LOT AREA
MXD	NONE	NONE	NONE	65****	4,000	35	100	-	1.5 FAR OF THE LOT AREA

\*FIVE FEET EXCEPT WHEN A SIDE LOT LINE IS ABUTTING A RESIDENTIAL LOT AND THEN THE SIDE AYRD SHALL BE A MINIMUM OF TEN FEET. THE REQUIRED SIDE YARD SHALL BE INCREASED BY ONE-HALF FOOT FOR EACH FOOT BY WHICH THE BUILDING HEIGHT EXCEEDS 20 FEET, WHEN THE BUILDING ABUTS A RESIDENTIAL LOT

\*\*10 FEET, EXCEPT WHEN A REAR LOT LINE IS ABUTTING A RESIDENTIAL LOT AND THEN THE REAR YARD SHALL BE A MINIMUM OF 15 FEET

\*\*\* NO BUILDING OR STRUCTURE SHALL BE ERRECTED, ENLARGE OR STRUCTURALLY ALTERED TO EXCEED 50 FEET IN HEIGHT. A 25 MINIMUM FOOT COMPATIBILITY SETBACK SHALL BE REQUIRED ADJACENT TO A "R-2 DEVELOPMENT WITHIN THE NEIGHBORHOOD COMMERCIAL (NC) SITE WHICH LIMITS MAXIMUM BUILDING HEIGHT TO 35 FEET. ANY DEVELOPMENT OVER THREE STORIES SHALL INSTALL AN ELEVATOR TO PROVIDED SERVICE TO STORIES ABOVE THREE STORIES.

\*\*\*\* NO BUILDING OR STRUCTURE SHALL BE ERRECTED, ENLARGE OR STRUCTURALLY ALTERED TO EXCEED 65 FEET IN HEIGHT. A 25 MINIMUM FOOT COMPATIBILITY SETBACK SHALL BE REQUIRED ADJACENT TO A "R-2 DEVELOPMENT WITHIN THE NEIGHBORHOOD COMMERCIAL (NC) SITE WHICH LIMITS MAXIMUM BUILDING HEIGHT TO THREE AND ONE-HALF STORIES OR 50 FEET. ANY DEVELOPMENT OVER THREE STORIES SHALL INSTALL AN ELEVATOR TO PROVIDED SERVICE TO STORIES ABOVE THREE STORIES.

No.	REVISIONS	DATE	BY

**Kimley»Horn**  
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 TYPE Firm No. 928

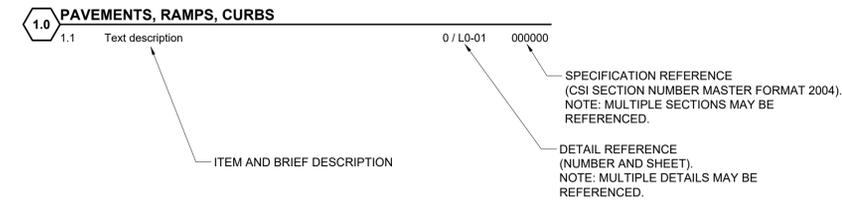


KHA PROJECT	06276700
DATE	MARCH 2020
SCALE	AS SHOWN
DESIGNED BY	CJP
DRAWN BY	ATW
CHECKED BY	ARL

OVERALL SITE PLAN

UPTOWN AT PLUM CREEK  
CITY OF KYLE  
HAYS COUNTY, TEXAS

**SITE KEYNOTES:**



**(SUBGROUP TITLE)**

- 1 Text description
- 2 Text description

**LANDSCAPE GENERAL NOTES**

- ANY CONTRACTOR SUBMITTING A PROPOSAL FOR THIS WORK SHALL FIRST EXAMINE THE SITE OF THE PROPOSED WORK AND ALL CONDITIONS AT THE SITE TO FULLY UNDERSTAND ANY FACILITIES, DIFFICULTIES, AND RESTRICTIONS ATTENDING THE EXECUTION OF THE CONTRACT. NO SUBSEQUENT ALLOWANCES SHALL BE MADE DUE TO OMISSION, ERROR, OR NEGLIGENCE, IN CONNECTION WITH THIS PROVISION.
- CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH ALL EXISTING SITE CONDITIONS AND UNDERGROUND UTILIZES, PIPES AND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR BODILY INJURY AND/OR ANY COST INCURRED DUE TO DAMAGE OF OWNER'S PROPERTY OR UTILITIES. CONTRACTOR SHALL HAND DIG FOOTINGS, TREE WELLS AND PLANTING BEDS AS REQUIRED.
- CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- ANY CONFLICTING INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR THE LANDSCAPE ARCHITECT SHALL ASSUME THAT THE CONTRACTOR HAS INCORPORATED THE SPECIFIED ITEM.
- DO NOT WILLINGLY PROCEED WITH CONSTRUCTION OF DESIGN WHEN UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTICE.
- IF CONFLICTS ARISE BETWEEN ACTUAL SIZE AND LAYOUT OF ANY CONSTRUCTION ELEMENT ON-SITE AND THOSE INDICATED ON THE DRAWINGS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S AUTHORIZED REPRESENTATIVE IN A TIMELY FASHION MAY RESULT IN CONTRACTOR'S RESPONSIBILITY TO REMOVE AND REINSTALL ITEMS BUILT INCORRECTLY OR AT WORST CASE, BECOME UNABLE TO CHARGE OWNER FOR ITEMS BUILT INCORRECTLY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF SUBCONTRACTORS ACCOMPLISHMENT OF SCOPE OF WORK. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH OTHER TRADES WORKING ON THE SITE SIMULTANEOUSLY.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT 72 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO PROVIDE ALL WORK. WORK TO BE COMPLETE IN PLACE AS SPECIFIED.
- ALL MATERIALS SHALL BE OF STANDARD, APPROVED AND FIRST GRADE QUALITY AND SHALL BE IN PRIME WHEN INSTALLED AND ACCEPTED. ANY COMMERCIALY PROCESSED OR PACKAGED MATERIAL SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED PACKAGING BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS.
- CONTRACTOR TO CONFORM WITH THE REQUIREMENTS INCLUDED IN THE GEOTECHNICAL REPORTS.
- THE CONTRACTOR SHALL SHALL GUARANTEE ALL WORK AS TO MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE OF PROJECT. THE CONTRACTOR WILL PROVIDE A WRITTEN GUARANTEE ON HIS LETTERHEAD UPON FINAL INSPECTION.

**LANDSCAPE DEMOLITION**

- REMOVE ITEMS (SITE STRUCTURES) SHOWN ON THE PLAN TO THE FULL DEPTH OF THEIR CONSTRUCTION UNLESS DESIGNATED TO REMAIN.
- VERIFY THE LOCATION OF ITEMS (SITE STRUCTURES) TO REMAIN (TO BE REMOVED) PRIOR TO COMMENCEMENT OF THE WORK.
- ITEMS (SITE STRUCTURES) ENCOUNTERED BELOW GRADE AND NOT SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- REMOVE DEMOLISHED MATERIALS FROM SITE. DISPOSAL BY BURNING AND/OR BURYING IS PROHIBITED.
- CONTACT THE LOCAL UNDERGROUND SERVICE UPDATE FOR UTILITY LOCATION AND IDENTIFICATION PRIOR TO DEMOLITION.
- THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS MAY VARY IN RELATION TO ACTUAL EXISTING CONDITIONS; ADDITIONAL UTILITIES NOT SHOWN ON THE DRAWINGS MAY EXIST. VERIFY IN THE FIELD THE DATA SHOWN, AND CALL ANY DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR SITE REPRESENTATIVE BEFORE STARTING WORK.
- PERFORM EXCAVATION IN THE VICINITY OF EXISTING UTILITIES BY HAND WHERE APPLICABLE. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES CAUSED BY ANY PERSON, VEHICLE, EQUIPMENT OR TOOL RELATED TO THE EXECUTION OF THE CONTRACT.

**LANDSCAPE LIGHTING NOTES**

- COORDINATE WITH MEP PLANS FOR LOGICAL CONTROLLER LOCATIONS.
- COORDINATE ALL BUILDING PENETRATIONS FOR WALL MOUNTED ACCESSORIES WITH OWNER.
- PROVIDE LOW VOLTAGE SYSTEM, WIRING AND CONTROLS AS REQUIRED TO PROVIDE A FUNCTIONAL SYSTEM.
- PROVIDE PHOTOCELL AND TIMECLOCK SYSTEM CONTROLS.
- PROVIDE ALL EQUIPMENT INSTRUCTIONS AND WARRANTY INFORMATION TO OWNER PRIOR TO ACCEPTANCE.
- PROVIDE OWNER WITH (5) EXTRA OF EACH LAMP TYPE USED IN THE PROJECT.
- INSTALL ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. ALL CONTROLS SHALL BE OUT OF WET AREAS, AND ALL FIXTURES SHALL BE SECURELY IMBEDDED INTO GRADES.
- PROVIDE AS-BUILT WIRING DIAGRAM FOR ALL WIRE RUNS PRIOR TO ACCEPTANCE.
- PROVIDE MATERIAL CUT SHEETS AND SUBMITTALS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
- REFER TO MEP FOR ALL 120V LIGHTING CONNECTIONS.
- NO WIRING OR CONDUIT SHALL BE VISIBLE ABOVE GRADE. MAINTAIN A MINIMUM OF 6" COVERAGE.

**LAYOUT NOTES**

- LAYOUT AND VERIFY DIMENSIONS PRIOR TO CONSTRUCTION. BRING DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- FOR DIMENSIONS OF BUILDINGS, GARAGES, TRASH ENCLOSURES, PATIOS AND RELATED WORK, REFER TO THE ARCHITECTURAL DRAWINGS. COPIES OF THESE DRAWINGS ARE AVAILABLE FROM THE OWNER.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. DO NOT SCALE DRAWINGS.
- WHERE DIMENSIONS ARE CALLED AS "EQUAL," SPACE REFERENCED ITEMS EQUALLY, MEASURED TO A CONSISTENT EDGE.
- MEASUREMENTS ARE TO FACE OF BUILDING, WALL OR THE FIXED SITE IMPROVEMENT. DIMENSIONS TO CENTER LINES IS INDICATED.
- INSTALL INTERSECTING ELEMENTS AT 90 DEGREE ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED.
- PROVIDE EXPANSION JOINTS WHERE CONCRETE FLATWORK MEETS VERTICAL STRUCTURES SUCH AS WALLS, CURBS, STEPS AND BUILDING ELEMENTS.
- ALL WALKWAYS SHALL BE LOCATED FROM FINISHED FACE OF BUILDINGS.
- FENCES, WALLS, AND FOOTINGS SHALL SIT ENTIRELY WITHIN PROPERTY LINE.

**GRADING AND DRAINAGE NOTES**

- EXISTING UNDERGROUND UTILITIES ARE SHOWN PER AVAILABLE RECORDS. VERIFY THE ACTUAL LOCATION AND ELEVATION IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION OF THE NEW FACILITIES. PROTECT EXISTING UTILITIES AND BE RESPONSIBLE FOR DAMAGE TO UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- REQUEST INSPECTION AS REQUIRED 48 HOURS IN ADVANCE OF PERFORMING ANY WORK UNLESS OTHERWISE NOTED ON THIS SHEET.
- DEBRIS CREATED BY REMOVAL OPERATIONS BECOME THE PROPERTY OF THE CONTRACTOR AND IS TO BE LEGALLY DISPOSED OF AWAY FROM THE JOB SITE.
- NOTIFY LOCAL UNDERGROUND SERVICE COMPANIES FOR UTILITY FINDS 48 HOURS PRIOR TO ANY EXCAVATION.
- REFER TO STRUCTURAL DRAWINGS FOR CONNECTIONS TO DRAINS OVER STRUCTURE.
- REFER TO ARCHITECTURAL DRAWINGS FOR WATERPROOFING OF SLAB PENETRATIONS.
- REFER TO CIVIL ENGINEER'S DRAWINGS FOR CONNECTIONS TO DRAINS.

**LANDSCAPE PLANTING NOTES**

- SOURCE OF BASE SHEETS IS SURVEY PROVIDED BY OTHERS.
- REFER TO CIVIL ENGINEER'S UTILITY AND PRECISE GRADING PLANS FOR UTILITY LOCATION AND FINAL GRADING. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, CONTACT THE LANDSCAPE ARCHITECT FOR DIRECTION AS TO HOW TO PROCEED.
- VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT LANDSCAPE ARCHITECT FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
- EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN FIELD.
- VERIFY PLANT COUNTS AND SQUARE FOOTAGES: QUANTITIES ARE PROVIDED AS OWNER INFORMATION ONLY. IF QUANTITIES ON PLANT LIST DIFFER FROM GRAPHIC INDICATIONS, THEN GRAPHICS SHALL PREVAIL.
- CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION AND IDENTIFICATION.
- PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY, BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
- TREES SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE TO EXISTING.
- TREES TO BE PLANTED A MINIMUM OF 4 FEET FROM FACE OF BUILDING, OR PAVEMENT, EXCEPT AS APPROVED BY LANDSCAPE ARCHITECT.
- PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIE AND SIZE DESIGNATED ON THE DRAWINGS.
- PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT.
- ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS SHRUBS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
- FINISH GRADES OF SHRUB AREAS AND LAWNS SHALL BE 1 1/2 INCHES BELOW ADJACENT PAVING OR HEADER. (CHECK MULCH DEPTH AND IF SEEDED OR SODDED LAWNS).
- PROVIDE SPECIFIED EDGING AS DIVIDER BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
- LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS PRIOR TO DIGGING OR SHIPPING OF PLANT MATERIALS.
- IF VEGETATION OR TREES OVERHANG ACCESSIBLE ROUTE, REPOSITION OR PRUNE BACK UNDER DIRECTION OF LANDSCAPE ARCHITECT TO PROVIDE 80" CLEARANCE ABOVE THE WALKING SURFACE.
- CONTRACTOR SHALL WARRANT PLANTS AND TREES FOR ONE YEAR AFTER FINAL ACCEPTANCE. CONTRACTOR TO REPLACE DEAD MATERIALS AND MATERIALS NOT IN VIGOROUS, THRIVING CONDITION AS SOON AS WEATHER PERMITS AND ON NOTIFICATION BY LANDSCAPE ARCHITECT. CONTRACTOR TO REPLACE PLANTS, INCLUDING TREES, WHICH IN OPINION OF LANDSCAPE ARCHITECT HAVE PARTIALLY DIED THEREBY DAMAGING SHAPE, SIZE OR SYMMETRY.
- CONTRACTOR TO REPLACE PLANTS AND TREES WITH SAME KIND AND SIZE AS ORIGINALLY PLANTED, AT NO COST OF OWNER. PROVIDE ONE-YEAR WARRANTY ON REPLACEMENT PLANTS. THESE SHOULD BE REPLACED AT THE START OF THE NEXT PLANTING OR DIGGING SEASON. IN SUCH CASES, CONTRACTOR IS TO REMOVE DEAD TREES IMMEDIATELY. CONTRACTOR TO PROTECT IRRIGATION SYSTEM AND OTHER PIPING CONDUIT OR OTHER WORK DURING REPLACEMENT. CONTRACTOR TO REPAIR ANY DAMAGE IMMEDIATELY.
- WARRANTY EXCLUDES REPLACEMENT OF PLANTS AFTER FINAL ACCEPTANCE BECAUSE OF INJURY BY STORM, DROUGHT, DROWNING, HAIL, FREEZE, INSECTS OR DISEASE.
- AT THE END OF THE WARRANTY PERIOD, STAKING AND GUYING MATERIALS SHALL BE REMOVED FROM THE SITE.

**GATE AND FENCING NOTES**

- CONTRACTOR TO PROVIDE ALL REQUIRED ADA/ACCESSIBILITY EQUIPMENT NEEDED FOR GATE OPERATION. ALL GATE CONTROL SHALL MEET ADA REQUIREMENTS OR FIRE CODE IF APPLICABLE.
- ALL FENCING SHALL BE CONSTRUCTED WITHIN THE PROPERTY LINE. CENTERLINES FOR FENCE LAYOUTS SHOULD OFFSET TO ALLOW POSTS AND FOOTINGS TO SIT WITHIN THE PROPERTY LINE.
- ALL FENCE LAYOUT ANGLES ARE ASSUMED TO BE 90. ALLOW NO MORE THAN A 3" GAP IN CONDITIONS WHERE FENCING ABUTS BUILDINGS OR ARCHITECTURAL FEATURES.
- CONTRACTOR TO WALK SITE AND REVIEW FENCE AND GATE POST LAYOUT IN FIELD WITH OWNER, ARCHITECT, AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR TO PROVIDE CUT SHEETS AND SAMPLES FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

**TABLE OF ABBREVIATIONS**

APPROX	APPROXIMATE	MH	MANHOLE
ARCH	ARCHITECT	MIN	MINIMUM
AVG	AVERAGE	MISC	MISCELLANEOUS
B&B	BALLED AND BURLAPPED	MTD	MOUNTED
BC	BOTTOM OF CURB	MTL	METAL
BF	BOTTOM OF FOOTING	N	NORTH
BLDG	BUILDING	NIC	NOT IN CONTRACT
BM	BENCHMARK	NO	NUMBER
BOC	BACK OF CURB	NOM	NOMINAL
BR	BOTTOM OF RAMP	NTS	NOT TO SCALE
BRG	BEARING	OC	ON CENTER
BS	BOTTOM OF STEP	OD	OUTSIDE DIAMETER
BW	BOTTOM OF WALL	OPP	OPPOSITE
CAL	CALIPER	PAR	PARALLEL
CAP	CAPACITY	PC	POINT OF CURVATURE
CF	CUBIC FEET	PE	POLYURETHANE
CHAM	CHAMFER	PERF	PERFORATED
CIP	CAST IN PLACE	PED	PEDESTRIAN
CJ	CONTROL JOINT	PI	POINT OF INTERSECTION
CL	CENTER LINE	PL	PROPERTY LINE
CLR	CLEARANCE	PT	POINT, POINT OF TANGENCY
CM	CENTIMETER	PVC	POLYVINYL CHLORIDE
CO	CLEAN OUT	PVMT	PAVEMENT
COMP	COMPACTED	PVR	PAVER
CONC	CONCRETE	QTY	QUANTITY
CONST	CONSTRUCTION	R	RADIUS
CONT	CONTINUOUS	RECEP	RECEPTACLE
CONTR	CONTRACTOR	REF	REFERENCE
CU	CUBIC	REINF	REINFORCE(D)
CY	CUBIC YARD	REM	REMOVE
DBL	DOUBLE	REQ'D	REQUIRED
DF	DIRECTION OF FLOW	REV	REVISION, REVISED
DEG	DEGREE	ROW	RIGHT OF WAY
DEMO	DEMOLISH, DEMOLITION	RT	RIGHT
DIA	DIAMETER	S	SOUTH
DIM	DIMENSION	SAN	SANITARY
DTL	DETAIL	SCH	SCHEDULE
DWG	DRAWING	SD	STORM DRAIN
E	EAST	SEC	SECTION
EA	EACH	SF	SQUARE FOOT (FEET)
EJ	EXPANSION JOINT	SHT	SHEET
EL	ELEVATION	SI	STORM INLET
ELEC	ELECTRICAL	SIM	SIMILAR
ENG	ENGINEER	SNT	SEALANT
EQ	EQUAL	SPECS	SPECIFICATIONS
EQUIP	EQUIPMENT	SQ	SQUARE
EST	ESTIMATE	ST	STORM SEWER
E.W.	EACH WAY	SY	SQUARE YARD
EXIST	EXISTING	STA	STATION
EXP	EXPANSION, EXPOSED	STD	STANDARD
FF	FINISHED FLOOR ELEVATION	STL	STEEL
FG	FINISHED GRADE	STRL	STRUCTURAL
FIN	FINISH	SYM	SYMMETRICAL
FL	FLOW LINE	TBC	TOP AND BOTTOM
FOC	FACE OF CURB	TC	TOP OF BACK CURB
FT	FOOT (FEET)	TF	TOP OF CURB
FTG	FOOTING	THK	TOP OF FOOTING
GA	GAUGE	THK	THICK
GAL	GALVANIZED	TOC	TOP OF CONCRETE
GC	GENERAL CONTRACT(OR)	TOPO	TOPOGRAPHY
GEN	GENERAL	TSL	TOP OF SLAB
HORIZ	HORIZONTAL	TRAS	TRANSFORMER
HP	HIGH POINT	TR	TOP OF RAMP
HT	HEIGHT	TS	TOP OF STEP
ID	INSIDE DIAMETER	TW	TOP OF WALL
INV	INVERT ELEVATION	TYP	TYPICAL
IN	INCH(ES)	VAR	VARIABLE
INCL	INCLUDE(D)	VEH	VEHICLE
INL	INLET	VOL	VOLUME
IRR	IRRIGATION	W/	WITH
JT	JOINT	W/O	WITHOUT
LIN	LINEAR	WT	WEIGHT
LF	LINEAR FEET	WL	WEIR LEVEL
LP	LOW POINT	WWF	WELDED WIRE FABRIC
LT	LIGHT	YD	YARD
MATL	MATERIAL	@	AT
MAX	MAXIMUM		
MEMB	MEMBRANE		

**LANDSCAPE ARCHITECTS REQ'D. FIELD OBSERVATION WORK**

- THESE LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS WERE PREPARED FOR THE OWNER WITH THE UNDERSTANDING THAT THE OWNER WILL USE LIONHEART PLACES LLC TO PROVIDE FULL CONTRACT SERVICES INCLUDING CONSTRUCTION OBSERVATION. FAILURE TO USE LIONHEART PLACES LLC TO COMPLETE THE CONSTRUCTION OBSERVATION SERVICES SET FORTH HEREIN WILL SIGNIFICANTLY INCREASE THE RISK OF LOSS RESULTING FROM MISINTERPRETATION OF THE DESIGN INTENT, UNAUTHORIZED MODIFICATIONS, AND FAILURE TO DETECT ERRORS AND OMISSIONS IN THE PLANS AND SPECIFICATIONS BEFORE THEY BECOME COSTLY MISTAKES. IN THE EVENT THAT LIONHEART PLACES LLC DOES NOT COMPLETE THE FIELD OBSERVATION SERVICES AS DESCRIBED HEREIN, THE OWNER, OR SUBSEQUENT OWNER (INDIVIDUALS OR CORPORATIONS WHO HAVE PURCHASED THESE PLANS WITH THE PROJECT), AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND LIONHEART PLACES LLC FROM AND AGAINST ANY AND ALL CLAIMS.



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Call before you dig.



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1023 Springdale Road, Suite 6E, Austin, TX 78721  
O: 512.520.4488  
WWW.LIONHEARTPLACES.COM



KHA PROJECT	069276700
DATE	MARCH 2020
SCALE	AS SHOWN
DESIGNED BY:	ML
DRAWN BY:	ML
CHECKED BY:	RL

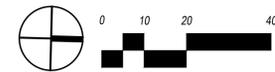
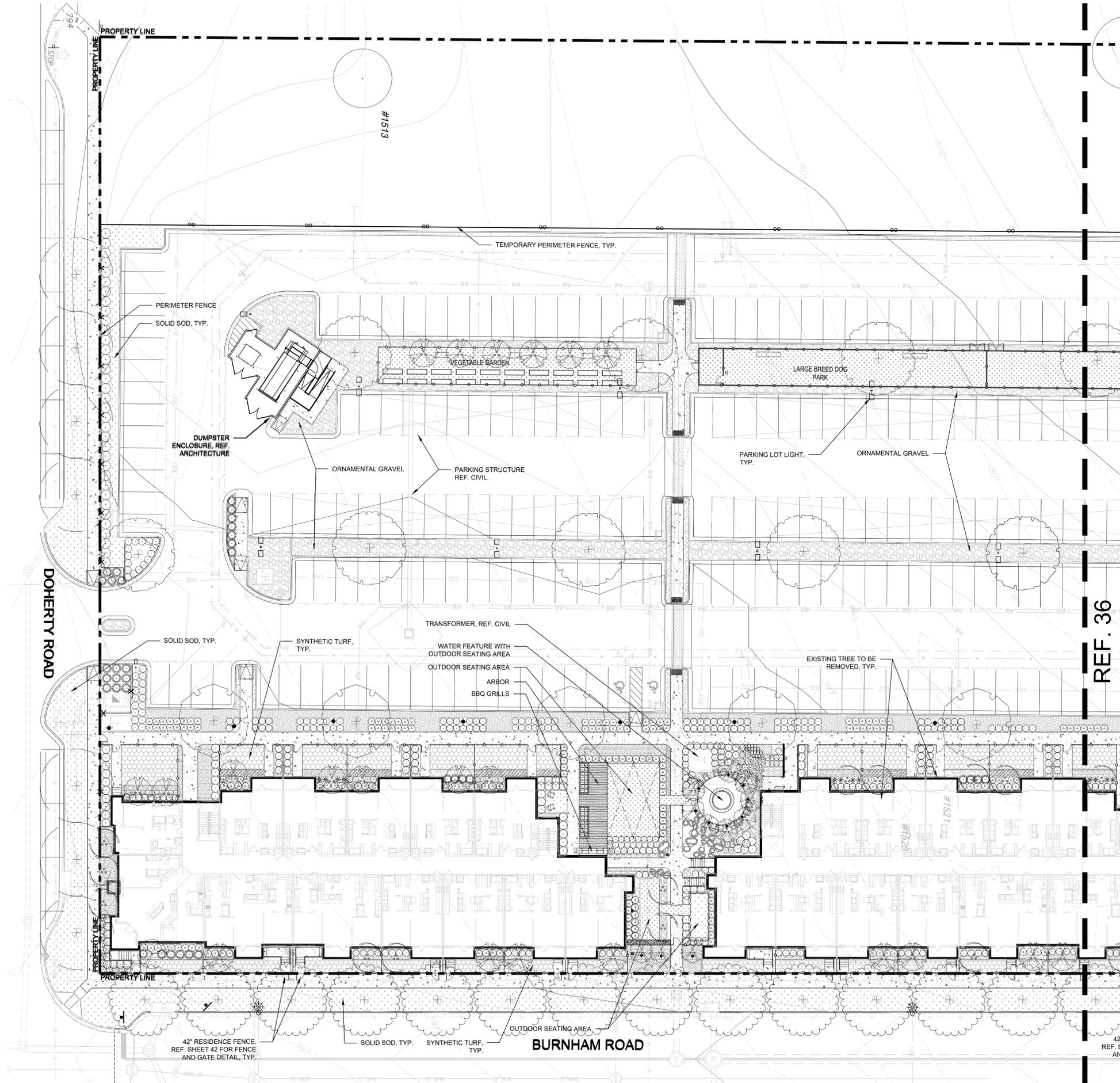
**GENERAL NOTES**

**UPTOWN AT PLUM CREEK**  
CITY OF KYLE  
HAYS COUNTY, TEXAS

Plotted By: Megan Lewey Date: April 17, 2020 03:55:08pm File Path: e:\005-006\_Plum\_Creek\_Uptown\0-CA0\05\_City\_Submittal\Sheets\101-00\_CS.dwg



Plotted By: Megan Lewey, Date: April 17, 2020, 03:55:42pm, File Path: P:\005-006\_Plum\_Creek\_Uptown\05\_City\_Submittal\Sheets\L3-01-05\_CS.dwg



**811**  
Know what's below.  
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WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

No.	REVISIONS	DATE	BY

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KHA PROJECT	069276700
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# LANDSCAPE PLAN

**UPTOWN AT PLUM CREEK**  
CITY OF KYLE  
HAYS COUNTY, TEXAS

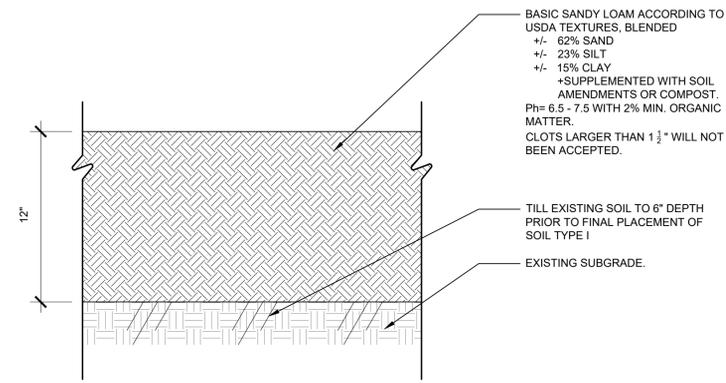






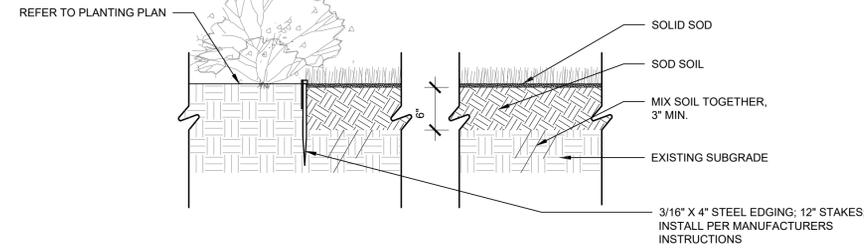






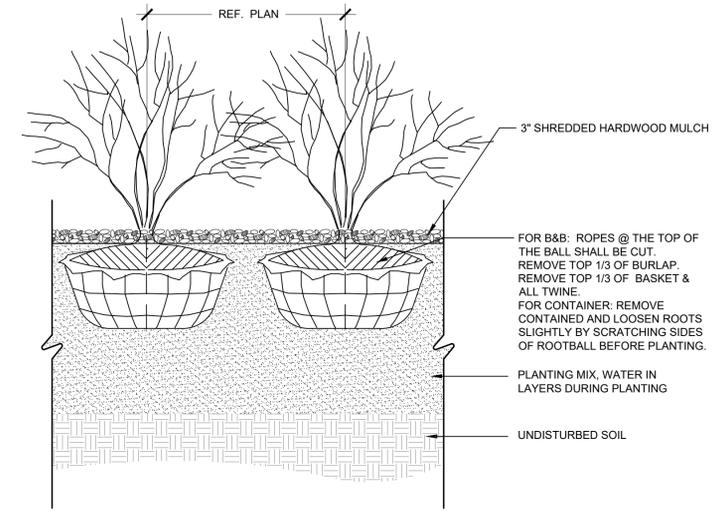
### 1 | TYPICAL SOIL SECTION

1" = 1'-0"



### 2 | SOLID SOD SECTION

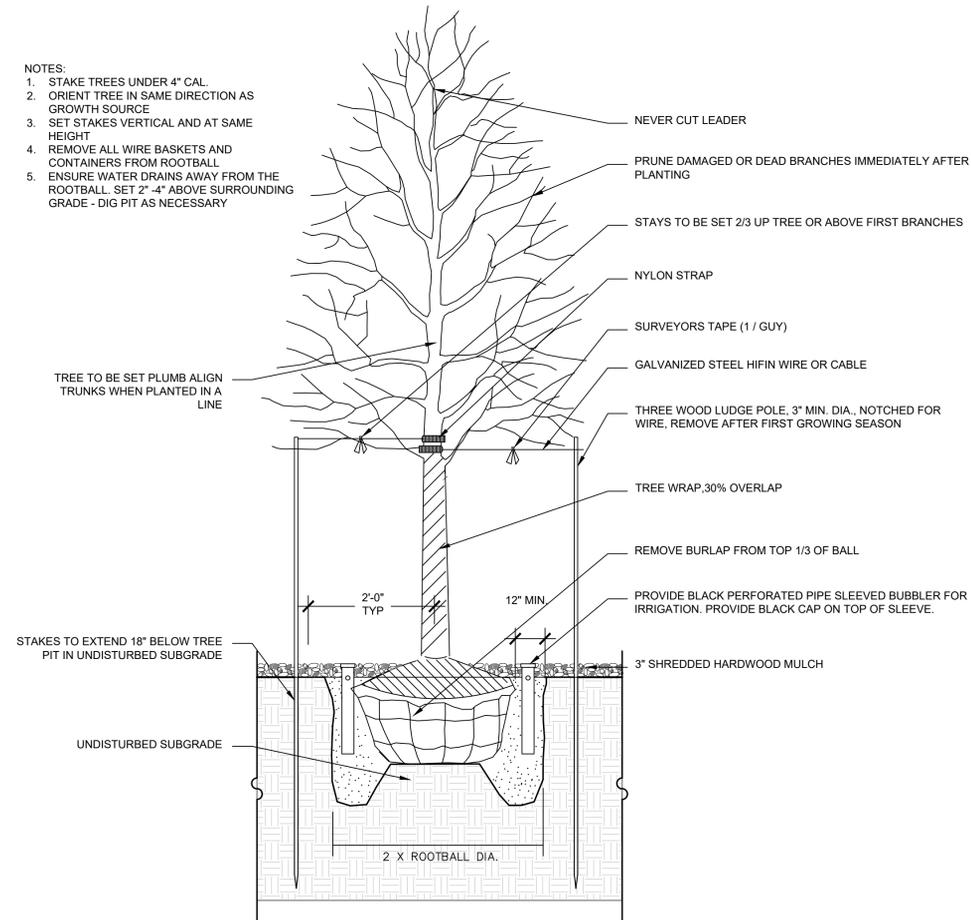
1" = 1'-0"



### 3 | SHRUB PLANTING

1" = 1'-0"

- NOTES:
1. STAKE TREES UNDER 4" CAL
  2. ORIENT TREE IN SAME DIRECTION AS GROWTH SOURCE
  3. SET STAKES VERTICAL AND AT SAME HEIGHT
  4. REMOVE ALL WIRE BASKETS AND CONTAINERS FROM ROOTBALL
  5. ENSURE WATER DRAINS AWAY FROM THE ROOTBALL. SET 2" - 4" ABOVE SURROUNDING GRADE - DIG PIT AS NECESSARY



### 4 | CANOPY TREE PLANTING

1" = 1'-0"

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## PLANTING DETAILS

**UPTOWN AT PLUM CREEK**  
 CITY OF KYLE  
 HAYS COUNTY, TEXAS









# CITY OF KYLE, TEXAS

## Purchasing Policy Manual Revision

**Meeting Date: 8/4/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Amend the Purchasing Policy for the City of Kyle to allow for the acceptance of electronic bid submittals for services in addition to current procedures outlined in the Policy. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** The current Purchasing Policy manual for the City does not identify electronic bid submittals as an acceptable method of receiving bids for services or products having a cost greater than \$50,000.00. The proposed amendment would allow vendors/contractors to initially submit their required documents and bids electronically for ultimate selection/award by Council.

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- Purchasing Policy Manual

**CITY OF KYLE**  
**PURCHASING MANUAL**  
*Revised: August 2020*

This Purchasing Manual is intended for use as a guide to the City purchasing needs. When used, the policies and procedures established herein should enable the City to obtain needed goods and services efficiently and economically and keep account of funds spent by encumbering money at the time of purchase. City employees involved in the purchasing process should be familiar with, and adhere to, the guidelines set forth in this manual.

The cooperation of all employees is essential if the City is to obtain the maximum value for each tax dollar spent. While this manual does not answer all questions related to purchasing, it does provide the foundation for an effective purchasing system.

The material in the manual is subject to revision to meet the often rapidly changing developments encountered in the field of purchasing and in the economy. Within these limits it is hoped that this manual will prove beneficial to the City of Kyle and all City of Kyle employees.

The reason for this manual is to provide a guide for purchasing. Included in the manual are instructions on how to plan for purchases, how to process a purchase request and a purchase order, the assistance necessary to write bid specifications and the bidding of supply agreements.

The manual is written to assist in complying with statutes and ordinances governing the City and to comply with an established system of internal control. All purchases for the City should be made in accordance with the procedures outlined in this manual.

With this manual, purchasing procedures should seem less formidable and more understandable. When these procedures are followed, the results are increased efficiency throughout the City and a saving of City funds. Please become familiar with these policies and procedures.

**GLOSSARY**

**BID ADVERTISEMENT**-A public notice put in a newspaper of general circulation containing information about an Invitation to Bid (IFB) or a Request for Proposal (RFP).

**BIDDER LIST**-A list of vendors who have expressed an interest in submitting bids for particular categories of goods and services.

**CONTRACT OR AGREEMENT** - A formal written agreement, executed by the City and a vendor, containing the essential terms and conditions under which goods or services are to be furnished to the City. A contract or agreement, when properly signed by the authorized City representative, is a commitment of the City's funds.

**GOODS** - Includes any personal property to be purchased by the City, including equipment,

supplies, materials, and component or repair parts.

**HIGH TECHNOLOGY PROCUREMENT** - Means the procurement of equipment, goods, or services of a highly technical nature, including: data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications equipment and radio and microwave systems; electronic distributed control systems, including building energy management systems; and technical services related to those items.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)** - Is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

**INVITATION FOR BID (IFB)** - Specifications and formal bidding documents requesting pricing for a specific good or service which at a minimum has been advertised for bid in a newspaper.

**LEASE** - A contract for the use of real estate, personal property, or equipment for a term in return for a specified rent or other compensation.

**LOWEST RESPONSIBLE BID**-The lowest bid or offer meeting all requirements of the specifications, terms, and conditions of the invitation for bid. It expressly is understood that the lowest responsible bid includes any related costs to the City in a total cost concept. The term 'responsible' refers to the financial and practical ability of the bidder to perform the contract.

**PURCHASE ORDER** - An order by the City for the purchase of goods and services written on the City's standard Purchase order form and which, when accepted by the vendor without qualification with the specified time limit, becomes a contract. It is the vendor's authority to deliver and invoice for goods or services specified, and the City's commitment to accept the goods or services for an agreed upon price.

**PURCHASE REQUEST** - A request by a department that authorizes the Purchasing Manager to enter into a contract with a vendor to purchase goods or services for the City and to charge the appropriate department budget or project.

**PURCHASING**-The act, function, and responsibility for the acquisition of goods and services.

**REQUEST FOR PROPOSALS (RFP)** - Requesting an offer be made by a vendor, this allows for negotiations after a proposal has been received but before award of the contract.

