

CITY OF KYLE

Notice of Regular City Council Meeting

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



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

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on January 5, 2021, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640; Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>, for the purpose of discussing the following agenda.

Posted this 31st day of December, 2020, prior to 7:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - December 15, 2020 5:00 p.m. ~ *Jennifer Holm, City Secretary*
2. City Council Special Meeting Minutes - December 15, 2020 5:30 p.m. ~ *Jennifer Holm, City Secretary*
3. City Council Meeting Minutes - December 15, 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.

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

IV. Appointments

5. Appoint nominee for position on City of Kyle Ethics Commission. ~ *Yvonne Flores-Cale, Council Member*
 - Rebecca Chapa
6. Appoint nominee for position on City of Kyle Ethics Commission. ~ *Travis Mitchell, Mayor*
 - Mike Rubsam
7. Consider appointing Derrick Turley to the Alliance Regional Water Authority Board of Directors to replace Tracy Scheel. ~ *Harper Wilder, Director of Public Works*

V. Presentation

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

VI. Consent Agenda

9. A Resolution of the City Council of the City of Kyle, Texas accepting the Sunset Hills, Phase Two subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*
10. Authorize award and execution of a Purchase Order to SANTEX TRUCK CENTERS, LTD., in an amount not to exceed \$221,190.00 for the purchase of two (2) International 15 Cubic Yard Tandem Axle Dump Trucks through the HGAC Purchasing Cooperative for street construction in Public Works Department. ~ *Harper Wilder, Director of Public Works*
11. Authorize award and execution of a Purchase Order to SANTEX TRUCK CENTERS, LTD., in an amount not to exceed \$162,958.00 for the purchase of two (2) International 8 Cubic Yard Single Axle Dump Trucks through the HGAC Purchasing Cooperative for street construction in Public Works Department. ~ *Harper Wilder, Director of Public Works*
12. Authorize the City Manager to apply for a STEP CMV grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2021-2022 in an amount

not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2021 and ending September 30, 2022. ~ *Jeff Barnett, Chief of Police*

13. Authorize the City Manager to apply for a STEP Comprehensive grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2021 and ending September 30, 2022. ~ *Jeff Barnett, Chief of Police*

VII. Consider and Possible Action

14. *(First Reading)* An Ordinance of the City of Kyle, Texas annexing 29.792 acres of land, more or less, located in Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. ~ *Howard J. Koontz, Director of Planning and Community Development*

- PUBLIC HEARING

15. *(First Reading)* An Ordinance granting Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service, a franchise to provide non-emergency and rollover emergency ambulance services within the boundaries of the City of Kyle, Texas; providing an agreement prescribing conditions, terms, and regulations governing the operation of the non-emergency ambulance services; providing penalties for noncompliance with franchise. ~ *Jerry Hendrix, Chief of Staff*

- PUBLIC HEARING

VIII. City Manager's Report

16. 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*
 - COVID Testing and Vaccine
 - Kyle Mass Food Distribution Event
 - TIRZ Board Meeting
 - Doctor Martin Luther King, Jr. Holiday

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.
 - 1000 West RM 150 Utility Connection
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 Goldfish
 - Project Eburnean

18. 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 1215 Minutes

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - December 15, 2020 5:00 p.m. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ❑ 2020 1215 DRAFT Special Council Meeting Minutes 5 O'clock

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on December 15, 2020 at Kyle City Hall and due to COVID-19, some members attended virtually (v) at Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Rick Koch
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
Paige Saenz, City Attorney (v)
Jerry Hendrix, Chief of Staff
Samantha Armbruster, Communications Dir.
Jennifer Holm, City Secretary
Sandra Duran, HR Director (v)
Matt Dawson, IT Director (v)
Grant Bowling, Video Production Specialist

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 Bradshaw, and Council Member Tobias. A quorum was present. Council Member's Ellison, Flores-Cale, and Rizo were absent.

II. Citizen Comment Period with City Council

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

Mayor Mitchell opened citizen comments at 5:03 p.m. With no one else wishing to speak, Mayor Mitchell closed citizen comments at 5:03 p.m.

III. Consider and Possible Action

2. A Resolution Canvassing the Returns and Declaring the Results of the December 8, 2020 Runoff Election of the City of Kyle, Texas. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 2 and read the results for the record:

There came to be considered the returns of the runoff election held on the 8th day of December, 2020, for the purpose of electing a Mayor, and it appearing from said returns duly and legally made; that each of the candidates in said election received the following votes: For Mayor, Travis Mitchell received 807 Early Votes and 469

Election Day results for a total of 1,276 votes; Linda Tenorio received 725 Early Votes and 303 Election Day votes for a total of 1,028 votes. It is found, determined and declared by the City Council that said election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with law; and that Travis Mitchell was duly elected as Mayor. Said above named party is hereby declared duly elected to said office, subject to the taking of the oath of office as provided by the laws of the State of Texas.

Mayor Mitchell moved to approve a Resolution Canvassing the Returns and Declaring the Results of the December 8th, 2020 Runoff Election of the City of Kyle, Texas. Council Member Tobias seconded the motion. All votes aye; motion carried 4-0.

IV. Adjourn

Mayor Mitchell moved to adjourn. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 4-0.

With no further business to discuss, the City Council adjourned at 5:05p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2020 1215 Minutes

Meeting Date: 1/5/2021
Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - December 15, 2020 5:30 p.m. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ❑ 2020 1215 DRAFT Special Council Meeting Minutes 530

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on December 15, 2020 at Kyle City Hall and due to COVID-19, some members attended virtually (v) at Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Rick Koch
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Robert Rizo
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
Paige Saenz, City Attorney (v)
Sandra Duran, HR Director (v)
Bradford Bullock, Special Counsel (v)
Jerry Hendrix, Chief of Staff (v)
Samantha Armbruster, Communications Dir.
Matt Dawson, IT Director (v)
Jennifer Holm, City Secretary
Leon Barba, City Engineer (v)
Grant Bowling, Video Production Specialist

I. Call Meeting to Order

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

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Flores-Cale, Council Member Bradshaw and Council Member Tobias. A quorum was present. Council Member Ellison arrived at 5:45 p.m. and Council Member Rizo arrived at 5:54 p.m.

II. Citizen Comment Period with City Council

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

Mayor Mitchell opened citizen comments at 5:33 p.m.

With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:33 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.
 - Cause No. 20-2048; Save Our Springs Alliance, Inc., et al. v. City of Kyle City Council Members in their Official Capacities, in the 453rd Judicial District, Hays County, Texas
 - Alexander Condemnation
 - Marketplace Development Agreement
 - Development and Annexation Agreement for the Texas Lehigh Properties
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

Council Member Bradshaw 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 - Cause No. 20-2048; Save Our Springs Alliance, Inc., et al. v. City of Kyle City Council Members in their Official Capacities, in the 453rd Judicial District, Hays County, Texas; Alexander Condemnation; Marketplace Development Agreement; Development and Annexation Agreement for the Texas Lehigh Properties."

The City Council convened into executive session at 5:36 p.m. Council Member Ellison arrived at approximately 5:45 p.m. and entered into executive session. Council Member Rizo arrived at approximately 5:54 p.m. and entered into executive session.

3. Take action on items discussed in Executive Session.

Mayor Mitchell moved to reconvene into open session. Council Member Rizo seconded the motion. All votes aye; motion carried 6-0. Council Member Ellison was absent for the vote.

The City Council reconvened into open session at 7:02 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 Tobias seconded the motion. All votes aye; motion carried 6-0.

With no further business to discuss, the City Council adjourned at 7:03 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2020 1215 Minutes

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: City Council Meeting Minutes - December 15, 2020. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2020 1215 DRAFT Council Meeting Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on December 15, 2020 at Kyle City Hall and due to COVID-19, some members attended virtually (v) at Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell	Gregory Miller
Mayor Pro Tem Rick Koch	Tripp Davenport
Council Member Dex Ellison (v)	
Council Member Yvonne Flores-Cale	
Council Member Robert Rizo	
Council Member Ashlee Bradshaw	
Council Member Michael Tobias	
Scott Sellers, City Manager	
Paige Saenz, City Attorney (v)	
Jerry Hendrix, Chief of Staff (v)	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer (v)	
Kathy Roecker, SWMP Administrator (v)	
Diana Torres, Economic Dev Director (v)	
Perwez Moheet, Finance Director (v)	
Matt Dawson, IT Director (v)	
Grant Bowling, Video Production Specialist (v)	
Mariana Espinoza, PARD Director (v)	
Howard Koontz, Community Dev Director (v)	
Jeff Barnett, Chief of Police (v)	
Harper Wilder, Director of Public Works (v)	
Tim Samford, Div. Mgr. – Trmt. Operations (v)	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:04 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 Flores-Cale, Council Member Rizo, Council Member Bradshaw and Council Member Tobias. A quorum was present. Council Member Ellison arrived at 7:07 p.m. during item 4.

II. Approval of Minutes

1. City Council Meeting Minutes - December 1, 2020. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Mayor Pro Tem Koch moved to approve the minutes of the December 1, 2020 Council Meeting. Council Member Bradshaw seconded the motion. All votes aye; motion carried 6-0. Council Member Ellison was absent for the vote.

III. Citizen Comment Period with City Council

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

Mayor Mitchell opened citizen comments at 7:05 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 7:06 p.m.

V. Appointments

4. Consider nominations for selection of Mayor Pro Tem. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item Nos. 4, 5, 6, and 7 simultaneously, out of order, skipping Item No. 3. Mayor Mitchell presented the items.