**SERVICES** - Includes all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical, or professional services.

**SPECIFICATIONS** - A statement containing a detailed description or enumeration of

particulars, as to the terms of a contract, details of requirements for goods or services.

VENDOR - One who sells something.

## **DETERMINING PURCHASE CATEGORY**

The Purchases of goods and services described in this manual fall within one of the following categories. You should use the purchase category to initially decide whether competitive bidding requirements apply to the purchase. If these requirements do not apply, then the purchase category will tell you whether price information must be obtained from vendors before determining which vendor to use.

When determining which category a purchase will fall into, you should bear in mind requirements under City Statutes and State Laws. The Texas Local Government Code requires competitive bidding on proposals for all City purchases exceeding \$50,000 in amount, and prohibits a City employee from making 'separate, sequential, or component purchases to avoid the competitive bidding requirements.' A violation is a Class B misdemeanor.

The Texas Local Government Code does not require competitive bidding for purchases exceeding \$50,000 if the purchase is made through a State of Texas approved contract or cooperative.

These requirements strongly encourage anticipating your needs for an entire budget year for supplies, equipment and services. If you anticipate purchasing several like items the total cost of which would be over the \$50,000 in a budget year, you must combine the purchases and use the competitive bidding in order to comply with state law.

## **PURCHASE CATEGORIES**

### **CATEGORY 1 -PURCHASES LESS THAN \$500**

The Department Head may exercise discretion for the acquisition of such purchases as authorized in the current fiscal budget, within the guidelines established elsewhere in the policy manual. Purchases in this category may be made by Department Heads or City employees designated by Department Heads. Purchases in this category do not require a purchase order.

### **CATEGORY 2- PURCHASES GREATER THAN \$500 BUT LESS THAN \$3,000**

Purchases in this category may be made by Department Heads. Any telephone quotations obtained should also involve email documentation.

### **CATEGORY 3 - PURCHASES GREATER THAN \$3,000 BUT LESS THAN \$15,000**

A minimum of three written quotations is required for purchases of goods and services within this category when the cost is estimated to total \$3,000 but less than \$15,000 per transaction. Purchases in this category require an approved purchase order in advance of the purchase.

### **CATEGORY 4-PURCHASES GREATER THAN \$15,000 BUT LESS THAN \$50,000**

The purchaser will secure competitive written quotes for all transactions reasonably anticipated to be in this category. An advertised notice must be posted on the City's website. Purchases in

this category require City Council approval in advance of the purchase.

#### CATEGORY 5 -PURCHASES OVER \$50,000

Sealed competitive bids or proposals must be secured for all transactions reasonably anticipated being in excess of \$50,000. An advertised notice must be published in the newspaper. Purchases in this category require City Council approval in advance of the purchase.

### **EXEMPT PURCHASING FUNCTIONS**

Some examples of exemptions from competitive bidding provided by state law are:

- A) Professional Services
- B) Items available from only one source, such as captive replacement parts, utility services, and items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
- C) Purchases made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City.
- D) Purchases necessary to preserve or protect the public health or safety of the municipality's residents.
- E) Purchases necessary because of unforeseen damage to public machinery, equipment, or other property.
- F) Expenditures for a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.
- G) Pursuant to §271.083, Local Government Code, purchases of an item under a state contract (for example through a cooperative) satisfy any state law requiring the City to seek competitive bids or proposals for the purchase of the item.

Depending on the type of goods or services to be procured and the amount of funding involved, exempt purchases are often made through a request for proposals procedure even though such a procedure is not required under state law.

### **CITY MANAGER AUTHORIZATION**

The application of exemptions from competitive bidding requirements for purchases in excess of \$50,000 is to be approved in each case by the City Manager. Based on previously stated policies and procedures, the user department is responsible for obtaining a purchase order approved by the City Manager before any order is placed that requires a purchase order (above \$3,000). Further, the user department must obtain City Manager approval for any contract less than \$15,000, or any contract with no money spent.

In the absence of the City Manager being available for signature, the Assistant City Manager

may sign on behalf of the City Manager.

The City Manager may contract with vendors for electronic bid submission services to receive and deliver bids submitted in response to RFPs and invitations to bid.

### **HISTORICALLY UNDERUTILIZED BUSINESSES**

Pursuant to §252.0215, Local Government Code, the City, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses in Hays County on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in Hays County, the City is exempt from this section.

The Texas Comptroller's website has an online database to search for HUBs in Hays County. This database can be accessed at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp> A list of HUBs in Hays County as of August 3, 2014 is attached to this manual as a reference.

A Historically Underutilized Business Outreach Certification Form must be filled out for each qualifying purchase. This form will serve as documentation of the City's compliance of state HUB laws.

### **CONTRACTS WITH LOCAL BIDDERS**

The City of Kyle wishes to have local companies compete for contracts for goods, services and construction projects because the local bidder offers the best combination of price and additional economic development opportunities for the city, including the employment of local residents. The Local Government Code allows a municipality to give local preference to a bidder who is not the low bid if the local bidder meets the conditions of Section 271.9051.

City of Kyle Resolution no. 795 authorizes city staff, when evaluating competitive bids, to give local preference if the contractor meets the following requirements of Section 271.9051:

- The local bidder's principal place of business is in the city limits of the City; and
- The solicitation for bids or proposals for goods or services states that local preference may be considered in awarding the contract; and
- Construction contract is for less than \$100,000 and a contract for goods and services is less than \$500,000; and
- The local bidder is within ten percent (10%) of the lowest price received; and
- City Council determines in either the Resolution awarding the contract or in the minutes of the Council meeting that the local bidder offers the best combination of price and additional economic development opportunities for the City, including the employment of local residents.

This resolution does not prohibit the City from rejecting all bids and proposals.

### **PURCHASING PROCEDURES**

The purpose of this section of the manual is to describe the way in which any type of goods or services should be procured for the City. The procurement system includes several methods of making purchases. These methods are designed for specific purchasing needs.

Because there are several ways to purchase goods and services to meet the diverse needs of the City, it is imperative that each department plans in advance for its purchases so that the best method of procurement may be utilized.

Keep in mind that if a purchase is anticipated to exceed \$50,000 regardless of the method of purchase the sealed bid or proposal procedures will need to be used.

### **INITIATING THE PURCHASE**

1. The user department will determine the purchase category and purchasing method for the proposed purchase. This process may involve a purchase order, telephone quotation, written quotation, electronic quotation, competitive quotation or a sealed competitive bid or proposal. It is the responsibility of the user department to follow all purchasing processes stated in this purchasing manual.
2. If a purchase order is not required, the user department may proceed with the purchase. The purchase will either be made with a City Procurement Card or will be billed to the City.
3. If a purchase order is required, a completed Purchase Order Request Form, with City Manager approval, will be submitted to the Finance Department.
  - a. For purchases greater than \$3,000 but less than \$15,000 a minimum of three written quotations must be included with the Purchase Order Request Form.
  - b. If accurate and complete, the Finance Department will check to see if funds are available. If funds are available, the Finance Department will complete the purchase order and return it to the using department to make the purchase. If funds are not available, the request may be returned to the using department. The using department can request the Finance Director to make a budget amendment. Budget amendments must be presented to and approved by the City Council. Once approved, the purchase order will be completed.

### **MAKING THE PURCHASE**

If quotes are obtained, a record of the quotes must be on file before the order is placed. The Purchase Order is a three-part NCR (no carbon required) form.

- The white copy will go to the vendor, (taken by user department, mailed or faxed).
- The yellow copy will go to the receiving department; when order is received user department will complete section on receipt of order.
- The pink copy will go to the Accounts Payable Department as a permanent record.

### **COMPETITIVE BIDS OR PROPOSALS**

If a formal bid or proposal is required, bid specifications or a request for proposal is prepared and mailed to vendors. The bid is advertised in the local newspaper. The user department shall be responsible for establishing and providing a complete written set of specifications along with a requisition. Specifications shall be written on a technical or functional basis. Brand

names are to be avoided to ensure a fair competitive environment.

Sealed bids or proposals are received and tabulated by the user department. If the competitive sealed bidding requirement applies to the contract, notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the City. The date of the first publication must be before the 14th day before the date set to publicly open the bids and read them aloud.

Sealed bids or proposals can be submitted to the designated City office or can be submitted electronically in accordance with the instructions in the published notice.

The lowest and best responsible bid or proposal will be recommended to the Council for their approval. In determining the best value for the City, the City may consider:

- a. The purchase price;
- b. The reputation of the bidder and of the bidder's goods or services;
- c. The quality of the bidder's goods or services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any relevant criteria specifically listed in the request for bids or proposals.

The Council will evaluate the recommended vendor and decide to approve or disapprove. If the recommended vendor is not approved the Council may award the bid to another vendor; bids may be rejected altogether. If the recommendation is approved and the Council awards the bid, the Purchaser may submit an award letter to the vendor or may prepare a purchase voucher. If an award letter is sent to the vendor, a copy of the letter should be sent to the Finance Department along with a copy of the approved bid or proposal.

### **RECEIVING OR CLOSING OUT THE PURCHASE**

1. After the purchase is placed the vendor provides ordered goods or services and submits an invoice to the City.
2. The user department will inspect the goods upon delivery, or the services upon completion, to see if specifications have been met.
3. If a purchase order was not required, the vendor invoice will be submitted to the Finance Department for payment following the Accounts Payable procedures. If a purchase order was required, the vendor invoice will be attached to the pink copy of the purchase order and returned to the Finance Department for payment following the Accounts Payable procedures.

### **BLANKET PURCHASE ORDER**

A blanket purchase order is issued to make miscellaneous supplies, materials, services, or minor repairs available as needed to user departments. Blanket purchase orders are not intended to be used to acquire items or services required for one-time job requirements.

The general purpose of blanket orders is to:

1. Eliminate the need for numerous individual purchase orders for small dollar-value items or services, and
2. Provide a means of acquiring needed items or service to make repairs.

### **EMERGENCY PURCHASES**

Emergency purchases are defined as those purchases caused by an unforeseen and dangerous situation requiring immediate action to preserve the health or safety of people or property. When emergency purchases are made, the user department will make the purchase at the best possible price. The use of an emergency purchase for failure to anticipate normal needs should be avoided.

Emergency purchases should be limited to the following: Street Department, Police Department, Water or Wastewater Department.

The City Council must approve emergency purchase orders for \$15,000 or more.

### **EQUIPMENT MAINTENANCE AGREEMENTS**

Annual maintenance agreements for office equipment, computer equipment, or other equipment should be filed on a purchase order. These purchase orders can be filed under the same number and paid on a monthly, quarterly or annual basis.

Once a maintenance agreement has been established with a vendor, the user department will be responsible for calling the vendor for maintenance problems. Copies of all maintenance agreements shall be on file with the City Secretary and the Finance Director.

The following information will be needed for the Purchase Order for a maintenance contract:

- a. Description of equipment
- b. Serial number
- c. Accessories under maintenance
- d. Period of contract
- e. Payment schedule

The user department sends a purchase request (along with the original maintenance agreement and invoice where applicable) to the City Finance Department. Then a purchase order will be issued according to steps described in a previous section. This means of accounting for a maintenance agreement specific to a piece of equipment will result in less confusion at the time of renewal.

### **RENTAL AND LEASE EQUIPMENT**

Sealed bids or State of Texas Contracts will accomplish all lease agreements if the amount of the lease is expected to be \$50,000 or more over the term of the lease agreement. Leases should never be used to avoid or circumvent the requirements for competition that would apply to outright purchases. The soundest rule is that any lease of equipment be subject to the requirements for competition that apply to outright purchases. The City Secretary should be notified of the date the equipment is rented/leased and the date the equipment is returned so that an insurance certificate can be obtained and cancelled. The rental/lease agreement should be processed on a purchase order using the same steps as the procedure described in the previous section.

When renting/leasing is the only viable answer to an equipment need, care should be exercised to provide cancellation options that are favorable to the City. The department should identify the source of funding to cover the payments of equipment rental/lease for the entire period of the contract.

### **PROFESSIONAL SERVICES**

"Professional Services" include services which involve mental or intellectual skills, often accompanied by formal certification or licensing by a state agency, such as accounting, architecture, engineering, medicine, planning, economics, law, financial advisory services and scientific or laboratory consulting services.

State laws exempt the procurement of these services from competitive bidding requirements. The City Council should select professional service consultants on the basis of demonstrated competence and qualifications and should negotiate fees on the basis of what is fair and reasonable for the types of services, rather than on a "low bid" basis. Except for architects, engineers and land surveyors, both price and qualifications can be considered in selecting consultants.

In the case where federal funding will be used for professional non-engineering, architectural, or land surveying services, a cost comparison competitive proposal taking cost and qualifications into account will be followed. Where a project is being funded by a federal grant, the City's procurement process will also comply with the federal laws applicable to the City and the particular grant.

In the case of architectural, engineering services or land surveying services a two-step process can be followed, according to §2254, Texas Government Code, the Professional Services Procurement Act. The first step is initial selection of the most highly qualified provider of those services on the basis of demonstrated competence and qualifications (and not considering price); and the second step involves negotiation of a fee with the selected consultant. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the second most qualified consultant may be undertaken, and so forth until a contract is entered into. It is important to keep in mind for engineers, architects and surveyors that price may not be considered in the initial selection of the consultant.

For professional services procurement involving an anticipated fee of \$25,000 or less, the

process described may be followed in an informal manner by the Elected Official/Department Head but must be approved the City Council. For procurements involving an anticipated fee exceeding \$25,000, the Department Head in coordination with the City Manager may use a formal request for proposal procedures.

All contracts for equipment maintenance, equipment lease/rental and Professional Services should be approved by the City Attorney and brought before the City Council for approval and signed by the City Manager.

When a user department wishes to initiate an RFP to procure professional services, it should have the approval of the City Council. The user department will evaluate proposals, or a committee appointed by the City Council. A contract should be approved by the City Attorney based on the RFP and the consultant's proposal prior to being presented to City Council for approval.

### **HIGH TECHNOLOGY PROCUREMENT**

A process similar to sealed bid procedures may be used for the procurement of goods or services of a highly technical nature, including data processing and telecommunications equipment and services. A user department should get approval from the City Council for any such procurement. After approval has been given, a Request for Proposals (RFP) can be sent out.

The procedure for high-technology RFP is:

1. In bidding, the award must be made to the lowest responsible bidder. In a RFP, price and other factors may be considered so that contracts awarded may be to a vendor other than the one offering the lowest price.
2. In bidding, the exact nature of the goods or services needed by the Department must be specified, while in an RFP process, the City may specify only the function to be served by the goods or services, leaving it to the vendors to determine how to achieve the desired function. State Law requires high-technology RFP's to specify the relative importance of price and other evaluation factors. The user department may conduct discussions with offerors after the submission of proposals.
3. The City Council may negotiate with the vendors during these discussions and prior to award of the contract.

### **ANNUAL CONTRACTS**

The user department will request authorization from the City Council to request bids for goods and/or services such as petroleum products, road materials, work uniforms etc. These contracts are much like purchase orders except that a unit price is shown and not a total price. The following statement is included in the terms and conditions of each request for bids that require an annual contract, or longer as approved by the Court:

1. If this bid is accepted and approved by City Council, then this bid becomes **the contract** and there are no oral agreements either expressed or implied.

The user department will continually look for goods and services to purchase on annual contracts to save department budgets and City funds.

### **JOINT PURCHASES**

Occasionally, when it is beneficial to the City of Kyle, the City Council will approve inter-governmental and intra-county joint purchasing, usually by means of a resolution. On an inter-governmental basis, the user department will work with other governments both inside and outside the City.

On an intra-county basis, the user department will coordinate the procurement activities of the departments of the City to maximize the benefits of joint purchasing and annualized contracts for goods and services purchased periodically throughout the year. Additionally, the user department will utilize the existing General Services Commission and other cooperatives to attain the best prices for goods and services.



## Results

Sort: A to Z

Vendor ID	Company Name	Contact Person	Mailing Address	City	State	Zip	Country	Email	Phone	HUB Eligibility	HUB Gender	Small Business	CMBL Status	HUB Status
1204168090600	A&E SIGNS AND GRAPHICS	Patrick Dorsett	1030 W GOFORTH RD	BUDA	TX	78610-3670	USA	pat@aandesigns.com	512-295-7446			Yes	Active	Inactive(N)
1461980388600	A. GARCIA TRUCKING INC	Jorge Garcia	1000 DACY LANE	KYLE	TX	78640	USA	jagarcia019@gmail.com	512-552-9301	HI	M		Inactive(N)	A-Active
1461516405100	ACERO CONSTRUCTION SERVICES, INC.	Juan Garcia	400 BUNTON CREEK	KYLE	TX	78640	USA	JGarcia@acerocs.com	512-845-4321	HI	M	Yes	Inactive(F)	A-Active
1263930622900	ACTIVE DEPLOYMENT SYSTEMS	Simon Elliott	173 FM 3237 STE A	WIMBERLEY	TX	78676-5373	USA	simon@activedeployment.com	866-975-4201			Yes	Active	Inactive(N)
1462974349400	AFFORDABLE GOLF CARS, LLC	Van Watson	1971 N INTERSTATE 35	SAN MARCOS	TX	78666-6717	USA	affordcars@yahoo.com	512-878-1550			Yes	Active	Inactive(I)
1832227799900	ALBAREZ CONSTRUCTION LLC	Joshua Albarez	311 OAK FOREST DR	BUDA	TX	78610-3129	USA	josh@alvarezconstruction.com	800-340-0207	HI	M	Yes	Inactive(N)	A-Active
1833205241600	ALEE, LLC.	Manager/Cesario Trevino	161 PHILLIPS DR	KYLE	TX	78640-6580	USA	cesariontrevino@gmail.com	512-587-8729	HI	M	Yes	Active	A-Active
1741605633500	ALERT SERVICES, INC.	LISA REINKE	PO BOX 1088	SAN MARCOS	TX	78667-2182	USA	jennyc@alerts-services.com	830-372-3333	WO	F	Yes	Active	A-Active
1812504803500	ALL MATTERS OF LIFE LLC	Pres./Sherry P. Hamilton	320 MISTLETOE LN	KYLE	TX	78640-5547	USA	allmattersoflife@yahoo.com	512-749-6071	BL	F	Yes	Inactive(F)	A-Active
1811484218200	ALTAMIRA WATER LLC	Alicia C. Diehl	2640 MARTIN RD ALTAMIRA LLC STE A	DRIPPING SPRINGS	TX	78620-3564	USA	aliciadiehl@gmail.com	512-858-4199	WO	F	Yes	Active	A-Active
1462702124000	AMERICAN TRAILER SOLUTIONS	Tony Collins	PO BOX 2660	SAN MARCOS	TX	78667-2660	USA	tony@ats.expert	512-395-7184			Yes	Active	Inactive(N)
1742764669400	AMY JEANNE WELTON, ATTORNEY AT LAW	Owner/Amy Jeanne Welton	PO BOX 1644	DRIPPING SPRINGS	TX	78620-1644	USA	weltonlaw@gmail.com	830-868-7136	WO	F	Yes	Active	A-Active
1472873866800	ANLAR ENTERPRISES, LLC	Samuel Byrd	1040 FLATHEAD DRIVE #5202	DRIPPING SPRING	TX	78620	USA	Sbyrd@anlarenterprises.com	409-225-1000	HI	M	Yes	Inactive(F)	A-Active
1371749536300	AQUA STRATEGIES, INC.	David Donohue	14101 HWY 290 WEST, BLDG 1600B	AUSTIN	TX	78737	USA	ddonohue@aquastrategies.com	512-826-2604			Yes	Active	Inactive(N)
1472722973500	ARROYO ENVIRONMENTAL CONSULTANTS, LLC	David Flores	161 CUSHMAN DR	KYLE	TX	78640-6351	USA	info@arroyoec.com	512-262-7538	HI	M	Yes	Inactive(N)	A-Active
1834307555400	AUGMENTED TRAINING SYSTEMS	Scott Smith	383 SENECA DR	AUSTIN	TX	78737-4761	USA	scott@augmentedtrainingsystems.com	512-348-5999			Yes	Active	Inactive(N)
1475030700200	AUSTIN ELEVATOR COMPANY, LLC	Sara Fairchild	PO BOX 2202	KYLE	TX	78640-1807	USA	sara@austinelevator.com	512-376-2107	HI	F	Yes	Active	A-Active
1473650239500	AUSTINSTRATEGY, LLC	DONNA R. HOLLIDAY	PO BOX 2570	WIMBERLEY	TX	78676-7470	USA	DONNA.HOLLIDAY@AUSTINSTRATEGY.COM	512-627-6669	WO	F	Yes	Inactive(F)	A-Active
1742582850000	AUSTINTATIOUS ADVERTISING	OWNER/DEBI WITT JONES	12704 PHEASANT RUN	BUDA	TX	78610-2533	USA	tatious@aol.com	512-447-7666			Yes	Active	Inactive(I)
1824566314300	BANNER DEVELOPMENT, LLC	Jenna LeClerc	398 SAPLING DR	DRIFTWOOD	TX	78619-4526	USA	jenna.leclerc@gmail.com	812-345-2015	WO	F	Yes	Inactive(N)	A-Active
1833659719200	BLACK DUCK STUDIO LLC	Tara Azevedo	420 MANCHESTER LN	AUSTIN	TX	78737-4542	USA	info@blackduckaustin.com	512-968-4230	WO	F	Yes	Inactive(N)	A-Active
1820734508500	BLAIR WILDLIFE CONSULTING, LLC	Jennifer Blair	3815 DACY LN	KYLE	TX	78640-4403	USA	Jenny@blairwildlife.com	512-415-9772	WO	F	Yes	Inactive(F)	A-Active
1851799469700	BMORE CONSULTING LLC	Lynn W. Blackmore	160 W BARTLETT DR WEST BARTLETT	BUDA	TX	78610-3269	USA	Lynn.Blackmore@icloud.com	512-844-5526			Yes	Active	Inactive(N)
1831715026800	BRUJULA EHS SOLUTIONS LLC	Aurio Arturo Aleman	130 MYSTIC SHADOW LN	BUDA	TX	78610-2789	USA	brujula.ehsolutions@gmail.com	512-529-4446	HI	M	Yes	Inactive(F)	A-Active
1742725949800	BURCHAM ENVIRONMENTAL SERVICES	Kent Burcham	PO BOX 2496	WIMBERLEY	TX	78676-7396	USA	BES@BurchamEnvironmental.com	512-396-5725			Yes	Active	Inactive(N)
1822950198800	C J HOUSING ASSOCIATES, LLC	CHRISTIA M. JARBOE	303 SUTTLES AVE UNIT B	SAN MARCOS	TX	78666-5270	USA	CJARBOE52@GMAIL.COM	361-510-9090	WO	F	Yes	Inactive(N)	A-Active
1841752226700	CABU BOTANICALS, LLC	Michelle Buse	700 CLEAR LAKE DR	WIMBERLEY	TX	78676-6231	USA	shelly@cabubotanicals.com	512-256-2228	WO	F	Yes	Active	A-Active
1742849417700	CAPITOL SYSTEMS INC	DAVID BALEY	1405 SHELTON RANCH RD	DRIPPING SPGS	TX	78620-3739	USA	dbaley@capsysinc.com	888-422-7797	WO	F	Yes	Active	A-Active
1464395783100	CASTILLO CONSULTING & PROFESSIONAL SERVI	Margaret Castillo	658 COVENT DR.	KYLE	TX	78640	USA	castillo122613@gmail.com	512-573-2165	HI	F		Inactive(N)	A-Active
1472749211900	CASTO LOPEZ CONCRETE LLC	Casto Lopez	1955 FM 2001 SUITE 200	BUDA	TX	78610	USA	info@castolopezconcretelc.com	512-523-8295	HI	M		Inactive(N)	A-Active
1810937342500	CDS GRAPHICS, LLC	President / Cheryl Sandefur	114 SILLA SENDERO	WIMBERLEY	TX	78676	USA	sheri@wimvalley.com	512-415-4408	WO	F	Yes	Inactive(N)	A-Active
1842756560300	CENTRAL TEXAS PLANNING LLC	Colt Amberg	548 HUCK FINN TRL	DRIPPING SPRINGS	TX	78620-4499	USA	camberg@centexplanning.com	623-340-1645	DV	M	Yes	Active	A-Active
1462289602600	COMMON PRACTICE	Dondi Briones	450 PALAMINO RD	KYLE	TX	78640-4409	USA	commonpractice@hotmail.com	512-775-3386	HI	M	Yes	Active	A-Active
1203186127600	COMPUTER CORPS	Steven L Burkland	16214 CRYSTAL HILLS DR	AUSTIN	TX	78737-9009	USA	lburkland@austin.rr.com	512-829-4307			Yes	Active	Inactive(N)
1061817188700	CONAWAY CONSULTING, INC.	DEBORAH M. CONAWAY	169 PAULINE CV	KYLE	TX	78640-2201	USA	debbie@conawayconsulting.com	512-587-1850	WO	F	Yes	Inactive(F)	A-Active
1742847708100	CORE STRATEGIES, INC.	Susan Narvaiz	102 WONDER WORLD DR SUITE 304 PMB 304	SAN MARCOS	TX	78666-6076	USA	mayorsusan@corestratinc.com	512-757-0346	WO	F	Yes	Inactive(N)	A-Active
1463226923000	CR ELECTRIC & SUPPLY LLC	Shelley Nelson	800 DRIPPING SPRINGS RANCH RD	DRIPPING SPGS	TX	78620-4230	USA	snelson@crelectricsupply.com	512-517-6706	WO	F	Yes	Active	A-Active
1263057049200	CRAGG'S DO IT BEST LUMBER AND	DOUGLAS CRAGG	HOME CENTER II INC. P O BOX 1689	WIMBERLEY	TX	78676	USA	CRAGGS@GVTCCOM	512-847-5232	WO	F	Yes	Active	A-Active
1814057622600	CRAKES HOSPITALITY LLC	Margaret Crakes	200 FM 3237	WIMBERLEY	TX	78676-2162	USA	wimberleyinn@gmail.com	512-847-3750	WO	F	Yes	Inactive(F)	A-Active
1010795809100	CRYOGENIC PLASTICS INC.	Matt Darst	PO BOX 2040 1098 WINDY HILL ROAD	KYLE	TX	78640-1803	USA	matt@cpitx.com	512-295-2683			Yes	Active	Inactive(N)
1843834509400	CTSER, LLC	Tim McCoy	895D S LOOP 4	BUDA	TX	78610-5826	USA	tim@ctserllc.com	512-497-8710			Yes	Active	Inactive(N)
1742955458100	CUATRO CONSULTANTS, LTD.	Hugo Elizondo Jr PE Manager	PO BOX 2579	KYLE	TX	78640-1815	USA	hugo@cuatroconsultants.com	512-565-9040			Yes	Active	Inactive(X)
1742911623300	CUSTOMER RESEARCH INT'L	Michelle Vrudhula	135 S GUADALUPE ST	SAN MARCOS	TX	78666-5531	USA	michelle@cri-research.com	512-757-8102	AS	M	Yes	Active	A-Active
1204084856100	CX2 CONSTRUCTION, INC.	Stephanie Conner	19507 FM 150 W	DRIFTWOOD	TX	78619	USA	stephaniec2@gmail.com	512-858-9203	WO	F		Inactive(N)	A-Active
1454493174500	DANDY PLANNING LLC	Meridith Prescott	3470 JACK C HAYS TRL SUITE 1	BUDA	TX	78610-9458	USA	meridith@gapstrategies.com	512-312-9683			Yes	Active	Inactive(X)
1800875925200	DEL PRADO DIETZ, PLLC	Manager/Elly Del Prado Dietz	323 W. HOPKINS STREET	SAN MARCOS	TX	78666	USA	elly@delpradodietz.com	512-878-0999	HI	F	Yes	Inactive(N)	A-Active
1824076901000	DESSERT KART LLC	Dessert Kart LLC	1425 AMBERWOOD LOOP	KYLE	TX	78640-5271	USA	Dessertkartinfo@gmail.com	512-960-5470	BL	F	Yes	Inactive(N)	A-Active
1811126403400	DIGITAL SYNAPSE, LLC	Robert Parkhurst	102 WONDER WORLD DR STE 304-210	SAN MARCOS	TX	78666-6076	USA	contracting@digitalsynapse.io	512-621-9981			Yes	Active	Inactive(N)
1822301324600	DISTRICT35 SECURITY & INVESTIGATIONS LLC	Geraldine Taylor	174 S GUADALUPE ST STE 103 103	SAN MARCOS	TX	78666-5567	USA	district35south@gmail.com	512-216-6211			Yes	Active	Inactive(N)
1271255739100	DOUBLE S MARKETING, LP	Pres/Shelley S. Nelson	800 DRIPPING SPRINGS RANCH ROAD	DRIPPING SPRINGS	TX	78620	USA	snelson2521@gmail.com	512-517-6706	WO	F	Yes	Inactive(N)	A-Active
1803174070900	DRONEBLOCKS, LLC.	Dennis Baldwin	PO BOX 1036	DRIPPING SPRINGS	TX	78620-1036	USA	db@droneblocks.io	214-738-3404	AS	M	Yes	Active	A-Active
1454038893200	DUFFIN CONSTRUCTION, LLC	Pres./Teresa Duffin	350 OLD RED RANCH RD	DRIPPING SPRINGS	TX	78620-1215	USA	teresa@duffincustomhomes.com	512-413-2393	WO	F	Yes	Inactive(F)	A-Active
1050604684500	DURAPLAY, INC.	Nicole Yardas	150 BROWNSON LN	DRIFTWOOD	TX	78619-9108	USA	nicole@duraplay.com	512-847-2473			Yes	Active	Inactive(N)
1830840050800	EAGLE FLAG PRODUCTS, INC.	Pres./Lisa Pitcher	PO BOX 500	WIMBERLEY	TX	78676-0500	USA	lisa@emflag.com	512-847-0010			Yes	Active	Inactive(N)
1432046376400	EAGLE UNITED USA, INC.	Office Manager/Desiree	PO BOX 500	WIMBERLEY	TX	78676-0500	USA	info@eaglemountainflag.com	512-847-0010	WO	F	Yes	Inactive(F)	A-Active
1454725477200	EASTCREEK DESIGNS, LLC	OWNER/MARIPAT POWERS	1280 DRIFTING WIND RUN	DRIPPING SPRINGS	TX	78620-4180	USA	maripat@eastcreekdesigns.com	512-858-2858			Yes	Active	Inactive(I)
1475559985000	ECCLECTIC INNOVATIVE SOLUTIONS LLC	Brian Fletcher	204 SADDLE BLANKET DR	DRIPPING SPGS	TX	78620-2728	USA	brian.fletcher@eigov.com	737-999-1907	DV	M	Yes	Active	A-Active
1270436655300	EDGE ELECTRIC, INC.	RUSSELL JOHNSON	PO BOX 252	DRIFTWOOD	TX	78619-0252	USA	RUSSELL@EDGEELECTRICINC.COM	512-853-9647	WO	F	Yes	Inactive(F)	A-Active
1814227432500	ELENA Q. MEDIA & CONSULTING LLC	Elena Quezada Rodriguez	907 CANYON WREN	BUDA	TX	78610	USA	eqmediaconsulting@gmail.com	512-784-3277	HI	F		Inactive(N)	A-Active