Mayor Mitchell moved to appoint Council Member Koch as Mayor Pro Tem. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

5. Consider appointment to the Alliance Regional Water Authority Board of Directors to replace Tracy Scheel. ~ *Travis Mitchell, Mayor*

The Council chose to select a staff member at the next regularly scheduled council meeting. No action was taken.

6. Appoint a member of City Council to CAMPO. ~ *Travis Mitchell, Mayor*

Council chose to leave the current appointments. No action was taken.

7. Consider appointment to CAPCOG General Assembly to replace Tracy Scheel.
~ *Travis Mitchell, Mayor*

Council Member Rizo moved to appoint Council Member Flores-Cale to the CAPCOG General Assembly. Council Member Bradshaw seconded the motion. All votes aye; motion carried 7-0.

VI. Presentation

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

Mayor Mitchell brought forward Item No. 8 for discussion. Mr. Sellers provided an update about the construction on Bebee Road, Dacy Road, Bunton Road, and Goforth concerning traffic and roundabout directing traffic. Mr. Barba presented the consent agenda and CIP/Road Projects updates. No action was taken.

VII. Consent Agenda

Mayor Mitchell brought forward the Consent Agenda. Council Member Ellison had questions on Item Nos. 9 and 10. Mr. Moheet addressed his questions regarding the proceeds from the auctions.

9. Authorize the City's Director of Finance to dispose through an auction facility four (4) City-owned police vehicles determined to be surplus vehicles by the Police Department.
~ *Jeff Barnett, Chief of Police*
10. Authorize the City's Director of Finance to dispose through an auction facility eleven (11) City-owned vehicles determined to be surplus vehicles by the Public Works Department.
~ *Harper Wilder, Director of Public Works*
11. Approve an extension of contract term with SHERIDAN CLEARWATER DBA SHERIDAN CLEARWATER, LLC, AUSTIN, Texas, to expire March 7, 2022, with no increase in service rates and charges for sludge pressing and bio-solids disposal services at the City's wastewater treatment plant and declare this procurement is necessary to protect the public health and safety of Kyle residents and to protect the environment.
~ *Tim Samford, Division Manager of Treatment Operations, Public Works Department*
12. Authorize award and execution of a Purchase Order to HYDROPRO SOLUTIONS, Georgetown, Texas, in an amount not to exceed \$18,700.00 for the purchase of three (3) SmartCover sensors to monitor gravity flow, and inflow and infiltration of stormwater entering wastewater manholes. ~ *Leon Barba, P.E., City Engineer*
13. Approve Amendment No. 1 to the contract with BURGESS & NIPLE INC., Austin, Texas, in an amount of \$286,600.00 increasing the total contract amount not to exceed \$1,268,160.00 for providing professional additional engineering services for design and construction administration services for a new permanent dewatering facility at the wastewater treatment plant. ~ *Leon Barba, P.E., City Engineer*
14. Approve Plum Creek Regional Detention - Site Plan (SD-20-0075) limits of construction for 81.86 acres, construction entrance is located at 3251 S. FM 1626. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-0 to approve the site plan.
15. Approve Plum Creek Phase 2, Section 6 & 10 Grading Improvements - Site Plan (SD-20-0080) limits of construction for 92.43 acres, construction entrance is located at 3251 S. FM 1626. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-0 to approve the site plan.

16. Approve Plum Creek Phase 1, Section 12C - Final Plat (SUB-20-0150) 6.708 acres; 1 Lot and ROW for property located on the southwest corner of Kohler's Crossing and FM 1626. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-0 to approve the final plat.

17. Authorize award and execution of a Purchase Order to SUNBELT RENTAL, New Braunfels, TX in an amount not to exceed \$20,874.94 which includes a fifteen (15) percent contingency for the rental of a stand-by diesel powered generator to be used at 1626 booster pump station for the Public Works Department. ~ *Tim Samford, Division Manager Treatment Operations*
18. Approve an extension of contract with High 5 Promotions to expire September 31, 2021, with no increase in rates and service charges for YouTube and Google product optimization. ~ *Samantha Armbruster, Director of Communications*

Council Member Rizo moved to approve Consent Agenda Item Nos. 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

VIII. Consider and Possible Action

19. *(First Reading)* Consideration and Possible Action on an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the 6 Creeks Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #2 of the District; Approving an Assessment Roll for Improvement Area #2 of the District; Levying Assessments Against Property Within Improvement Area #2 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #2 of the District; Approving a Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.
~ *Gregory D. Miller, Bickerstaff Heath Delgado Acosta LLP*

- **PUBLIC HEARING**

Mayor Mitchell brought forward Item No. 19 for discussion.

Mayor Mitchell opened the public hearing at 7:47p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 7:47 p.m.

Gregory Miller, City's Bond Counsel, with no objections, presented Item Nos. 19, 20, and 21. He introduced Mr. Tripp Davenport regarding the financials. Mr. Davenport presented information on the bonds.

Council Member Rizo moved to approve an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the 6 Creeks Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #2 of the District; Approving an Assessment Roll for Improvement Area #2 of the District; Levying

Assessments Against Property Within Improvement Area #2 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #2 of the District; Approving a Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 7-0. With no objections, the ordinance was finally passed.

20. *(First Reading)* Consideration and Possible Action on an Ordinance Authorizing the Issuance of the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #1 Project); Approving and Authorizing an Amended and Restated Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date; and Accepting and Approving an Amended and Restated Service and Assessment Plan and an Updated Improvement Area #1 Assessment Roll. ~ *Gregory D. Miller, Bickerstaff Heath Delgado Acosta LLP*

- PUBLIC HEARING

Mayor Mitchell brought forward Item No. 20 for discussion.

Mayor Mitchell opened the public hearing at 7:52 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 7:52 p.m.

Council Member Rizo moved to approve an Ordinance Authorizing the Issuance of the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #1 Project); Approving and Authorizing an Amended and Restated Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date; and Accepting and Approving an Amended and Restated Service and Assessment Plan and an Updated Improvement Area #1 Assessment Roll. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 7-0. With no objections, the ordinance was finally passed.

21. *(First Reading)* Consideration and Possible Action on an Ordinance Authorizing the Issuance of the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #2 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date; and Accepting and Approving an Amended and Restated Service and Assessment Plan and an Updated Improvement Area #2 Assessment Roll. ~ *Gregory D. Miller, Bickerstaff Heath Delgado Acosta LLP*

- PUBLIC HEARING

Mayor Mitchell brought forward Item No. 21 for discussion.

Mayor Mitchell opened the public hearing at 7:53 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 7:53 p.m.

Council Member Rizo moved to approve an Ordinance Authorizing the Issuance of the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #2 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date; and Accepting and Approving an Amended and Restated Service and Assessment Plan and an Updated Improvement Area #2 Assessment Roll. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 7-0. With no objections, the ordinance was finally passed.

22. Regional Stormwater Facilities Cost Sharing Agreement with North Hays County Municipal Utility District No. 2, Plum Creek Development Partners, Ltd., Mountain Plum, Ltd., and Lennar of Texas Land and Construction, Ltd. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 22 for discussion. Mr. Sellers presented the item.

Mayor Mitchell moved to approve a Regional Stormwater Facilities Cost Sharing Agreement with North Hays County Municipal Utility District No. 2, Plum Creek Development Partners, Ltd., Mountain Plum, Ltd., and Lennar of Texas Land and Construction, Ltd. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

23. Consider Approval of an Agreement Regarding Roadway and Drainage Improvements between the City of Kyle and the La Salle Utility District No. 1. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 23, 24, and 25 for discussion. Mr. Sellers presented the items.

Mayor Pro Tem Koch moved to approve an Agreement Regarding Roadway and Drainage Improvements between the City of Kyle and the La Salle Utility District No. 1. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

24. Consider Approval of an Agreement Regarding Roadway and Drainage Improvements – Spooner Tract between the City of Kyle and Sandera Land Development Company, LLC. ~ *J. Scott Sellers, City Manager*

Mayor Pro Tem Koch moved to approve an Agreement Regarding Roadway and Drainage Improvements – Spooner Tract between the City of Kyle and Sandera Land Development Company, LLC. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

25. *(Second Reading)* An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 128.58 acres of land

from Agriculture 'AG' to Single Family Residential-3 'R-1-3' and approximately 30.27 acres of land to Residential Townhome 'R-1-T' and approximately 20.37 acres of land to Community Commercial 'CC' for property located off of E. Post Road, just north of Quail Ridge Subdivision, in Hays County, Texas. John H. Spooner Revocable Trust - Z-20-0061) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

City Council voted 6-1 to approve on First Reading.

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

Council Member Rizo moved to approve an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 128.58 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' and approximately 30.27 acres of land to Residential Townhome 'R-1-T' and approximately 20.37 acres of land to Community Commercial 'CC' for property located off of E. Post Road, just north of Quail Ridge Subdivision, in Hays County, Texas. John H. Spooner Revocable Trust - Z-20-0061) Council Member Bradshaw seconded the motion. Motion carried 5-2 with Council Members Flores-Cale and Tobias dissenting.