1811443435200	ELIZABETH ARCEAUX P.E.	ELIZABETH ARCEAUX	113 N JOHNSON AVE	SAN MARCOS	TX	78666-4126	USA	elizabeth.arceaux@austin.rr.com	512-644-1927	WO	F	Yes	Inactive(F)	A-Active
1473345335200	ELK RIDGE CONSTRUCTION, LIMITED	RHONDDA COTTEN	LIABILITY COMPANY 451 LA BUENA VISTA DR	WIMBERLEY	TX	78676-3639	USA	RHONDDA@ELKRIDGECONSTRUCTIONLLC.COM	512-845-9000	WO	F	Yes	Inactive(F)	A-Active
1070389524200	ENGLE CONSULTING GROUP	Cheryl Engle	101 SCENIC CANYON LANE	WIMBERLEY	TX	78676	USA	cengle@austinctc.edu	512-731-4340	WO	F		Inactive(N)	A-Active
1260203041800	ENVIRONMENTAL SAFETY SERVICES INC.	JOEY LOPEZ	14101 W HIGHWAY 290 BLDG. 400C	AUSTIN	TX	78737-9330	USA	enviros@hotmail.com	512-989-2259	HI	M	Yes	Inactive(F)	A-Active
1851018060900	ESSENTIAL SANITIZING SOLUTIONS, INC.	Cali Bittick	12440 TRAIL DRIVER ST SUITE 309	AUSTIN	TX	78737-9552	USA	Calib@texas-ess.com	800-749-9651			Yes	Active	Inactive(N)
1742662468400	EXCELL ENVIRONMENTAL, INC.	President/Susan Rollins	PO BOX 1675	BUDA	TX	78610-1675	USA	susan.rollins@excellfs.com	512-280-5230	WO	F	Yes	Active	A-Active
1830357247500	FIRST MEDICAL RESPONSE OF TEXAS, INC.	EDWIN E. REYES	854 WILD ROSE DR	AUSTIN	TX	78737-4738	USA	edwin@firstmedicalresponse.org	512-233-4929	HI	M	Yes	Active	A-Active
1263964798600	FLATWAREMEDIA DESIGNS	Partner/Nikki Smith	85 WOODCREEK DR	WIMBERLEY	TX	78676-3335	USA	hub@flatwaremedia.com	512-920-0008	WO	F	Yes	Inactive(F)	A-Active
1814024190400	FLEXIBLE OR SOLUTIONS LLC	VP of Sales / Scott Hodsdon	358 BROKEN LANCE	DRIPPING SPGS	TX	78620-5336	USA	shodsden23@gmail.com	512-813-0623	WO	F	Yes	Inactive(N)	A-Active
1832006968700	FLORES REMODELING & CONSTRUCTION	Yolanda Flores	1830 MATHIAS LANE	KYLE	TX	78640	USA	floresremodel18@gmail.com	512-413-8730	HI	F		Inactive(N)	A-Active
1814761639700	G-IT GOING LLC	Pres. & CEO/Marie Glynn	319 PARKSIDE DR	SAN MARCOS	TX	78666-2570	USA	marie@g-it.us	800-770-1742	AS	F	Yes	Inactive(F)	A-Active
1742763193600	GALLUP ENGINEERING	Owner / RUTH ANNE GALLUP	2019 CLOVIS BARKER ROAD	SAN MARCOS	TX	78666	USA	anne@gallupengineering.com	512-392-3816	WO	F	Yes	Inactive(F)	A-Active
1272831481100	GARCIA J CONTRACTORS INC	Juan Garcia	PO BOX 1649	BUDA	TX	78610-1649	USA	garciajcontractors@gmail.com	512-965-4274	HI	M	Yes	Inactive(F)	A-Active
1261718469700	GOEBLER TCS, INC.	Pres./Jennifer Goebler	P. O. BOX 1241	BUDA	TX	78610	USA	jennifergoebler@tempcontrolspecialists.com	512-292-6209	HI	F	Yes	Inactive(N)	A-Active
1464139174400	GR CONTRACTORS, L.L.C.	Nica Guzman	156 CARAWAY	KYLE	TX	78640-5567	USA	nica@grcontractors.com	512-710-2000	HI	F	Yes	Inactive(F)	A-Active
1203154749500	GRAY TECHNOLOGIES	Owner, DEBRA GRAY	13062 HWY 290 W	AUSTIN	TX	78737	USA	debbie@gray-tech.com	512-264-2075	WO	F	Yes	Inactive(F)	A-Active
1203779142800	HALF OFF FIREWORKS LLC	Thomas Brownson	1125B AVENIDA HIGH VW	DRIFTWOOD	TX	78619-2119	USA	thomas@12fw.com	512-721-2411			Yes	Active	Inactive(N)
1261926309300	HEALTH TRAINING SERVICES, LLC	Pres./Gail E Zavala	3700 N STATE HIGHWAY 123 SUITE 3	SAN MARCOS	TX	78666-9702	USA	gail@myhealthtrainingservices.com	512-754-9647	WO	F	Yes	Inactive(F)	A-Active
1823349141600	HURRYBACK CATERING, LLC	Chenitha Ellis	256 FIRWOOD N.	KYLE	TX	78640	USA	onewomanatwork@yahoo.com	512-766-5515	BL	F		Inactive(N)	A-Active
1760681145700	IDENTITY CONCEPTS, INC.	Owner/DULCI T. RAO	1070 TORO PASS	WIMBERLEY	TX	78676	USA	DULCIR@AOL.COM	281-414-4851	WO	F	Yes	Inactive(F)	A-Active
1843181198500	INKCOW	David Padilla	4700 CROMWELL DR 1215	KYLE	TX	78640-2428	USA	david@inkcowprints.com	830-481-0703			Yes	Active	Inactive(X)
1471489507600	INSPIRED SOLUTIONING GROUP LLC	Alicia Thrasher	600 OAK FOREST DR	DRIPPING SPRINGS	TX	78620-3140	USA	alicia@inspiredsolutioning.com	512-906-7083	WO	F	Yes	Inactive(F)	A-Active
1431992559100	J A ROAD BORING, INC.	Armando Garcia	1000 DACY LANE	KYLE	TX	78640-5143	USA	jaroadboring@yahoo.com	512-268-4312	HI	M		Inactive(N)	A-Active
1274437174600	JBK ELECTRIC, LLC	J.R. Ketter	5847 FERGUS	KYLE	TX	78640	USA	jr@jbkelectric.com	512-561-9956	WO	F	Yes	Inactive(F)	A-Active
1742982892800	JCF BRIDGE & CONCRETE	Glenn McMillan	1300 GATLIN CREEK RD E APT B	DRIFTWOOD	TX	78619-9127	USA	glenn.m@jcf-bridge.com	512-858-6742			No	Active	Inactive(N)
1464816761800	JECKER FIELD SERVICES, INC.	Jayne Jecker	3413 HUNTER RD	SAN MARCOS	TX	78666-5864	USA	jsiecker@jeckerfieldservices.com	512-470-7335	WO	F	Yes	Active	A-Active
1813293567900	JL POWERS STAFFING, LLC	Mark Roberts	1280 DRIFTING WIND RUN	DRIPPING SPGS	TX	78620-4180	USA	mark.a.roberts@outlook.com	512-858-1317	WO	F	Yes	Inactive(F)	A-Active
1742970719700	JOHN PENNEY II ELECTRICAL, INC.	SECT/APRIL PENNEY	291 LUKAS TRL	DRIPPING SPRINGS	TX	78620-2542	USA	pennelectrical@att.net	512-484-0122			Yes	Active	Inactive(N)
1264131513500	JUAN DEANDA TRUCKING LLC	Juan DeAnda Jr.	PO BOX 1311	SAN MARCOS	TX	78667-1311	USA	juandeandatruckingllc@yahoo.com	512-748-1537	HI	M	Yes	Active	A-Active
1760027079100	K-W CONSTRUCTION, INC.	Ernesto B Gonzalez	320 BARNES DR STE 109	SAN MARCOS	TX	78666-6173	USA	estimating@k-wconst.com	512-353-5900			Yes	Active	Inactive(N)
1742873362400	KIVA, INC.	Gary Griffin	1501 HILLSIDE TER	BUDA	TX	78610-5756	USA	gary.griffin@kiva-inc.com	512-295-8900			Yes	Active	Inactive(N)
1463951688000	KYLE LANDSCAPING SERVICES, LLC	DIEGO RANGEL	110 DASHELLE RUN	KYLE	TX	78640-4945	USA	kylelandscapingervices@live.com	512-787-9989			Yes	Active	Inactive(I)
1471048260600	L.J. POWER, INC	James Davis	12707 NUTTY BROWN RD BUILDING F	AUSTIN	TX	78737-9249	USA	j.davis@ljpower.net	737-703-5000			Yes	Active	Inactive(N)
1272849234400	LEWIS CONCRETE RESTORATION	Sherry L Lewis	405 WARE DR	BUDA	TX	78610	USA	slewis@lewisconcreterestoration.com	512-983-3283	HI	F		Inactive(N)	A-Active
1463577257800	LIMON, LLC	Christopher Limon	8409 FM 2001	KYLE	TX	78640	USA	jktmh@outlook.com	323-229-3337	HI	M	Yes	Inactive(F)	A-Active
1331183541000	LIQUID WASTE SOLUTIONS, LLC	Sammie Tritico	PO BOX 1437	BUDA	TX	78610-1437	USA	stritico@liquidwastetx.com	512-529-8816	WO	F	Yes	Inactive(F)	A-Active
1261604236700	LOVEJOY CONSTRUCTION	Rachael Lovejoy	528 EMMA LOOP	AUSTIN	TX	78737-1440	USA	rachael@lovejoyconstruction.com	512-553-2006	WO	F	Yes	Inactive(N)	A-Active
1474430302600	LUNATEK SOLUTIONS, LLC	Peter Singer	13425 MADRONE MOUNTAIN WAY	AUSTIN	TX	78737-8826	USA	peter@lunateksolutions.com	512-710-8351	HI	F	Yes	Active	A-Active
1954893588100	LYNX CONTRACTORS INC	Kyle Burcham	2626 HUNTER RD SUITE #104	SAN MARCOS	TX	78666-5144	USA	kyle@lynxcontractors.com	512-216-6229			Yes	Active	Inactive(I)
1272034726400	M2 FEDERAL INC.	Mike Scheiern	705 W HOPKINS ST STE 112	SAN MARCOS	TX	78666-4379	USA	Mike.Scheiern@m2federal.com	512-878-1050	DV	M	Yes	Inactive(F)	A-Active
1742952363600	MCSADDEN'S AUTOMOTIVE, INC.	Raymond McSpadden	PO BOX 1740	BUDA	TX	78610-1740	USA	raymond@mcspaddingautomotive.com	512-326-8411			Yes	Active	Inactive(N)
1850818416700	MECHANICAL MATERIALS, LLC	Maria Anita Herrera	PO BOX 16	KYLE	TX	78640-0016	USA	mariaann@mechanicalmaterials.com	512-529-8971	HI	F	No	Active	A-Active
1263930450500	MEDEL PAINTING, INC.	Rafael Medel	PO BOX 988	BUDA	TX	78610-0988	USA	rmedel@medelpaintinginc.com	512-312-4508	HI	M	Yes	Active	A-Active
101094977500	MEJ UTILITY CONSTRUCTION LLC	Tony Mejia	313 GREEN PASTURES DR	KYLE	TX	78640-9516	USA	tony_mej@yahoo.com	512-312-9524	HI	M	Yes	Inactive(N)	A-Active
1812246318700	MIKE WILLIAMS	Michael R. Williams	530 LINDEN LOOP	DRIFTWOOD	TX	78619-4497	USA	mwmgconsult@aol.com	210-483-3364	DV	M	Yes	Inactive(F)	A-Active
1273236073500	MILFORD CONSULTING, LLC	President / Kathy Milford	PO BOX 279	DRIPPING SPGS	TX	78620-0279	USA	milfordconsulting@gmail.com	512-426-7013	WO	F	Yes	Active	A-Active
1833695944200	MINDRISE LEARNING, LLC	Donna Drake	1150 ENCHANTED OAKS DR	DRIFTWOOD	TX	78619	USA	info@mindriselearning.com	512-663-6210	AI	F	Yes	Inactive(N)	A-Active
1311502439300	MOBILITYWORKS	Scott Gibbons	239 COMMERCIAL DR	BUDA	TX	78610-3525	USA	scott.gibbons@mobilityworks.com	512-523-6485			No	Active	Inactive(N)
1261854618300	MOMIX SOLUTIONS, INC.	Pres./Erin Latham	15552 FITZHUGH RD	DRIPPING SPRINGS	TX	78620-5142	USA	info@momixsolutions.com	512-423-2932	WO	F	Yes	Inactive(F)	A-Active
1204668386300	MOON GLEAM LLC DBA CAFFEINE INTERACTIVE	Sharon DeVries	505 BENDING OAK DR	DRIPPING SPRINGS	TX	78620-3904	USA	info@caffeineinteractive.com	855-560-6286	WO	F	Yes	Inactive(F)	A-Active
1201916139200	MORALES FLOOR COVERING INC	Maria Luisa Morales	98 REBEL DRIVE	BUDA	TX	78247	USA	marialuisamoraless1959@gmail.com	210-884-1090	HI	F		Inactive(N)	A-Active
1611468153500	MURRAY CONSTRUCTION	Karen Hogan	PO BOX 103	BUDA	TX	78610	USA	khogan2@austin.rr.com	512-295-9822	WO	F		Inactive(N)	A-Active
1331107017400	MYERS CONCRETE CONSTRUCTION, LP	President of /Charlene Myers	PO BOX 2928	WIMBERLEY	TX	78676-7828	USA	charlene@myersconcrete.com	512-847-8000	WO	F	Yes	Inactive(F)	A-Active
1812430755600	MYRA SPECTOR, INC.	Myra Spector	213 TULLEY COURT	WIMBERLEY	TX	78676	USA	myra@spectorresearch.com	512-632-7196	HI	F	No	Active	A-Active
1473852124500	N&S DOMESTICS	Sylvia Gallo	1645 MAIN ST SUITE A	BUDA	TX	78610-5044	USA	nsdomestics@gmail.com	512-262-0183	HI	F	Yes	Inactive(Z)	A-Active
1824092697400	NATIONAL REINFORCEMENT STEEL LLC	Sylvia Gallo	1645 MAIN ST STE A	BUDA	TX	78610-5044	USA	rgallo@national-rebar.com	512-925-0948	HI	F	Yes	Inactive(F)	A-Active
1824568364600	NEPTUNE SUPPLY LLC	Kris Bittick	2913 HUNTER RD STE. 611	SAN MARCOS	TX	78666-6402	USA	kris@neptunesupply.net	972-822-6888	WO	F	Yes	Inactive(F)	A-Active
1742549100200	NIGHT HAWK FROZEN FOODS	Leanne Logan	100 NIGHTHAWK CIR	BUDA	TX	78610	USA	llogan@nighthawkfoods.com	512-295-4166	WO	F		Inactive(N)	A-Active
1824058991300	NOTHING UNTOUCHED COMMERCIAL CLEAN	TERRI ORTIZ	350 BONANZA ST	KYLE	TX	78640-2905	USA	UNTOUCHEDTHC2015@GMAIL.COM	512-825-4552	HI	F	Yes	Active	A-Active
1742861021000	OAK HILL TECHNOLOGY INC.	Thomas Brownson	19690 RANCH ROAD 12	DRIFTWOOD	TX	78619-2012	USA	tbrownson@OAKHILLTECH.COM	512-842-1000	WO	F	Yes	Active	A-Active
1760553327600	OILFIELD PRODUCTS INTERNATIONAL, INC.	Paul Tompkins	271 MILLENNIUM DR	KYLE	TX	78640-2243	USA	orders@oilfield-products.com	512-262-6100	WO	F	Yes	Active	A-Active
1833225695900	OPTIMIZE PROFESSIONAL LEARNING, LLC	Dr. Kim Pool	121 CAMP CREEK CT	BUDA	TX	78610-2775	USA	kimpool@optimizepl.com	512-745-4760	WO	F	Yes	Active	A-Active
1204705660600	ORTEGA ELECTRICAL SOLUTIONS	Daniel Ortega	125 N GUADALUPE ST STE 101	SAN MARCOS	TX	78666-5677	USA	dortega@ortegaelectrical.com	512-392-6911	HI	M	Yes	Inactive(N)	A-Active
1851140737300	ORTIZ CONSTRUCTION GROUP LLC	Javier Ortiz	301 TEAL LN	KYLE	TX	78640	USA	javierortiz@ortizconstructiongroup.net	512-781-1088	HI	M	Yes	Active	A-Active

1465152396200	OSBORN CONSULTING GROUP, LLC	TyAnn R Osborn	651 MARTIN RD	DRIPPING SPGS	TX	78620-3506	USA	tyann@tyannosborn.com	512-422-8377			Yes	Active	Inactive(N)
1830368516000	PAK MAIL OF SAN MARCOS	Judy Johnson/Gail Penn	102 WONDER WORLD DR STE 304	SAN MARCOS	TX	78666-6070	USA	pakmail_sanmarcos@yahoo.com	512-393-3420	DV	M	Yes	Inactive(N)	A-Active
1264222479900	PARABELLUM RESEARCH, LLC	Anthony Mowry	396 MILLENNIUM DR	KYLE	TX	78640-5142	USA	amowry@pbrammo.com	512-668-4351			Yes	Active	Inactive(N)
1825111501200	PATHMARK TRAFFIC EQUIPMENT, LLC	Rick Brushhaber	P.O. BOX 1066	SAN MARCO	TX	78667	USA	bids@pathmark.net	512-392-2090			No	Active	Inactive(N)
1742754934400	PEGGY JONES PROPERTIES INC.	Peggy Jones	314 E HUTCHISON ST	SAN MARCOS	TX	78666-5764	USA	Peggy@austinsa.com	512-805-8226			Yes	Active	Inactive(I)
1825083101500	PERSEVERENT CONSULTING LLC	CEO/Jessy Milner	111 SERENITY CT	AUSTIN	TX	78737-4515	USA	jessymilner1@gmail.com	703-927-2584	DV	M	Yes	Inactive(F)	A-Active
1843844960700	PHOENIX MAINTENANCE SUPPLY COMPANY, LLC	Brea Black	31305 RANCH ROAD 12	DRIPPING SPRINGS	TX	78620-3740	USA	brea@phoenixsupplyco.com	216-904-6046			Yes	Active	Inactive(N)
1821164310300	PRIME CONCRETE CONSTRUCTION	Enrique Alonzo	121 SPRING BRANCH LOOP	KYLE	TX	78640	USA	ealonzo2524@outlook.com	773-858-6634	HI	M		Inactive(N)	A-Active
1800677626600	Q & A FLOORING, LLC.	MARK QUINONEZ	P. O. BOX 1522	KYLE	TX	78640	USA	mark@qaflooring.com	512-970-7659	HI	M	Yes	Inactive(N)	A-Active
1474258638200	R.CANO TRUCKING	raul cano gasca	182 PLUMBAGO CV	BUDA	TX	78610-9007	USA	rcanotrucking@yahoo.com	512-762-1217	HI	M		Inactive(N)	A-Active
1742966598100	RAMI TRANSPORTATION INC	Ervin Rojo	PO BOX 2339	KYLE	TX	78640-1810	USA	ervinrojo@gmail.com	512-773-5612	HI	M	Yes	Inactive(F)	A-Active
1800345488300	REMOLINO, INC.	Owner/Joel L. Garcia	181 TRADEMARK DR.	BUDA	TX	78610-0000	USA	Joel@bcstx.com	512-454-9090	HI	M	Yes	Inactive(F)	A-Active
1814550796000	RISE THERAPIES, LLC	Camille Hernandez	2014 HEARTHSTONE DR	SAN MARCOS	TX	78666-2278	USA	Camille@risetherapies.net	512-710-5235	WO	F	Yes	Inactive(N)	A-Active
1742258587100	RSI, INC	Harish Malkani	1670 KOHLERS CROSSING	KYLE	TX	78640-6052	USA	hmalkani@rsi-cri.com	512-268-7500	AI	M	Yes	Inactive(F)	A-Active
1465218100000	RUCOBA & MAYA CONSTRUCTION, LLC	Florencio Maya	35 FLINT RD	KYLE	TX	78640-4532	USA	florencio@rmconstructiongroup.com	512-870-7904	HI	M	Yes	Inactive(N)	A-Active
1472786174300	SAL'S HOUSE OF TINT, LLC	Michelle Hurtado	2605 S INTERSTATE 35 STE 100B	SAN MARCOS	TX	78666-5963	USA	michelle@salshouseoftint.com	512-757-8716	HI	F	Yes	Active	A-Active
1270723251300	SAN MARCOS INTERPRETING SERVICE	Cheryl K. Bailey	2706 LESLIE LN	SAN MARCOS	TX	78666-5185	USA	sanmarcosinterp@yahoo.com	512-754-8047			Yes	Active	Inactive(I)
1834046876000	SECRET ENTERPRISES, LLC	Alonzo Secrett	1101 LEAH AVE APT 1101	SAN MARCOS	TX	78666-7633	USA	secrettenterprises@gmail.com	512-919-2956			Yes	Active	Inactive(N)
1812317024500	SENTENTIA VERA, LLC	Teresa Carbajal Ravet	1081 HIDDEN HILLS DR	DRIPPING SPGS	TX	78620-3936	USA	tcravet@SententiaVera.com	512-633-4327	HI	F	Yes	Inactive(F)	A-Active
1475629658900	SERNA'S TRUCKING	CLAUDIA E. SERNA	PO BOX 2100	KYLE	TX	78640-1804	USA	serna.trucking@gmail.com	512-466-7084			Yes	Active	Inactive(D)
1455096017400	SI MECHANICAL LLC	Riley Sullivan	PO BOX 1589	BUDA	TX	78610-1589	USA	rileys@simechanical.com	512-593-6026			Yes	Active	Inactive(N)
1742985043500	SIGN CRAFTERS, INC.	Pres./Sarah Vaughan	2401 S INTERSTATE 35	SAN MARCOS	TX	78666-5922	USA	sarah@signcrafters.net	512-392-0900	WO	F	Yes	Inactive(N)	A-Active
1821810189900	SKY HIGH QUALITY SIGNS, INC.	Karen Pagitt	211 PADDINGTON DR	KYLE	TX	78640-5509	USA	shqsigns@gmail.com	512-504-3283			Yes	Active	Inactive(N)
1474525166100	SPECIFIED WATER SYSTEMS, LLC	Christy Langendoen	PO BOX 942	DRIPPING SPGS	TX	78620-0942	USA	christy@specwater.com	512-301-5632	AI	M	Yes	Inactive(F)	A-Active
1743021972900	SPITZER & ASSOCIATES, INC.	CANDY SPITZER	302 CYPRESS CREEK LN	WIMBERLEY	TX	78676-3642	USA	candy@spitzerassociates.com	512-478-8660	WO	F	Yes	Active	A-Active
1204155833400	STATEHOUSE GROUP	Owner/MRIDUL RAHMAN	405 ASPEN DRIVE	AUSTIN	TX	78737	USA	MRIDUL@STATEHOUSEGROUP.COM	512-797-1038	AS	M	Yes	Inactive(N)	A-Active
1821763254800	SUCCESSFUL PROJECTS	Renee Adair	PO BOX 1341	DRIPPING SPRINGS	TX	78620-1341	USA	reneeadair@successfulprojects.com	512-656-7625	WO	F	Yes	Inactive(F)	A-Active
1473219361100	SUN STAR SERVICES LLC	LESTELLA VALLEY	400 WIMBERLEY OAKS DR	WIMBERLEY	TX	78676-4675	USA	LESTELLA@SUNSTARSERVICES.GURU	512-618-5150	WO	F	Yes	Inactive(F)	A-Active
1271588067500	SUR-POWR BATTERY SUPPLY	Andrew J Cox	1718 N INTERSTATE 35	SAN MARCOS	TX	78666-6714	USA	surpowrsales@gmail.com	512-396-7107	WO	F	Yes	Active	A-Active
1743236236000	T.A. SHELL GROUP, LLC	Teresa Shell	13500 RANCH ROAD 12 SUITE B	WIMBERLEY	TX	78676-5975	USA	teresa@tashellgroup.com	512-538-5475	WO	F	Yes	Inactive(N)	A-Active
1742921734600	T9 FACILITY MAINTENANCE	Johnny Townsend	555 REBEL RD UNIT 445	KYLE	TX	78640-1918	USA	townsend.johnny@t9biz.com	512-878-7565	BL	M	No	Inactive(N)	A-Active
1821444188500	TABORDA TEXAS, LLC	Donna R Holliday	PO BOX 2570	WIMBERLEY	TX	78676-7470	USA	donna.holliday@tabordatexas.com	512-627-6669	WO	F	Yes	Inactive(F)	A-Active
1262064065100	TCC SERVICES LLC	President/Jennifer M. Stanley	102 WONDER WORLD DR. STE. 304-145	SAN MARCOS	TX	78666	USA	tccservices@austin.rr.com	512-557-4416	WO	F	Yes	Inactive(N)	A-Active
1461383115600	TECHNICAL DESIGN GROUP, LLC	Patricia H. Miller/President	191 TEAL LN	KYLE	TX	78640-4001	USA	trish@tdg-texas.com	512-905-1761	WO	F	Yes	Inactive(N)	A-Active
1742662819800	TELE NETWORK INC.	Christine Henley	PO BOX 2479	SAN MARCOS	TX	78667-2479	USA	Christine.henley@onesupport.com	512-707-3110	HI	M	No	Active	A-Active
1742895614200	TELECOM AMERICA SERVICES, INC.	Nancy Stewart	2019 CLOVIS BARKER RD	SAN MARCOS	TX	78666	USA	NSTEWART@TELECOM-AMERICA.COM	512-754-9150	WO	F	Yes	Inactive(F)	A-Active
1204669953900	TEXAS BINDERY SERVICE	Keith Nagy	PO BOX 727	BUDA	TX	78610-0727	USA	keith@texasbindery.com	512-985-5054			Yes	Active	Inactive(N)
1841866006600	TEXAS FREIGHT LLC	Jason Bialaszewski	201 BRISTOL RD	BUDA	TX	78610	USA	jasonbialaszewski@gmail.com	512-213-7377			Yes	Active	Inactive(N)
1364577339400	TEXAS GOVERNMENT SOLUTIONS	Pres./Roy Mata	216 TOWERING CEDAR DRIVE	DRIFTWOOD	TX	78619	USA	rmata@tgsaustin.com	512-468-0113	HI	M	Yes	Inactive(F)	A-Active
1472511480600	TGB CONSTRUCTION RESOURCES, L.L.C.	ANTONIO URESTI, JR.	181 CIMARRON PARK LOOP SUITE C	BUDA	TX	78610-2852	USA	TURESTI@TGBCONSTRUCTIONRESOURCES.COM	512-730-9805	HI	M	Yes	Active	A-Active
1821396392100	THE SANDOVAL GROUP, LLC	Steven Sandoval	PO BOX 531	BUDA	TX	78610-0531	USA	TSGConstruction.TX@gmail.com	512-214-3700	DV	M	Yes	Inactive(F)	A-Active
1461824044500	THE WORD WOMAN	Andrea Moynihan	1140 TOM SAWYER RD	DRIPPING SPGS	TX	78620-4386	USA	andrea@thewordwoman.com	512-466-6957	AI	F	Yes	Inactive(N)	A-Active
1208283277000	THOMPSON-HAMILTON ENGINEERING LLC	Jonathan Thompson	283 CATALINA LANE	AUSTIN	TX	78737	USA	admin@atlasdgn.com	512-791-1175	HI	M	Yes	Inactive(F)	A-Active
1812126738100	TICO DEVELOPMENT, LLC	Tiffany Cornelius	125 HOMETOWN PKWY	KYLE	TX	78640-5710	USA	tcornelius@realtextdevelopment.com	512-565-8945	WO	F	Yes	Inactive(N)	A-Active
1453954336400	TORO CANYON CONSULTING, LLC	Jessica Myers	PO BOX 1103	DRIPPING SPGS	TX	78620-1103	USA	jessica@torocanyonconsulting.com	512-696-1685	WO	F	Yes	Inactive(M)	A-Active
1832676533800	TRACTOR CONSTRUCTION, LLC	Tim Roach	102 WONDER WORLD DR STE 304	SAN MARCOS	TX	78666-6076	USA	tim@tractorconstruction.com	512-898-9543			Yes	Active	Inactive(N)
1742980830000	TRITON INDUSTRIES INC	Chris Hernandez	PO BOX 1611	SAN MARCOS	TX	78667-1611	USA	estimating@millwork-services.com	512-805-0665	HI	M		Inactive(N)	A-Active
1471416141200	U.R.W., INC.	Dante Cullari	360 STACEY ANN CV	DRIPPING SPRINGS	TX	78620-3242	USA	Dante@theyzx.com	512-276-2447			Yes	Active	Inactive(N)
1203663090800	VANGUARD TRUCK CENTER	Terry Lancaster	18001 IH 35	BUDA	TX	78610	USA	tlancaster@vanguardtrucks.com	512-312-5400			No	Active	Inactive(N)
1812036707500	VAZQUEZ EDUCATION SERVICES, LLC	Andrea Vazquez	2011 MUSTANG LANE	SAN MARCOS	TX	78666	USA	andrea@austin.rr.com	512-573-7206	HI	F	Yes	Inactive(N)	A-Active
1462354575400	VIKING COMMUNICATIONS, INC.	Jeremy Ruiz	130 VALLEY VERDE CT	WIMBERLEY	TX	78676-6051	USA	vikingcommunications@hotmail.com	512-415-4607	HI	M	Yes	Inactive(N)	A-Active
1823193532300	WHITECAP SURVEY COMPANY, LLC	Lindsey R. Herring	PO BOX 1225	DRIPPING SPRINGS	TX	78620	USA	lindsey@whitecapsurvey.com	512-808-0104			Yes	Active	Inactive(X)
1753051464900	WHITENTON GROUP, INC.	Scott Jecker	3413 HUNTER RD	SAN MARCOS	TX	78666-5864	USA	swjecker@whitentongroup.com	512-353-3344			Yes	Active	Inactive(N)
1820992483800	WHOOSTER, INC.	Melanie Scharton	112 CIMARRON PARK LOOP SUITE C	BUDA	TX	78610-2849	USA	mscharton@whooster.com	512-419-4210			Yes	Active	Inactive(N)
1272971835800	WILLARD INTERACTIVE, LLC.	President/Josh Peichoto	1271 BEARKAT CANYON DR	DRIPPING SPRINGS	TX	78620-4279	USA	josh@willardinteractive.com	512-524-6758	HI	M	Yes	Inactive(F)	A-Active
1741752115400	WOLFE MASONRY INC	Ian Wolfe	100 COMMONS RD SUITE # 7-403	DRIPPING SPRINGS	TX	78620-4400	USA	seadragon72@gmail.com	361-510-3772			Yes	Active	Inactive(N)
1461337655800	XEVEX CONSTRUCTION LLC	Benjamin Gonzalez	PO BOX 681	BUDA	TX	78610	USA	info@xevevllc.com	512-312-4214	HI	M		Inactive(N)	A-Active
1454963672900	XTREME NETWORK SECURITY LLC	Joseph Lombardo	20 SPRING VALLEY DR	WIMBERLEY	TX	78676	USA	Joe@xnsecurity.com	512-701-8630			No	Active	Inactive(N)
1270195199300	YANEZ SERVICE COMPANY LLC	Johnny Yanez	PO BOX 702	BUDA	TX	78610-0702	USA	yanezj1@msn.com	512-844-5646	HI	M	Yes	Active	A-Active
1843452947700	YAUPON TECHNOLOGIES, LLC	Mbr/Edwin C. Swedberg	1186 RANCHERS CLUB LANE	DRIFTWOOD	TX	78619	USA	ecsconsulting@zoho.com	210-978-4059	DV	M	Yes	Active	A-Active
1743009898200	ZAMORA LLC	G Rene Zamora	PO BOX 1036	BUDA	TX	78610-1036	USA	grzamora@zwa-texas.com	512-295-6201	HI	M	Yes	Active	A-Active
1453635140700	ZEEHIVE, LLC.	Beth McConnell	151 UNBRIDLED	AUSTIN	TX	78737-2622	USA	beth@zmcadvertising.com	512-296-2662			Yes	Active	Inactive(I)



**HISTORICALLY UNDERUTILIZED BUSINESS  
OUTREACH CERTIFICATION FORM**

*(purchases between \$3,000 and \$50,000)*

**REQUESTING DEPT:**

**BILL TO:**

Type Department Name  
Type Contact Staff Name  
Type Position Title  
Type Phone Number  
Type Fax Number

City of Kyle  
Type Department Name  
100 W Center St  
PO Box 40  
Kyle, TX 78640

REQUIRED HUB CONTACT #1						
VENDOR NO.		VENDOR NAME	CONTACT PERSON	ADDRESS		HUB?
ITEM	QTY	DESCRIPTION OF GOODS/SERVICES	PRICE QUOTED	CONTACT DATE	DOCUMENTATION ATTACHED	
	0.00					
	0.00					
	0.00					

REQUIRED HUB CONTACT #2						
VENDOR NO.		VENDOR NAME	CONTACT PERSON	ADDRESS		HUB?
ITEM	QTY	DESCRIPTION OF GOODS/SERVICES	PRICE QUOTED	CONTACT DATE	DOCUMENTATION ATTACHED	
	0.00					
	0.00					
	0.00					

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IMPORTANT: ALL PURCHASING POLICIES MUST BE FOLLOWED WHEN CONTACTING HUBs FOR QUOTATIONS

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# CITY OF KYLE, TEXAS

## CECC ILA

**Meeting Date: 8/4/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center. ~ *J. Scott Sellers, City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

☐ CECC ILA

**INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE  
COMBINED EMERGENCY COMMUNICATIONS CENTER**

STATE OF TEXAS §  
COUNTY OF HAYS §

This Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas (“County”), the City of Kyle, Texas (“Kyle”), the City of Buda, Texas (“Buda”), and Texas State University (“University”). The above-named parties are sometimes collectively referred to as the “Parties” or individually referred to as the “Party”. Each Party is acting through its respective duly authorized officers or employees.

**RECITALS**

The Parties, consisting of multiple governmental entities within Hays County, have formed a coalition to deliver nationally-recognized emergency communication services by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. This coalition desires to maintain a role as leaders in the delivery of emergency communication services by ensuring that the communication center and its systems are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement.

This Agreement is to provide for the organizational structure and funding for operation and maintenance of a Combined Emergency Communications Center (CECC) which will include the Hays County Emergency Communications Department, City of Kyle Emergency Communication Department, Emergency Communication Services for the City of Buda Police Department, Texas State University Emergency Communications Department, and associated systems, all or portions of which will be located in the CECC. The CECC is located within the Hays County Public Safety Facility at 810 South Stagecoach Trail in San Marcos.

NOW, THEREFORE, in consideration of the mutual covenants herein the Parties agree as follows:

**AGREEMENT**

**1. Incorporation of Recitals.** The above Recitals are incorporated herein for all purposes.

**2. Term of Agreement.** The term of this Agreement is for thirty (30) years, each year commencing on October 1<sup>st</sup>, which is the beginning of each Party’s fiscal year. The first year of this Agreement shall commence on the date the last Party executes this Agreement (the “Effective Date”) and will end on September 30, 2021.

**3. Definitions.**

**BPD** means Buda Police Department.

**Budget** means the applicable portion of the Operating Budget or Capital Budget, except where expressly stated otherwise.

**Capital Funds** means funds budgeted and paid by the parties for Capital Costs that may or may not be spent during the fiscal year in which they were paid.

**Capital Improvement Plan** means a plan reviewed yearly that includes expected planned additions, repairs, replacement, or upgrades to the CECC and the CECC Systems. The Capital Improvement Plan may include Capital Costs to be budgeted over multiple years. The planned Capital Costs should be included in each yearly Budget per the Capital Improvement Plan.

**Combined Emergency Communications Center (CECC)** means the integrated and coordinated combined emergency communications center, inclusive of the CECC portions of the Facility, CECC structures on and around the Hays County Public Safety Facility as well as the CECC Systems on and within the Facility.

**CECC Program** means the Combined Emergency Communications Center Program, which includes the CECC, the Shared Employees, and all of the CECC Systems housed and managed within the Facility.

**Costs** are defined below by category and types of costs, and are included on the estimated Preliminary Budget, **Exhibit A**, and the estimated Budget, **Exhibit B**. Costs, especially those for certain CECC Systems, may be reduced by revenue from entities not a party to the Agreement before they are included in the Budget.

**Agency Specific Costs** means all costs each Party must annually budget to pay all costs associated with any Agency Specific Systems it operates out of the CECC Facility, including Agency Specific Employee Costs.

**Buda/Hays Personnel and Support Costs** means those Costs shared by the City of Buda and Hays County for Hays County emergency communications personnel and support of that personnel.

**Buda/Texas State/Hays Personnel and Support Costs** means those Costs shared by the City of Buda, Texas State University, and Hays County for Hays County emergency communications personnel and support of that personnel.

**Personnel Costs** means regular wages, stability pay, insurance, FICA, Medicare, and retirement contributions.

**Capital Costs** means all costs associated with any additions, repairs, replacement, or upgrades to the CECC and the CECC Systems it supports after initial construction of the CECC or CECC Systems is completed. Certain Capital Costs, especially those included in the Capital Improvements Plan and greater than \$100,000, may be partially funded in a multi-year plan.

**Operating Costs** means all costs incurred to occupy and use the Facility, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and CECC System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, running, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and CECC Systems functioning efficiently, maintain the useful life of the assets, and reduce the probability of failures. All Operating Costs must be included in each annual Budget.

**CECC Systems Costs** means all costs to operate or upgrade the CECC Systems including hardware, and software licenses, training, support, and costs associated with maintenance contracts.

**Commodities Costs** means all costs associated with outright purchase of goods and services, such as; office supplies, computer supplies; computer software, tools and minor equipment; and minor computer hardware.

**Contractual Costs** means all costs associated with setting up contracts to supply goods and services, such as rental of copy machines, vending machines, Facility insurance and content insurance for CECC Systems, equipment maintenance, security services, utilities, and telephone system costs.

**Facility Space Costs** means the costs associated with any party's use of space within the facility. Rates for Facility Space Costs associated with the various portions of the facility will be governed by lease agreements between a Party and Hays County. If only one Party's use of facility space requires a lease, the rates for portions of the facility included in that lease will be used to calculate Facility Space Costs for any other Party.

**Hays County CECC Management and Administrative Services Costs** means those Hays County costs associated with providing management and administrative services, which will be reimbursed as if Hays County were a third-party vendor of those services, and nor otherwise included as a Cost herein, (e.g. facility maintenance, janitorial services, etc.)

**Program Shared Personnel and Support Costs** means those Costs shared by all Parties for personnel and support of that personnel that benefit the entire Program.

**Day**, unless otherwise described, means calendar day.

**Emergency Call-takers** are Agency Specific Employees assigned to answer 911 calls. The structure and number of Emergency Call-takers may vary depending on whether existing agency PSAP's are combined or operated separately. When operating under one PSAP the number of Emergency Call-takers, staffing levels, and their duties are governed by the Standard Operating Procedures and adopted budget of the CECC Program, however the supervision of Emergency Call-takers remains within the respective command structure of each agency. When operating under multiple PSAP's, the agencies that utilize Emergency Call-takers for their respective

PSAP will independently govern the number of Emergency Call-takers, staffing levels, and duties. Emergency Call-takers may be transitioned into shared employees, governed by the CECC program, if approved by the Executive Board and all Parties during any budget approval process.

**Employees** are either “Shared Employees” or “Agency Specific Employees” for purposes of this Agreement.

**Agency Specific Employees** means those employees employed directly by a Party at the CECC Facility, excluding Shared Employees.

**Shared Employees** means those employees employed by Hays County at the CECC Facility and whose salary is funded by contributions from some, or all Parties through the Budget process.

**Executive Board Bylaws** means the Bylaws approved by the Parties to provide a framework for operation and management of the CECC Program by the Executive Board.

**Facility** the Public Safety Facility, which will include the CECC, owned by and under the direct control of Hays County at 810 South Stagecoach Trail in San Marcos, Texas.

**Exclusive Facility Space** means that portion of the Facility designed for use by only one of the Parties as shown on the attached and incorporated **Exhibit C**.

**Shared Facility Space** means that portion of the Facility designated for common and general use by any Party as shown on **Exhibit C**.

**General Facility Space** means that portion of the Facility designated for use by, or support of, all users of the Facility as shown on **Exhibit C**.

**Exhibit C** will be amended to change the location and/or proportion of Exclusive and Shared Facility Space to reflect the changes if a Party enters into a Lease or amends a Lease with Hays County, and it becomes effective when all relevant Parties execute the Lease, or all Parties execute the Lease Amendment, whichever is applicable.

**Fiscal year** means the fiscal year beginning October 1 and ending September 30 of the following calendar year.

**Hays County** means Hays County, a political subdivision of the State of Texas.

**Hays County Emergency Communications Department** means the department responsible for providing emergency communication and dispatching services for the following agencies; HCSO, Hays County Constable Offices, North Hays Fire Department, Wimberley Fire Department, Wimberley EMS, Buda Police Department, Buda Fire/EMS Department, South Hays Fire Department, and San Marcos Hays County EMS.

**HCSO** means Hays County Sheriff's Office.

**KPD** means Kyle Police Department.

**LASO** means the Local Agency Security Officer. The LASO's responsibilities include:

- (i) Identify all users of the approved hardware, software and firmware and ensure no unauthorized individuals or processes have access to the same.
- (ii) Identify and document how the equipment is connected to the state system.
- (iii) Ensure personnel security screening procedures are followed.
- (iv) Ensure the approved and appropriate security measures are in place and functioning as expected.
- (v) Support policy compliance and keep state and federal ISO informed of security incidents.

**Lease** means a lease between Hays County and another Party for the use of space within the Facility.

**Preliminary Operating Phase** means the timeframe which begins on the first day of operation and ends on September 30, 2022.

**Remaining Parties** means those Parties to this Agreement who remain committed to this Agreement in the event one or more Parties withdraw. "Parties" is defined on page one of this Agreement.

**Standard Operating Procedures** means the procedures that govern the day-to-day management and operation of the CECC Program.

**Systems** used individually, and in the singular, mean each System, and used collectively and in the plural means all Systems defined immediately below and governed by this Agreement. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

**Agency Specific System** means a System that is operated by one Party solely for that Party's use, including but not limited to, printers, copiers, computers, telephones, communication devices such as a mobile vehicle radio or portable hand-held radio, equipment installed in agency vehicles, and all other CECC equipment not used by Shared Employees and that does not use Shared Employees to support any portion of the System. Various Agency Specific Systems required by a Party in order for that Party to participate in the CECC Program may be provided by Hays County under the terms of a separate agreement; however once received by the Party, that equipment shall become owned and maintained by the Party as an Agency Specific System.

**CECC System** means a System that is operated by one or more of the Parties, including but not limited to dispatch consoles, servers, Computer Aided Dispatch, Records Management Systems (RMS) and other equipment that is used by Shared

Employees and/or uses Shared Employees to support that System. All CECC Systems, initially purchased or installed for use by the CECC Program, or purchased, installed, or utilized by the CECC Program at a later time, shall be owned and accounted for by Hays County. Agency Specific Systems are not part of the CECC System. Permissions to modify, and the maintenance of, any CECC Systems that impact individual agencies will be governed by procedures and protocols adopted by the Executive Board and/or the Law Enforcement Management Board.

**Regional Trunked Voice Radio System (Radio)** means a regional trunked radio system that will provide total inter-departmental communication capability between all agencies utilizing the new network, portable radio coverage throughout Hays County and surrounding areas, adequate capacity to meet long-term needs, survivability during adverse weather conditions, and secure communication with limited unauthorized access to sensitive information.

**Computer Aided Dispatch System (CAD)** means a regional system to be used by multiple governmental agencies in Hays County for sharing data. CAD Interfaces with 9-1-1 call taking systems and Records Management Systems.

**Records Management System (RMS)** means an incident reporting system which also allows for management of data relating to warrants, investigation, personnel, fleet, facilities, and other business needs specific to an agency, integrated with the Computer Aided Dispatch System and accessible to law enforcement agencies of other municipal and governmental entities.

**9-1-1 System (911)** means the three-digit emergency telephone number that provides citizens a direct link to Police, Fire, or Emergency Medical Service personnel. Calls to 9-1-1 are automatically routed to the primary and secondary Public Safety Answering Points (PSAP) and answered by 9-1-1 call-takers who may dispatch, transfer, or relay the information. The CECC System may be operated by utilizing individual PSAP's unique to the jurisdiction served by an Agency or a combined, singular PSAP.