26. Consider and possible action regarding entering into a design build contract with Cadence McShane for 104 S. Burleson. ~ *James R. Earp, Assistant City Manager*

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

Council Member Rizo moved to approve entering into a design build contract with Cadence McShane for 104 S. Burleson. Mayor Mitchell seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

27. Consider a request for three (3) waivers to allow a two-lot subdivision in the City of Kyle's Extra-Territorial Jurisdiction at 2400 Windy Hill Road. (Jacobo Subdivision - SUB-20-0157) ~ *Howard J. Koontz, Director of Planning and Community Development*

Sec. 41-82(e)(2) Rural Subdivision Standards, Lots

- Have a minimum width at the front property line of 130 feet;

Sec. 41-136(c) Lots, Side lot lines

- Side lot lines in residential subdivisions shall be substantially at right angles to straight streets lines and radial to curved street lines.
- The ratio of the lot depth to the average lot width shall not be greater than a 5:1 ratio.

Mayor Mitchell brought forward Item No. 27 for discussion. Mr. Koontz presented the item.

Council Member Tobias moved to approve a request for three (3) waivers to allow a two-lot subdivision in the City of Kyle's Extra-Territorial Jurisdiction at 2400 Windy Hill Road. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

28. A resolution of the City of Kyle, Texas, Accepting the petition for annexation of 29.792 acres, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (ANNX-20-0007 - Casetta Ranch, Jansen Addition Development Agreement) ~ *Howard J. Koontz, Director of Planning and Community Development*

Mayor Mitchell brought forward Item No. 28 for discussion. Mr. Koontz presented the item.

Council Member Rizo moved to approve a Resolution of the City of Kyle, Texas, Accepting the petition for annexation of 29.792 acres, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. Council Member Bradshaw seconded the motion. All votes aye; motion carried 7-0.

29. Consider Approval of an Addendum to the Development and Annexation Agreement for the Texas Lehigh Properties. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 29 for discussion. Mr. Sellers presented the item.

Council Member Bradshaw moved to approve an Addendum to the Development and Annexation Agreement for the Texas Lehigh Properties. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

30. Direct the city manager to negotiate an agreement with AGCM Inc. for Owner's Representative Services for the Kyle Public Safety Center. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 30 for discussion. Mr. Sellers presented the item.

Council Member Tobias moved to direct the city manager to negotiate an agreement with AGCM Inc. for Owner's Representative Services for the Kyle Public Safety Center. Council Member Bradshaw seconded the motion. All votes aye; motion carried 7-0.

31. Consider approval of an Encroachment Agreement between Lower Colorado River Authority, North Hays Municipal Utility District No. 2 and The City of Kyle. ~ *Paige Saenz, City Attorney*

Mayor Mitchell brought forward Item No. 31 for discussion. Ms. Saenz presented the item.

Council Member Rizo moved to approve an Encroachment Agreement between Lower Colorado River Authority, North Hays Municipal Utility District No. 2 and The City of Kyle. Council Member Bradshaw seconded the motion. All votes aye; motion carried 7-0.

32. Consider a request by Rick Hanna, The Blackburn Group, LLC to have a front setback exception granted per Sec. 53-33(k)(Chart 1)(9), to reduce the front setback for certain residential lots in the Brooks Ranch subdivision located directly behind and southwest of the homes on Mather (Plum Creek) and W FM 150. ~ *Howard J. Koontz, Director of Planning and Community Development*

Mayor Mitchell brought forward Item No. 32 for discussion. Mr. Koontz presented the item.

Mayor Mitchell moved to approve a request by Rick Hanna, The Blackburn Group, LLC to have a front setback exception granted per Sec. 53-33(k)(Chart 1)(9), to reduce the front setback for certain residential lots in the Brooks Ranch subdivision located directly behind and southwest of the homes on Mather (Plum Creek) and W FM 150. Council Member Rizo seconded the motion. All votes aye; motion carried 6-0. Mayor Pro Tem Koch was absent for the vote.

IV. City Manager's Report

3. 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*
 - Street Sign Auction
 - COVID Testing updates
 - Mary Kyle Hartson City Square Park project page update
 - Kyle Cares grant update
 - Parks and Recreation Holiday programming
 - City of Kyle Holiday Office Closures
 - Council Visioning Workshop

Mayor Mitchell brought forward the City Manager's Report out of order after Item No. 32. Mr. Sellers spoke about the Street Sign Auction, COVID Testing updates, Mary Kyle Hartson City Square Park project page update, Kyle Cares grant update, Parks and Recreation Holiday programming, City of Kyle Holiday Office Closures, and Council Visioning Workshop.

IX. Executive Session

33. 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.
 - Cause No. 20-2048; Save Our Springs Alliance, Inc., et al. v. City of Kyle City Council Members in their Official Capacities, in the 453rd Judicial District, Hays County, Texas
 - Alexander Condemnation
 - Marketplace Development Agreement
 - Development and Annexation Agreement for the Texas Lehigh Properties
 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.

34. Take action on items discussed in Executive Session.

There was no Executive Session.

X. Adjourn

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

With no further business to discuss, the City Council adjourned at 9:22 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Ethics Commission Appointment - Seat 2

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: Appoint nominee for position on City of Kyle Ethics Commission. ~ *Yvonne Flores-Cale, Council Member*

- Rebecca Chapa

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Ethics Commission Appointment - Seat 7

Meeting Date: 1/5/2021
Date time: 7:00 PM

Subject/Recommendation: Appoint nominee for position on City of Kyle Ethics Commission. ~ *Travis Mitchell, Mayor*

- Mike Rubsam

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

ARWA Board Appointment

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: Consider appointing Derrick Turley to the Alliance Regional Water Authority Board of Directors to replace Tracy Scheel. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 1/5/2021

Date time: 7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Acceptance of Sunset Hills, Phase Two Subdivision

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: A Resolution of the City Council of the City of Kyle, Texas accepting the Sunset Hills, Phase Two subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law.
~ Leon Barba, P.E., City Engineer

Other Information: A final walk-through was completed on December 8, 2020. The punch list items have been completed on the project. The street, drainage and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

-
A Maintenance Bond (Philadelphia Indemnity Insurance Company – Bond No. PB03016800698) in the amount of \$301,373.86 has been provided for a period of two (2) years.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ Acceptance Package

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, ACCEPTING THE SUNSET HILLS PHASE 2 IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Kyle; and

WHEREAS, the subdivision improvements are defined as street, wastewater and drainage improvements installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

WHEREAS, the contractor has also provided the City a two (2) year maintenance bond in an amount of thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS hereby accepts the public improvements and certifies completion of the improvements for the Sunset Hills Phase 2 subdivision. The current maintenance surety is hereby \$301,373.86 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

SECTION 1. That the improvements within the Sunset Hills Phase 2 subdivision are hereby accepted for operation and maintenance.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the ____ day of _____, 2020.

CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

EXHIBIT A

STAFF ACCEPTANCE MEMO




CITY OF KYLE

100 W. Center St.
Office (512) 262-3958

Kyle, Texas 78640
Fax (512) 262-3915

MEMORANDUM

TO: Scott Sellers, City Manager

FROM: Leon Barba, P.E., City Engineer 

DATE: December 18th, 2020

SUBJECT: Sunset Hills Phase 2 Final Acceptance

The referenced subdivision is recommended for acceptance by the City of Kyle.

A final walkthrough was completed on December 8th, 2020. The punch list items have been completed on the project. The street, wastewater and drainage improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Philadelphia Indemnity Insurance Company – Bond No. PB03016800698) in the amount of \$301,373.86 has been provided for a period of two (2) years.

Please let me know if you need any additional information.

Xc: Harper Wilder, Public Works Department
Pervez Moheet, Finance Department
Debbie Guerra, Planning and Zoning

ENGINEER'S CONCURRENCE

FOR PROJECT ACCEPTANCE

PROJECT: Sunset Hills Phase Two

Date: December 17, 2020

Owner's Name and Address

Consultant Engineer's Name and Address

KB Home – John Zinsmeyer

Kenneth W. Martin, P.E.,

10800 Pecan Park Blvd. Ste. 200

Murfee Engineering Company

Austin, Texas 78750

1101 Capital of Texas Hwy S. Bldg. D

Phone # (512) 651-8100

Phone # (512) 327-9204 fax 327-2947

On December 8, 2020, I, the undersigned Professional Engineer in the State of Texas, made a visual inspection of the public improvements in the above referenced project. Improvements were in general conformance with the approved construction plans and no deficiencies in construction of the public improvements were visible or brought to my attention that were not corrected thereafter. I, therefore, recommend acceptance of street, drainage and wastewater improvements by the City of Kyle. It is the intent of the owner to transfer the water facilities to Monarch Utilities I, L.P. Additional items were requested by the City at the final walk-through that were not included in the approved construction plans and, to my knowledge, have been completed.



Kenneth W. Martin
Signature

Kenneth W. Martin, P.E.

Typed Name

65971

Texas Registration No.

EXHIBIT B

MAINTENANCE BOND

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800698

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Kyle as Oblige, in the penal sum of Three Hundred One Thousand Three Hundred Seventy Three and 86/100 (\$301,373.86) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with City of Kyle for Sunset Hills Phase 2 Street, Wastewater and Storm improvements, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Oblige requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Oblige named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Oblige to Surety.

SIGNED, SEALED AND DATED THIS 30th day of November, 2020.

DNT Construction, LLC
Principal

By: _____

Robert Sladek, Accounting Manager

Philadelphia Indemnity Insurance Company

By: _____

Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

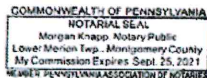
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of November, 20 20.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



DNT CONSTRUCTION FINAL COST & QUANTITIES

CONTRACT: Sunset Hills Ph 2

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

GRADING					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	MOW SITE	15.5	AC	\$ 100.00	\$1,550.00
2	EXCAVATION	1957	CY	\$ 5.00	\$9,785.00
3	EMBANKMENT	3085	CY	\$ 2.30	\$7,095.50
4	PRE-PAVE INSPECTION	1	LS	\$ 2,397.00	\$2,397.00
5	DENSITIES	1	LS	\$ 8,668.00	\$8,668.00
6	PROOF ROLL	1	LS	\$ 2,397.00	\$2,397.00
7	ASPHALT TESTING	1	LS	\$ 5,272.00	\$5,272.00
8	CONCRETE TESTING	1	LS	\$ 4,994.00	\$4,994.00
9	MANDREL TESTING	1	LS	\$ 252.00	\$252.00
10	PRESSURE TESTING	1	LS	\$ 1,200.00	\$1,200.00
11	PROPERTY PINS	1	LS	\$ 6,243.00	\$6,243.00
12	PLACE EXCESS ON-SITE	939.00	CY	\$ 2.30	\$2,159.70
					\$52,013.20

STREETS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$ 53,230.00	\$53,230.00
2	SUBGRADE PREP	11603	SY	\$ 2.00	\$23,206.00
3	10" BASE (3.0' BOC)	11603	SY	\$ 8.30	\$96,304.90
4	GEOGRID	11603	SY	\$ 1.45	\$16,824.35
5	2.0" TYPE D HMAC	8834	SY	\$ 11.10	\$98,057.40
6	CURB & GUTTER	4980	LF	\$ 15.30	\$76,194.00
7	4' SIDEWALK	15	LF	\$ 30.00	\$450.00
8	ADA CURB RAMPS	4	EA	\$ 1,100.00	\$4,400.00
9	STREET/STOP SIGN	2	EA	\$ 500.00	\$1,000.00
10	SPEED LIMIT SIGN	4	EA	\$ 390.00	\$1,560.00
11	STOP BAR	2	LS	\$ 220.00	\$440.00
12	REMOVE STREET END BARRICADE	4	EA	\$ 110.00	\$440.00
					\$372,106.65

WASTEWATER IMPROVEMENTS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	TIE TO EXISTING WASTEWATER STUB	3.00	EA	\$ 550.00	\$1,650.00
2	8" SDR-26 PVC - ALL DEPTHS	2,267	LF	\$ 21.00	\$47,607.00
3	4' WASTEWATER MANHOLE	12.00	EA	\$ 3,400.00	\$40,800.00
4	MANHOLE COATING	89	VF	\$ 135.00	\$12,015.00
5	24" STEEL CASING	72	LF	\$ 93.00	\$6,696.00
6	DOUBLE SERVICE	37	EA	\$ 1,250.00	\$46,250.00
7	SINGLE SERVICE	1	EA	\$ 790.00	\$790.00
8	TRENCH SAFETY	2,267	LF	\$ 1.00	\$2,267.00
9	TESTING	2,267	LF	\$ 1.90	\$4,307.30
					\$162,382.30

STORM DRAIN IMPROVEMENTS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	18" RCP CLASS III STORM PIPE	730	LF	\$ 43.00	\$31,390.00
2	24" RCP CLASS III STORM PIPE	549	LF	\$ 55.00	\$30,195.00
3	30" RCP CLASS III STORM PIPE	313	LF	\$ 71.00	\$22,223.00
4	4' STORM MANHOLE	4	EA	\$ 2,700.00	\$10,800.00
5	5' STORM MANHOLE	1	EA	\$ 3,200.00	\$3,200.00
6	10' CURB INLETS	10	EA	\$ 3,800.00	\$38,000.00



DNT CONSTRUCTION FINAL COST & QUANTITIES

CONTRACT: Sunset Hills Ph 2

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

7	REMOVE EXIST HEADWALL - TIE TO 24" SSL	2	EA	\$ 800.00	\$1,600.00
8	TIE TO EXISTING 30" SSL	1	EA	\$ 500.00	\$500.00
9	TRENCH SAFETY	1,592	LF	\$ 1.00	\$1,592.00
					\$139,500.00

ALTERNATES					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	MAINTENANCE BOND @ 2 YEAR 35%	1	LS	\$ 9,125.00	\$9,125.00
					\$9,125.00

TRENCH EXCAVATION					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Mobilization, Supervision, Layout	1	LS	\$ 20,000.00	\$20,000.00
2	Trench Excavation	6,200	LF	\$ 6.00	\$37,200.00
					\$57,200.00

ELECTRIC IMPROVEMENTS					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
9	Street Light Install	13	EA	\$ 3,750.00	\$48,750.00
					\$48,750.00

CHANGE ORDER #2					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	8" SDR-26 PVC - All Depths	(2,267)	LF	\$ 21.00	(\$47,607.00)
2	8" SDR-26 PVC - All Depths	2,267	LF	\$ 22.00	\$49,874.00
3	24" Steel Casing	(72)	LF	\$ 93.00	(\$6,696.00)
4	Double Service	(37)	EA	\$ 1,250.00	(\$46,250.00)
5	Double Service	37	EA	\$ 1,910.00	\$70,670.00
					\$19,991.00

TOTAL CONTRACT **\$861,068.15**

(Company Staff Approval Signature)

EXHIBIT C

SUBDIVISION MAP

SUNSET HILLS, PHASE TWO FINAL PLAT

STATE OF TEXAS §
COUNTY OF HAYS §
KNOW ALL MEN BY THESE PRESENTS:

THAT KB HOME LONE STAR, INC., SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON, BEING A PORTION OF THAT 52.990 ACRE TRACT OF LAND OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT No. 26 AND THE ELISHA PREUITT SURVEY No. 23, ABSTRACT No. 376, HAYS COUNTY, TEXAS, CONVEYED TO KB HOME LONE STAR, INC. BY DEED RECORDED IN DOCUMENT No. 17023403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, DO HEREBY SUBDIVIDE 15.6316 ACRES AS SHOWN HEREON AND DEDICATE TO THE CITY OF KYLE FOR PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SUNSET HILLS, PHASE TWO". THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 26 DAY OF June, 2020.

BY: John Zinsmeyer
JOHN ZINSMEYER, VICE PRESIDENT

KB HOME LONE STAR, INC.
10800 PECAN PARK BLVD STE. 200.
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN ZINSMEYER KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AS VICE PRESIDENT OF KB HOME LONE STAR, INC., AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26 DAY OF JUNE, 2020. A.D.



Tara Barker
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: THE OWNERS OF (THE LAND SHOWN ON THIS PLAT) WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY; I (WE), MY (OUR) SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT I (WE) MAY HAVE AS A RESULT OF THE DEDICATION OF EXACTIONS MADE HEREIN.

OWNER

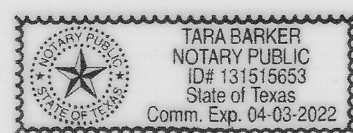
SIGNATURE OF PARTY WITH MORTGAGE OR LIEN INTEREST

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN ZINSMEYER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26 DAY OF JUNE, 2020. A.D.

Tara Barker
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



MY COMMISSION EXPIRES:

I, KENNETH W. MARTIN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48209C0290F, EFFECTIVE DATE SEPTEMBER 2, 2005, HAYS COUNTY, TEXAS AND COMPLY WITH THE HAYS COUNTY SUBDIVISION ORDINANCES.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

WITNESS MY HAND THIS THE 16th DAY OF June, 2020.

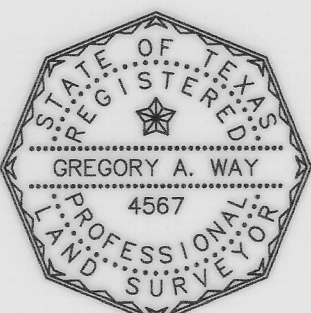
Kenneth W. Martin
KENNETH W. MARTIN
LICENSED PROFESSIONAL ENGINEER NO. 65971
MURFEE ENGINEERING COMPANY
1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746



I GREGORY A. WAY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY, TEXAS, AND COMPLIES WITH ORDINANCE #439 OF THE CITY CODE OF KYLE. THE FIELD NOTES SHOWN HEREON CLOSE MATHEMATICALLY.

WITNESS MY HAND THIS THE 8th DAY OF March, 2018.