**TAC** means the Terminal Agency Coordinator. The TAC serves as the point-of-contact at the local agency with the Texas Department of Public Safety for matters relating to Criminal Justice Information Services (CJIS), Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC) and Texas Law Enforcement Telecommunications System (TLETS)/International Justice and Public Safety Network (Nlets) information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies. CJIS requires that every local agency designate one individual to function as the NCIC TAC. The TAC is responsible for ensuring compliance with the TCIC/NCIC policies and procedures at his/her agency.

**TXST PD** means Texas State University Police department.

**4. Purpose.** The purpose of this Agreement is to establish an operational and management structure to provide authority to participants for ongoing administration and management of the CECC Program, including establishing an organizational structure and funding process.

The Parties have developed suggested objectives and performance measures, attached as **Exhibit E**. **Exhibit E** can be amended by a majority vote of the Advisory Board, and the new **Exhibit E** will become effective upon the date of the vote to amend **Exhibit E**. The CECC Program will be organized and operated in accordance with all applicable Laws.

## **5. Executive Board.**

**5.01 Purpose and Duties.** The Executive Board shall:

- (i) Annually approve a draft CECC Budget and recommend approval of the Budget to the governing bodies of the Parties.
- (ii) With input from the LE Management Board, Advisory Board, and through coordination with each Party's Terminal Agency Coordinator (TAC) and Local Agency Security Officer (LASO), the Executive Board will adopt policies and Standard Operating Procedures for the CECC Program and assist in the resolution of CECC Program issues. The Board will make final decisions regarding the management of CECC Program resources, including the Shared Employees. However, responsibility for the management of the approved security requirements shall remain with the LE Management Board in coordination with each Party's TAC and LASO, and responsibility for the management control of network security shall remain with the LE Management Board in coordination with each Party's TAC and LASO. If there is any conflict between the Standard Operating Procedures and management practices adopted by the Board and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.
- (iii) Examine the apportionment of CECC Costs between the Parties and recommend any adjustments needed to reflect the beneficial use of the CECC Program by each Party. Multiple cost allocation methods may be used for different types of Costs to ensure equitable financial responsibility for the CECC Program and CECC Systems. The Budget will reflect the cost allocation method(s) adopted by the Executive Board
- (iv) Approve a Capital Improvements Plan detailing Capital Costs included in the Budget which may be funded over multiple years.
- (v) Operate and manage the CECC Program in accordance with the Executive Board Bylaws.
- (vi) Recruit, hire, and supervise the CECC Director. The hiring or termination of the CECC Director requires a unanimous vote of all members of the Executive Board.

**5.02 Composition.** The Executive Board will be composed of the following eight (8) members: two members of the Hays County Commissioners Court, the city manager of Kyle (or designee), one member of the Kyle City Council, the city manager of Buda (or designee), one member of the Buda City Council, a representative of Texas State

University, and a representative who shall be an appointed commissioner of an Emergency Services District and shall be mutually selected by a majority of the ESDs of Hays County. Five Members of the Executive Board constitutes a quorum to conduct business. The CECC Director will serve as a non-voting, advisory member of the Executive Board.

**5.03 Meeting Requirements.** The Executive Board shall meet at least quarterly, however special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

**5.04 Terms.** All Executive Board members serve at the pleasure of their appointing governing body or agency. The Executive Board's ESD representative shall serve for a term of two (2) years and may not be appointed from the same ESD for two (2) consecutive terms.

**5.05 Chairman and Secretary.** The Chairman and a Secretary will be elected annually by the Executive Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

**5.06 Procedures at Meetings.** The Chairman, or a majority of the members, may call meetings of the Executive Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Executive Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. A quorum of the Executive Board is five (5) members. No action may be taken by the Executive Board without a quorum present. Any member may place items on the Executive Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the next meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the quorum present at a meeting is required to authorize any action or determination by the Executive Board, except for those actions specified in this Agreement or the Executive Board Bylaws that require a four-fifths vote of all members of the Executive Board.

**5.07 Executive Board Bylaws.** The Parties will approve Bylaws which will govern the activities of the Executive Board. The Bylaws may not contain any provision that contradicts this Agreement. The Bylaws and any amendments to the Bylaws must be approved by all Parties.

## **6. Law Enforcement (LE) Management Board.**

**6.01 Purpose and Duties.** In coordination with each agency's TAC and LASO, manage all Law Enforcement functions of the CECC Systems including the responsibility for the management of the approved security requirements and control of network security. Through coordination with each TAC and LASO, the LE Management Board shall:

- (i) Maintain sole control of all Criminal Justice functions within the CECC Systems as described in the Criminal Justice Information Services (CJIS) Security Policy.
- (ii) Adopt protocols regarding the access, usage, and security of all CECC Systems and data and adopt test strategies for CECC Systems and upgrades including the development of test environments. Develop measures ensuring any Agency Specific System and related data can only be accessed by authorized personnel of the agency which owns or controls the system or other non-agency personnel which has been given formal permission in compliance with CECC Program and/or agency specific policies.
- (iii) Manage the approved security requirements with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to Criminal Justice Information (CJI); set and enforce policy governing the operation of computers, circuits, and telecommunications terminals used to process, store, or transmit CJI; and to guarantee the priority service needed by the criminal justice community.
- (iv) Manage the control of network security with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to CJI; set and enforce policy governing the operation of circuits and network equipment used to transmit CJI; and to guarantee the priority service as determined by the criminal justice community.
- (v) Develop and approve a System Service Level Agreement for the RMS/CAD system with the Hays County Information Technology Department that will provide infrastructure hosting, maintenance and support.
- (vi) Assist in execution and enforcement of management control agreements.

**6.02 Composition.** The LE Management Board will be comprised of six (6) members, the CECC Director, the Chairman of the CECC Advisory Board, the Hays County Sheriff or designee, the Police Chief of the City of Kyle or designee, the Police Chief of the City of Buda or designee, and the Police Chief of Texas State University. If the Chairman of the Advisory Board is automatically a member of the LE Management Board due to their role as the Sheriff or designee, or Police Chief or designee, the Advisory Board will select a member for representation on LE Management Board that is not automatically a member of the LE Management Board.

**6.03 Meeting Requirements.** The LE Management Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

**6.04 Terms.** All LE Management Board members serve at the pleasure of their appointing governing body or agency.

**6.05 Chairman and Secretary.** The Chairman and a Secretary will be elected annually by the LE Management Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

**6.06 Procedures at Meetings.** The Chairman, or a majority of the members, may call meetings of the LE Management Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the LE Management Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the LE Management Board without all members, or their designees, present. Any member may place items on the LE Management Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the members, or their designees, present at a meeting is required to authorize any action or determination by the LE Management Board.

## **7. Advisory Board.**

**7.01 Purpose and Duties.** The Program will be facilitated by an Advisory Board, which shall:

- (i) Review and provide input on Standard Operating Procedures related to the operation and maintenance of the CECC Program.
- (ii) Review and provide input on protocols regarding access, usage, testing and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (iii) Make recommendations regarding staffing levels and staffing duties.
- (iv) Recommend upgrades to, or replacement of, CECC Systems through the development of a Capital Improvements Plan which shall be approved by the Executive Board.
- (v) Organize special temporary or standing committees comprised of members representing; the Parties, the Advisory Board, or any other agency or entity that may facilitate effective operation of the CECC Program or that participates in a CECC System.
- (vi) Address conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s). If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary. If the conflict pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Management Board.

**7.02 Composition.** The Advisory Board will be comprised of thirteen (13) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office  
Hays County Constable Offices

Kyle Police Department  
Kyle Fire Department  
North Hays Fire Department  
Wimberley Fire Department  
Wimberley EMS  
Buda Police Department  
Buda Fire/EMS Department  
South Hays Fire Department  
San Marcos Hays County EMS  
Hays County Emergency Services Department  
Texas State University Police Department

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

**7.03 Meeting Requirements.** The Advisory Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

**7.04 Terms.** The appointing Party will determine the term of each member. All Advisory Board members serve at the pleasure of their appointing agency.

**7.05 Chairman, Vice-Chairman, and Secretary.** A Chairman, Vice Chairman and Secretary will be elected annually by the Advisory Board. A seated Chairman, Vice Chairman, or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made. The Chairman (or the Chairman's designee) will represent the Advisory Board at meetings of the Executive Board.

**7.06 Procedures at Meetings.** The Chairman, or a majority of the members, may call meetings of the Advisory Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Advisory Board. The Chairman will preside at the meetings and the Vice Chairman will act in the absence of the Chairman. No action may be taken by the Advisory Board without ten (10) members, or their designees, present. Any member may place items on the Advisory Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least (8) members, or their designees, present at a meeting is required to authorize any action or determination by the Advisory Board.

## **8. RMS/CAD Committee.**

**8.01 Purpose and Duties.** Facilitate the management and maintenance of the RMS/CAD system and define the respective duties, obligations, and responsibilities of the Parties with respect to the RMS/CAD system. The RMS/CAD Committee shall:

- (i) Facilitate the establishment and maintenance of a single, coordinated, integrated RMS/CAD system that enables the Parties to share accurate and timely public safety information, increase operational efficiency via a reduction in data entry, and to facilitate the process of accessing information.
- (ii) Make recommendations regarding the RMS/CAD system to the Advisory Board.
- (iii) Identify and address operational and technical issues, including issues which are regional, affect multiple parties, affect CECC System operations; require additional funding; or that would require alteration to existing agency or CECC policies.
- (iv) Research and test new products.
- (v) Provide recommendations to the Advisory Board, LE Management Board and the Executive Board regarding costs and the allocation of costs within the CECC Budget for the RMS/CAD system.
- (vi) Recommend measures, including, but not limited to contracting with external vendors and/or agencies, to provide hosting, operation and maintenance services.

**8.02 Composition.** The RMS/CAD Committee will be composed of twelve (12) members, the CECC Director, two members representing the Hays County Sheriff's Office, two members representing the City of Kyle Police Department, two members representing the City of Buda Police Department, two members of the Texas State University Police Department, the Hays County Constable Departments' Advisory Board Representative, a representative of the Hays County Information Technology Department, and the Chairman of the Advisory Board. If the Chairman of the Advisory Board is a Hays County Constable, or an Advisory Board representative of the Hays County Sheriff's Office, City of Kyle Police Department, City of Buda Police Department, or Texas State University Police Department, then the Advisory Board shall select a member of the Advisory Board to represent the Board on the RMS/CAD Committee, in lieu of the Chairman of the Advisory board, that is not an Advisory Board representative of those respective agencies.

**8.03 Meeting Requirements.** The RMS/CAD Committee shall meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

**8.04 Terms.** All RMS/CAD Committee members serve at the pleasure of their appointing governing body or agency.

**8.05 Chairman and Secretary.** The CECC Director will act as the Chairman of the RMS/CAD Committee. A Secretary will be elected annually by the RMS/CAD Board.

A seated Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

**8.06 Procedures at Meetings.** The Chairman, or a majority of the members, may call meetings of the RMS/CAD Committee. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the RMS/CAD Committee. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the RMS/CAD Committee without at least nine (9) members, or their designees, present. Any member may place items on the RMS/CAD Committee's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least seven (7) members, or their designees, present at a meeting is required to authorize any action or determination by the RMS/CAD Committee.

## **9. Staffing and Operations.**

**9.01 CECC Director.** The CECC Director shall manage the day-to-day operations of the CECC Program according to the adopted Standard Operating Procedures. The CECC Director is a Shared Employee that reports directly to the Executive Board. The CECC Director shall:

- (i) Supervise the Shared Employees and maintain job descriptions for the Shared Employees. The CECC Director will not supervise or direct any Party's Agency Specific Employees or Shared Employees performing emergency call-taking functions.
- (ii) Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other CECC Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents.
- (iii) Become involved in a Party's Agency Specific Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved. Maintain job descriptions for the Shared Employees.
- (iv) When requested, coordinate Executive Board, LE Management Board and Advisory Board meetings.
- (v) Maintain minutes of meetings and CECC Program records.
- (vi) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.
- (vii) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on protocols regarding access, usage, testing, and security of

all CECC Systems, Agency Specific Systems, and the management of associated data.

- (viii) Provide the first level of administrative dispute resolution.
- (ix) Be empowered by the all Parties to this Agreement to make decisions regarding Shared Systems and Shared Employees, and day-to-day operational issues regarding the CECC Program, including making expenditures for budgeted items in accordance with CECC annual Budget.
- (x) Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's departments or divisions, these service level agreements will include, but not be limited to, operating service level agreements between other operating agencies, or departments thereof, which must be agreed to by all involved parties.
- (xi) Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations.
- (xii) Provide quarterly budget reports.
- (xiii) Immediately request an Executive Board meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures.
- (xiv) Call meetings of the Advisory Board Members to facilitate decision-making about the CECC Program. If conflicts arise between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s), the CECC Director will present the conflict at a meeting of the Advisory Board. If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.
- (xv) Coordinate long range planning goals, including the development of a Capital Improvements Plan, with the Advisory Board for approval by the Executive Board.
- (xvi) Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit E**.

**9.02 PSAP Management Board.** The PSAP Management Board will be comprised of the Hays County Emergency Communications Director and the City of Kyle Emergency Communications Manager. As individual representatives of their agencies, the Kyle Emergency Communications Manager and the Hays County Emergency Communications Director will operate within their respective command structures and supervise their Agency Specific Employees in accordance with their agency's policies and procedures; however operational management of the CECC Program which includes the Shared Employees and Emergency Call-takers, will follow the Standard Operating Procedures and management practices adopted by the Executive Board. The PSAP Management Board shall:

- (i) Facilitate the effective management of the CECC Program by working with the CECC Director to implement the approved Standard Operating Procedures.

- (ii) Make recommendations to the CECC Director on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.
- (iii) Make recommendations to the CECC Director on protocols regarding access, usage, testing, and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (iv) When operating under a combined PSAP model, co-manage the staffing levels and duties of Agency Specific Employees assigned as Emergency Call-takers, however the supervision of these Agency Specific Employees remains within their respective Command Structures. If conflicts arise the PSAP Management Board will present the conflict to the CECC Director. If no consensus can be reached, the matter will be referred to the Advisory Board and scheduled for action at their next Board meeting or a specially called Advisory Board meeting, if necessary.

**9.03 Shared Employees.** Hays County will provide the Shared Employees to conduct the day-to-day activities for the CECC Program. The Shared Employee job descriptions may be modified by a recommendation of the Advisory Board and approved by a majority vote of the Executive Board, or by an independent majority vote of the Executive Board. The number and types of employees (“FTE”) that will constitute the initial Shared Employee staffing required to operate the CECC Program are set out in attached **Exhibit H**, which may be amended annually by approval of the Executive Board to provide for any changes in the numbers and types of FTEs shown in the Budget. The amended **Exhibit H** will be effective upon Budget Approval by each Party. The total costs of the Shared Employees will be included in each Hays County fiscal year budget. Beginning with the fiscal year following completion of the Preliminary Operating Phase, Hays County will be reimbursed for a portion of the cost of the Shared Employees by the other Parties, in accordance with the Budget.

**9.04 Operating Procedures.** The CECC Director and the PSAP Management Board shall prepare Standard Operating Procedures to govern the day-to-day management and operation of the Facility, CECC Systems and Shared Employees. The CECC Director will submit Standard Operating Procedures to the Advisory Board for review and to the LE Management Board and the Executive Board for approval. The CECC Director, PSAP Management Board, and the Advisory Board will periodically review the Standard Operating Procedures and recommend any reasonably necessary changes for approval. The CECC Director will also monitor implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

## **10. Budget.**

**10.01 Annual Operating Budget.** The CECC Director shall prepare an annual CECC Program operating budget (“Operating Budget”) on a fiscal year basis for review and approval by the Executive Board. The Operating Budget must provide for all Costs associated with operating the Facility and CECC Program.

**10.02 Annual Capital Improvements Budget.** The CECC Director shall prepare an annual CECC Program capital improvements budget (“Capital Improvements Budget”) on a calendar year basis for review and approval by the Executive Board. While a Capital Improvements Budget will be recommended annually, a Capital Improvement Plan may provide for the funding of certain Capital Improvement Costs over multiple years.

**10.03 Budget Format and Procedure.** The estimated Preliminary Budget (**Exhibit A**) for the fiscal years and any partial fiscal year during the Preliminary Operating Phase and the estimated Budget (**Exhibit B**) for the fiscal years following completion of the Preliminary Operating Phase are expressly approved by the Parties as to form upon execution of this Agreement. The budgets include expected costs as of the effective date of this agreement. Actual budgeted costs will be determined through the budget process for each fiscal year. Each proposed annual Budget must be submitted to the Executive Board by June 1<sup>st</sup> of each year. Upon at least a four-fifths vote of all members of the Executive Board, the Budget will be recommended for adoption by each Party's respective governing body, as applicable.

**10.04 Budget Approval and Expenditures.** The Budget is subject to the approval of all Parties. The Budget will become effective once the governing body of each Party has adopted an annual budget that includes all of that Party's Costs. Each newly adopted Budget will replace **Exhibit B**. After the Budget has been approved and funded by the Parties, Hays County is authorized to incur costs and expenses in accordance with the Budget. Any amendment to the Budget must be approved by a four-fifths vote of all members of the Executive Board. Any costs or expenses to be incurred in excess of the total approved and funded Operating or Capital Budget amount will require additional Budget approval and funding by all Parties.

**10.05 Cost Allocation.** The Parties will pay for the percentages of costs allocated for the Budget shown on **Exhibit B**, as it may be amended. There may be multiple allocation methods, depending on the nature of the cost. Initially, costs will be allocated by calculating each Party's pro rata percentage of 911 calls and calls for service. During the Preliminary Operating Phase, data will be collected that can be used to amend the cost allocation percentages and/or determine more appropriate criteria that may be used to allocate costs. The initial percentages are calculated in **Exhibit G** and used in the Preliminary Budget, **Exhibit A**, as well as **Exhibit B**. Cost allocation percentages and methods may be amended by a four-fifths-vote of all members of the Executive Board in the same manner as **Exhibit B**. Any costs or expenses to be incurred by any Party(ies) in excess of the total approved and funded Operating or Capital Budget amount due to a change in the Cost Allocation percentage or method will require additional Budget approval and funding by the Party(ies).

**10.06 Payments.** On an annual basis, the Parties will be invoiced equal, quarterly installments for their respective portion of expenditures approved in the Budget. The first quarterly payment will be due on December 31, the second quarterly payment will be due on March 31, the third quarterly payment will be due on June 30, and the final quarterly payment will be due on September 30.



Parties may agree to pay the unfunded portion. Action on a Budget adjustment or a Party's(ies') agreement to pay more must be taken within thirty (30) days after any Party's governing body adopts or otherwise authorizes expenditures for less than that Party is allocated for a future budget, or that year's CECC Budget is automatically reduced by the unfunded allocation. If the CECC Budget is automatically reduced, the Parties must promptly revise **Exhibit B** to reflect the new Budget amount, unless the Partial Funding is resolved under **Section 10.09** below.

If any Party fails to provide any funding for its share of the CECC Budget or its Agency Specific Costs, such Party will be deemed to have provided its twenty-four (24) month notice of termination of its participation in the CECC Program and this Agreement and the Parties will follow the procedures for termination of a Party described in **Section 17**.

**10.09 Partial Funding.** If any Party authorizes funding at less than the amount recommended for that Party by the Executive Board, or if any Party fails to fully fund its Agency Specific Costs. (herein called the "Underfunding Party") the other Parties may take one of the following actions:

- (i) Amend the CECC Budget and then reduce CECC System services, Board representation, and voting rights to the Underfunding Party with such reductions to be consistent with the Underfunding Party's continued participation in CECC Systems, if any,
- (ii) Reduce the CECC Budget by the amount underfunded by reducing Costs, in the following priority: nonessential services to the Underfunding Party, other services deemed non-essential by the other Parties, and, only if reasonably necessary, essential services to the Underfunding Party,
- (iii) Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget allocation and the amount of funding provided by the Underfunding Party ("Assessment"). Each Party agrees that its future right to participate in the CECC Program is dependent upon fully funding its share of the Budget and its Agency Specific Program Costs. Therefore, the Underfunding Party shall fund the Assessment and its entire portion of the next annual Budget in its next budget cycle,
- (iv) Amend the CECC Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the CECC Program and CECC Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential CECC Program services with a proportionate increase in Advisory Board representation for the Parties commensurate with the additional funding provided, or
- (v) Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a Party, if the level of funding is deemed substantially a failure to fund by the other Parties.

**11. Systems Operation.** The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other CECC Systems. Each Party will be responsible for the operation of any System that is funded as a part of its Agency Specific Costs.

Operation of the CECC Systems shall be governed by the Standard Operating Procedures and protocols adopted by the Executive Board and the Law Enforcement Management Board. Each Party shall have primary authority over all its respective Agency Specific Employees and their duties and Agency Specific Systems, if any.

**12. Contracting Authority.** The Parties specifically agree that Hays County will have the authority to contract on behalf of the Parties for items that have been approved in the annual CECC Budget, so long as the payments are made from available funds, using Hays County's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines.

**13. Accounting Records.** Hays County will maintain accounting records in accordance with generally accepted accounting standards, including compliance with federal guidelines for spending federal funds or bond proceeds. Such records will be open to inspection by the Parties during reasonable business hours and will be retained for at least six (6) years. Upon three (3) days written notice, any Party may audit the records in the Facility.

**14. Federal Funds and Bond Funds.** If a Party utilizes Federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the CECC Program expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Further, the Parties agree to cooperate with each other in the application for and administration of Federal funds, grants funds, or bond funds in order to maximize funding participation in the operation and maintenance of the CECC Program. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the CECC Program.

**15. Amendment to Agreement.** This Agreement may be amended only by a unanimous vote of the Parties. Any proposed amendment shall be directed to the Executive Board. The Board shall review the proposed amendment and provide its recommendation for consideration by the governing body of each Party.

**16. Additional Parties to the Agreement.** Entities which are not a Party to this agreement may become a Party only by amendment to this Agreement as defined in **Section 15** subject to the following terms and conditions:

- (i) A new party may be assigned an assessment, determined by a formula approved by the Executive Board. Any Parties incurring Capital Costs for a System shall determine the capital portion of a fee to be assessed to the new Party for any System assets and associated debt. Payment of the assessment shall be made to the Parties which previously incurred Capital Costs for those System assets in proportion to the costs paid.
- (ii) The effective date of an amendment to this Agreement for additional Parties shall occur on the first day of a fiscal year.

- (iii) Any additional Party shall be entitled to all rights and obligations of the Parties hereto and all Parties shall agree to, by amendment of this Agreement, reapportion any board(s) defined in this Agreement to accommodate the additional Party.

## **17. Termination.**

**17.01 Voluntary Termination.** This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-Hays County Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement (“Terminating Party”) during the Preliminary Operating Phase, by giving six (6) months written notice prior to the conclusion of the Preliminary Operating Phase, or any time following the completion of the Preliminary Operating Phase, by giving twenty-four (24) months written notice to the Remaining Parties. The termination becomes effective on the first day after the notice period ends (“Effective Termination Date”). Such Terminating Party must continue to fund its portion of the Budget up to its Effective Termination Date and, if it does so, the Terminating Party may continue to participate in the CECC Program and CECC Systems until the Terminating Party's Effective Termination Date. However, failure of the Terminating Party to allocate and provide funding for its portion of the Budget immediately terminates their ability to continue to participate in the CECC Program and CECC Systems until the Effective Termination Date. The portion of the Budget allocated to a Terminating Party after receipt of the notice of termination may be reduced by agreement of the Remaining Parties.

**17.02 Termination for Cause.** The Parties may terminate the participation of any other Party for cause, including a Party's failure to fully fund or failure to pay for Budgeted Costs, after a unanimous vote of the non-defaulting Parties by delivery of a written notice of default which specifies the default under the material provisions of this Agreement and indicates that the default must be cured within thirty (30) days or the Party's interest in this Agreement will automatically terminate. Provided, however, that in the event the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended as long as the defaulting Party continues to diligently prosecute such a cure to completion. Notwithstanding the immediately preceding sentence, an Assessment under **Section 10.09** (iii) can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

**17.03 Rights of Remaining Parties.** Once the undepreciated value of the CECC Systems in which a Terminating Party participated (“System Value”) is determined, the Remaining Parties will consider alternatives, including but not limited to one of the following:

- (i) Finding another governmental entity to assume the System Value,
- (ii) Dividing the System Value proportionally among the Remaining Parties,
- (iii) Allowing one Remaining Party to assume the System Value,
- (iv) Allowing the Terminating Party to retain its System Value with the stipulation that use of the System(s) will not be made available to that Party, unless and until the Party agrees to pay its Assessment as set out in Section above, or

- (v) The Remaining Parties will provide for any payment for System Value to the Terminating Party by amendment to this Agreement.

**17.04 Duties of Remaining Parties.** Any Remaining Party that assumes all or part of the System Value of a Terminating Party assumes all duties and obligations related to that right. The Remaining Parties must agree on a new allocation of costs and Budget.

**17.05 Voting to Exercise Rights under Section 15.04.** The decision to exercise rights granted by **Section 17.03** above by the Remaining Parties will be made by the Parties. However, the Terminating Party, and all votes allocated to the Terminating Party will be excluded in determining the votes needed for the Remaining Parties to make a decision.

**17.06 Effect of Termination on Remaining Parties.** A termination by a Party will have no effect on a Remaining Party's right to participate in the System Value, CECC Program, Facility, or any CECC System other than the specific rights and duties set out in this section, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

**17.07 Rights of the Parties upon Termination or Expiration of Agreement.** Upon termination or expiration of this Agreement, the non-Hays County Parties shall vacate the CECC. Within thirty (30) days after termination or expiration of this Agreement, the non-Hays County Parties shall remove their separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-structural damage to the Facility. Any non-structural damage must be repaired within fifteen (15) business days to the reasonable satisfaction of Hays County. Hays County may enter and peacefully assume possession and may take possession by summary proceedings, or by action at law or in equity or by force or otherwise, without being liable in trespass or for any damages. The foregoing rights and remedies given to Hays County are, and will be deemed to be, cumulative of any other rights of Hays County under law. The exercise of any right may not be deemed to be an election of rights. Provided, however, the Parties may then elect to continue this Agreement by mutual agreement of the Parties.

**18. Dispute Resolution Process.** All Parties are encouraged to work together to resolve all disputes prior to involving the Dispute Resolution Process. A dispute may be withdrawn at any time during the Dispute Resolution process.

**18.01 Timeframes.**

- (i) Initial Dispute Hearing. Any Party must first bring an issue or dispute to the CECC Director for review and recommendation by delivery of a written notice. Within ten (10) business days after the CECC Communications Director receives the notice, he or she must schedule a meeting with the Party submitting the notice and any other appropriate Party or third party. The CECC Director must provide written notice of their decision to all applicable Parties within five (5) business days after the meeting. If there is a dispute with the CECC Director, the notice must be given to the Chairman of the Executive Board and the Executive Board

- will hear the matter and provide a written notice of their decision to all applicable Parties within five (5) business days after the meeting.
- (ii) Initial Appeal. A Party wishing to appeal the decision of the CECC Director, as described above, must make written notice of appeal within five (5) business days after receipt of the CECC Director's written decision. The appeal will be addressed to the Chairman of the Advisory Board. The Chairman must schedule a meeting of the Advisory Board within fifteen (15) business days of receipt of the notice and provide a written recommendation to the appropriate Parties within five (5) business days after the hearing. Any appeal of the recommendation of the Advisory Board will be to the Executive Board.
  - (iii) Appeal to Executive Board. Any appeal from the decision of the Advisory Board must be made by delivery of written notice of appeal to the Chairman of the Executive Board within ten (10) business days after receipt of the Advisory Board's decision. If the dispute pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Board. The Executive Board or LE Management Board may meet to hear the appeal or may elect to send the appeal to mediation. The Executive Board or the LE Board will either schedule a hearing or send the appeal to mediation within twenty-five (25) business days of receipt of the notice of the appeal. Any appeal from the Executive Board's recommendation or the LE Board's recommendation will be to a mediator as described below.
  - (iv) Mediation. If Mediation shall be the method to finalize the administrative appeal process, the Parties participating in mediation will endeavor to agree on the choice of a mediator within five (5) days of the delivery of any notice of appeal or of the Executive Board's recommendation of mediation. If the Parties cannot agree on the choice of a mediator, each participating Party will choose the name of a qualified mediator. Within five (5) days after the participating Parties choose their mediators, those mediators will choose another mediator to hear the appeal. The mediator chosen must schedule mediation within twenty (20) business days after being chosen, unless the Parties to the mediation agree to a different time schedule. The mediator must provide notice of the date, time, and location of the mediation to the CECC Director who must be allowed to attend or send a designee. However, if the subject matter of the mediation is a dispute with a member of the CECC Director, neither the CECC Director nor a designee may attend. The CECC Director or their designee may otherwise participate in the mediation and will be allowed to attend all joint sessions. The mediator must provide a written decision to the applicable Parties and the CECC Director within fifteen (15) business days after the mediation. Any appeal of the decision of the mediator shall be to an appropriate court of original jurisdiction in Hays County, Texas, and shall be tried under the laws of the State of Texas.

## 19. Miscellaneous.

**19.01 Interlocal Agreement.** This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this

Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of The State of Texas and/or its charter. Each Party agrees that the compensation to be made to the other Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing Party for the services or functions each provides hereunder, and are made from current revenues available to the paying Party.

**19.02 No Assumption of Liability.** No Party assumes the liability for the System(s) under the control of any other Party or for the actions of employees of any other Party. No Party will be responsible for the acts or omissions of any other Party regarding the use, installation, operation, maintenance or updating of any of the Systems or Equipment located within the CECC.

**19.03 Immunity as a Defense.** No signatory Party has agreed to waive any defense, right, immunity (including Sovereign and/or Official Immunity), or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the Program.

**19.04 Relationship of Parties.** The parties acknowledge that they are not an agent, servant, or employee of any other Party, and that each Party is responsible for its own acts and deeds and for those of its agents or employees. The Parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the responsible Party agrees to pay any liability adjudicated against another Party for acts and deed of the responsible Party, its employees or agents.

**19.05 Retention of Defenses.** The Parties agree that neither this Agreement nor the operation or use of the CECC by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

**19.06 Notices.** Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following respective addresses:

Hays County:

Hays County Judge  
111 E. San Antonio St.  
Suite 300  
San Marcos, Texas 78666

Hays County General Counsel  
111 E. San Antonio St.  
Suite 202  
San Marcos, Texas 78666

The City of Kyle: City Manager  
100 W. Center St.  
Kyle, Texas 78640

The City of Buda: City Manager  
121 Main St.  
Buda, Texas 78610

Texas State University: Vice President for Finance and Support Services  
601 University Drive  
JCK 920  
San Marcos, Texas 78666

All notices so given must be deemed given on the date so delivered or so deposited in the mail. All Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above. In **Section 10.06** above, each Party's representative may be different than the person listed above, but the address will be the same unless otherwise noted.

**19.07 Assignment.** This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties is void and has no effect.

**19.08 Entire Agreement.** The entire agreement between the Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.

**19.09 Prior Agreements.** This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

**19.10 Severability.** If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

**19.11 Non-waiver.** Failure of a Party to exercise any right of remedy for a breach or default of any other Party does not waive such right or remedy in the event of a subsequent breach or default.

**19.12 Authority of Signatories.** Each Party represents to all the other Parties that the representative signing this Agreement on any Party's behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

**19.13 Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

**19.14 Exhibits.** The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit A - Estimated Preliminary Operating Budget

Exhibit B - Estimated Budget

Exhibit C - Facility Space Allocation

Exhibit D - Initial CAD/RMS Costs

Exhibit E - Suggested Objectives and Performance Measures

Exhibit F - List of each Party's Designated Members to the Advisory Board

Exhibit G - Cost Allocation

Exhibit H - Required Program FTE Staffing

*Signature page follows*

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties as follows:

**HAYS COUNTY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ruben Becerra  
County Judge

Attest: \_\_\_\_\_  
Elaine Cardenas  
County Clerk

**CITY OF KYLE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Scott Sellers  
City Manager

Attest: \_\_\_\_\_  
Jennifer Vetrano  
City Secretary

**CITY OF BUDA**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kenneth Williams  
City Manager

Attest: \_\_\_\_\_  
Alicia Ramirez  
City Secretary

**TEXAS STATE UNIVERSITY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Eric Algoe  
V.P. for Finance and Support Services

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Estimated Preliminary Budget**

(Budget for Preliminary Operating Phase)

**Exhibit A-ESTIMATED CECC BUDGET**

<b>ALLOCATION</b>	<b>Total</b>	<b>Hays County</b>	<b>Kyle</b>	<b>Buda</b>	<b>TX State</b>
Capital Systems Costs-CAPS	100.00%	60.64%	24.78%	13.88%	0.70%
Capital Facility Costs-CAPF	100.00%	60.64%	24.78%	13.88%	0.70%
CECC System Costs-SYS	100.00%	60.64%	24.78%	13.88%	0.70%
Facility Space Costs-FSPACE	100.00%	60.64%	24.78%	13.88%	0.70%
Commodities Costs-COMM	100.00%	60.64%	24.78%	13.88%	0.70%
Contractual Costs-CONT	100.00%	60.64%	24.78%	13.88%	0.70%
Hays County Mgt and Admin Costs-HCMA	100.00%	60.64%	24.78%	13.88%	0.70%
Program Shared Personnel and Support Costs -PSPS	100.00%	60.64%	24.78%	13.88%	0.70%
Buda/Hays Personnel and Support Costs-BHPS	100.00%	81.37%	0.00%	18.63%	0.00%
Buda/TXST/Hays Personnel and Support Costs-BTHPS	100.00%	80.61%	0.00%	18.45%	0.93%

**CAPITAL COSTS** (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years)

**CAPS-Capital Systems Costs**

**CAPF-Capital Facility Costs**

**OPERATING COSTS**

**SYS-CECC System Costs** (see New World Contract Cost Allocation)

CAD maintenance	\$ 55,733.00	\$ 33,997.00	\$ 13,933.00	\$ 7,803.00	\$ 778.00
RMS maintenance	\$ 61,496.00	\$ 34,438.00	\$ 11,069.00	\$ 4,920.00	\$ 11,069.00
Moblie CAD	\$ 87,578.00	\$ 55,858.00	\$ 12,977.00	\$ 5,767.00	\$ 12,977.00
Other software, 3rd party hardware, software and services	\$ 57,475.00	\$ 33,119.00	\$ 11,652.00	\$ 5,718.00	\$ 7,117.00
Misc support and services	\$ 15,000.00	\$ 9,096.00	\$ 3,717.00	\$ 2,082.00	\$ 105.00
<b>total</b>	<b>\$ 277,282.00</b>	<b>\$ 166,508.00</b>	<b>\$ 53,348.00</b>	<b>\$ 26,290.00</b>	<b>\$ 32,046.00</b>

**FSPACE-Facility Space Costs**

Shared Facility Space	\$ 48,080.00	\$ 29,155.71	\$ 11,914.22	\$ 6,673.50	\$ 336.56
General Facility Space (common, break rm, bath, etc)	\$ 18,597.24	\$ 11,277.37	\$ 4,608.40	\$ 2,581.30	\$ 130.18
Entity Exclusive Facility Space	\$ 17,870.00	\$ 10,130.00	\$ 5,430.00	\$ -	\$ 2,310.00
<b>total</b>	<b>\$ 84,547.24</b>	<b>\$ 50,563.08</b>	<b>\$ 21,952.62</b>	<b>\$ 9,254.80</b>	<b>\$ 2,776.74</b>
<b>total</b>	<b>\$ 361,829.24</b>	<b>\$ 217,071.08</b>	<b>\$ 75,300.62</b>	<b>\$ 35,544.80</b>	<b>\$ 34,822.74</b>

**Exhibit B**

**Estimated Budget**

(Budget for years following the Preliminary Operating Phase)

## Exhibit B-ESTIMATED CECC BUDGET

<b>ALLOCATION</b>	<b>Total</b>	<b>Hays County</b>	<b>Kyle</b>	<b>Buda</b>	<b>TX State</b>
Capital Systems Costs-CAPS	100.00%	60.64%	24.78%	13.88%	0.70%
Capital Facility Costs-CAPF	100.00%	60.64%	24.78%	13.88%	0.70%
CECC System Costs-SYS	100.00%	60.64%	24.78%	13.88%	0.70%
Facility Space Costs-FSPACE	100.00%	60.64%	24.78%	13.88%	0.70%
Commodities Costs-COMM	100.00%	60.64%	24.78%	13.88%	0.70%
Contractual Costs-CONT	100.00%	60.64%	24.78%	13.88%	0.70%
Hays County Mgt and Admin Costs-HCMA	100.00%	60.64%	24.78%	13.88%	0.70%
Program Shared Personnel and Support Costs -PSPS	100.00%	60.64%	24.78%	13.88%	0.70%
Buda/Hays Personnel and Support Costs-BHPS	100.00%	81.37%	0.00%	18.63%	0.00%
Buda/TXST/Hays Personnel and Support Costs-BTHPS	100.00%	80.61%	0.00%	18.45%	0.93%

### **CAPITAL COSTS** (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years)

#### CAPS-Capital Systems Costs

#### CAPF-Capital Facility Costs

### **OPERATING COSTS**

#### SYS-CECC System Costs (see New World Contract Cost Allocation)

CAD maintenance	\$ 55,733.00	\$ 33,997.00	\$ 13,933.00	\$ 7,803.00	\$ 778.00
RMS maintenance	\$ 61,496.00	\$ 34,438.00	\$ 11,069.00	\$ 4,920.00	\$ 11,069.00
Moblie CAD	\$ 87,578.00	\$ 55,858.00	\$ 12,977.00	\$ 5,767.00	\$ 12,977.00
Other software, 3rd party hardware, software and services	\$ 57,475.00	\$ 33,119.00	\$ 11,652.00	\$ 5,718.00	\$ 7,117.00
Misc support and services	\$ 15,000.00	\$ 9,096.00	\$ 3,717.00	\$ 2,082.00	\$ 105.00
<b>total</b>	<b>\$ 277,282.00</b>	<b>\$ 166,508.00</b>	<b>\$ 53,348.00</b>	<b>\$ 26,290.00</b>	<b>\$ 32,046.00</b>

#### FSPACE-Facility Space Costs

Shared Facility Space	\$ 48,080.00	\$ 29,155.71	\$ 11,914.22	\$ 6,673.50	\$ 336.56
General Facility Space (common, break rm, bath, etc)	\$ 18,597.24	\$ 11,277.37	\$ 4,608.40	\$ 2,581.30	\$ 130.18
Entity Exclusive Facility Space	\$ 17,870.00	\$ 10,130.00	\$ 5,430.00	\$ -	\$ 2,310.00
<b>total</b>	<b>\$ 84,547.24</b>	<b>\$ 50,563.08</b>	<b>\$ 21,952.62</b>	<b>\$ 9,254.80</b>	<b>\$ 2,776.74</b>

#### COMM-Commodities Costs

Postage	\$ 500.00	\$ 303.20	\$ 123.90	\$ 69.40	\$ 3.50
Office supplies	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
<b>total</b>	<b>\$ 5,500.00</b>	<b>\$ 3,335.20</b>	<b>\$ 1,362.90</b>	<b>\$ 763.40</b>	<b>\$ 38.50</b>

**CONT-Contractual Costs**

Fiber	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
Insurance	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
Electric	\$ 10,000.00	\$ 6,064.00	\$ 2,478.00	\$ 1,388.00	\$ 70.00
Water/sewer	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
Cable	\$ 2,400.00	\$ 1,455.36	\$ 594.72	\$ 333.12	\$ 16.80
Phone/Communications	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
Copy machine	\$ 6,000.00	\$ 3,638.40	\$ 1,486.80	\$ 832.80	\$ 42.00
<b>total</b>	<b>\$ 38,400.00</b>	<b>\$ 23,285.76</b>	<b>\$ 9,515.52</b>	<b>\$ 5,329.92</b>	<b>\$ 268.80</b>

**HCMA-Hays County Mgt and Admin Costs**

Building Maintenance	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
Janitorial	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
<b>total</b>	<b>\$ 10,000.00</b>	<b>\$ 6,064.00</b>	<b>\$ 2,478.00</b>	<b>\$ 1,388.00</b>	<b>\$ 70.00</b>

**PSPS-Program Shared Personnel and Support Costs**

**Personnel-Management**

CECC Director	\$ 95,432.00	\$ 57,869.96	\$ 23,648.05	\$ 13,245.96	\$ 668.02
<b>total</b>	<b>\$ 95,432.00</b>	<b>\$ 57,869.96</b>	<b>\$ 23,648.05</b>	<b>\$ 13,245.96</b>	<b>\$ 668.02</b>

**Personnel-Support**

IT Support Tech	\$ 73,925.60	\$ 44,828.48	\$ 18,318.76	\$ 10,260.87	\$ 517.48
<b>total</b>	<b>\$ 73,925.60</b>	<b>\$ 44,828.48</b>	<b>\$ 18,318.76</b>	<b>\$ 10,260.87</b>	<b>\$ 517.48</b>

**Support**

Travel	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
Training	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
<b>total</b>	<b>\$ 10,000.00</b>	<b>\$ 6,064.00</b>	<b>\$ 2,478.00</b>	<b>\$ 1,388.00</b>	<b>\$ 70.00</b>

**BTHPS-Buda/Hays Personnel and Support Costs**

**Personnel-Operations**

Emergency Communications Director	\$ 126,771.60	\$ 103,154.05	\$ -	\$ 23,617.55	\$ -
Emergency Communications Operations Manager	\$ 96,659.06	\$ 78,651.48	\$ -	\$ 18,007.58	\$ -
Lead Emergency Comm. Officer	\$ 88,879.72	\$ 72,321.43	\$ -	\$ 16,558.29	\$ -
Lead Emergency Comm. Officer	\$ 87,696.86	\$ 71,358.94	\$ -	\$ 16,337.93	\$ -
Emergency Communications Officer	\$ 62,784.09	\$ 51,087.41	\$ -	\$ 11,696.68	\$ -
Emergency Communications Officer	\$ 69,324.43	\$ 56,409.28	\$ -	\$ 12,915.14	\$ -
Emergency Communications Officer	\$ 63,904.81	\$ 51,999.35	\$ -	\$ 11,905.47	\$ -
Emergency Communications Officer	\$ 62,497.34	\$ 50,854.08	\$ -	\$ 11,643.25	\$ -
Emergency Communications Officer	\$ 62,813.96	\$ 51,111.72	\$ -	\$ 11,702.24	\$ -
Emergency Communications Officer	\$ 76,680.81	\$ 62,395.17	\$ -	\$ 14,285.63	\$ -
Emergency Communications Officer	\$ 62,825.91	\$ 51,121.44	\$ -	\$ 11,704.47	\$ -

Emergency Communications Officer	\$ 62,497.34	\$ 50,854.08	\$ -	\$ 11,643.25	\$ -
Emergency Communications Officer	\$ 62,497.34	\$ 50,854.08	\$ -	\$ 11,643.25	\$ -
Emergency Communications Officer	\$ 62,497.34	\$ 50,854.08	\$ -	\$ 11,643.25	\$ -
Emergency Communications Officer	\$ 78,486.15	\$ 63,864.18	\$ -	\$ 14,621.97	\$ -
Emergency Communications Officer	\$ 63,632.40	\$ 51,777.68	\$ -	\$ 11,854.72	\$ -
Emergency Communications Officer	\$ 70,036.53	\$ 56,988.72	\$ -	\$ 13,047.80	\$ -
Overtime	\$ 179,220.00	\$ 144,474.73	\$ -	\$ 33,072.41	\$ -
<b>total</b>	<b>\$ 1,439,705.68</b>	<b>\$ 1,170,131.93</b>	<b>\$ -</b>	<b>\$ 267,900.89</b>	<b>\$ -</b>

**Support**

Travel	\$ 3,500.00	\$ 2,847.95	\$ -	\$ 652.05	\$ -
Training	\$ 5,000.00	\$ 4,068.50	\$ -	\$ 931.50	\$ -
<b>total</b>	<b>\$ 8,500.00</b>	<b>\$ 6,916.45</b>	<b>\$ -</b>	<b>\$ 1,583.55</b>	<b>\$ -</b>

**BHPS-Buda/TX ST/Hays Personnel and Support Costs**

**Personnel-Operations**

Emergency Communications Operations Manager	\$ 103,461.06	\$ 83,403.13	\$ -	\$ 19,092.21	\$ 965.72
Lead Emergency Comm. Officer	\$ 79,389.42	\$ 63,998.24	\$ -	\$ 14,650.15	\$ 741.03
Lead Emergency Comm. Officer	\$ 67,525.06	\$ 54,434.02	\$ -	\$ 12,460.75	\$ 630.29
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
911 Call Taker	\$ 62,497.34	\$ 50,381.02	\$ -	\$ 11,532.96	\$ 583.36
Overtime	\$ 179,220.00	\$ 144,474.73	\$ -	\$ 33,072.41	\$ 1,672.86
<b>total</b>	<b>\$ 1,242,060.93</b>	<b>\$ 1,001,263.37</b>	<b>\$ -</b>	<b>\$ 229,204.03</b>	<b>\$ 11,593.53</b>

**Support**

Travel	\$ 2,000.00	\$ 1,612.26	\$ -	\$ 369.07	\$ 18.67
Training	\$ 3,500.00	\$ 2,821.46	\$ -	\$ 645.87	\$ 32.67
<b>total</b>	<b>\$ 5,500.00</b>	<b>\$ 4,433.72</b>	<b>\$ -</b>	<b>\$ 1,014.94</b>	<b>\$ 51.34</b>

<b>total</b>	<b>\$ 3,290,853.44</b>	<b>\$ 2,541,263.95</b>	<b>\$ 133,104.85</b>	<b>\$ 567,624.37</b>	<b>\$ 48,100.41</b>
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**Exhibit C**

**Facility Space Allocation**

**Exhibit C-FACILITY SPACE ALLOCATION**

<u>Facility Space</u>	<u>Net Square Footage (NSF)</u>	<u>Description</u>
Entity Exclusive Facility Space-Hays County	1013	Portion of the CECC Space within the Facility that is used exclusively by Hays County
Entity Exclusive Facility Space-Kyle	543	Portion of the CECC Space within the Facility that is used exclusively by Kyle
Entity Exclusive Facility Space-TX ST	231	Portion of the CECC Space within the Facility that is used exclusively by TX ST
Shared Facility Space	4808	Total CECC Space within the Facility shared by all Parties
<b>Total CECC Space</b>	<b>6595</b>	Total CECC Space within the Facility
<b>Entire Facility</b>	<b>69428</b>	Total Facility Space
<b>% CECC to total</b>	<b>9.499%</b>	Percentage of CECC space to Total Facility Space
<b>General Facility Space</b>	<b>19578</b>	Total General Facility Space accessible by the Parties or common to the entire Facility
<b>CECC Share of General Facility Space</b>	<b>1860</b>	The CECC's share of the General Facility Space accessible by the Parties or common to the entire Facility, (General Facility Space multiplied by %CECC to total)

Level	Department	Room Number	Room Name	NSF Area
LEVEL 1	ECC-HC	1314	HAYS COUNTY COMMUNICATIONS DIRECTOR	250
LEVEL 1	ECC-HC	1311	SUPER VISOR SHARED OFFICE	187
LEVEL 1	ECC-HC	1306	HAYS COUNTY DISPATCH STATION - 9	576
			<b>Total Hays County</b>	<b>1013</b>
LEVEL 1	ECC-KYLE	1312	KPD MANAGER	177
LEVEL 1	ECC-HC	1309	OFFICE	110
LEVEL 1	ECC-KYLE	1306	KYLE DISPATCH STATION - 4	256
			<b>Total City of Kyle</b>	<b>543</b>
LEVEL 1	ECC-TXST	1303	TXST MANAGER	103
LEVEL 1	ECC-TXST	1306	TXST DISPATCH STATION - 2	128
			<b>Total Texas State University</b>	<b>231</b>
LEVEL 1	ECC-SHARED	1307	STORAGE SUPPLIES	203
LEVEL 1	ECC-SHARED	1310	WORKROOM	116
LEVEL 1	ECC-SHARED	1316	BREAK	153
LEVEL 1	ECC-SHARED	1222	ECC JANITOR	57
LEVEL 1	ECC-SHARED	1313	CECC DIRECTOR	134
LEVEL 1	ECC-SHARED	1317	QUIET ROOM	84
LEVEL 1	ECC-SHARED	1306	SHARED STATIONS / OVERFLOW - 9	576
LEVEL 1	ECC-SHARED	1306	COMMUNICATIONS CENTER - CIRCULATION/GROWTH SPACE	2620
LEVEL 1	ECC-SHARED	1302	STAFF RR	62
LEVEL 1	ECC-SHARED	1308	HALL	526
LEVEL 1	ECC-SHARED	1315	HALL	138
LEVEL 1	ECC-SHARED	1301	HALL	139
			<b>Total Shared by All Parties</b>	<b>4808</b>
LEVEL 1	BUILDING SUPPORT	1115	JANITOR	107
LEVEL 1	BUILDING SUPPORT	1126	WOMEN'S PUBLIC RESTROOM	176
LEVEL 1	BUILDING SUPPORT	1127	MEN'S PUBLIC RESTROOM	178
LEVEL 1	BUILDING SUPPORT	1401	CENTRAL STAFF BREAKROOM	879
LEVEL 1	BUILDING SUPPORT	1402	MAIN ELECTRICAL ROOM	852
LEVEL 1	BUILDING SUPPORT	1403	BUILDING MAINTENANCE WORK ROOM	374
LEVEL 1	BUILDING SUPPORT	1406	WATER SERVICE ENTRY ROOM	93
LEVEL 1	BUILDING SUPPORT	1407	FIRE WATER SERVICE ROOM	90
LEVEL 1	BUILDING SUPPORT	1408	DEMARC	84
LEVEL 1	BUILDING SUPPORT	1605	DATA CENTER	1046
LEVEL 1	BUILDING SUPPORT	1622	ELECTRICAL ROOM	149
LEVEL 1	BUILDING SUPPORT	1623	STORAGE	97
LEVEL 1	BUILDING SUPPORT	1626	WOMENS TOILET/SHOWER ROOMS	300
LEVEL 1	BUILDING SUPPORT	1627	MENS TOILET/SHOWER ROOMS	298
LEVEL 1	BUILDING SUPPORT	1631	JANITOR	51
LEVEL 1	BUILDING SUPPORT	1706	DEMARC	97
LEVEL 1	PUBLIC CIRCULATION	1101	EXIT VESTIBULE	106
LEVEL 1	PUBLIC CIRCULATION	1102	ENTRY VESTIBULE	158
LEVEL 1	PUBLIC CIRCULATION	1103	FUTURE SCREENING QUEUING	222
LEVEL 1	PUBLIC CIRCULATION	1104	FUTURE SCREENING AREA	442
LEVEL 1	PUBLIC CIRCULATION	1105	PUBLIC LOBBY / WAITING	2562
LEVEL 1	PUBLIC CIRCULATION	1111	HALL	200
LEVEL 1	PUBLIC CIRCULATION	1122	VENDING AREA	85
LEVEL 1	PUBLIC CIRCULATION	1123	HALL	348
LEVEL 1	SHARED	1106	RECORDS STAFF	320
LEVEL 1	SHARED	1107	RECORDS STORAGE	126
LEVEL 1	SHARED	1112	LARGE INTERVIEW ROOM	161
LEVEL 1	SHARED	1113	LARGE INTERVIEW ROOM	162
LEVEL 1	SHARED	1124	PUBLIC MEETING ROOM	712
LEVEL 1	SHARED	1125	PUBLIC MEETING ROOM STORAGE	98
LEVEL 1	SHARED	1220	WOMENS STAFF RESTROOMS	173
LEVEL 1	SHARED	1221	MENS STAFF RESTROOMS	174
LEVEL 1	SHARED	1304	MULTI-PURPOSE ROOM	1504
LEVEL 1	SHARED	1305	MULTI-PURPOSE STORAGE	273

LEVEL 1 SHARED	1511	WORKROOM	187
LEVEL 1 SHARED	1624	JUVENILE PROCESSING ROOM	163
LEVEL 1 SHARED	1633	MOTHERS ROOM	89
LEVEL 1 SHARED	1634	EMERGENCY RESPONSE STORAGE	356
LEVEL 1 STAFF (SECURE) CIRCULATION	1201	HALL	760
LEVEL 1 STAFF (SECURE) CIRCULATION	1405	HALL	240
LEVEL 1 STAFF (SECURE) CIRCULATION	1501	HALL	2115
LEVEL 1 STAFF (SECURE) CIRCULATION	1620	HALL	340
LEVEL 1 STAFF (SECURE) CIRCULATION	1632	HALL	724
LEVEL 1 STAFF (SECURE) CIRCULATION	1724	HALL	244
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1121	ELEV-02	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1612	ELEV-01	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1613	STAIR-01	348
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1707	STAIR-02	177
LEVEL 1 TECHNOLOGY	1601	HALL	258
LEVEL 1 TECHNOLOGY	1602	HCSO IT OFFICE	111
LEVEL 1 TECHNOLOGY	1603	MOBILE DATA / SUPPORT TECH	115
LEVEL 1 TECHNOLOGY	1604	HC IT MANAGER OFFICE	114
LEVEL 1 TECHNOLOGY	1607	IT SECURE STORAGE	199
LEVEL 1 TECHNOLOGY	1608	IT LAB WORKSHOP	225
<b>Total General Facility</b>			<b>19578</b>

**FACILITY SPACE COSTS**

Facility Space	NSF	EC factor	NSF	\$/sq-ft/yr	Total	Kyle factor	Buda factor	HC factor	TXST factor	Kyle Cost	Buda Cost	HC Cost	TXST Cost	
CECC Shared Space	4808	100%	4808	\$ 10.00	\$48,080.00	24.78%	13.88%	60.64%	0.70%	\$ 11,914.22	\$ 6,673.50	\$ 29,155.71	\$ 336.56	
General Facility Space (break rm, bath, etc)	19578	9.499%	1860	\$ 10.00	\$18,597.24	24.78%	13.88%	60.64%	0.70%	\$ 4,608.40	\$ 2,581.30	\$ 11,277.37	\$ 130.18	
Entity Exclusive Space													\$ -	
<i>HC</i>	1013	100%	1013	\$ 10.00	\$10,130.00	0%	0%	100%	0%	\$ -	\$ -	\$ 10,130.00	\$ -	
<i>Buda</i>	0	100%	0	\$ 10.00	\$ -	0%	100%	0%	0%	\$ -	\$ -	\$ -	\$ -	
<i>Kyle</i>	543	100%	543	\$ 10.00	\$ 5,430.00	100%	0%	0%	0%	\$ 5,430.00	\$ -	\$ -	\$ -	
<i>TxST</i>	231	100%	231	\$ 10.00	\$ 2,310.00	0%	0%	0%	100%	\$ -	\$ -	\$ -	\$ 2,310.00	
					<b><u>\$ 17,870.00</u></b>						<b><u>\$ 21,952.62</u></b>	<b><u>\$ 9,254.80</u></b>	<b><u>\$ 50,563.08</u></b>	<b><u>\$ 2,776.74</u></b>

**Exhibit D**

**Initial CAD/RMS Costs**

**Exhibit D-INITIAL CAD/RMS COSTS**

Hays County New World Contract	Units	License	Discount	License Total	Year One Maintenance	Per Unit Cost	HAYS	KYLE	BUDA	TSU
<b>CAD, RMS, Mobile CAD, etc</b>				<b>\$1,133,282</b>	<b>\$262,282</b>		<b>\$157,411</b>	<b>\$49,631</b>	<b>\$24,207</b>	<b>\$31,941</b>
<b>Misc Support and Services (allowance)</b>					<b>\$15,000</b>		<b>\$9,096</b>	<b>\$3,717</b>	<b>\$2,082</b>	<b>\$105</b>
<b>TOTALS</b>					<b>\$277,282</b>		<b>\$166,507</b>	<b>\$53,348</b>	<b>\$26,289</b>	<b>\$32,046</b>

**Allocation Methods**

Method 1-% CFS / 911 or Combination							61%	25%	14%	0.7%				
CAD Totals							\$45,850	\$18,749	\$10,482	\$1,060				
Method 2-% Total Number of Sworn Report to DPS UCR							155	56%	51	18%	22	8%	50	18%
RMS/Mobile Totals/etc							\$111,562	\$30,882	\$13,725	\$30,882				

**CAD**

New World Enterprise Combined LE/FIRE/EMS/CAD	\$91,130	\$10,936	\$80,194	\$24,874	\$15,173	\$6,219	\$3,482	\$174
BOLO's	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
Cad Auto Routing	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
CAD AVL	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
Srevice Vehicle Rotation (Wrecker)	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$399
Unit Management	\$12,000	\$1,440	\$10,560	\$2,218	\$1,353	\$555	\$311	\$16
Web Cad Monitor	\$20,000	\$2,400	\$17,600	\$3,696	\$2,255	\$924	\$517	\$26
CAD Pagin Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
E-911 Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
NG911 Interface (text to 911)	\$15,000	\$1,080	\$13,200	\$2,772	\$1,691	\$693	\$388	\$19
Encoder Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
Fire Records Interface	\$18,000	\$2,160	\$15,840	\$3,326	\$2,029	\$832	\$466	\$23
ePCR Interface	\$18,000	\$2,160	\$15,840	\$3,326	\$2,029	\$832	\$466	\$23
Pre-Arrival Questionnaire Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
twitter Interface	\$3,000	\$360	\$2,640	\$554	\$338	\$139	\$78	\$4
On-Line CAD Interface to State/NCIC	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
CAD CFS (xml) Export Interface	\$18,000	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL-Allocation Method 1</b>	<b>\$276,130</b>	<b>\$48,256</b>	<b>\$227,154</b>	<b>\$55,733</b>	<b>\$33,997</b>	<b>\$13,933</b>	<b>\$7,803</b>	<b>\$778</b>

**RMS**

New World Multi-Jurisdictional Law Enforcement Records	\$52,800	\$6,336	\$46,464	\$20,467	\$11,462	\$3,684	\$1,637	\$3,684
Federal UCR/IBR	\$16,000	\$1,920	\$14,080	\$2,957	\$1,656	\$532	\$237	\$532
Alarm Tracking & Billing	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Animal Tracking	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Career Criminal registry (Parolee, sexoffender)	\$8,000	\$960	\$7,040	\$1,478	\$828	\$266	\$118	\$266
Case Management	\$8,000	\$960	\$7,040	\$1,478	\$828	\$266	\$118	\$266
Datat Analysis / Crime Mapping / Management reporting	\$18,000	\$2,160	\$15,840	\$3,326	\$1,863	\$599	\$266	\$599
Demographic Profiling Reporting	\$12,000	\$1,440	\$10,560	\$2,216	\$1,241	\$399	\$177	\$399
Equipment Tracking	\$12,000	\$1,440	\$10,560	\$2,216	\$1,241	\$399	\$177	\$399
Field Investigations	\$8,000	\$960	\$7,040	\$1,478	\$828	\$266	\$118	\$266
Gang Tracking	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Narcotics Management / Intelligence	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Orders of Protection	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399.24	\$177	\$399
Web Case Report Download (requires database replication)	\$10,000	\$1,200	\$8,800	\$1,846	\$1,034	\$332	\$148	\$332
Citizen Reporting Interface	\$18,000	\$2,160	\$15,840	\$3,326	\$1,863	\$599	\$148	\$599
Public Safety Lineups / Mug Shots (LERMS)	\$22,000	\$2,640	\$19,360	\$4,066	\$2,277	\$732	\$325	\$732
Tyler Content Manger (TCM)	\$15,000	\$0	\$15,000	\$3,150	\$1,764	\$567	\$252	\$567
New World State / NCIC Interface	\$13,000	\$1,560	\$11,440	\$2,402	\$1,413	\$432	\$192	\$432

Hays County New World Contract	Units	License	Discount	License Total	Year One	Per Unit	HAYS	KYLE	BUDA	TSU
					Maintenance	Cost				
Ticket Writer Interface (Support Brazos)		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
<b>TOTAL-Allocation Method 2</b>		<b>\$272,800</b>	<b>\$30,936</b>	<b>\$241,864</b>	<b>\$61,496</b>		<b>\$34,438</b>	<b>\$11,069</b>	<b>\$4,920</b>	<b>\$11,069</b>
<b>Mobile</b>										
New World Field Based Reporting Server		\$45,000	\$5,400	\$39,600	\$8,316		\$4,657	\$1,497	\$665	\$1,497
LE Field reporting (Federal Standard)	244	\$97,600	\$11,740	\$85,660	\$17,989	\$74	\$10,074	\$3,238	\$1,439	\$3,238
Field Investigation Field Reporting (1 Form)	244	\$22,500	\$2,700	\$19,800	\$4,497	\$18	\$2,518	\$809	\$360	\$809
Demographic Profiling Questionnaire	214	\$16,050	\$1,964	\$14,086	\$2,928	\$14	\$1,640	\$527	\$234	\$527
New World Mobile Messaging Server		\$65,000	\$7,800	\$57,200	\$12,012		\$6,727	\$2,162	\$961	\$2,162
New World Mobile/Mobility Site License LE		\$27,500	\$4,150	\$23,350	\$23,350		\$13,076	\$4,203	\$1,868	\$4,203
New World Mobile/Mobility Site License Fire/EMS		\$0	\$0	\$0	\$15,486		\$15,486	\$0	\$0	\$0
Fire Dispatch/Messaging		\$24,000	\$2,880	\$21,120	\$0		\$0	\$0	\$0	\$0
Drivers License Mag Stripe Reader / Barcode Reader Interface		\$22,500	\$2,700	\$19,800	\$0		\$0	\$0	\$0	\$0
Mugshot Image Download		\$22,500	\$2,700	\$19,800	\$0		\$0	\$0	\$0	\$0
State Photo Download		\$22,500	\$2,700	\$19,800	\$0		\$0	\$0	\$0	\$0
In-Car Routing		\$28,500	\$3,420	\$25,080	\$0		\$0	\$0	\$0	\$0
Crew Force - Fire Dispatch Wi/ Advanced Mapping		\$95,000	\$11,400	\$83,600	\$0		\$0	\$0	\$0	\$0
New World Mobility Server		\$20,000	\$2,400	\$17,600	\$0		\$0	\$0	\$0	\$0
LE Dispatch / Messaging / State / NCIC		\$90,000	\$10,800	\$79,200	\$0		\$0	\$0	\$0	\$0
In-Car Mapping / AVL		\$42,750	\$5,130	\$37,620	\$0		\$0	\$0	\$0	\$0
Shield force - LE Dispatch w/ Advanced Mapping		\$71,250	\$8,550	\$62,700	\$0		\$0	\$0	\$0	\$0
Mobility Hosting Fee		\$0	\$0	\$0	\$3,000		\$1,680	\$540	\$240	\$540
<b>TOTAL-Allocation Mehtod 2</b>		<b>\$712,650</b>	<b>\$86,434</b>	<b>\$626,016</b>	<b>\$87,578</b>		<b>\$55,858</b>	<b>\$12,977</b>	<b>\$5,767</b>	<b>\$12,977</b>
<b>Other Software</b>										
Workstation License		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Law Enforcement Records Mangement Data Mart / 2 Users		\$4,000	\$480	\$3,520	\$739		\$414	\$133	\$59	\$133
CAD Data Mart / 3-4 Users		\$6,000	\$720	\$5,280	\$1,109		\$676	\$277	\$155	\$8
CAD Dashboards		\$14,000	\$1,680	\$12,320	\$2,587		\$1,578	\$647	\$362	\$18
LE Records mangement Dashboards		\$14,000	\$1,680	\$12,320	\$2,587		\$1,449	\$466	\$207	\$466
<b>TOTAL-Allocation Method 1</b>		<b>\$20,000</b>	<b>\$2,400</b>	<b>\$17,600</b>	<b>\$3,696</b>		<b>\$2,255</b>	<b>\$924</b>	<b>\$517</b>	<b>\$26</b>
<b>TOTAL-Allocation Method 2</b>		<b>\$18,000</b>	<b>\$2,160</b>	<b>\$15,840</b>	<b>\$3,326</b>		<b>\$1,863</b>	<b>\$599</b>	<b>\$266</b>	<b>\$599</b>
<b>Third Party Hardware, Software and Services</b>										
Elasticsearch Platium Edition (Annual Subscriptions - 1 Node)	1	\$0	\$0	\$1,500	\$1,500		\$840	\$270	\$120	\$270
Embedded Third party Software	1	\$15,000	\$15,000	\$3,150	\$3,150		\$1,764	\$567	\$252	\$567
Esri ArcGIS Engine Runtime for CAD Workstations	8	\$500	\$4,000	\$105	\$840		\$470	\$151	\$67	\$151
Esri Mobile In-Car Mapping and Rounting Units	285	\$250	\$71,250	\$53	\$14,963	\$53	\$9,127	\$3,741	\$2,095	\$105
<b>TOTAL-Allocation Method 1</b>		<b>\$750</b>	<b>\$75,250</b>	<b>\$158</b>	<b>\$15,803</b>		<b>\$9,598</b>	<b>\$3,892</b>	<b>\$2,162</b>	<b>\$256</b>
<b>TOTAL-Allocation Method 2</b>		<b>\$15,000</b>	<b>\$15,000</b>	<b>\$4,650</b>	<b>\$4,650</b>		<b>\$2,604</b>	<b>\$837</b>	<b>\$372</b>	<b>\$837</b>
<b>Microsoft</b>										
EA Licensing					\$30,000		\$16,800	\$5,400	\$2,400	\$5,400
<b>TOTAL-Allocation Method 2</b>					<b>\$30,000</b>		<b>\$16,800</b>	<b>\$5,400</b>	<b>\$2,400</b>	<b>\$5,400</b>
					<b>Total</b>		<b>HC</b>	<b>Kyle</b>	<b>Buda</b>	<b>TXST</b>
					<b>CAD maint</b>	\$55,733	\$33,997	\$13,933	\$7,803	\$778
					<b>RMS Maint</b>	\$61,496	\$34,438	\$11,069	\$4,920	\$11,069
					<b>Mobile CAD</b>	\$87,578	\$55,858	\$12,977	\$5,767	\$12,977
					<b>Other Software, Third Party Hardware, Software and Services, MS-EA</b>	\$57,475	\$33,119	\$11,652	\$5,718	\$7,117
					<b>Misc Support and Services (Allocation Method 1)</b>	\$15,000	\$9,096	\$3,717	\$2,082	\$105

## **Exhibit E**

### **Suggested Objectives and Performance Measures**

**Develop an organizational structure and funding strategy for the operation and maintenance of a Combined Emergency Communication Center (CECC) within the Hays County Public Safety Facility that will provide:**

- Operational efficiencies in a reliable work environment through innovation and the use of shared technology and resources
- Systems and protocols for a timely and effective public safety response to citizens for the protection of life and property
- Valuable and accurate information to responders in order to facilitate the most appropriate response and maintain responder safety
- Unified critical event and emergency management operations with the ability to quickly and appropriately allocate resources and facilitate communications across all agencies

*Further Objectives and detailed performance measures will be developed by the managing boards of the CECC once constituted.*

**Exhibit F**

**Initial List of Designated Members of the Advisory Board**

*To be determined.*

**Exhibit G**

**Cost Allocation**

**Exhibit G-COST ALLOCATION**

***911 Call Method***

A hybrid of the percentage of '911 calls' and a percentage of the number of sworn officers for each agency has been used to determine the cost allocations for CAD/RMS costs. All other shared costs are allocated by using a percentage of '911 calls' for the applicable agencies.

Data for 2016 has been provided by the HCSO, Kyle PD, and TXST PD for each agency's total '911 Calls'. The HCSO received 53067 '911 Calls' and KPD received 17648 '911 Calls'. Since the HCSO provides services for other agencies including Buda PD and '911 Calls' are not categorized specifically for each entity, 'Calls for Service' has been used to estimate the number of HCSO '911 Calls' that can be assigned to Buda PD.

Buda PD's 12428 'Calls for Service' is 18.627% of the 66720 'Calls for Service' processed at the HCSO. This percentage is then used to estimate Buda PD's '911 Calls' equaling 9885 (18.627% of 53067). '911 Calls' for the HCSO less Buda PD is estimated at 43182 (53067 minus 9885).

<b>911 Call History</b>	<b>911 calls</b>
TXST PD	500
KPD 911 calls	17648
Total HCSO 911 calls (includes all agencies served)	53067
	<b><u>Total 911 calls</u></b>
	<b><u>71215</u></b>

<b>Buda Calls for Service as part of HCSO total</b>	<b>Calls for Service</b>	<b>Percentage</b>
BPD Calls for Service	12428	<b>18.63%</b>
HCSO Calls for Service	54292	<b>81.37%</b>

**Total HCSO Calls for Service (includes all agencies served)**      **66720**

<b>911 Call Estimate All Parties</b>	<b>Est. 911 calls</b>	<b>Percentage</b>
TXST PD (est 911 calls)	500	<b>0.70%</b>
KPD 911 Calls	17648	<b>24.78%</b>
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	<b>60.64%</b>
Est. BPD (18% of HCSO)	9885	<b>13.88%</b>

**Total 911 Calls All Parties**      **71215**

<b>911 Call Estimate-Buda/TXST/Hays Personnel and Support Costs (BTHPS)</b>	<b>Est. 911 calls</b>	<b>Percentage</b>
TXST PD (est 911 calls)	500	<b>0.93%</b>
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	<b>80.61%</b>
Est. BPD (18% of HCSO)	9885	<b>18.45%</b>

**Total 911 Calls Buda/TX ST/Hays**      **53567**

***Sworn Officer Method***

The number of sworn officers is the number reported by the agency to DPS for the Uniform Crime Reporting (UCR) Program

<b>Number of Sworn Officers</b>	<b>Sworn Officers</b>	<b>Percentage</b>
TXST PD	50	<b>17.99%</b>
KPD	51	<b>18.35%</b>
HCSO	155	<b>55.76%</b>
BPD	22	<b>7.91%</b>

**Total Sworn Officers**      **278**

**Exhibit H**

**Required Program FTE Staffing**

**Exhibit H-FTE STAFFING**

Slot#	Title	Grade	Base Salary	Uniform Allowance	Longevity	Total Salary	FICA/Medicare	Retirement	Medical/Dental/Life Ins	Total Cost
<b>PSPS</b>										
<b>Personnel-Management</b>										
0500-001	CECC Director	116	\$ 70,000.00			\$ 70,000.00	\$ 5,355.00	\$ 8,281.00	\$ 11,796.00	\$ 95,432.00
<b>Personnel-IT</b>										
0000-001	IT Support Tech	114	\$ 52,000.00			\$ 52,000.00	\$ 3,978.00	\$ 6,151.60	\$ 11,796.00	\$ 73,925.60
<b>BHPS</b>										
<b>Personnel-Operations</b>										
LT	Emergency Communciations Director	LT-MAX	\$ 95,870.00	\$ 360.00		\$ 96,230.00	\$ 7,361.60	\$ 11,384.01	\$ 11,796.00	\$ 126,771.60
0510-001	Emergency Communications Operations Mgr	115	\$ 69,847.00	\$ 360.00	\$ 820.00	\$ 71,027.00	\$ 5,433.57	\$ 8,402.49	\$ 11,796.00	\$ 96,659.06
0513-001	Lead Emergency Comm. Officer	113	\$ 62,711.00	\$ 360.00	\$ 1,445.00	\$ 64,516.00	\$ 4,935.47	\$ 7,632.24	\$ 11,796.00	\$ 88,879.72
0513-002	Lead Emergency Comm. Officer	113	\$ 62,711.00	\$ 360.00	\$ 455.00	\$ 63,526.00	\$ 4,859.74	\$ 7,515.13	\$ 11,796.00	\$ 87,696.86
0515-001	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 240.00	\$ 42,675.00	\$ 3,264.64	\$ 5,048.45	\$ 11,796.00	\$ 62,784.09
0515-002	Emergency Communications Officer	112	\$ 46,989.00	\$ 360.00	\$ 800.00	\$ 48,149.00	\$ 3,683.40	\$ 5,696.03	\$ 11,796.00	\$ 69,324.43
0515-003	Emergency Communications Officer	112	\$ 43,253.00	\$ 360.00		\$ 43,613.00	\$ 3,336.39	\$ 5,159.42	\$ 11,796.00	\$ 63,904.81
0515-004	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-005	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 265.00	\$ 42,700.00	\$ 3,266.55	\$ 5,051.41	\$ 11,796.00	\$ 62,813.96
0515-006	Emergency Communications Officer	112	\$ 53,946.00	\$ 360.00		\$ 54,306.00	\$ 4,154.41	\$ 6,424.40	\$ 11,796.00	\$ 76,680.81
0515-007	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 275.00	\$ 42,710.00	\$ 3,267.32	\$ 5,052.59	\$ 11,796.00	\$ 62,825.91
0515-008	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-009	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-010	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-011	Emergency Communications Officer	112	\$ 55,457.00	\$ 360.00		\$ 55,817.00	\$ 4,270.00	\$ 6,603.15	\$ 11,796.00	\$ 78,486.15
0515-012	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 950.00	\$ 43,385.00	\$ 3,318.95	\$ 5,132.45	\$ 11,796.00	\$ 63,632.40
0515-018	Emergency Communications Officer Overtime	112	\$ 48,305.00	\$ 360.00	\$ 80.00	\$ 48,745.00	\$ 3,728.99	\$ 5,766.53	\$ 11,796.00	\$ 70,036.53
			\$ 150,000.00			\$ 150,000.00	\$ 11,475.00	\$ 17,745.00		\$ 179,220.00
<b>BTHPS</b>										
<b>Personnel-Operations</b>										
0510-002	Emergency Communications Operations Mgr	115	\$ 75,880.00	\$ 360.00	\$ 480.00	\$ 76,720.00	\$ 5,869.08	\$ 9,075.98	\$ 11,796.00	\$ 103,461.06
0513-003	Lead Emergency Comm. Officer	113	\$ 56,153.00	\$ 360.00	\$ 60.00	\$ 56,573.00	\$ 4,327.83	\$ 6,692.59	\$ 11,796.00	\$ 79,389.42
0513-004	Lead Emergency Comm. Officer	113	\$ 46,283.00	\$ 360.00		\$ 46,643.00	\$ 3,568.19	\$ 5,517.87	\$ 11,796.00	\$ 67,525.06
0516-013	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-014	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-015	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-016	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-017	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-019	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-020	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-021	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-022	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-023	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-024	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-025	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-026	911 Call Taker Overtime	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
			\$ 150,000.00			\$ 150,000.00	\$ 11,475.00	\$ 17,745.00		\$ 179,220.00



# CITY OF KYLE, TEXAS

## Emergency Cash Assistance Program (ECAP)

**Meeting Date: 8/4/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Presentation on and approval of Coronavirus Relief funds in the amount of \$100,000 for the Hays County Emergency Cash Assistance Program. ~ *Tracy Scheel, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ ECAP Presentation



# GREATER SAN MARCOS

P A R T N E R S H I P



# HAYS COUNTY EMERGENCY CASH ASSISTANCE PROGRAM (ECAP)

**August 4, 2020**  
**Kyle City Council Presentation**



# HAYS COUNTY ECAP

- \$100,000 allocated by City of Kyle
- \$500,000 by Hays County
- Fund is being administered by PeopleFund
- Coordination and marketing by Greater San Marcos Partnership



# HAYS COUNTY ECAP

- For Small Businesses or Non-Profits of 10 or less employees that have not benefitted from Federal or State Funds (EIDL or PPP)
- Grants of up to \$10,000 or \$1,000 per “Qualifying Employee”
- Must have been in operation at least since January 1, 2019 and in good standing with all taxes, permits and licenses



# HAYS COUNTY ECAP

- Funding determined by nine-member committee bi-monthly.
- Funds available on a first come-first served basis until money is dispersed or until December 31, 2020, whichever comes first.
- Applicants apply starting August 10 at [www.HaysCountyECAP.com](http://www.HaysCountyECAP.com) or may pick up a hard copy application at one of the library or chamber locations noted on the website. Website & application available in Spanish.