Gregory A. Way
GREGORY A. WAY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4567 - STATE OF TEXAS
CAPITAL SURVEYING COMPANY, INC.
1101 CAPITAL OF TEXAS HWY.
AUSTIN, TEXAS 78746



GENERAL NOTES:

- 1) THE BASIS OF BEARING ON THE SURVEY SHOWN HEREON IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.
- 2) PATENT SURVEY LINES SHOWN HEREON ARE APPROXIMATE.
- 3) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF KYLE WASTEWATER SYSTEM AND MONARCH WATER COMPANY WATER SYSTEM.
- 4) WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF KYLE STANDARDS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF KYLE UTILITY DEPARTMENT FOR REVIEW.
- 5) WATER SYSTEMS, INCLUDING METERS, SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE MONARCH UTILITIES DETAILS AND STANDARDS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO MONARCH UTILITIES FOR REVIEW.
- 6) ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO THE CITY OF KYLE STANDARDS.
- 7) DEVELOPMENT OF ANY LOT SHALL CONFORM TO THE CITY OF KYLE SITE DEVELOPMENT ORDINANCE No. 348, AS AMENDED.
- 8) NO BUILDINGS, FENCES, LANDSCAPING, OR OTHER STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF KYLE.
- 9) PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITY. TYPICAL LANDSCAPING MAINTENANCE, CUTTING AND TRIMMINGS, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY OWNERS ASSOCIATIONS.
- 10) BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSET HILLS SUBDIVISION.
- 11) THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH THE APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF KYLE. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION, REPLATTING AND/OR DEDICATION OF EASEMENTS BY SEPARATE INSTRUMENT MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 12) THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
- 13) ANY ELECTRIC UTILITY ACTIVITY INSIDE THIS SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT. ELECTRIC SERVICE TO EACH LOT SHALL BE UNDERGROUND.
- 14) THE SUBDIVISION IS SERVED BY THE FOLLOWING UTILITIES:
WATER MONARCH UTILITIES
WASTEWATER CITY OF KYLE
ELECTRIC PEDERNALES ELECTRIC COMPANY
CABLE/TELEPHONE SPECTRUM
GAS CENTER POINT ENERGY
- 15) PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
- 16) REPAIRS TO SURFACE PAVING DUE TO MAINTENANCE AND/OR REPAIR OF CITY UTILITIES WITHIN MUNICIPAL UTILITY EASEMENTS INTERIOR TO LOTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER(S).
- 17) THIS ENTIRE SUBDIVISION IS LOCATED WITHIN PLUM CREEK WATERSHED.
- 18) SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF THE FOLLOWING STREETS: AUBURN STREET, CERISE WAY, CRIMSON LANE, FUCHSIA STREET AND MAUVE LANE AND THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES. ALL SIDEWALKS WILL BE AT LEAST 4 FEET WIDE.

GENERAL NOTES CONTINUED ON SHEET 3 OF 3

REVIEWED BY:

Leon Barba
LEON BARBA, CITY ENGINEER

7/6/20
DATE

Harper Wilder
HARPER WILDER, DIRECTOR OF PUBLIC WORKS

7-1-20
DATE

PLANNING AND ZONING COMMISSION CERTIFICATION:

STATE OF TEXAS §
COUNTY OF HAYS §

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS THE 12th DAY OF May, 2020.

Chuchie Christie
CITY OF KYLE, TEXAS
PLANNING AND ZONING COMMISSION CHAIR

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF July, 2020, AT 11:15 O'CLOCK A.M., AND DULY RECORDED ON THE 24th DAY OF July, 2020, AT 11:15 O'CLOCK A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT No. 20030712.

Elaine H. Cardenas
ELAINE CARDENAS, COUNTY
CLERK HAYS COUNTY, TEXAS

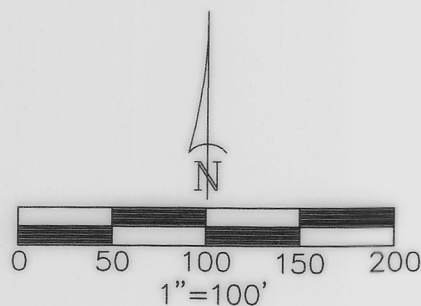


SUNSET HILLS PHASE TWO

CAPITAL SURVEYING COMPANY INCORPORATED			
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4008			FIRM REGISTRATION No. 101267-0
DRAWN BY: WAL	SCALE: 1" = 100'	F.B.	
JOB NO.: 17522.10	DATE: APRIL 24, 2020	SHEET NO.:	
DRAWING NO.: 17522P2	CRD #: 17522	1 OF 3	

SUNSET HILLS, PHASE TWO FINAL PLAT

LOCATION MAP
NOT TO SCALE



LEGEND

- O.P.R.H.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY
- H.C.P.R. HAYS COUNTY PLAT RECORD
- R.O.W. RIGHT OF WAY
- D.E. DRAINAGE EASEMENT
- M.U.E. MUNICIPAL UTILITY EASEMENT
- 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- 1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- 1/2" IRON ROD FOUND WITHOUT CAP

25.98 ACRES
KYLE BUSINESS PARK, LP
VOL. 2835, PG. 819
O.P.R.H.C.

APPROXIMATE LOCATION OF SURVEY LINE
THOMAS & ALLEN SURVEY, ABSTRACT No. 26
ELISHA PRUETT SURVEY, ABSTRACT No. 376

(2.49 ACRES)
GTP TOWERS V, LLC
VOL. 3581, PG. 839
O.P.R.H.C.

BENCHMARKS:
TBM 20 - "X" CUT IN CENTER OF CULVERT
ELEV. = 704.46' F.B. 1805/52

TBM 23 - COTTON GIN SPINDLE IN 10" ELM, TAG #4529.
ELEV. = 716.55'

TBM 24 - COTTON GIN SPINDLE IN 19" LIVE OAK, TAG #4699.
ELEV. = 746.07'

AMBERWOOD
PHASE 3
VOL. 11, PG. 147-149
H.C.P.R.

APPROXIMATE LOCATION OF SURVEY LINE
AMBERWOOD LOOP

AMBERWOOD
PHASE 1
VOL. 10, PG. 352
H.C.P.R.

FUCHSIA STREET (50' R.O.W.)

SUNSET HILLS
PHASE ONE
Doc. No. 18014382
O.P.R.H.C.

CERISE WAY (50' R.O.W.)

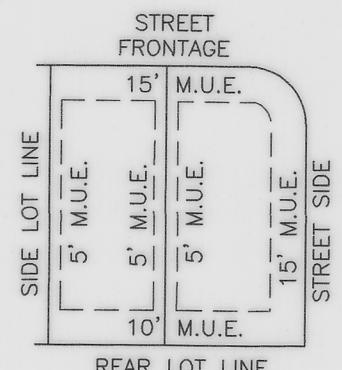
GUADALUPE AND
BELEN VILLEGAS
VOL. 3159, PG. 463
O.P.R.H.C.

CITY OF KYLE
VOL. 3344, PG. 684
O.P.R.H.C.

SUNSET HILLS
PHASE ONE
Doc. No. 18014382
O.P.R.H.C.

MAUVE LANE (50' R.O.W.)

SUNSET HILLS
PHASE TWO



REAR LOT LINE
MUNICIPAL UTILITY EASEMENT
TYPICAL
SEE GENERAL NOTE 19
ON SHEET 3 OF 3

MUNICIPAL UTILITY EASEMENT NOTE:
15' TYPICAL ALONG ALL STREET RIGHT-OF-WAYS
10' TYPICAL ALONG REAR LOT LINES
5' TYPICAL ALONG EACH SIDE LOT LINES

CSCI

CAPITAL
SURVEYING
COMPANY
INCORPORATED

925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006			FIRM REGISTRATION No. 101267-0	
DRAWN BY:	WAL	SCALE:	1" = 100'	F.B.
JOB NO.:	17522.10	DATE:	APRIL 24, 2020	SHEET NO.:
DRAWING NO.:	17522P2	ORD #:	17522	2 OF 3