# Questions?

Contact: **Barbara Thomason**

ECAP Awards Committee Coordinator,  
Director of Workforce Development, Business Retention  
& Expansion

**Greater San Marcos Partnership**

[BarbaraT@GreaterSanMarcosPartnership.com](mailto:BarbaraT@GreaterSanMarcosPartnership.com)

or 512-781-2074





# CITY OF KYLE, TEXAS

## Permitting Process for Encroachments

**Meeting Date: 8/4/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(Second Reading)* An Ordinance Adopting an Administrative Permitting Process for Authorizing Encroachments in the Right-of-Way and City Easements; Authorizing the City Engineer to Approve Encroachment Applications; Providing for the Approval Forms; Providing an Application Fee; And Providing for Related Matters. ~ *J. Scott Sellers, City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

LC 2012 Investments, LP (Z-20-0057)

Meeting Date: 8/4/2020  
Date time: 7:00 PM

**Subject/Recommendation:** *[Postponed 6/16/2020]* An Ordinance Amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assign original zoning to approximately 15.48 acres of land from Agriculture 'AG' to Retail Service District 'RS' and to assign original zoning to approximately 12.25 acres of land from Agriculture 'AG' to Multi-Family Residential-3 'R-3-3' for property located on the Southwest corner of Kohler's crossing and I-35 Frontage Road. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission postponed the request until July 28, 2020.  
Planning and Zoning Commission postponed the request until August 11, 2020.*

- Public Hearing

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Rodolfo and Guadalupe Martinez  
and Mary Ann Mendoza (Z-20-  
0058)

Meeting Date: 8/4/2020  
Date time: 7:00 PM

**Subject/Recommendation:** *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 13.564 acres of land from Agriculture 'AG' to Retail Service District 'RS' for properties located at 400 CR 208 and 23150 IH-35, in Hays County, Texas. (Rodolfo and Guadalupe Martinez and Mary Ann Mendoza - Z-20-0058) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

- Public Hearing

**Other Information:** Please see attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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## ATTACHMENTS:

### **Description**

- Staff Memo
- Ordinance with Exhibit A & B
- Letter of Explanation
- Application\_Martinez
- Mendoza Signature
- Location Map
- Current Zoning Map
- Land Use Districts Map

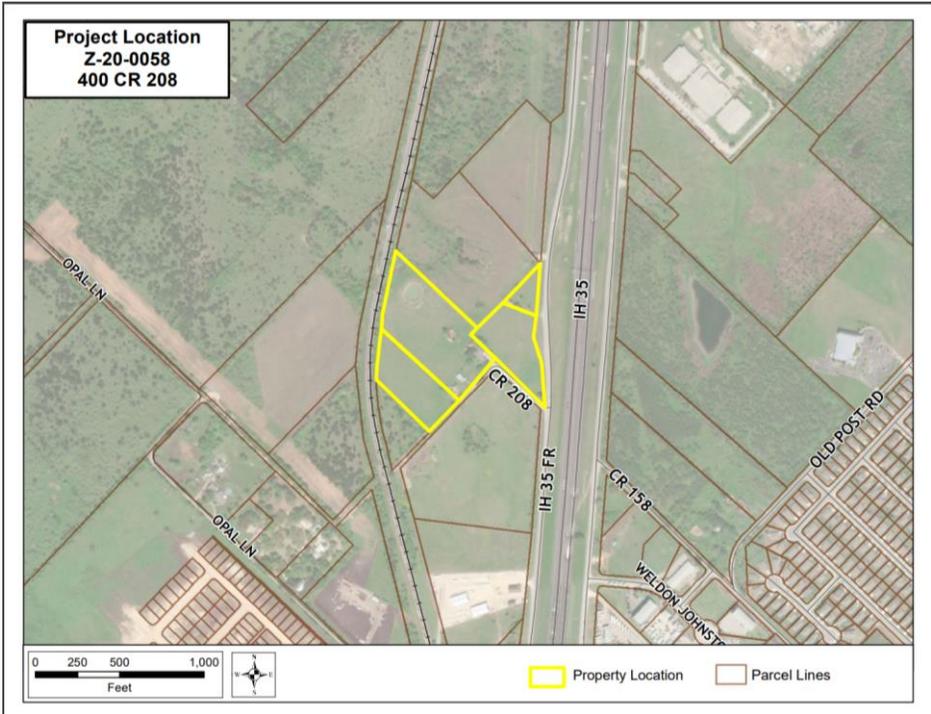
**Property Location**                      400 County Road 208, Kyle, TX 78640

**Owner**                                      Roldolfo & Mary Ann Martinez  
408 S. Main  
Kyle, TX, 78640

**Agent**                                        John Thompson  
John Thompson Professional Consulting  
PO Box 172  
Dripping Springs, TX 78620

**Request**                                      Rezone 13.654-acres A (Agriculture) to RS (Retail Services)

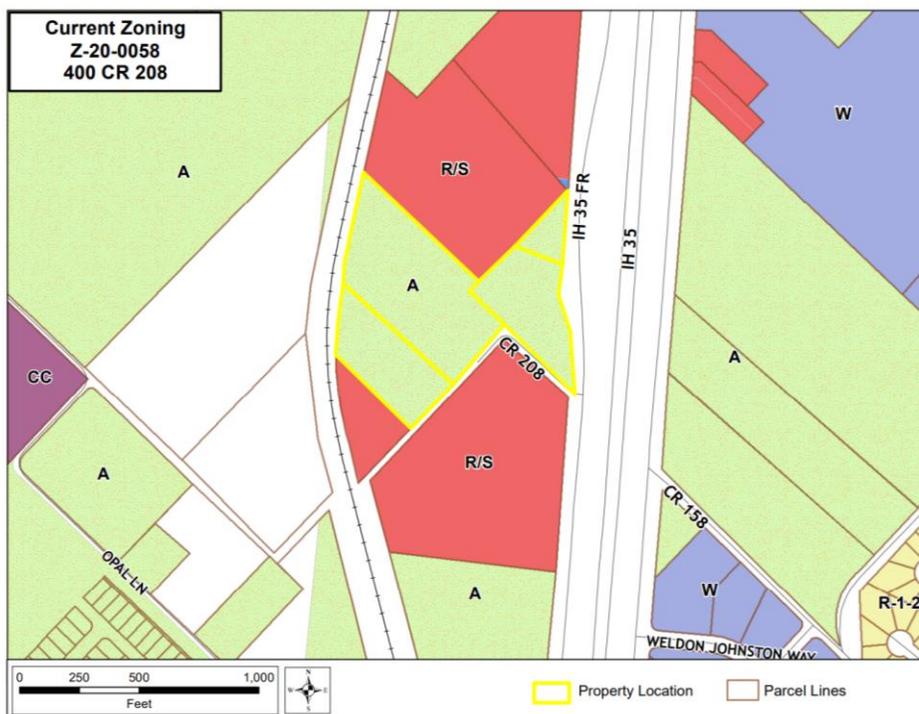
**Vicinity Map**



## Site Description

The 13.6-acre site is located along the southbound I-35 frontage road, between Old Highway 81 to the north and Opal Lane to the south. It is zoned 'A' (Agriculture), features two single-family residences, and is utilized for agricultural purposes. To the north is undeveloped land zoned RS. To the south is undeveloped land zoned RS and to the west is the Union Pacific Rail Road, with agriculture land not inside the city limits, further west.

The applicant seeks to rezone the entire property from "A" (Agriculture) to "RS" (Retail Services).



## Current Zoning

### A (Agriculture)

#### **Sec. 53-36. - Agricultural district A.**

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one

acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

**Requested Zoning**

Retail and Services District RS

**Sec. 53-480. - Purpose and permitted uses.**

This district allows general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops., and the retail sale of goods and products (in the following listed use areas) to which value has been added on site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following: Any use permitted in CBD-1 or CBD-2 and RS districts as provided in section 53-1230.

Sec. 53-33(k)(Chart 1)

Land Use District	Front Setback (feet)	Side Setback (feet)	Corner Lot at Alleyway Setback (feet)	Street Side Yard setback (feet)	Rear Setback (feet)	Min. Lot Square Footage Area	Min. Lot Street Line Width (feet)	Height Limit (feet)
RS	25	10	15	15	15	6000	50	45

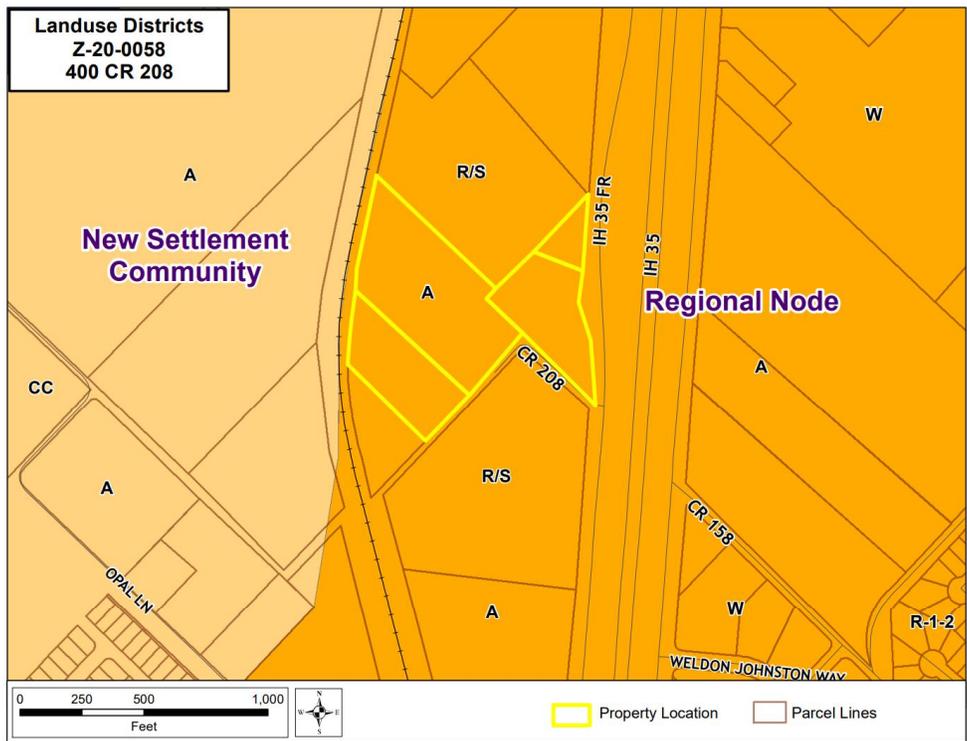
**Conditions of the Zoning Ordinance**

Sec. 53-1205 Amendments

- (d) *Referral of amendment to planning and zoning commission.* Upon its own motion, a request by the planning and zoning commission, or the receipt of an

administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

- (e) *Action by the planning and zoning commission.* The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



### Comprehensive Plan Text

The subject site is located in the “Regional Node” District. The RS zoning district is recommended in the “Regional Node” District.

## **Current Land Use Chart**

### Regional Node

Recommended Zoning Categories: R-1-C, R-3-2, R-3-3, CC, NC, **R/S**, MXD

Conditional Zoning Categories: CBD-1, CBD-2, E, HS, R-3-1, O/I

### **Regional Node**

'Character': Regional Nodes should have regional scale retail and commercial activity complimented by regional scale residential uses. These Nodes should represent the character and identity of Kyle, and signal these traits to the surrounding community. Regional Nodes have a radius of approximately 1/3 of a mile so that they are walkable, but are able to contain a greater range of uses at a larger scale than those found in Local Nodes. Appropriate uses may include grocery stores, retail shopping centers, multi-family housing, and municipal services, such as libraries and recreation centers. Regional Nodes are scaled and designed as activity centers where users not only secure goods and services, but also congregate and remain for extended periods, unlike Local Nodes which are designed around quick turnaround convenience retail. The Regional Nodes located along I-35 at the northern and southern boundaries of Kyle should be designed as entryways into Kyle with elements that are symbolic of Kyle and serve to attract I-35 travelers into Kyle. Transitions between Regional Nodes and surrounding districts must be carefully constructed to avoid abrupt shifts in land uses. Trails and sidewalks should be present throughout all Regional Nodes and should connect to surrounding neighborhoods.

'Intent': The primary goal of the Regional Nodes is to capture commercial opportunities necessary to close Kyle's tax gap. To achieve this goal, these Nodes should draw down upon anticipated regional growth and aggregate density to enhance value and activity levels in a concentrated and visible location. Regional Nodes should provide a mixture of uses that compliments regional commercial activity, as well as encourage high density residential development. These Nodes should respond to other regional areas of growth, specifically along I-35 and FM 1626, and to grow toward Hwy 21, SH 45 and SH 130. The anchor of each Regional Node should be regional commercial uses, and Regional Nodes should have a high level of development intensity.

### **Analysis**

400 CR 208 is located approximately 2,300 feet north of the intersection of IH-35 and Opal Lane. It's currently zoned "A" with undeveloped properties zoned "RS" to the north

and south. Two houses with typical agricultural out buildings exist on site. In addition to frontage on CR 208, the property has direct access to the southbound access road of IH-35.

Most of the land along this portion of IH-35 is either vacant or has a low intensity of use, with few exceptions (Cedar Supply). This is mostly due to a historic lack of water and wastewater infrastructure. Most of the existing uses rely on well water and OSSF systems (septic systems). In the relatively near future, a 12" water line will be bored under IH-35 to connect with existing City of Kyle water services. This public line will be built to initially serve the RS zoned property just north of 400 CR 208.

The 2019 amendment to the City of Kyle Comprehensive Plan continued to confirm that the RS zoning district is a recommended zoning district in the "Regional Node" land use district. The uses allowed in the RS zoning district are typical for highway commercial (high turnover, point of sales businesses). The RS zoning district is also has the most permissive retail uses, without making forays into industrial uses (as seen in the W or CM zoning districts). With few exceptions, most of the land along IH-35 is zoned RS.

The zoning requested is in line with the City of Kyle's comprehensive plan, and infrastructure project will help to ensure the property is closer to being ready for development. The zoning will also match adjacent properties.

### **Planning & Zoning Commission**

At their regular voting meeting from the 28<sup>th</sup> of July, the Planning & Zoning Commission heard the proposal and associated Public Hearing. There were no commenters at the Public Hearing, and after limited discussion amongst themselves, the Commissioners voted unanimously to vote in favor of the proposed zoning action.

### **Recommendation**

Staff believes the property should be rezoned, and ask the Mayor & City Council to vote to approve the zoning change, as presented.

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### **Attachments**

- Application
- Location Map
- Zoning Map
- Land Use Districts Map

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

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 13.564 ACRES OF LAND FROM AGRICULTURE 'AG' TO RETAIL SERVICE DISTRICT 'RS' FOR PROPERTIES LOCATED AT CR 208 AND 23150 IH-35, IN HAYS COUNTY, TEXAS. (RODOLFO AND GUADALUPE MARTINEZ AND MARY ANN MENDOZA – Z-20-0058); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to assign original zoning to approximately 13.564 acres of land from Agriculture 'AG' to Retail Service District 'RS', as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at which a quorum

was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
Jennifer Holm, City Secretary

# 'EXHIBIT A'



## Metes and Bounds:

BEING A TITLE SURVEY OF 13.564 ACRES OF LAND OUT OF THE Z. HINTON SURVEY, ABSTRACT NO. 220, AND THE JOHN JONES SURVEY, ABSTRACT NO. 263, AND BEING THAT PORTION OF LAND CONVEYED TO RODOLFO MARTINEZ AND GUADALUPE MARTINEZ BY DEED OF RECORD IN VOLUME 223, PAGE. 159 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF THAT 0.75 ACRE TRACT OF LAND CONVEYED TO MARY ANN MENDOZA BY DEED OF RECORD IN VOLUME 342, PAGE 705 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a TxDOT concrete monument in the east line of said Martinez tract, same being the west right-of-way line of Interstate Highway No. 35 (R.O.W. varies), said **Point of Beginning** have coordinates: (y: 9,963,067.56; X: 3,074,881.28') and being the an angle point in the east line of the herein described tract, same being the west right-of-way line of Interstate Highway No. 35;

**THENCE** along the east line of the herein described tract, same being the west right-of-way line of Interstate Highway No. 35 the following two (2) courses and distances:

1. South 15°45'42" East a distance of 212.28 feet (record – South 14°18' East a distance of 212.28 feet) to a calculated point from which a 120D nail found bears South 25°23'45" West a distance of 0.56 feet;
2. South 03°37'33" West a distance of 196.70 feet (record – South 04°58' West a distance of 196.4 feet) to a calculated point at the southeast corner of the Martinez tract, same being the intersection of the east right-of-way line of Interstate Highway No. 35 and the north right-of-way line of County Road 208 (variable width R.O.W.) from which a 1/2" Iron Rod Found at the northeast corner of a 14.422 acre tract of land conveyed to Builders First Source – South Texas, L.P. by instrument of record in Document No. 18044676 of the Official Public Records of Hays County, Texas, and being the intersection of the west right-of-way line of Interstate Highway No. 35 and the south right-of-way line of CR 208 bears, South 03°37'33" West a distance of 26.73 feet;

**THENCE** North 47°44'17" West (record – North 46°07' West), along the south line of the Martinez tract, same being the north right-of-way line of CR 208, a distance of 366.83 feet (record – 367.10 feet) to a calculated point for an angle point in the south line of the Martinez tract, and the point of intersection of the north right-of-way line of CR 208 and the west right-of-way line of County Road 138 (variable width R.O.W.)



**THENCE** South 43°33'22" West (record - South 45°00' West), along the south line of the Martinez tract, same being the west right-of-way line of CR 138 a distance of 577.10 feet (record – 577.1 feet) to a calculated point in the in the north line of said Builders First Source – South Texas tract, from which a 1/2" Iron Rod Found at an angle point in the west line of the Builders First Choice – South Texas tract, same being in the east right-of-way line of CR 138 bears, South 46°25'47" East a distance of 18.53 feet;

**THENCE** North 46°25'47" West (record – North 44°56' West), along the south line of the Martinez tract, same being the north line of the Builders First Choice – South Texas tract a distance of 424.08 feet (record – 423.6') to a 1/2" Iron Rod found at the southwest corner of the Martinez tract, same being the northwest corner of the Builders First Choice – South Texas tract, and being in the east right-of-way line of the Missouri Pacific Railroad tract (100' R.O.W.)

**THENCE** along the west line of the Martinez tract, same being the east right-of-way line of the Missouri Pacific Railroad the following five (5) courses:

1. North 01°24'30" West a distance of 111.82 feet (record – North 00°10' West a distance of 111.45' feet) to a calculated point;
2. North 02°10'30" East a distance of 121.50 feet (record – North 03°25' East a distance of 121.1 feet) to a calculated point;
3. North 05°50'30" East a distance of 97.62 feet (record – North 07°05' East a distance of 97.3 feet) to a calculated point;
4. North 09°10'30" East a distanced of 96.82 feet (record – North 10°25' East a distance of 96.5 feet) to a calculated point;
5. North 11°46'30" East a distance of 359.68 feet (record – North 13°01' East a distance of 358.5 feet) to 1/2" Iron Rod found at the northwest corner of the Martinez tract, same being at the southwest corner of a 9.95 acre tract conveyed to Deersa LLC by instrument of record in Document No. 17018337 of the Official Public Records of Hays County, Texas;

**THENCE** along the north line of the Martinez tract, same being the south line of said Deersa tract the following two (2) courses and distances:

1. South 47°18'33" East (record – South 45°57' East, a distance of 668.30 feet (record - 668.3 feet) to a calculated point from which a 1/2" Iron Rod found with plastic cap which reads "4160" bears, North 37°47'15" West a distance of 4.66 feet;
2. North 42°25'06" East a distance of 542.30 feet (record – North 43°48' East a distance of 542.30 feet) to a calculated point at the north corner of the Mendoza tract, from which a 1" Iron Pipe found bears, South 03°24'08" West a distance of 10.60 feet;

**THENCE** South 03°24'08" West (record – South 04°40' West) along the east line of the herein described tract, same being the west right-of-way line of Interstate Highway No.



35 a distance of 446.15 feet (record – 446.15 feet) to the **POINT OF BEGINNING**, containing **13.564** acres.

The herein referenced tract is referenced to State Plane Coordinates, Texas South Central Zone.

Scale Factor from Grid to Ground: 1.000254784

 05/19/2020

Robert Glen Maloy

Registered Professional Land Surveyor

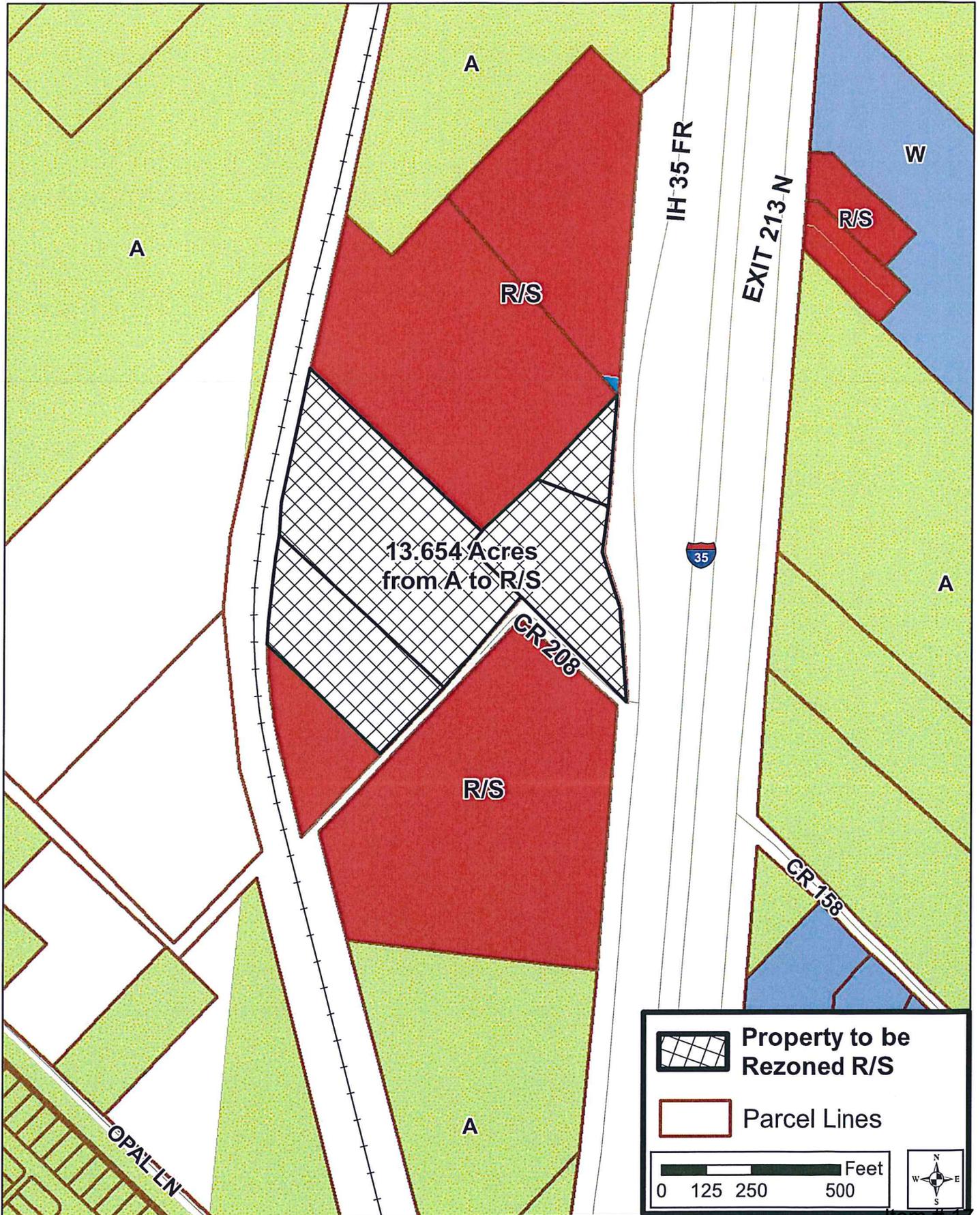
Texas Registration No. 6028

# Exhibit B

Z-20-0058

400 CR 208

13.564 Acres





**J THOMPSON**  
PROFESSIONAL CONSULTING, LLC

June 25, 2020

RE: Zoning Change for 23150 IH-35

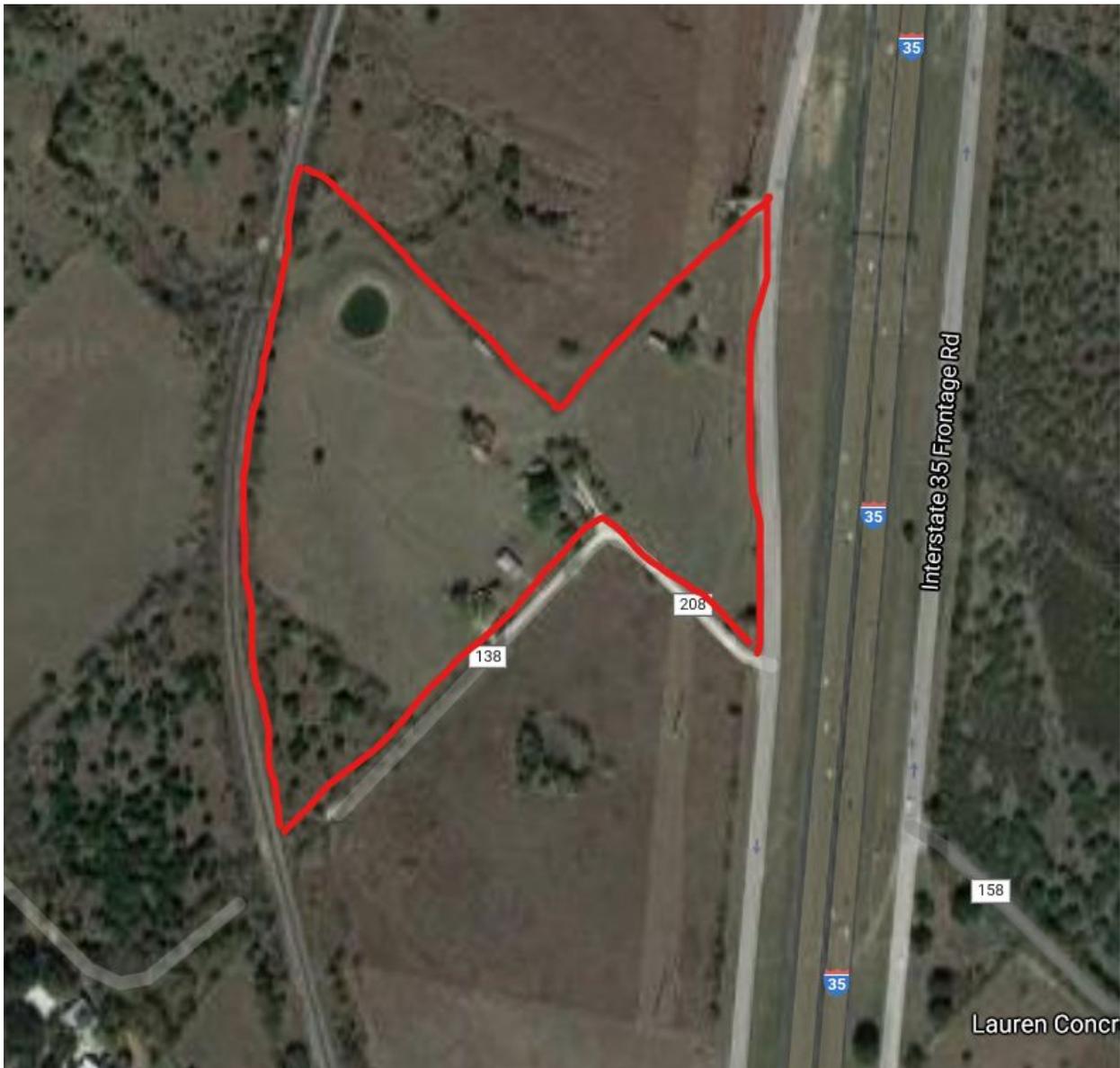
William A. Atkinson, City Planner  
City of Kyle  
Planning Department  
100 W. Center Street  
Kyle, Texas 78640

Mr. Atkinson::

This letter accompanies the City of Kyle's promulgated Application for a Zoning Change for 23150 IH-35, Kyle, Texas (Legal Description: 13.654 acres out of the Z. Hinton Survey, Abstract 220 and the John Jones Survey, No. 263). Presently, this property is zoned Agricultural District (A); the request for change is to Retail/Service (R/S).



The proposed use at this time is unknown; however, since the properties to the north and south of the subject tract are zoned similarly it is a logical request that this tract also be zoned in a similar fashion. This does not treat the owner of this property any differently than the owners of the tracts to the north and south have been treated in their rezoning or initial zoning. The tracts to the north and south are also at present undeveloped. (See exhibit below.) Thus the zoning of this tract in like manner and district will be consistent with the existing and surrounding zoning districts which have no uses currently built.



We are seeking this change in zoning to reflect the surrounding uses and zoning. The zoning, as shown in the embedded exhibit, is R/S to the north and south of this tract. This tract is also bounded on the west by a railroad track and the east by the interstate highway. The tracts to the north and south are presently undeveloped; the subject tract requesting rezoning by the owner of the property has some residential and agriculturally related structures.

We are available to answer questions that may arise in regard to this application before the scheduled meetings of the Planning & Zoning or the City Council. Having met with City staff to discuss the general outline of what is intended for this tract and looking forward to working with the staff and the community for a successful project, we respectfully ask for the support of the staff, Planning & Zoning Commission, and City Council.

Best regards,

*Jon Thompson*

Jon Thompson  
J Thompson Professional Consulting, LLC  
PO Box 172  
Dripping Springs, Texas 78620  
(512) 568-2184

# APPLICATION & CHECKLIST – ZONING CHANGE

**Zoning:** RODOLFO MARTINEZ AND MARY ANN MENDOZA

(Name of Owner)

06/16/2020

(Submittal Date)

## INSTRUCTIONS:

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City's website at [www.cityofkyle.com](http://www.cityofkyle.com) or at City Hall. City ordinances can be obtained from the City of Kyle.

## REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

1. Completed application form with owner's original signature.

2. Letter explaining the reason for the request.

3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof.

**Newspaper Publication Fee:** \$190.21 **Sign Notice Fee:** \$127.00

**Total Fee:** \$ 795.95

4. A map or plat showing the area being proposed for rezoning.

5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).

6. Certified Tax certificates: County  School \_\_\_ City \_\_\_

7. Copy of Deed showing current ownership.

\*\*\* A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.

## 1. Zoning Request:

Current Zoning Classification: AG

Proposed Zoning Classification: RS

Proposed Use of the Property: RETAIL SERVICES

Acreage/Sq. Ft. of Zoning Change: 13.564 ACRES

2. **Address and Legal Description:**

Provide certified field notes describing the property being proposed for rezoning.  
Provide complete information on the location of the property being proposed for rezoning.

Street Address: IH 35 AND CR 208, KYLE TX 78640

Subdivision Name/Lot & Block Nos.: NA (UNPLATED LOT)

Property Recording Information:  Hays County  
Volume/Cabinet No. 223 AND 342

Page/Slide No. 159 AND 705

3. **Ownership Information:**

Name of Property Owner(s): RODOLFO MARTINEZ

MARY ANN MENDOZA

**Certified Public Notary:**

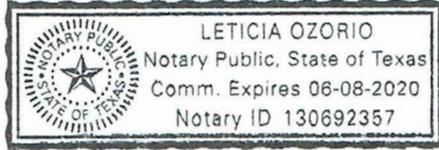
This document was acknowledged before me on the 06 day of June, 2020 by

Rodolfo MARTINEZ (Owner(s)).

Guada Lupe MARTINEZ

Notary Public State of Texas

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

**Address of Owner:** 408 S. MAIN

Kyle TX. 78640

**Phone Number:** 512-268-3784

**Fax Number:** \_\_\_\_\_

**Email Number:** Afonsoky39@yahoo.com.

I hereby request that my property, as described above, be considered for rezoning:

**Signed:** Rodolfo Martinez Guadalupe Martinez

**Date:** 6-16-2020

**4. Agent Information:**

If an agent is representing the owner of the property, please complete the following information:

Agent's Name: J Thompson Professional Consulting (Jon Thompson)  
Agent's Address: PO BOX 172  
DRIPPING SPRINGS, TX 78620  
Agent's Phone Number: 512-568-2184  
Agent's Fax Number: \_\_\_\_\_  
Agent's Mobile Number: 512-568-2184  
Agent's Email Number: jthompsonconsultingds@gmail.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature: Rodolfo Martinez Guadalupe martinez  
Date: 6-06-20

*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     County     School     City

Certified List of Property Owners Within 200”   

All Fees Paid:         Filing/Application     Mail Out Costs

Attached Map of Subject Property   

Accepted for Processing By: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Public Notification in Newspaper: \_\_\_\_\_

Date of Public Hearing Before Planning and Zoning Commission: \_\_\_\_\_

Date of Public Hearing Before City Council: \_\_\_\_\_

2. **Address and Legal Description:**

**Provide certified field notes describing the property being proposed for rezoning.  
Provide complete information on the location of the property being proposed for rezoning.**

Street Address: IH 35 AND CR 208, KYLE TX 78640

Subdivision Name/Lot & Block Nos.: NA (UNPLATED LOT)

Property Recording Information:  Hays County  
Volume/Cabinet No. 223 AND 342

Page/Slide No. 159 AND 705

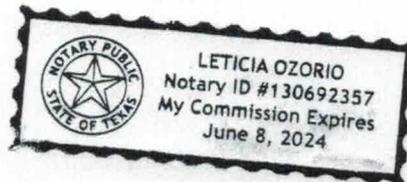
3. **Ownership Information:**

Name of Property Owner(s): MARY ANN MENDOZA

**Certified Public Notary:**

This document was acknowledged before me on the 06 day of July, 2020 by  
[Signature] (Owner(s)).

Notary Public State of Texas  
(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

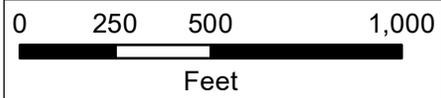
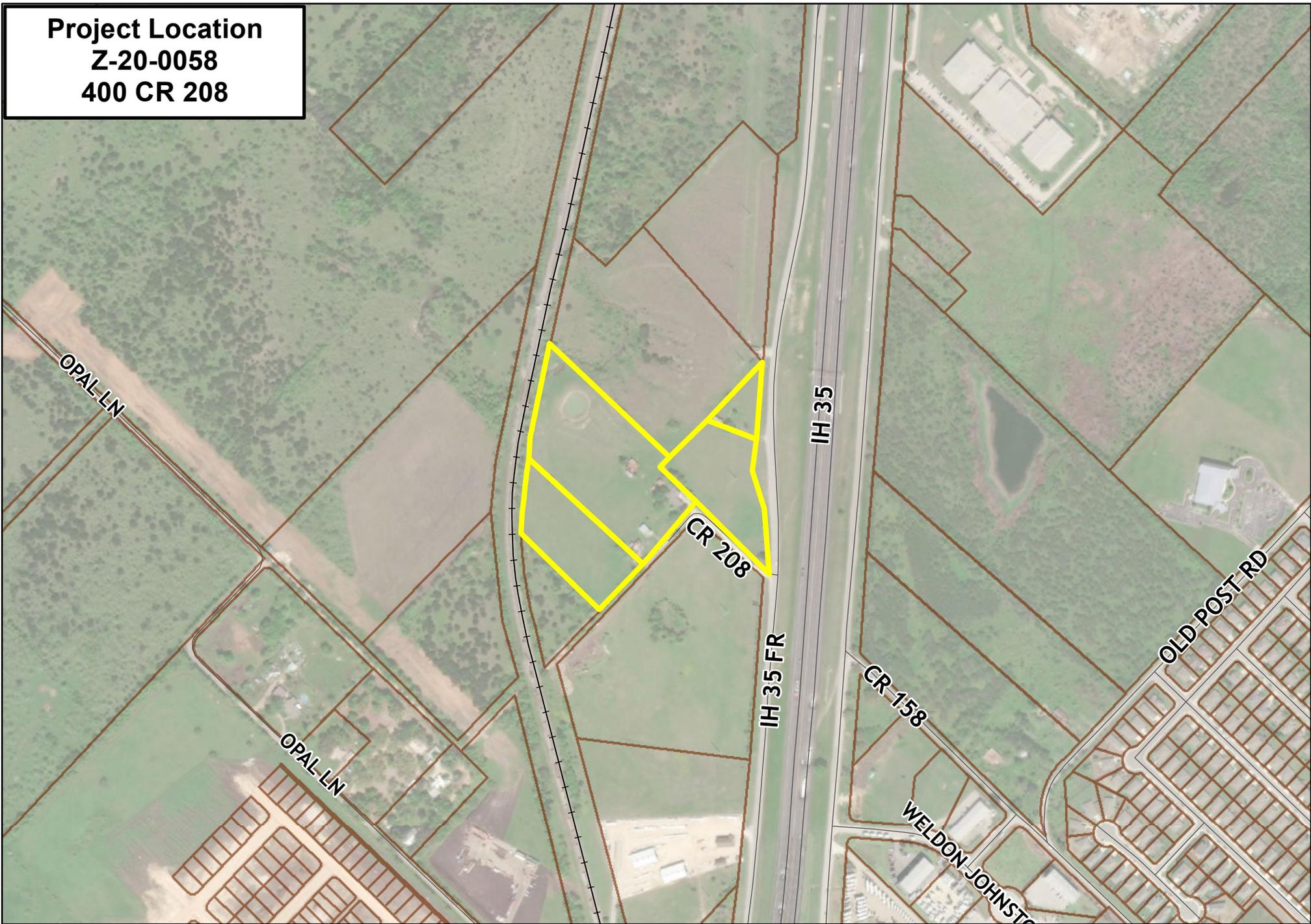
Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

Signed: Mary Ann Mendoza

Date: 7-6-2020

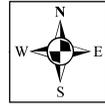
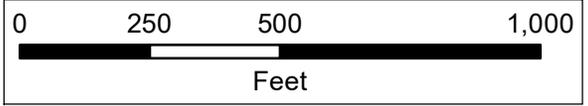
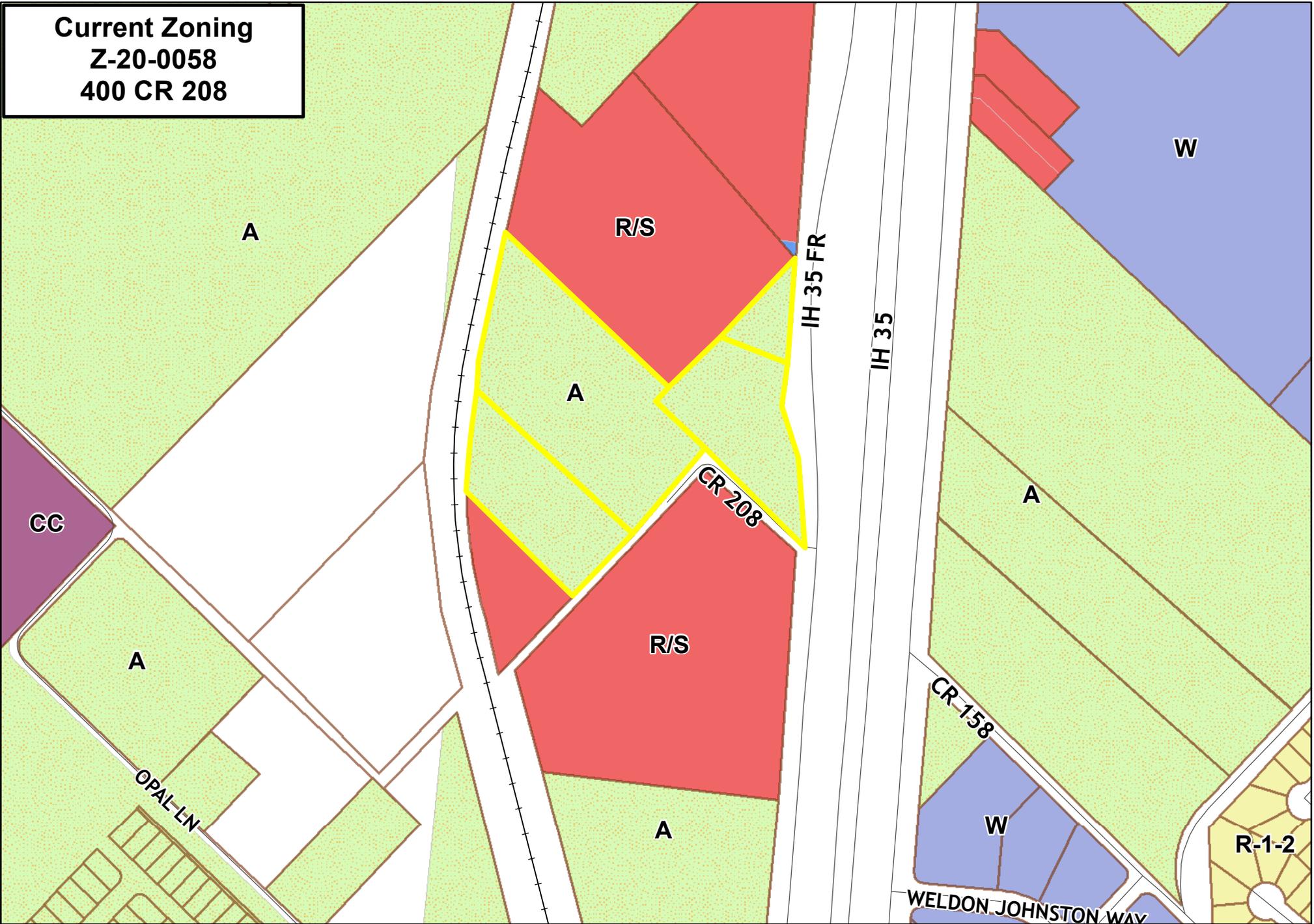
**Project Location**  
**Z-20-0058**  
**400 CR 208**



 Property Location  
Item # 17

 Parcel Lines

**Current Zoning**  
**Z-20-0058**  
**400 CR 208**



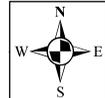
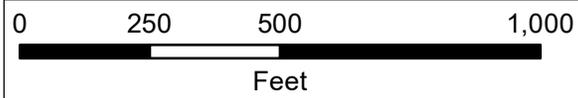
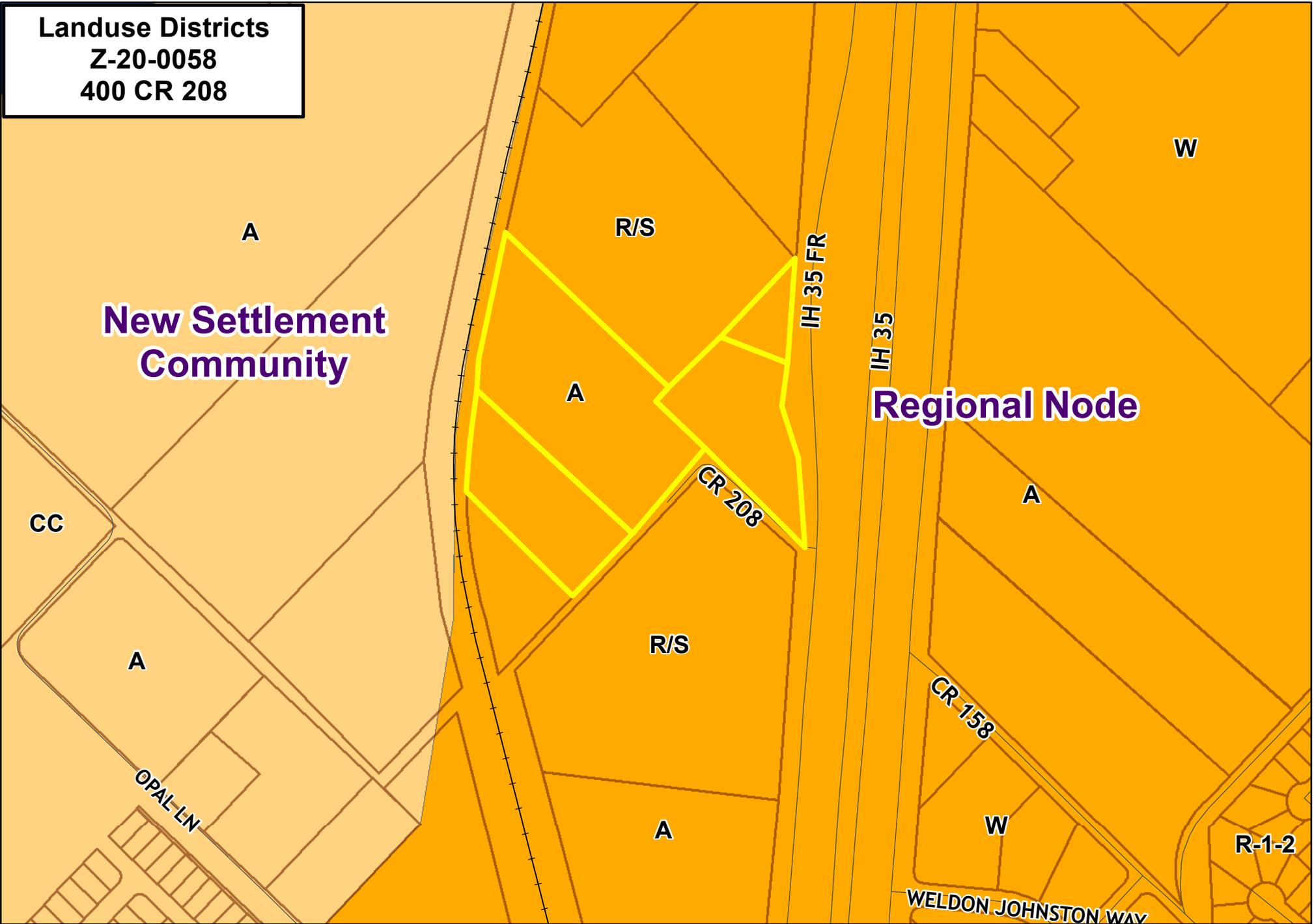
 Property Location  
Item # 17

 Parcel Lines

Landuse Districts  
Z-20-0058  
400 CR 208

New Settlement  
Community

Regional Node



Property Location  
Item # 17

Parcel Lines



# CITY OF KYLE, TEXAS

Richard B. Schmeltekopf, Linda Hill Schmeltekof, Laura Lynn S. Lehman and Julius Lehman (Z-20-0059)

Meeting Date: 8/4/2020  
Date time:7:00 PM

**Subject/Recommendation:** *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 16 acres of land from Retail Service District 'RS' to Mixed Use District 'MXD' and to rezone approximately 14 acres of land from Retail Service District 'RS' to Multi-Family Residential-3 'R-3-3' with 6.40 acres to remain as Retail Service District 'RS' for properties located on the north corner of Philomena Drive and IH-35, in Hays County, Texas. (Richard B. Schmeltekopf, Linda Hill Schmeltekopf, Laura Lynn S. and Julian Lehman - Z-20-0059) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

- Public Hearing

**Other Information:** See attachments.

**Legal Notes:** N/A

**Budget Information:** N/A

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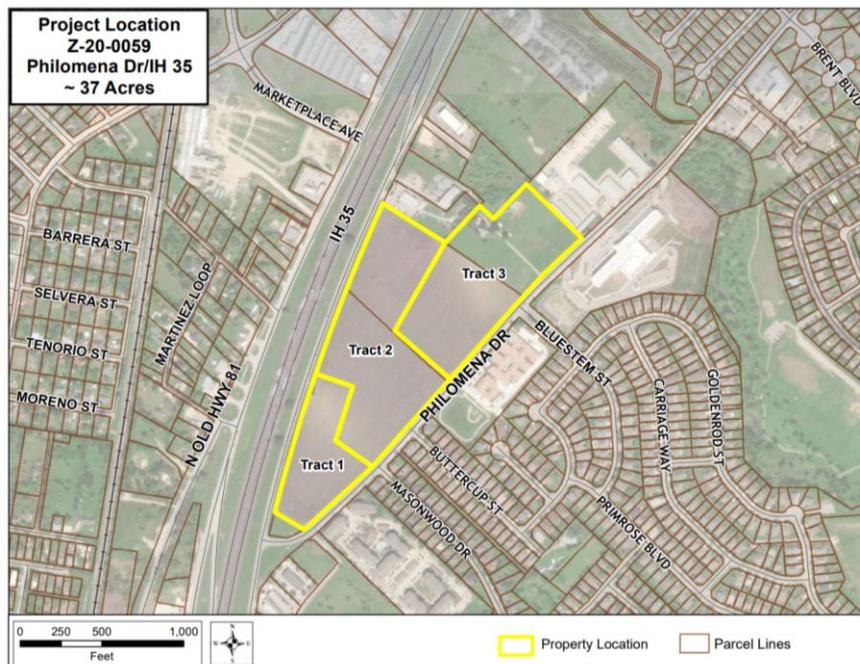
## ATTACHMENTS:

### **Description**

- Staff Memo
- Ordinance with Exhibit A & B
- Application
- Letter of Explanation
- Project Location Map
- Current Zoning Map
- Land Use Districts Map
- Letter in favor of request

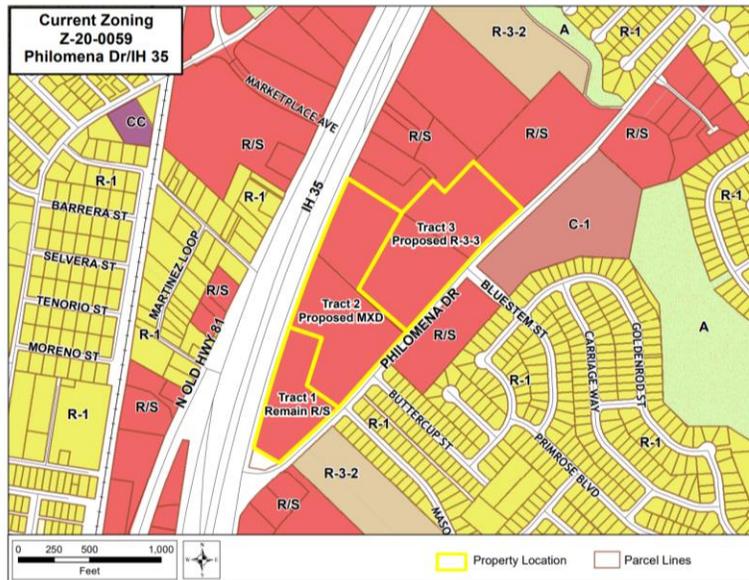
<b>Property Location</b>	<b>601 Philomena Drive, Kyle, TX 78640</b>
<b>Owner</b>	<b>Richard B. Schmeltekopf, Linda Hill Schmeltekopf, Laura Lynn S. Lehman, Julius Lehman, ABS Z. Hinton Survey, 16.996-Acres, 13.01-Acres, 6.39-Acres</b>
<b>Agent</b>	<b>David Cancialosi Permit Partners 105 W. Riverside Drive, #225 Austin, TX 78704</b>
<b>Request</b>	<b>Rezone 36.4-Acres RS (Retail Services) to 6.4-Acres RS (Retail Services), 16.996-Acres MXD (Mixed Use District) and 14-Acres R-3-3 (Multifamily Residential 3)</b>

**Vicinity Map**



## Site Description

The site is largely vacant and primarily utilized for agricultural purposes (zoned for Retail Services). A single-family residence exists at 601 Philomena Drive. To the north is land zoned RS with a car dealership, car repair facility, strip retail and a mini-storage facility. To the southeast is Philomena Drive, with IDEA Academy (zoned C-1), The Philomena (Senior Assisted Living, zoned RS), The Trails neighborhood (R-1 Single Family Residential), and an apartment community, Oaks of Kyle (zoned R-3-2). To the west is IH-35.



## Current Zoning

Retail and Services District (RS)

## Requested Zoning

Retail and Services District (RS)

### Sec. 53-480. - Purpose and permitted uses.

This district allows general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops., and the retail sale of goods and products (in the following listed use areas)

to which value has been added on site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following: Any use permitted in CBD-1 or CBD-2 and RS districts as provided in section 53-1230.

#### Mixed Use District MXD

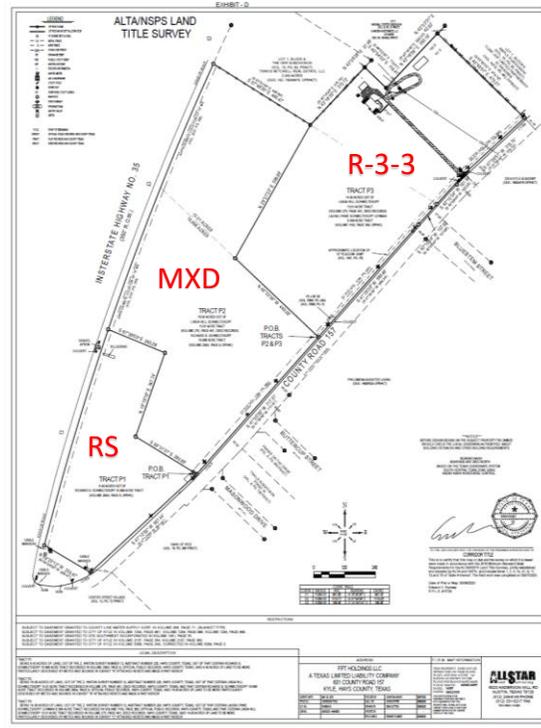
##### **Sec. 53-674. - Purpose and findings.**

The mixed-use district (MXD) is generally intended to further and promote the tenants of the cities' master plans and comprehensive plan. The district is a commercial zoning classification that requires a vertical mix of commercial and residential uses within the same building(s) on multiple floors. The district is intended to accommodate a physical pattern of development often found in high traffic activity areas, along major streets and especially at intersections of major thoroughfares, and in neighborhood commercial areas of older cities. The district, where appropriately located, will accommodate mixed-use buildings with activity center retail, service, and other commercial uses on the ground and lower floor(s), and residential units above those nonresidential space(s); as well as encourage development that exhibits the physical design characteristics of pedestrian-oriented, store front-style shopping; and promote the health and well-being of residents by encouraging physical activity and greater social interaction.

#### Apartments Residential 3, District R-3-3

##### **Sec. 53-292. - Purpose and permitted uses.**

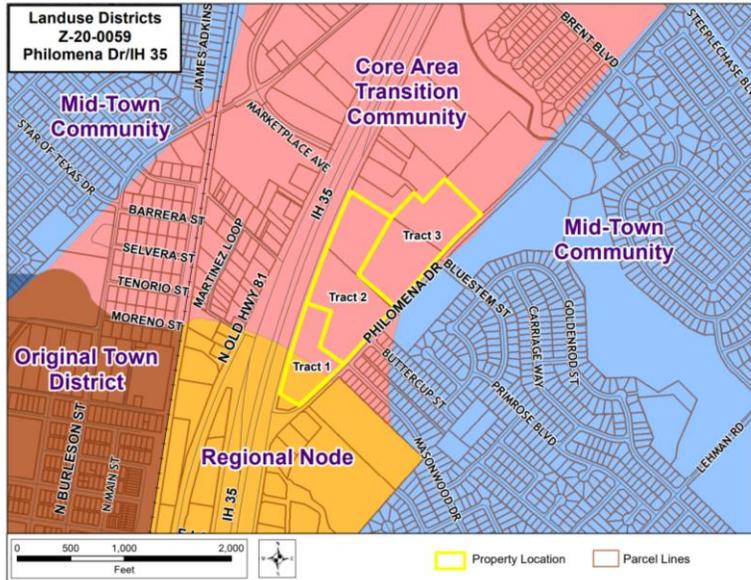
The multifamily residential district R-3-3 permits typical apartment development with buildings not exceeding three stories, nor more than 28 units per buildable acre, and with apartments or units having a minimum living area of 500 square feet; provided that not more than 25 percent of the units in any such apartment development or project shall have less than 750 square feet of living area.



## Conditions of the Zoning Ordinance

### Sec. 53-1205 Amendments

- (d) *Referral of amendment to planning and zoning commission.* Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.
- (e) *Action by the planning and zoning commission.* The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



## Comprehensive Plan Text

The subject site is primarily located in the “Core Area Transition” District. The southern portion of the property is in the “Regional Node” District.

### Current Land Use Chart

#### Core Area Transition

Recommended Zoning Categories: E, **RS**, CC, NC, **MXD**, O/I

Conditional Zoning Categories: HS, R-1-A, R-1-T, R-1-C, R-3-2, **R-3-3**

#### Regional Node

Recommended Zoning Categories: R-1-C, R-3-2, R-3-3, CC, NC, **R/S**, MXD

Conditional Zoning Categories: CBD-1, CBD-2, E, HS, R-3-1, O/I

### Core Area Transition

‘Character’: The Core Area Transition District currently consists primarily of commercial and light industrial uses, with some residential uses. Key defining features include Old Highway 81, North Burleson Street, Marketplace Avenue extension, I-35 and frontage roads, and the railroad. This District is important as a transitional zone between largely residential areas and the commercial uses along I-35 and as a portion of Kyle that is

visually significant to travelers along I-35. The character of the District should reflect its urban and transitional intentions. The land area of this District is relatively small, and there are many physical barriers, so land uses should be compact and aggregated, especially residential uses. Vertically mixed-use development models are well suited to this District, and development should be located close to roadways, with minimal front yards, to maximize available land and visibility from main roads. Adequate land use transitions should be provided to avoid conflict between dissimilar land uses (i.e. residential adjacent to industrial).

'Intent': With its highly visible position in the middle of the City, the Core Area Transition District should be an urban environment that serves an identifying function for the City of Kyle. By acting as an area of functional linkage for the City, the District can connect vehicular and pedestrian movement, economic centers, and visually defining elements. The built fabric should display a transition from the small-scale grid pattern of Downtown to the large plate design of the Super Regional Node. As this District develops, it should serve to create a consistent fabric that links Downtown and the Super Regional Node, encouraging the expansion and strengthening of Kyle's core, as well as the city's most likely transition region to develop employment centers on land historically not operating at its highest and best use. Additionally, Plum Creek passes west to east through the middle of the Core Area Transition District, and this significant natural feature should be developed with appropriate sensitivity, and accessible via trails and open spaces once completed.

## **Regional Node**

'Character': Regional Nodes should have regional scale retail and commercial activity complimented by regional scale residential uses. These Nodes should represent the character and identity of Kyle, and signal these traits to the surrounding community. Regional Nodes have a radius of approximately 1/3 of a mile so that they are walkable but able to contain a greater range of uses at a larger scale than those found in Local Nodes. Appropriate uses may include grocery stores, retail shopping centers, multi-family housing, and municipal services, such as libraries and recreation centers. Regional Nodes are scaled and designed as activity centers where users not only secure goods and services, but also congregate and remain for extended periods, unlike Local Nodes which are designed around quick turnaround convenience retail. The Regional Nodes located along I-35 at the northern and southern boundaries of Kyle should be designed as entryways into Kyle with elements that are symbolic of Kyle and serve to attract I-35 travelers into Kyle. Transitions between Regional Nodes and surrounding districts must be carefully constructed to avoid abrupt shifts in land uses. Trails and sidewalks should be present throughout all Regional Nodes and should connect to surrounding neighborhoods.

'Intent': The primary goal of the Regional Nodes is to capture commercial opportunities necessary to close Kyle's tax gap. To achieve this goal, these Nodes should draw down

upon anticipated regional growth and aggregate density to enhance value and activity levels in a concentrated and visible location. Regional Nodes should provide a mixture of uses that compliments regional commercial activity, as well as encourage high density residential development. These Nodes should respond to other regional areas of growth, specifically along I-35 and FM 1626, and to grow toward Hwy 21, SH 45 and SH 130. The anchor of each Regional Node should be regional commercial uses, and Regional Nodes should have a high level of development intensity.

## **Analysis**

The properties under consideration are referenced by staff as “The Schmeltekopf property”. The parcels together form a wedge shape where Philomena Drive splits off to the east from IH-35. With the exception of a single-family residence at the northern end of the property, “The Schmeltekopf property” has been and is currently utilized for agriculture row crop purposes, even after being rezoned for RS (Retail Services). Over the years, multiple interested parties have discussed this site with city staff, but nothing has been developed.

The application submitted for this request includes a significant portion dedicated to vertical mixed use. Both staff and Kyle’s City Council have historically encouraged higher density, vertical mixed-use projects along high-intensity transportation corridors like I-35. The request includes 6.4-acres of RS at the SW corner of the site, roughly 17-acres of MXD in the central and western edge of the site, and 14-acres of R-3-3 multifamily on the northern and eastern portion of the site.

This tract is uniquely sited to help spur higher density development in the core of Kyle. It’s slightly NE of the IH-35 and Center Street intersection (Kyle Central Business District), but also within close proximity to existing residential, and Kyle’s IDEA Academy. Residents from the adjacent neighborhoods will be able to walk to the proposed commercial areas. Additionally, both IH-35 and Philomena are higher classification roadways that are suited to redistribute traffic from within the site. The land uses proposed could re-center economic gravity towards ‘Downtown Kyle’.

The R-3-3 multifamily residential will likely be an apartment complex, and fits in well with the surrounding land uses. It will be adjacent to a high intensity, urban environment (MXD zoning) and directly across the street from IDEA Academy, and only a third of a mile from Fuentes Elementary. The MXD zoning site will be developed in a manner commensurate with an urban district. The concept required by the city zoning ordinance is to combine uses within one building, creating a walkable urban streetscape.

For example, a typical streetscape may have high turnover retail on the ground floor (restaurants, coffee shops, boutique-type stores), with office space on the second floor. Residential (apartments) would be built on floors above the second and third floors. Parallel or angled parking would line the streets, with wide sidewalks and street trees as well. The remaining RS district (6.4-Acres), would allow typical highway commercial similar to existing uses at FM 1626 and IH-35. All three zoning districts would also help create a buffer between the IH-35 corridor and the existing single family residential along the east side of Philomena Drive.

### **Planning & Zoning Commission**

At the July 28<sup>th</sup> regular voting meeting, the Planning & Zoning commission heard this item. There was no testimony given during the associated Public Hearing, and the limited discussion between the commissioners and staff centered on the most-likely development of the R-3-3 parcel (multi-family residential), and the economic analysis of consuming land inside the city's 'Regional Node' for residential uses, versus reserving this district for commercial production of either point-of-service retail or employment categories.

At the conclusion of their discussion, the commissioners voted unanimously in favor of the proposed zoning action, as presented.

### **Recommendation**

Staff believes the request is appropriate and recommends the parcel be rezoned as presented.

---

### **Attachments**

- Application
- Location Map
- Zoning Map
- Land Use Districts Map

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

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 16 ACRES OF LAND FROM RETAIL SERVICE DISTRICT 'RS' TO MIXED USE DISTRICT 'MXD' AND TO REZONE APPROXIMATELY 14 ACRES OF LAND FROM RETAIL SERVICE DISTRICT 'RS' TO MULTI-FAMILY RESIDENTIAL-3 'R-3-3' WITH 6.40 ACRES TO REMAIN AS RETAIL SERVICE DISTRICT 'RS' FOR PROPERTIES LOCATED ON THE NORTH CORNER OF PHILOMENA DRIVE AND IH-35, IN HAYS COUNTY, TEXAS. (RICHARD B. SCHMELTEKOPF, LINDA HILL SCHMELTEKOPF, LAURA LYNN S. AND JULIAN LEHMAN – Z-20-0059); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 16 acres of land from Retail Service District 'RS' to Mixed Use District 'MXD' and to rezone approximately 14 acres of land from Retail Service District 'RS' to Multi-Family Residential-3 'R-3-3' with 6.40 acres to remain as Retail Service District, as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
Jennifer Holm, City Secretary

EXHIBIT "A"  
TRACT P1

BEING 6.40 ACRES OF LAND, OUT OF THE Z. HINTON SURVEY NUMBER 12, ABSTRACT NUMBER 220, HAYS COUNTY, TEXAS, OUT OF THAT CERTAIN RICHARD B. SCHMELTEKOPF 16.996 ACRE TRACT RECORDED IN VOLUME 2904, PAGE 8, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 6.40 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod set in the westerly right-of-way line of CR 157, aka Goforth Road, and the easterly line of said Richard B. Schmeltkopf 16.996 acre tract, said county, same being an angle point of said 16.996 acre tract, for the northeast corner hereof;

THENCE along said CR 157 and the easterly line of said 16.996 acre tract, South 47 degrees 12 minutes 55 seconds West, 567.44 feet to an iron rod set in said line, same being the southeast corner of said 16.996 acre tract, for the southeast corner hereof;

THENCE North 59 degrees 25 minutes 12 seconds West, continuing along said CR 157, along the southerly line of said 16.996 acre tract, 209.47 feet to an iron rod set at the intersection of said CR 157 and the easterly right-of-way line of IH 35, being in a curve to the right having a radius of 11,289.19 feet, same being the southwest corner of said 16.996 acre tract, for the southwest corner hereof;

THENCE along said IH 35 and the westerly line of said 16.996 acre tract, along said curve to the right whose chord bears, North 16 degrees 29 minutes 26 seconds East, 881.43 feet to an iron rod set in said line, for the northwest corner hereof;

THENCE through said 16.996 acre tract, the following 3 calls:

- 1: South 67 degrees 36 minutes 03 seconds East, 240.29 feet to an iron rod set;
- 2: South 19 degrees 18 minutes 18 seconds West, 347.74 feet to an iron rod set;
- 3: South 58 degrees 31 minutes 31 seconds East, 280.68 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

  
\_\_\_\_\_  
EDWARD RUMSEY  
TX R.P.L.S. No. 5729  
Job No. A0508220 – TRACT 1

05/29/2020  
\_\_\_\_\_  
Date



EXHIBIT "B"  
TRACT P2

BEING 16.00 ACRES OF LAND, OUT OF THE Z. HINTON SURVEY NUMBER 12, ABSTRACT NUMBER 220, HAYS COUNTY, TEXAS, OUT OF THAT CERTAIN LINDA HILL SCHMELTEKOPF 13.01 ACRE TRACT RECORDED IN VOLUME 275, PAGE 491, DEED RECORDS, HAYS COUNTY, TEXAS, AND THAT CERTAIN RICHARD B. SCHMELTEKOPF 16.996 ACRE TRACT RECORDED IN VOLUME 2904, PAGE 8, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 16.00 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod set in the westerly right-of-way line of CR 157, aka Goforth Road, at the southeast corner of said 13.01 acre tract, same being the northeast corner of said 16.996 acre tract, for the northeast corner hereof;

THENCE along said CR 157 and the easterly line of said 16.996 acre tract, South 41 degrees 35 minutes 39 seconds West, 717.51 feet to an iron rod set, same being an angle point of said 16.996 acre tract, for the southeast corner hereof;

THENCE through said 16.996 acre tract the following three calls;

1: North 58 degrees 31 minutes 31 seconds West, 280.68 feet to an iron rod set;  
2: North 19 degrees 18 minutes 18 seconds East, 347.74 feet to an iron rod set;  
3: North 67 degrees 36 minutes 03 seconds West, 240.29 feet to an iron rod set in the easterly right-of-way line of IH-35, being in a curve to the right having a radius of 11,289.19 feet, same being in the westerly line of said 16.996 acre tract, for the southwest corner hereof;

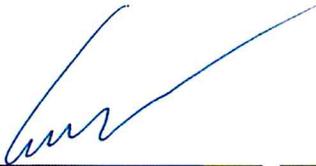
THENCE along said IH 35 and the westerly line of said 16.996 acre tract, and the westerly line of said 13.01 acre tract, along said curve to the right whose chord bears, North 21 degrees 34 minutes 09 seconds East, 1,119.25 feet to an iron rod set in said line, at the southwest corner of Lot 1, Block A, The Orr Subdivision, recorded in Volume 10, Page 83, Plat Records, said county, same being the northwest corner of said 13.01 acre tract, for the northwest corner hereof;

THENCE South 57 degrees 48 minutes 30 seconds East, along the northerly line of said 13.01 acre tract, and the southerly line of said Lot 1, Block A, 449.47 feet to an iron rod found, at the southeast corner of said lot 1, block A, and the southwest corner of Laura Lynne Schmeltkopf Lehman 6.399 acre tract recorded in volume 1162, page 300, official public records, hays county, texas, same being an angle point in said 13.01 acre tract, for the northeast corner hereof;

THENCE through said 13.01 acre tract, South 29 degrees 27 minutes 23 seconds West, 599.89 feet to an iron rod set, in the northerly line of said 16.996 acre tract, and the southerly line of said 13.01 acre tract, for an angle point hereof;

THENCE along the northerly line of said 16.996 acre tract, and the southerly line of said 13.01 acre tract, South 46 degrees 33 minutes 36 seconds West, 449.08 FEET to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



EDWARD RUMSEY  
TX R.P.L.S. No. 5729  
Job No. A0508220 – TRACT 2

05/29/2020  
Date

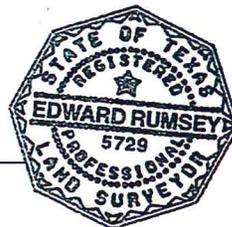


EXHIBIT "C"  
TRACT P3

BEING 14.00 ACRES OF LAND, OUT OF THE Z. HINTON SURVEY NUMBER 12, ABSTRACT NUMBER 220, HAYS COUNTY, TEXAS, OUT OF THAT CERTAIN LAURA LYNNE SCHMELTEKOPF LEHMAN 6.399 ACRE TRACT RECORDED IN VOLUME 1162, PAGE 300, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AND THAT CERTAIN LINDA HILL SCHMELTEKOPF 13.01 ACRE TRACT RECORDED IN VOLUME 275, PAGE 491, DEED RECORDS, HAYS COUNTY, TEXAS, SAID 14.00 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod set in the westerly right-of-way line of CR 157, aka Goforth Road, at the northeast corner of Richard B. Schmeltkopf 16.996 acre tract recorded in volume 2904, page 8, official public records, hays county, texas, and the southeast corner of said 13.01 acre tract, for the southeast corner hereof;

THENCE along the northerly line of said 16.996 acre tract, and the southerly line of said 13.01 acre tract, North 46 degrees 33 minutes 36 seconds West, 449.08 feet to an iron rod set, for the southwest corner hereof;

THENCE North 29 degrees 27 minutes 23 seconds East, through said 13.01 acre tract, 599.89 feet to an iron rod set, at the southeast corner of Lot 1, Block A, The Orr Subdivision, recorded in Volume 10, Page 83, Plat Records, said county, same being the southwest corner of said 6.399 acre tract, for an angle point hereof;

THENCE along the easterly line of said Lot 1 and of Lot 3 Windmill Center Subdivision, recorded in Volume 18, Page 121, Plat Records, said county, along the westerly line of said 6.399 acre tract, the following 3 calls,

1. North 43 degrees 18 minutes 30 seconds East, 310.13 feet to an iron rod found,
2. South 45 degrees 54 minutes 03 seconds East, 116.41 feet to an iron rod found,
3. North 43 degrees 16 minutes 56 seconds East, 293.16 feet to an iron rod found in said line, at the southwest corner of Lot 1, Block A, Ample Subdivision, recorded in Volume 14, Page 93, Plat Records, said county, same being the northwest corner of said 6.399 acre tract, for the northwest corner hereof;

THENCE South 45 degrees 49 minutes 51 seconds East, along the southerly line of said Lot 1 and the northerly line of said 6.399 acre tract, 475.01 feet to an iron rod found in the westerly right-of-way line of CR 157, at the southeast corner of said Lot 1, same being the northeast corner of said 6.399 acre tract, for the northeast corner hereof;

THENCE along said CR 157 and the easterly line of said 6.399 acre tract, and said 13.01 acre tract, South 47 degrees 09 minutes 51 seconds West, 319.74 feet to an iron rod found, South 42 degrees 10 minutes 24 seconds West, 161.94 feet, South 42 degrees 10 minutes 34 seconds West, 107.92 feet, and South 41 degrees 35 minutes 39 seconds West, 589.46 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

  
\_\_\_\_\_  
EDWARD RUMSEY  
TX R.P.L.S. No. 5729  
Job No. A0508220 – TRACT 3

05/29/2020  
\_\_\_\_\_  
Date

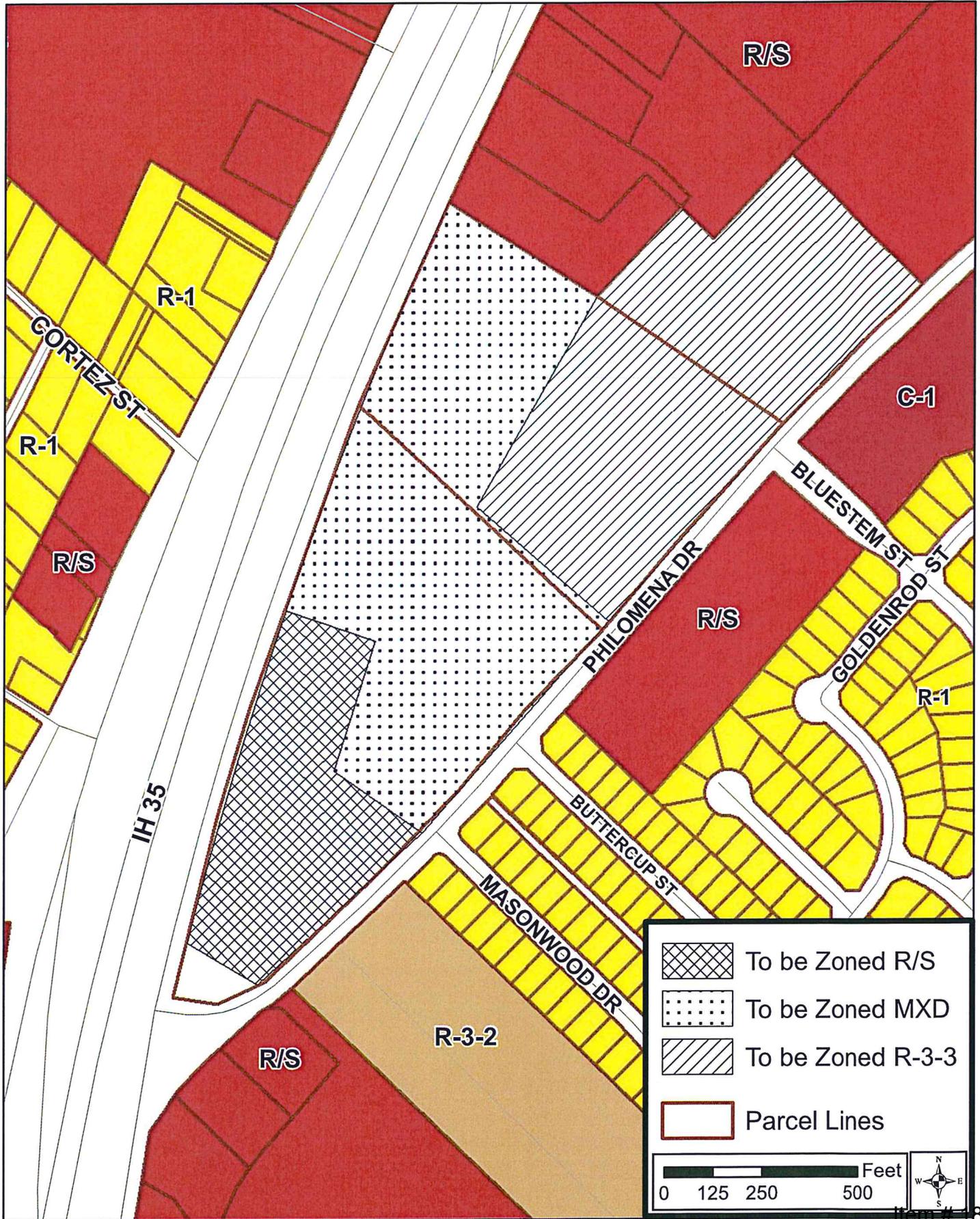


# Exhibit B

Z-20-0059

Philomena Dr

36.4 Acres



## APPLICATION & CHECKLIST – ZONING CHANGE

**Zoning:** FOR THREE TRACTS OF LAND (SEE OWNERSHIP INFO) 6.29.20  
(Name of Owner) (Submittal Date)

**INSTRUCTIONS:**

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City's website at [www.cityofkyle.com](http://www.cityofkyle.com) or at City Hall. City ordinances can be obtained from the City of Kyle.