SUNSET HILLS, PHASE TWO – FINAL PLAT

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	4°58'41"	325.00'	28.24'	28.23'	N65°34'40"W
C2	90°00'00"	25.00'	39.27'	35.36'	N23°04'00"W
C3	90°00'00"	25.00'	39.27'	35.36'	S66°56'00"W
C4	7°21'10"	275.00'	35.29'	35.27'	N18°15'25"E
C5	90°00'00"	25.00'	39.27'	35.36'	N30°25'10"W
C6	90°00'00"	25.00'	39.27'	35.36'	S59°34'50"W
C7	7°21'10"	325.00'	41.71'	41.68'	S18°15'25"W
C8	90°00'00"	25.00'	39.27'	35.36'	S66°56'00"W
C9	90°00'00"	25.00'	39.27'	35.36'	S23°04'00"E
C10	51°19'04"	25.00'	22.39'	21.65'	S83°22'03"W
C11	195°32'33"	55.00'	187.71'	108.99'	N24°31'12"W
C12	92°54'24"	25.00'	40.54'	36.24'	S24°31'12"E
C13	2°46'41"	625.00'	30.30'	30.30'	S23°19'20"W
C14	2°46'41"	575.00'	27.88'	27.88'	S23°19'20"W
C15	3°49'30"	275.00'	18.36'	18.36'	S20°01'15"W
C16	3°49'30"	325.00'	21.70'	21.69'	S20°01'15"W
C17	51°19'04"	25.00'	22.39'	21.65'	N47°35'32"E
C18	3°49'30"	275.00'	18.36'	18.36'	N20°01'15"E
C19	3°49'30"	325.00'	21.70'	21.69'	N20°01'15"E
C20	2°46'41"	625.00'	30.30'	30.30'	N23°19'20"E
C21	2°46'41"	575.00'	27.88'	27.88'	N23°19'20"E
C22	51°19'04"	25.00'	22.39'	21.65'	N03°43'32"W
C23	3°04'50"	575.00'	30.92'	30.91'	N76°57'35"W
C24	3°02'30"	625.00'	33.18'	33.18'	N76°58'45"W
C25	82°36'30"	25.00'	36.04'	33.00'	S63°14'15"W
C26	185°14'38"	55.00'	177.82'	109.88'	N63°14'15"E
C27	51°19'04"	25.00'	22.39'	21.65'	S49°47'58"E
C28	3°02'30"	575.00'	30.53'	30.52'	S76°58'45"E
C29	3°04'50"	625.00'	33.60'	33.60'	S76°57'35"E
C30	2°25'08"	55.00'	2.32'	2.32'	N58°55'05"E
C31	58°16'23"	55.00'	55.94'	53.56'	N89°15'51"E
C32	36°29'06"	55.00'	35.02'	34.43'	S43°21'25"E
C33	36°29'07"	55.00'	35.02'	34.43'	S06°52'18"E
C34	57°41'30"	55.00'	55.38'	53.07'	S40°13'00"W
C35	4°11'18"	55.00'	4.02'	4.02'	S71°09'25"W
C36	0°21'52"	325.00'	2.07'	2.07'	S18°17'26"W
C37	3°27'38"	325.00'	19.63'	19.63'	S20°12'11"W
C38	2°05'19"	625.00'	22.78'	22.78'	S22°58'39"W
C39	0°41'22"	625.00'	7.52'	7.52'	S24°22'00"W
C40	2°20'38"	575.00'	23.52'	23.52'	S23°32'22"W
C41	19°12'45"	25.00'	8.38'	8.34'	S12°19'37"W
C42	0°26'04"	575.00'	4.36'	4.36'	S22°09'02"W
C43	46°54'51"	55.00'	45.03'	43.79'	S05°55'39"E
C44	32°06'19"	25.00'	14.01'	13.83'	S13°19'55"E
C45	41°44'35"	55.00'	40.07'	39.19'	S38°24'04"W
C46	40°38'38"	55.00'	39.02'	38.20'	S79°35'41"W
C47	16°43'20"	25.00'	7.30'	7.27'	N32°30'06"W
C48	55°56'34"	55.00'	53.70'	51.59'	N52°06'43"W
C49	2°30'01"	575.00'	25.09'	25.09'	N76°42'30"W
C50	34°35'44"	25.00'	15.10'	14.87'	N58°09'38"W
C51	0°32'29"	575.00'	5.43'	5.43'	N78°13'45"W
C52	2°15'20"	275.00'	10.83'	10.83'	N19°14'10"E
C53	1°34'10"	275.00'	7.53'	7.53'	N21°08'55"E
C54	7°00'26"	275.00'	33.63'	33.61'	S18°05'03"W
C55	0°20'44"	275.00'	1.66'	1.66'	S21°45'38"W
C56	3°05'03"	325.00'	17.49'	17.49'	N20°23'29"E
C57	4°16'07"	325.00'	24.21'	24.21'	N16°42'54"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N75°25'10"W	8.87'
L2	S14°34'50"W	70.00'
L3	N63°05'19"W	59.43'
L4	N68°04'00"W	25.09'
L5	N68°04'00"W	50.00'
L6	S70°58'25"E	55.44'
L7	N14°34'50"E	75.80'
L8	S14°34'50"W	75.80'
L9	N68°04'00"W	100.00'
L10	S68°04'00"E	100.00'
L11	N70°58'25"W	139.44'
L12	S77°18'57"E	60.16'
L13	S70°58'25"E	149.29'
L14	S21°56'00"W	60.93'
L15	S24°42'41"W	74.06'
L16	S18°06'30"W	54.92'
L17	S21°56'00"W	17.50'
L18	N21°56'00"E	7.66'
L19	N18°06'30"E	54.92'
L20	N24°42'41"E	74.06'
L21	N21°56'00"E	42.41'
L22	S67°06'13"E	59.38'
L23	N78°30'00"W	65.43'
L24	N75°27'30"W	29.24'
L25	S75°27'30"E	10.72'
L26	S78°30'00"E	65.43'
L27	S70°58'25"E	55.22'
L28	S70°58'25"E	50.20'
L29	S70°58'25"E	34.00'
L30	S18°06'30"W	1.86'
L31	S18°06'30"W	53.06'
L32	S21°56'00"W	30.38'
L33	S24°42'41"W	47.54'
L34	S24°42'41"W	26.52'
L35	N78°30'00"W	49.64'
L36	N75°25'10"W	0.65'
L37	N78°30'00"W	15.79'
L38	N70°58'25"W	93.85'
L39	N18°06'30"E	10.63'
L40	N18°06'30"E	44.29'
L41	N24°42'41"E	17.17'
L42	N24°42'41"E	50.06'
L43	N24°42'41"E	6.83'
L44	N21°56'00"E	17.88'
L45	N21°56'00"E	43.05'
L46	S78°30'00"E	28.72'
L47	S14°34'50"W	64.09'
L48	S21°56'00"W	18.38'
L49	S78°30'00"E	36.71'
L50	S14°34'50"W	41.90'
L51	S14°34'50"W	33.91'
L52	N14°34'50"E	30.80'
L53	N14°34'50"E	45.00'

Block A – 38 Lots	
Lot	Acres
29	0.1708
30	0.1644
31	0.1796
32	0.1511
33	0.2054
34	0.2335
35	0.1501
36	0.1526
37	0.1668
38	0.1490
39	0.1638
40	0.1489
41	0.1638
42	0.1489
43	0.1638
44	0.1489
45	0.1638
46	0.1935
47	0.1638
48	0.1489
49	0.1638
50	0.1489
51	0.1638
52	0.1489
53	0.1659
54	0.1537
55	0.1700
56	0.1329
57	0.2108
58	0.2459
59	0.1474
60	0.1551
61	0.1687
62	0.1504
63	0.1646
64	0.1497
65	0.1646
66	0.1945
TOTAL	6.3310

Block D – 9 Lots	
Lot	Acres
1	0.1982
2	0.1556
3	0.1435
4	0.1578
5	0.1435
6	0.1578
7	0.1435
8	0.1578
9	0.1839
TOTAL	1.4416

Block G – 20 Lots	
Lot	Acres
1	0.1834
2	0.1435
3	0.1578
4	0.1435
5	0.1578
6	0.1435
7	0.1573
8	0.1404
9	0.1518
10	0.1940
11	0.1708
12	0.1620
13	0.1515
14	0.1377
15	0.1515
16	0.1515
17	0.1377
18	0.1515
19	0.1515
20	0.2059
TOTAL	3.1446

Block H – 10 Lots	
Lot	Acres
1	0.2486
2	0.1548
3	0.1515
4	0.1515
5	0.1515
6	0.1515
7	0.1515
8	0.1601
9	0.1633
10	0.1898
TOTAL	1.6741

Street Name		Linear Ft.	Acres
AUBURN STREET	(50' R.O.W.)	575	0.6530 Ac.
CERISE WAY	(50' R.O.W.)	140	0.1496 Ac.
CRIMSON LANE	(50' R.O.W.)	1070	1.2280 Ac.
FUSCHIA STREET	(50' R.O.W.)	500	0.6294 Ac.
MAUVE LANE	(50' R.O.W.)	275	0.3803 Ac.
Right of Way		2,560	3.0403 Ac.

TOTAL RIGHT-OF-WAY	3.0403 Ac.
BLOCK "A" 38 Single Family Lots	6.3310 Ac.
BLOCK "D" 9 Single Family Lots	1.4416 Ac.
BLOCK "G" 20 Single Family Lots	3.1446 Ac.
BLOCK "H" 10 Single Family Lots	1.6741 Ac.
Total Lots 77	12.5913 Ac.
Total Acreage of Subdivision	15.6316 Ac.

GENERAL NOTES CONTINUED:

- 19) A FIFTEEN (15') FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY, A FIVE (5') MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10') FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.
- 20) ALL SIDEWALKS WILL COMPLY WITH THE 2010 A.D.A. OR THE MOST UPDATE A.D.A. REQUIREMENTS.
- 21) POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON THE SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.

SUNSET HILLS
PHASE TWO

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006		FIRM REGISTRATION No. 101267-Q	
DRAWN BY:	WAL	SCALE:	1" = 100
JOB NO.:	17522.10	DATE:	APRIL 24, 2020
DRAWING NO.:	17522P2	CRD #:	17522
			SHEET NO.: 3 OF 3



CITY OF KYLE, TEXAS

Santex Truck Centers - Public Works

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to SANTEX TRUCK CENTERS, LTD., in an amount not to exceed \$221,190.00 for the purchase of two (2) International 15 Cubic Yard Tandem Axle Dump Trucks through the HGAC Purchasing Cooperative for street construction in Public Works Department. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information: Funding is provided for this Purchase Order in the FY 2020-2021 approved budget of the Street Construction Division of the Public Works Department.

Budget Line Item: 1100-16150-571240

ATTACHMENTS:

Description

□ HGAC_quote_Tandem_Dump



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-20

Date
Prepared:

11/13/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF KYLE	Contractor:	SANTEX TRUCK CENTERS, LTD
Contact Person:	SCOTT EGBERT	Prepared By:	CARLOS WEEBER
Phone:		Phone:	713-674-3444
Fax:		Fax:	
Email:	segbert@cityofkyle.com	Email:	cweeber@kyrishtrucks.com

Product Code:	20F6	Description:	HV507 6x4 INTERNATIONAL SFFA, DUMP TRUCK
---------------	------	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 70506

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
01GBP FRAME REINF OUTER C CHANNEL	1700	OX BODIES 15YD DUMP, QUOTE FA01042751	21452
04EBD AIR DRYER WABCO	497		
07BLW EXH SYST UNDER CAB WITH VERTICAL PIPE	2128		
08WTK STARTER MOTOR DELCO REMY	193		
12ESN CUMMINS L9 DIESEL 350HP 1,100 FT LBS TORQ	9757		
12VHR FEDERAL EMISSIONS CALENDAR 2021	350		
14UHC SUSPENSION REAR HENDRICKSON 40K	3360		
16JNT SEAT DRIVER NATIONAL AIR RIDE	113		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	39550

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UNPUBLISHED OPTIONS FOR DUMP	39		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	39

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	110095	=	Subtotal D:	220190
-------------------	---	--------------------------	--------	---	-------------	--------

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F):

221190



CITY OF KYLE, TEXAS

Santex Truck Centers - Public Works

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to SANTEX TRUCK CENTERS, LTD., in an amount not to exceed \$162,958.00 for the purchase of two (2) International 8 Cubic Yard Single Axle Dump Trucks through the HGAC Purchasing Cooperative for street construction in Public Works Department. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information: Funding is provided for this Purchase Order in the FY 2020-2021 approved budget of the Street Construction Division of the Public Works Department.

Budget Line Item: 1100-16150-571240

ATTACHMENTS:

Description

□ HGAC_Quote_Single_Axle_Dump

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-20

Date
Prepared:

11/20/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF KYLE	Contractor:	SANTEX TRUCK CENTERS, LTD
Contact Person:	SCOTT EGBERT	Prepared By:	CARLOS WEEBER
Phone:		Phone:	713-674-3444
Fax:		Fax:	
Email:	segbert@cityofkyle.com	Email:	cweeber@kyrishtrucks.com

Product Code:	F2	Description:	2022 MV607 4x2 INTERNATIONAL WITH OX DUMP BODY
---------------	----	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 54605

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
01CAD HEAT TREATED FRAME RAILS 120psi	397	13WVV NEUTRAL AT STOP	525
02AVK HENDRICKSON FRT AXLE 10K	288	14AKC DANA REAR 21K AXLE	217
04AZA AIR BRAKE BENDIX ABS 4 CHANNEL	1357	15LMS FUEL WATER SEPARATOR CUMMINS SUPPL	221
04EBS AIR DRYER BENDIX AD9 WITH HEATER	450	16JNT SINGLE AIR DRIVER SEAT	116
05710 TILT TELESCOPE STRG	463	16SMN SEAT PASSENGER FIXED HIGH BACK	368
08WGR SOLENOID AIR SWITCHES	363	16VLK CAB REAR AIR SUSPENSION	572
08WTK DELCO REMY STARTER MOTOR	193	16DJU POWER WINDOWS, POWER DOOR LOCK	367
08RPS PANASONIC RADIO AM/FM/BLTOOTH	483	16XWD SUNSHAD EXTERIOR PAINTED	253
10AAY OVER THE AIR PROGRAMMING	250	7372135810 HANKOOK LOAD RANGE G TIRES	464
12ERH CUMMINS B.67 250 HP ENGINE	2693	TBEI OX 8 YARD DUMP QUOTE: FA01042766	13026
12VHP FED EMISSIONS 2021 CALENDAR YEAR	350	Subtotal From Additional Sheet(s):	
13ATH ALLISON AUTO TRANSMISSION 2500	1052	Subtotal B:	24468

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Unpublished options for dump application	1906		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	1906

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	2%
--	---	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	80979	=	Subtotal D:	161958
-------------------	---	--------------------------	-------	---	-------------	--------

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1000
--	-------------	------

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:		G. Total Purchase Price (D+E+F):	162958
----------------	--	----------------------------------	--------



CITY OF KYLE, TEXAS

STEP grant from TXDOT

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize the City Manager to apply for a STEP CMV grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2021 and ending September 30, 2022. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Request Council to Authorize TXDOT STEP CMV Grant FY21-22
- ☐ Salaries and Fringe Benefits - 100 & 200 STEP CMV 2022-KylePD Attachment
- ☐ Budget Summary STEP CMV 2022-KylePD Attachment
- ☐ KYLE PD STEP ZONE 2 CMV
- ☐ KYLE PD STEP ZONE 1 CMV



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: December 22, 2020

To: Jeff Barnett, Chief of Police

CC: Pedro Hernandez, Captain; Tim Griffith, Lieutenant

From: Tracy Vrana, Traffic Enforcement Division

Re: **Request to Authorize TXDOT STEP CMV Grant FY2021-2022**

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by the Traffic Safety Division at the Texas Department of Transportation (TXDOT). STEP enforcement is focused on reducing crashes and crash-related injuries and deaths in and across Texas. Per TXDOT and through crash data analysis, certain areas of the City of Kyle require focused CMV (Commercial Motor Vehicle) traffic enforcement to reduce the number of CMV related crashes. TXDOT has determined that the Kyle Police Department is eligible to apply for a STEP CMV grant for FY21-22 to support this effort.

After careful review of this grant, the Kyle Police Traffic Enforcement Division is seeking approval to utilize federal funds to increase traffic enforcement for an ultimate goal of reducing automobile crashes with an emphasis on those resulting in serious injuries and deaths. This is a STEP CMV grant to fund traffic enforcement for designated zones which are, per TXDOT's KA data, determined to be hotspots for CMV related serious crashes. Our hope is that we can bring the number of those motorists killed on our roadways to zero.

Subject/Recommendation:

Authorize the City Manager to accept a STEP CMV grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2021 and ending September 30, 2022.

Other Information:

This grant is funded at an estimated 80% from TXDOT with a required estimated 20% City match. The total of \$14,996.17 will be used to fund an estimated 224 hours of traffic enforcement at an average overtime rate of \$59.33 per hour based on individual officer salaries. The Kyle Police Department will fund an estimated 20.26% match using fringe benefits for a total of \$3,038.17 though with a maximum request amount of \$3,500 to cover unforeseen deviations in percentages. A total benefit funding from TXDOT of 79.74% for the total in the amount of \$11,958.00 is calculated. Reimbursement of funds from TXDOT and data reporting will be conducted on a monthly basis. Funding for the fringe match will be pulled from the police department operating budget.

Sgt. T. Vrana



512-268-3232



512-268-2330

111 North Front Street, Kyle, TX 78640





TEXAS DEPARTMENT OF TRANSPORTATION

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ADD NOTE

CHECK GLOBAL ERRORS

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SPELL CHECK

Document Information: [2022-KylePD-S-CMV-00020](#) [Details](#)**You are here:** > [STEP CMV 2022 Menu](#) > [Forms Menu](#) > Budget**SALARIES AND FRINGE BENEFITS - 100 & 200****Instructions:**

- If you do not have costs in this category, skip the page
- Please complete this page, then click the **Save** button.
- Clicking the **Save** button will calculate percentages and totals.
- Required fields are marked with an *.
- Salary rates are estimated for budget purposes only.
Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.

Law Enforcement Hours:224								
<input checked="" type="checkbox"/> Overtime <input checked="" type="checkbox"/> Regular Time								
	<u>TxDOT Hours</u>	<u>Match Hours</u>	<u>Wage Rate</u>	<u>TxDOT Salaries</u>	<u>Match Salaries</u>	Total Salaries	<u>Fringe %</u>	Total Fringe
A. Enforcement								
Officers/Deputies:	<input type="text" value="157"/>	<input type="text" value="0"/>	<input type="text" value="\$50.000"/>	\$7,850.00	\$0	\$7,850.00	<input type="text" value="20.29"/> %	\$1,592.77
Sergeants:	<input type="text" value="56"/>	<input type="text" value="0"/>	<input type="text" value="\$60.000"/>	\$3,360.00	\$0	\$3,360.00	<input type="text" value="20.29"/> %	\$681.74

Item # 12

Lieutenants/Other:	11	0	\$68.000	\$748.00	\$0	\$748.00	20.29 %	\$151.77
B. PI&E Activities								
PI&E Activities:			\$0	\$0	\$0	\$0	%	\$0
C. Administrative Duties								
Sergeant conducting administrative duties for grant.	0	10	\$44.340	\$0	\$443.40	\$443.40	38 %	\$168.49
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
Total:				\$11,958.00	\$443.40	\$12,401.40		\$2,594.77
Category		TxDOT	%		Match	%	Total	
Salaries:		\$11,958.00	96.42%		\$443.40	3.58%	\$12,401.40	
Fringe Benefits:		\$0	0.00%		\$2,594.77	100.00%	\$2,594.77	

Item # 12










Breakdown of Fringe Percentage:

0 of 500

Details of regular time, if included in any of the above hours:

0 of 500

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Salaries and Fringe Benefits - 100 & 200		VRANA, TRACY 12/16/2020 2:07:27 PM	VRANA, TRACY 12/17/2020 5:02:49 PM
	Travel and Per Diem: STEP Enforcement Mileage - 300			
	Travel and Per Diem: Non-Enforcement Travel - 300			
	Equipment - 400			
	Supplies - 500			
	Contractual Services - 600			
	Other Miscellaneous - 700			
	Indirect Cost - 800			
	Budget Summary		VRANA, TRACY 12/16/2020 2:07:44 PM	VRANA, TRACY 12/28/2020 12:26:04 PM

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Texas Traffic Safety eGrants