**REQUIRED ITEMS FOR SUBMITTAL PACKAGE:**

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

- 1. Completed application form with owner's original signature.
- 2. Letter explaining the reason for the request.
- 3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof. *\*(Please provide total fee)*  
**Newspaper Publication Fee:** \$190.21 **Sign Notice Fee:** \$127.00
- Total Fee:** \_\_\_\_\_
- 4. A map or plat showing the area being proposed for rezoning.
- 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
- 6. Certified Tax certificates: County  School \_\_\_ City \_\_\_
- 7. Copy of Deed showing current ownership.

**\*\*\* A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.**

**1. Zoning Request:**

Current Zoning Classification: Residential Services  
 Proposed Zoning Classification: "RS", MXD, Multi family R-3, R-3-3  
 Proposed Use of the Property: Retail, mixed use and multi family  
 Acreage/Sq. Ft. of Zoning Change: 36.4

PROVIDED;  
SEPARATE SHEETS ✓ EACH TRACT HAS DIFFERENT OWNER

**2. Address and Legal Description:**

**Provide certified field notes describing the property being proposed for rezoning.**  
**Provide complete information on the location of the property being proposed for rezoning.**

Street Address: \_\_\_\_\_

Subdivision Name/Lot & Block Nos.: \_\_\_\_\_

Property Recording Information:  Hays County  
Volume/Cabinet No. \_\_\_\_\_ Page/Slide No. \_\_\_\_\_

**3. Ownership Information:**

Name of Property Owner(s): \_\_\_\_\_

**Certified Public Notary:**

This document was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ (Owner(s)).

\_\_\_\_\_  
Notary Public State of Texas  
(Seal)

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

TRACT 1

2. **Address and Legal Description:**

Provide certified field notes describing the property being proposed for rezoning.  
Provide complete information on the location of the property being proposed for rezoning.

Street Address: I-H 35 GOFORTH, KYLE, TX 78640

Subdivision Name/Lot & Block Nos.: ABS 220 Z HINTON SURVEY 16.996 AC.  
GEO # 906 01708

Property Recording Information:  Hays County

Volume/Cabinet No. 2904

Page/Slide No. 8

3. **Ownership Information:**

Name of Property Owner(s): RICHARD B. SCHMELTEKOPF

**Certified Public Notary:**

This document was acknowledged before me on the 23<sup>rd</sup> day of June, 2020 by

Richard B Schmeltkopf (Owner(s)).

Kari Margaret McCleave

Notary Public State of ~~Texas~~ <sup>KMM</sup> Colorado

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

X Signed: [Signature]

Date: 6-23-2020

TRACT 2

2. **Address and Legal Description:**

Provide certified field notes describing the property being proposed for rezoning.  
Provide complete information on the location of the property being proposed for rezoning.

Street Address: 1-H 35 GOFORTH, KYUE, TX 78040

Subdivision Name/Lot & Block Nos.: ABS 220 E HINTON SURVEY 13.01 AC  
GEO # 90601769

Property Recording Information:  Hays County  
Volume/Cabinet No. 275

Page/Slide No. 491

3. **Ownership Information:**

Name of Property Owner(s): LINDA HILL SCHMELTEKOPF, Individually  
and as trustee of the Testamentary Trust created in the  
Will of MORRIS HENRY SCHMELTEKOPF

Certified Public Notary:

This document was acknowledged before me on the 23rd day of June, 2020 by  
Laura Boughton (Owner(s)).

Laura Boughton

Notary Public State of Texas  
(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

Signed:

Date:

Linda H. Schmeltkopf  
6-23-2020

TRACT 3

2. **Address and Legal Description:**

Provide certified field notes describing the property being proposed for rezoning.  
Provide complete information on the location of the property being proposed for rezoning.

Street Address: 001 CR 157 / GORPOTH RD, KYLE, TX 78640

Subdivision Name/Lot & Block Nos.: AO 220 Z HINTON SURVEY 6.39 AC

Property Recording Information:  Hays County  
Volume/Cabinet No. 1162

Page/Slide No. 300

3. **Ownership Information:**

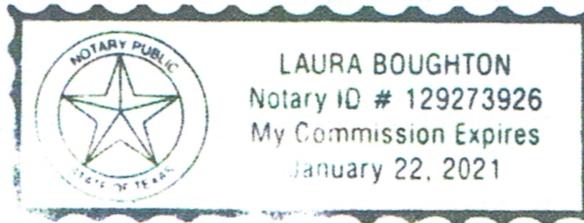
Name of Property Owner(s): LAURA LYNNE S. LEHMAN

**Certified Public Notary:**

This document was acknowledged before me on the 23rd day of June, 2020 by  
\_\_\_\_\_  
(Owner(s)).

Laura Boughton

Notary Public State of Texas  
(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

Signed: [Signature]

Date: 6/23/2020

2. Address and Legal Description:

Provide certified field notes describing the property being proposed for rezoning.  
Provide complete information on the location of the property being proposed for rezoning.

Street Address: 601 CR 157 / GORPETH RD, KYLE, TX 75640

Subdivision Name/Lot & Block Nos.: AD 220 Z HINTON SURVEY 6.39 AC

Property Recording Information:  Hays County

Volume/Cabinet No. 1162

Page/Slide No. 300

3. Ownership Information:

Name of Property Owner(s): JULIUS LEAMAN

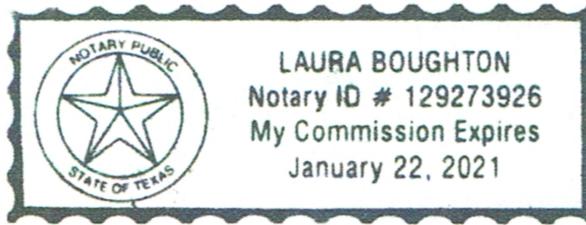
Certified Public Notary:

This document was acknowledged before me on the 23<sup>rd</sup> day of June, 2020 by \_\_\_\_\_ (Owner(s)).

Laura Boughton

Notary Public State of Texas

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_

I hereby request that my property, as described above, be considered for rezoning:

Signed: [Signature]

Date: 6-23-2020

**4. Agent Information:**

If an agent is representing the owner of the property, please complete the following information:

Agent's Name: David Cancialosi- Permit Partners

Agent's Address: 105 W. Riverside Dr. #225 Austin, TX, 78704

Agent's Phone Number: 512-593-5361

Agent's Fax Number: \_\_\_\_\_

Agent's Mobile Number: \_\_\_\_\_

Agent's Email Number: david@permit-partners.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature:	<small>DocuSigned by:</small> <i>Richard B Schmelzer</i>	<small>DocuSigned by:</small> <i>Steph H Schmelzer</i>	<small>DocuSigned by:</small> <i>Julius Lehman</i>
	<small>FD8C6D93485441E...</small>	<small>E2F7EB72972D4EC...</small>	<small>0FC66D8E08E04F0...</small>
Date:	<u>6/29/2020</u>	<u>6/29/2020</u>	<u>6/29/2020</u>

*Do Not Write Below This Line  
Staff Will Complete*

Tax Certificates:     County     School     City

Certified List of Property Owners Within 200'   

All Fees Paid:         Filing/Application     Mail Out Costs

Attached Map of Subject Property   

Accepted for Processing By: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Public Notification in Newspaper: \_\_\_\_\_

Date of Public Hearing Before Planning and Zoning Commission: \_\_\_\_\_

Date of Public Hearing Before City Council: \_\_\_\_\_



**PERMIT PARTNERS, LLC**  
 105 W. Riverside Dr., Suite 225  
 Austin, Texas 78704  
 Office: 512.593.5361  
[info@permit-partners.com](mailto:info@permit-partners.com)

June 28, 2020

City of Kyle Planning Department  
 100 W. Center Street  
 Kyle, Texas 78640

To whom it may concern,

Please find attached to this cover letter an application to rezone the tracts described below. In Their current form, the three (3) tracts are zoned "RS", Retail Services. My client desires rezone them as a mixture of RS, MXD Mixed Use, and R-3-3 Multi Family. The total amount of the land to be rezoned is 37 acres.

Given the location of the land adjacent to the IH-35 corridor we believe this is a reasonable request. The land is currently vacant and is not platted. An approved rezoning effort will provide reasonable assurance to my client that he should then seek plat approval from the municipality.

We have outlined the approximate acreage to be assigned to each of the rezoned tracts below.

<i>LAND</i>	<i>ADDRESS</i>	<i>LEGAL DESCRIPTION</i>
Tract 1	IH35 / GOFORTH RD. KYLE, TX 78640	ABS 220 Z HINTON SURVEY 16.996 AC Owner: <b>Richard B Schmeltekopf</b>
Tract 2	IH35 / GOFORTH RD. KYLE, TX 78640	ABS 220 Z HINTON SURVEY 13.01 AC Owner: <b>Richard B Schmeltekopf</b>
Tract 3	601 CR 157/ GOFORTH RD. KYLE, TX78640	A0 220 Z HINTON SURVEY 6.39 AC Owner: <b>Laura Lynn Schmeltekopf Lehman</b>

**The proposed rezoning needed as per the proposed new survey and field notes is as listed below:**

- Tract 1 (6.4 Acres) will remain the current Retail Services"
- Tract 2 (16 Acres) to be rezoned to Mixed Use Zoning (MXD)
- Tract 3 (14 Acres) to be rezoned to Multi Family Apartments Residential 3, District R-3-3 with bonus density for affordable housing.



**PERMIT PARTNERS, LLC**  
105 W. Riverside Dr., Suite 225  
Austin, Texas 78704  
Office: 512.593.5361  
[info@permit-partners.com](mailto:info@permit-partners.com)

As the discussion with the City evolves during the rezoning process we are happy to better describe the desired rezonings and their relative acreage. We look forward to receiving input from staff and City Boards.

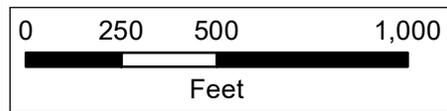
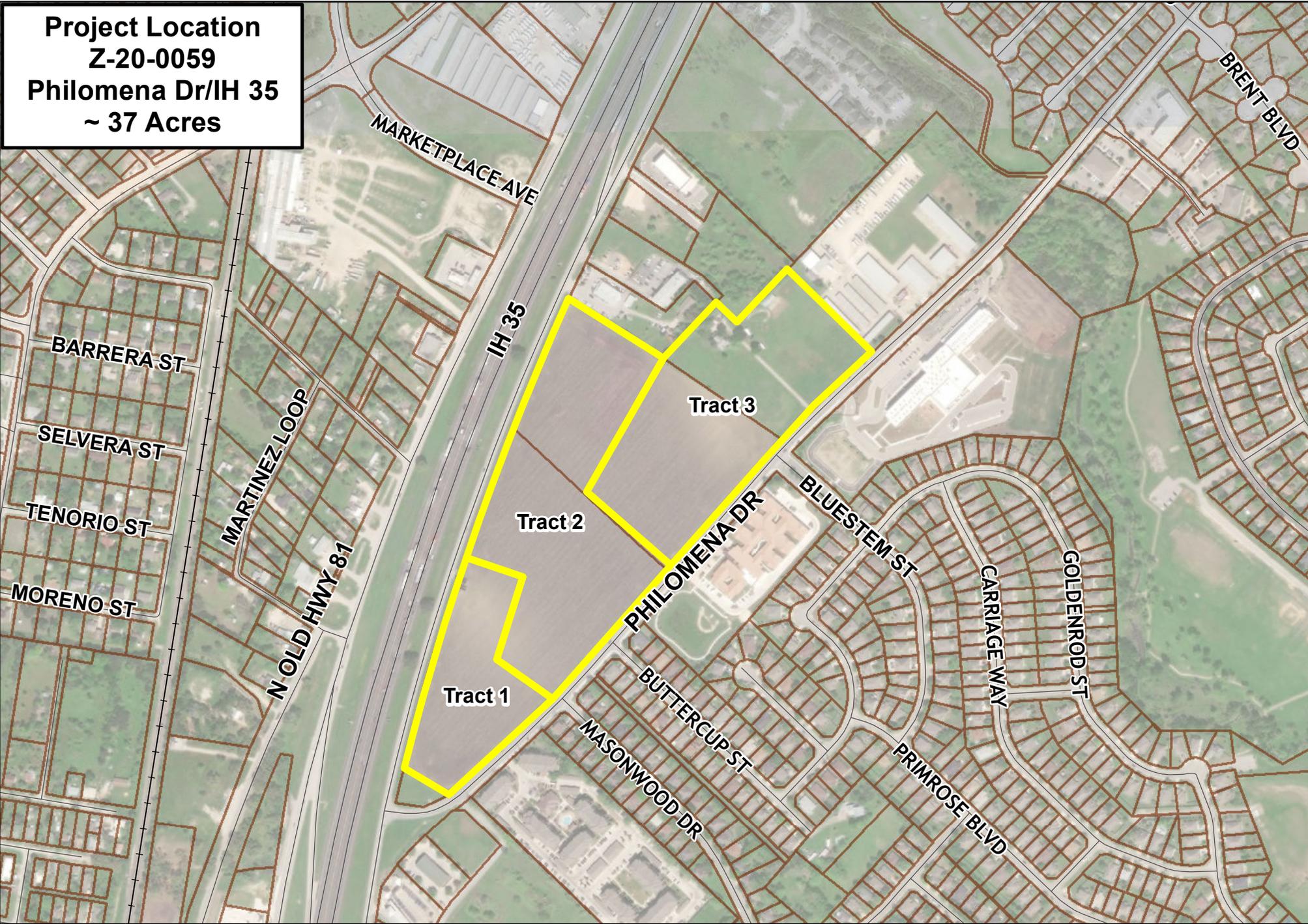
I am available for any further predevelopment meetings as needed throughout the application review process. I look forward to closely working with staff during their review of this request.

Please feel free to contact me directly.

Respectfully,

David C. Cancialosi

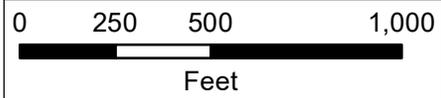
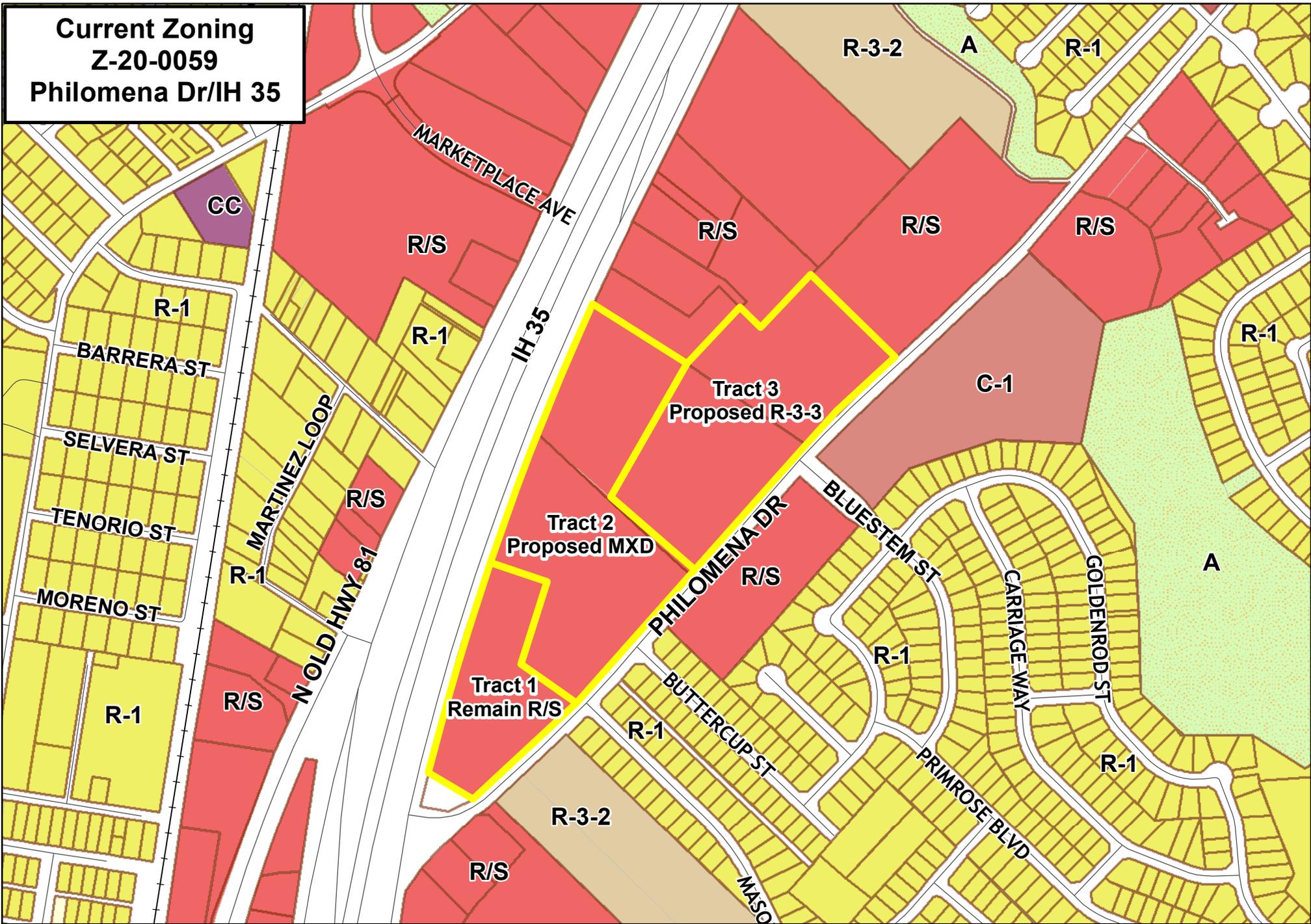
**Project Location**  
**Z-20-0059**  
**Philomena Dr/IH 35**  
**~ 37 Acres**



 Property Location  
Item # 18

 Parcel Lines

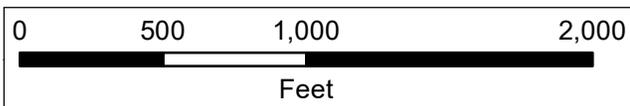
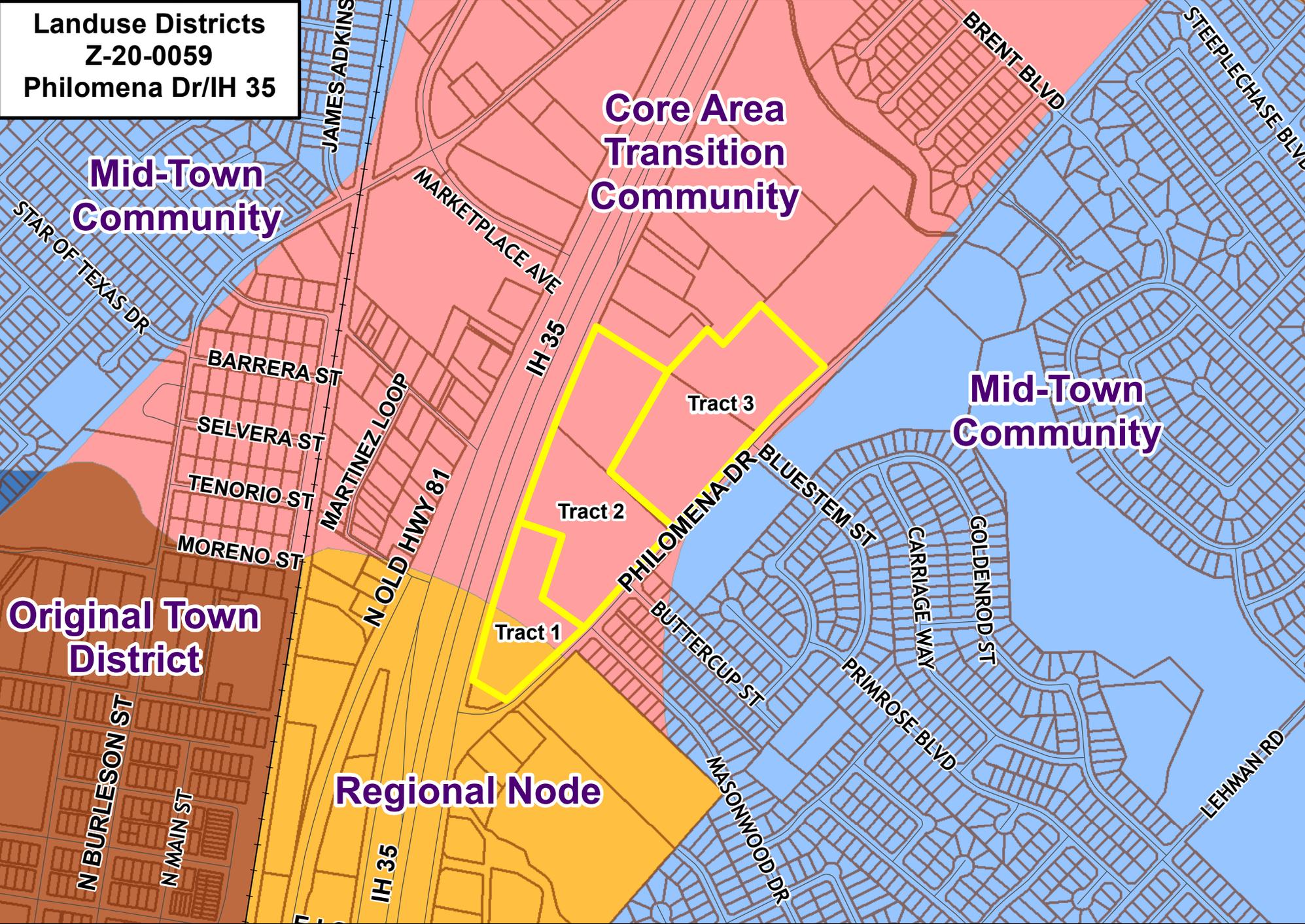
**Current Zoning**  
**Z-20-0059**  
**Philomena Dr/IH 35**



 Property Location  
 Item # 18

 Parcel Lines

Landuse Districts  
Z-20-0059  
Philomena Dr/IH 35



Property Location  
Item # 18

Parcel Lines

You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640 (attention: Zoning File # Z-20-0059).

Name: Kyle 10 Holdings LLC  
Rebby Eaves, Manager Address: 9130 Jollyville Rd  
Austin Tx 78759

- I am in favor, this is why - Development will increase the tax Base for the City of Kyle. Development is good for the surrounding property owners.
- I am not in favor, and this is why \_\_\_\_\_



# CITY OF KYLE, TEXAS

## General Election Ordinance

**Meeting Date: 8/4/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance of the City of Kyle, Texas, Ordering a General Election to be held jointly with Hays County on November 3, 2020 for the Election of Mayor and City Council Districts Two and Four to serve three-year terms; Designating the Main Early Voting Place for such Election; Providing for an Order and Notice of such General Election; Providing for related matters; Providing a Severability Clause; and Providing an Effective Date. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- General Election Ordinance

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

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD JOINTLY WITH HAYS COUNTY ON NOVEMBER 3, 2020 FOR THE ELECTION OF MAYOR AND CITY COUNCIL DISTRICTS TWO AND FOUR TO SERVE THREE-YEAR TERMS; DESIGNATING THE MAIN EARLY VOTING PLACE FOR SUCH ELECTION; PROVIDING FOR AN ORDER AND NOTICE OF SUCH GENERAL ELECTION; PROVIDING FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the terms for Mayor and City Council Districts Two and Four are set to expire in November 2020 and there is a need to call for a General Election; and

**WHEREAS**, the Texas Constitution, the *Texas Election Code* (the “Code”), and the City Charter are applicable to said General Elections (hereinafter collectively referred to as the “election” or “elections”), and in order to comply with applicable laws, an ordinance is required to call the elections and establish procedures consistent with the Constitution, the Code, and the Charter; and

**WHEREAS**, the City has made provision to contract with Hays County to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the “Contract for Election Services” or “contract”), and such contract provides for political subdivisions subject to the contract that hold election on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code*;

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

**SECTION 1.** The General Election of the City shall be held on Tuesday, November 3, 2020, to elect the Mayor at-large, and Council Members for District 2 and District 4, both single-member districts, to serve a term of three (3) years each. Candidates at the elections for the above offices shall file their application to become candidates with the City Secretary of the City, at City Hall, 100 West Center Street, Kyle, Texas, between 8:00 a.m. on July 20, 2020 and 5:00 p.m. on August 17, 2020 by appointment or by email. The City Secretary shall post more detailed instructions for submitting applications on the City’s website and the City’s bulletin board. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary on August 17, 2020.

**SECTION 2.** Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the General Election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Hays County Election Administrator for use on the voting devices and ballots used by Hays County.

**SECTION 3.** The Hays County Election Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Contract for Election Services, the City Charter,

and the law governing the holding of general elections; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

**SECTION 4.** Early voting, both by personal appearance and by mail, will be conducted by the Hays County Election Administrator, who is designated and appointed as the Early Voting Clerk, in accordance with the *Tex. Elec. Code*. Early voting by personal appearance shall be conducted at Kyle City Hall, 100 W. Center Street, Kyle, Texas and such other locations authorized by state law and designated by the Hays County Election Administrator. Early voting shall commence on Monday, October 19, 2020, and continue through Friday, October 30, 2020 and through any extended early voting period authorized by executive order and state law, and early voting polls shall remain open for the time specified by the *Tex. Elec. Code*.

**SECTION 5.** The election precincts for the election shall be the election precincts established by the Hays County Election Administrator in accordance with applicable law and the City Charter. The polling places for Election Day shall be at such locations designated by the Hays County Election Administrator and authorized by state law. Residents of the election precincts shall vote at the aforementioned polling places as assigned by the Hays County Election Administrator in accordance with applicable law and the City Charter. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Hays County Election Administrator shall tabulate and provide the election returns for the election. Ballots shall be prepared and the election shall be conducted to allow for a Mayor-at-large and Districts 2 and 4 single-member districts to be elected from the city.

**SECTION 6.** The City agrees to conduct a joint election with other political subdivisions within Hays County, provided that such political subdivision holds an election on November 3, 2020 in all or part of the same territory as the City (the "Political Subdivisions"). Any joint election shall be conducted in accordance with state law, this Ordinance, the City Charter and the Contract for Election Services with Hays County.

**SECTION 7.** The City Secretary, or designee, is instructed to aid the Hays County Election Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Contract for Election Services. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code*; provided that, pursuant to the Contract for Election Services between Hays County and the City, the Hays County Election Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Contract for Election Services. The Hays County Election Administrator shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Contract for Election Services.

**SECTION 8.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Hays County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Hays County and its appointees are hereby designated and appointed by the city council as the Election Administrators, judges and clerks, respectively, for the holding of said election. The presiding judges, alternate presiding judges and

clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council confirms and appoints the election judges and alternate election judges that are appointed by Hays County for the election.

**SECTION 9.** That notice of the November 3, 2020 General Election of the City of Kyle shall be posted and published in accordance with the Election Code of the State of Texas, not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

**SECTION 10.** The election shall be held and conducted by the Hays County Election Administrator in compliance with state law, the City Charter, and the Contract for Election Services.

**SECTION 11.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

**SECTION 12. Severability.** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

**SECTION 13. Effective Date.** This ordinance is effective immediately upon adoption in accordance with state law and the City Charter.

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

FINALLY PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**The City of Kyle, Texas**

\_\_\_\_\_  
Jennifer Holm, City Secretary

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



# CITY OF KYLE, TEXAS

## Special Election - Charter

**Meeting Date: 8/4/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** *(First Reading)* An Ordinance Ordering a Special Election to be held on the Question of the Adoption of Amendments to the Charter of the City of Kyle; Designating November 3, 2020 as the date of the Special Election; Prescribing the Form of the Ballot; Providing for Election Procedures; and Providing an Effective Date. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ 2020 1103 Ordinance Charter Election

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

**AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON THE QUESTION OF THE ADOPTION OF AMENDMENTS TO THE CHARTER OF THE CITY OF KYLE; DESIGNATING NOVEMBER 3, 2020 AS THE DATE OF THE SPECIAL ELECTION; PRESCRIBING THE FORM OF THE BALLOT; PROVIDING FOR ELECTION PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the City Council desires to submit to the voters the charter amendments that are set forth in this Ordinance;

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

**SECTION 1:** A special election is ordered to be held in the city on Tuesday, November 3, 2020, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the city propositions on whether the Charter of the City of Kyle should be amended. The proposed amendments shall take effect upon their adoption and the entering of an order by the City Council declaring the amendments adopted. The proposed amendments affect only the Articles and sections listed below which are submitted for amendment to read as follows in this section. In this ordinance, the proposed new language appears in bold and underlined text, and language proposed to be removed appears stricken through. The amended sections that are approved by the voters will appear in the City Charter after the election results are canvassed with the bold and underline markings added, and the stricken language will be removed from the City Charter.

**Article I. Incorporation, Form of Government and Powers of the City**

**Sec. 1.07. – Annexation and Disannexation.**

The council may by ordinance unilaterally annex or disannex any land, property or territory upon its own initiative, or upon a petition submitted by a majority of the voters residing within the territory being annexed or disannexed, upon petition by the owners of property, or upon a petition signed by a majority of the property owners in a platted subdivision as authorized by applicable law. The council may disannex or release extraterritorial jurisdiction when in the best interest of the city. The procedure for the establishment, modification or extension of the city boundaries, and the annexation or disannexation of territory, will be applied in a manner consistent with applicable State law. Absent procedures being established by State law, prior to exercising said rights to annex or disannex territory, two one public hearings will be held at least ten (10) but not more than twenty (20) days after notice of such public hearings are published in a newspaper of general circulation throughout the city. Additionally, notices will appear in any official means of public dissemination. ~~The procedure for the establishment, modification or extension of the city boundaries, and the annexation or disannexation of territory,~~

~~may not be inconsistent with any applicable requirements and limitations established by state law; provided that absent procedures being established by state law the action may be taken by ordinance adopted after two public hearings are held at least ten (10) but not more than twenty (20) days after notice of such public hearings are published in a newspaper of general circulation in the city.~~ Upon final passage of an ordinance, fixing, establishing or modifying the boundaries of the city, or annexing or disannexing any property by any method prescribed herein, the boundaries of the city shall be so extended or modified as provided in such ordinance. Upon an ordinance annexing property into the city, the territory described in the ordinance shall become a part of the city, and the said land and its residents and future residents shall be bound by the acts, ordinances, codes, resolutions and regulations of the city.

## **Article II. Boundaries of the City**

### **Sec. 2.01. – Boundaries.**

The boundaries and limits of the city shall, until changed in the manner herein provided, be the same as have heretofore been established and as existed on the date of the adoption of this charter. The boundaries and territorial limits of the city may from time to time by ordinance be fixed, decreased, modified or extended, and property may be annexed into the city or disannexed from the city, ~~with or without the consent of any voter or of any landowner in the affected area in compliance with state law~~ **as authorized by state law and the City Charter**. See also Section 1.07.

## **Article V. Elections**

### **Sec. 5.06. - Polling Places.**

The council shall establish one or more election precincts and provide polling places as necessary for city elections. Until established otherwise by ordinance **or required otherwise by state law**, the entire city shall be one election precinct and the city hall or the city hall annex shall be **the a** polling place for all city elections.

## **Article VI. Initiative, Referendum and Recall**

### **Sec. 6.15. - Non-binding ballot propositions.**

**The council is authorized to call elections on ballot propositions that are non-binding in nature when the council wishes to obtain an informal indication of the position of the city's voters on an issue. The ordinance calling an election under this section must be approved by the affirmative vote of at least **five** members of council. The following shall apply to elections on non-binding ballot propositions:**

- (1) The ballots must clearly label each proposition as non-binding in the heading of the proposition.
- (2) The ballot cannot contain an indication of the effect that approval or disapproval of a proposition will have on the position of the city council on any issue.
- (3) The ballot language may not contain more than one subject.
- (4) Each proposition must avoid including multiple components which are not compatibly interrelated.
- (5) The ordinance calling the election and the ordinance declaring the result of the election must both contain a clear statement that the non-binding propositions are not binding on the city council.
- (6) The city council shall not place a non-binding proposition on a ballot as a substitute or alternative for a binding proposition the council is obligated to place on the same ballot.

## **Article VII. Administrative Services**

### **Sec. 7.06. – Police Department.**

There shall be a police department to preserve order and protect the residents and property. The chief of police shall be responsible for the administration of the police department and shall evaluate and supervise the department and all its employees. All such evaluations and actions shall be subject to review and modification by the city manager. This City of Kyle Police Department shall collaborate with community members to develop policies, strategies, data sharing and deploy resources that aim to reduce crime by improving relationships, increase community engagement, and promote cooperation.

## **Article XIII. General Provision**

### Sec. 13.11. – Non-substantive Revisions.

- (1) The City Council may, without approval of the voters, adopt an ordinance that makes the following types of revisions to this Charter:
  - (A) Correcting numbering errors, and renumbering sections to correct numbering errors; and
  - (B) Correcting errors in spelling, grammar, cross-references and punctuation.
- (2) A revision adopted under this section is not intended to and is not to be interpreted as making any substantive change in any Charter provision. Any revision adopted under this section that changes the substantive meaning of the Charter shall be void.

**Section 2. Charter Amendment Notice and Propositions.** Notice of the election shall be given and the election shall be held in compliance with *Chapt. 9, Tex. Loc. Gov't. Code*, and Section 4 of

this Ordinance. The ballots for the special election shall comply with the *Texas Election Code* and be in the form provided by the City to the Hays County Elections Administrator, pursuant to the Contract for Election Services, for use on the voting devices and ballots used by the City; provided that the official ballot shall be prepared in such a manner as will permit the voters to vote “Yes” or “No” on the propositions submitted, with the propositions to be expressed on the official ballot in a form substantially as follows:

**CITY OF KYLE PROPOSITION A**  
**Annexation**

Shall Article I, Section 1.07, and Article II, Section 2.01, of the City Charter be amended to require consent to annexation of land by the City as required by state law and to conform annexation and disannexation procedures to state law?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

**CITY OF KYLE PROPOSITION B**  
**Election Precincts and Polling Places**

Shall Article V, Section 5.06 of the City Charter be amended to provide the election precincts for City elections are those established by ordinance or state law and to provide that City Hall may be one of the polling places during City elections?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

**CITY OF KYLE PROPOSITION C**  
**Council-Initiated Non-Binding Ballot Propositions**

Shall Article VI, Section 6.15 (Non-binding ballot propositions) be added to the City Charter to authorize the City Council to call elections on ballot propositions that are non-binding in nature when the council wishes to obtain an informal indication of the city’s voters on an issue?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

**CITY OF KYLE PROPOSITION D**  
**Police Department Duties**

Shall Article VII, Section 7.06 of the City Charter be amended to provide that the duties of the Police Department include \_\_\_\_\_ [complete based on final language]?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

**CITY OF KYLE PROPOSITION E**  
**Non-Substantive**

Shall Section 13.11 (Non-substantive Revisions) of the City Charter be added to grant the City Council authority to make non-substantive revisions to the City Charter for numbering, spelling, grammar, cross-reference, and punctuation without obtaining separate approval of the voters in a Charter amendment election?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

**SECTION 3.** The election precincts for the election shall be the election precincts established by the Hays County Elections Administrator, provided that each shall contain and include geographic area that is within the City and the election precincts are in accordance with the City Charter.

**SECTION 4.** Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall not later than the twenty-first (21st) day before the election and by publishing said Notice of Election on the same day in each of two successive weeks, with the first such publication occurring before the fourteenth (14th) day before the date of the election. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

**SECTION 5.** The elections shall be held and conducted by the Hays County Elections Administrator in compliance with state law, the City Charter, the Election Agreement, and the ordinance calling the 2020 general election except where there is a clear conflict with this ordinance and provided that Chapter 9, Texas Local Gov't Code shall apply to the special election. And, this Ordinance shall be in force and effect from and after its passage on the date shown below.

**SECTION 6.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_ 2020.

City of Kyle

Attest:

\_\_\_\_\_  
Jennifer Holm, City Secretary

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



# CITY OF KYLE, TEXAS

## City Manager's Report

Meeting Date: 8/4/2020

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*

- Upcoming Special Council Meetings: August 11, August 25
- City of Kyle Labor Day Celebration
- Cromwell No Parking
- Kyle Mass Food Distribution Event
- Ash Pavilion Update

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Executive Session-Convene

**Meeting Date: 8/4/2020**

**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.
  - Honeywell Contract
  - Uber Contract
  - Kohler Crossing 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.

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 8/4/2020  
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