Fiscal Year 2022

Organization Name: City of Kyle Police Department

Legal Name: City of Kyle

Payee Identification Number: 17414723241003

Project Title: STEP CMV

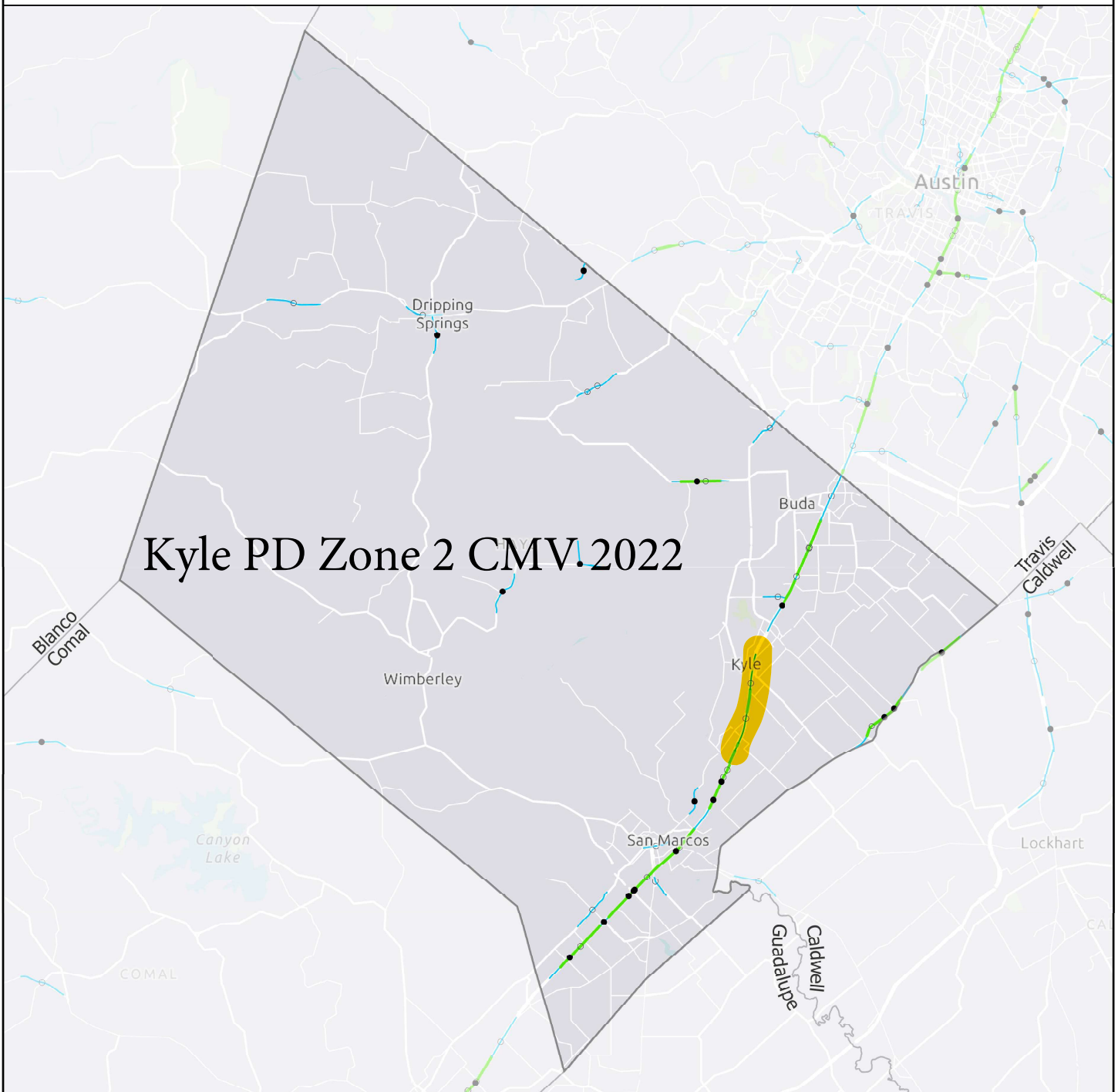
ID: 2022-KylePD-S-CMV-00020

Period: 10/01/2021 to 09/30/2022

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$11,958.00	\$443.40	\$12,401.40
(200)	Fringe Benefits:	\$0	\$2,594.77	\$2,594.77
	Sub-Total:	\$11,958.00	\$3,038.17	\$14,996.17
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$11,958.00	\$3,038.17	\$14,996.17
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$11,958.00	\$3,038.17	\$14,996.17
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$11,958.00	\$3,038.17	\$14,996.17
	Fund Sources (Percent Share):	79.74%	20.26%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

Hays County - FY2022 STEP CMV



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred between August 2017 and July 2020 and had valid coordinates; Data current as of 9/4/2020.

Zones are color-coded based on the number of Fatal and SSI crashes occurring within a one minute drive time.

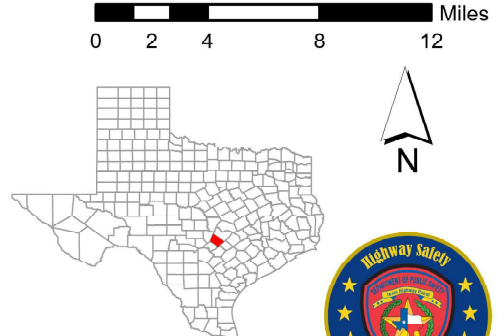
Fatal and SSI Crash Locations:

- August 2017 - July 2019
- August 2019 - July 2020

3YR Fatal and SSI Crash Risk

1	Blue
2 - 5	Green
6 - 10	Yellow
11 - 20	Orange
21 - 30	Red
31 - 61	Purple

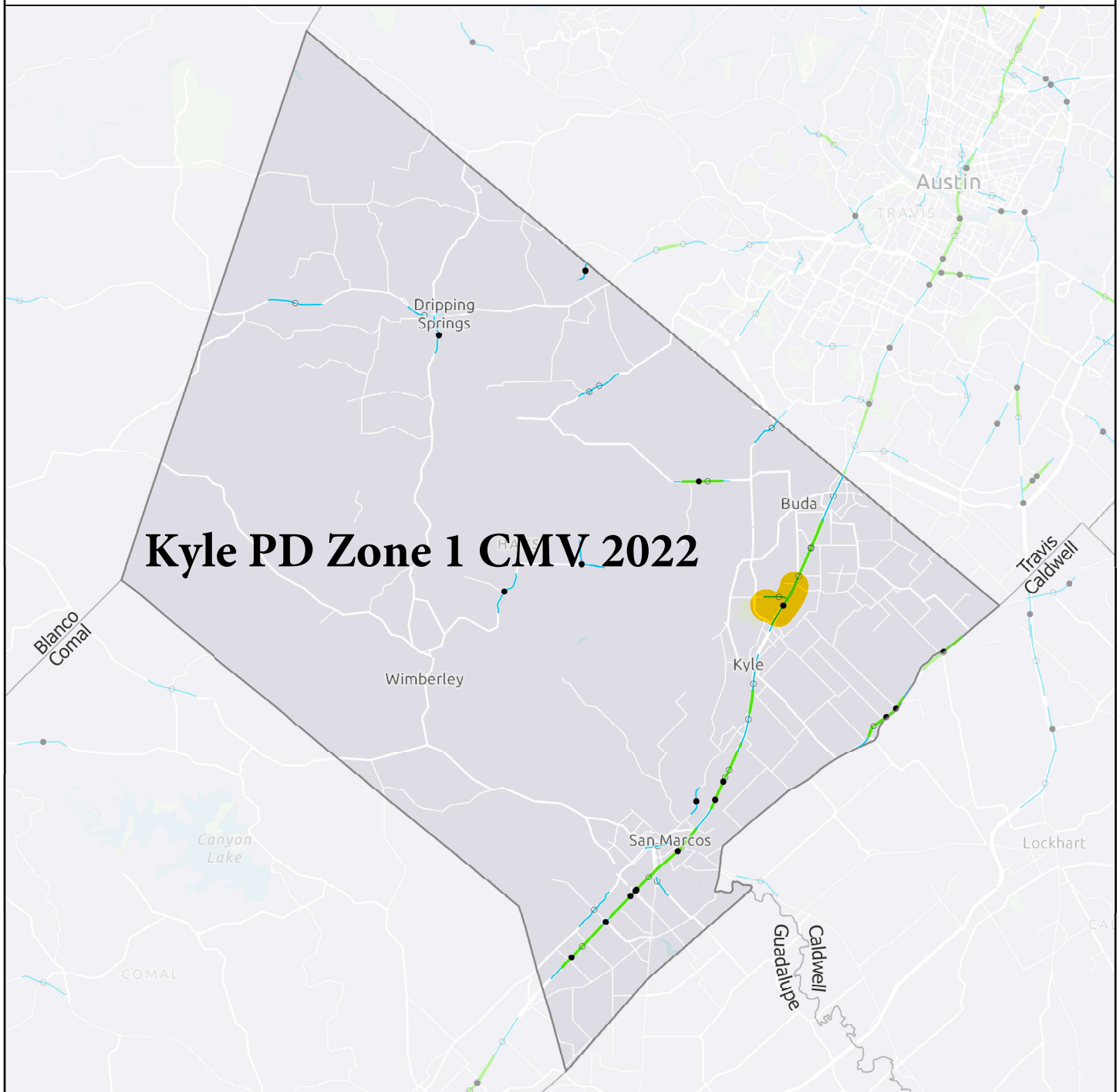
Sources: TxDOT CRIS; TxDOT Roadway Inventory



For information about this product or to request additional products for your area, please contact DPS at: TXHSOC.Requests@dps.texas.gov



Hays County - FY2022 STEP CMV



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred between August 2017 and July 2020 and had valid coordinates; Data current as of 9/4/2020.

Zones are color-coded based on the number of Fatal and SSI crashes occurring within a one minute drive time.

Fatal and SSI Crash Locations:

- August 2017 - July 2019
- August 2019 - July 2020

3YR Fatal and SSI Crash Risk

1	Blue
2 - 5	Green
6 - 10	Yellow
11 - 20	Orange
21 - 30	Red
31 - 61	Purple

0 2 4 8 12 Miles



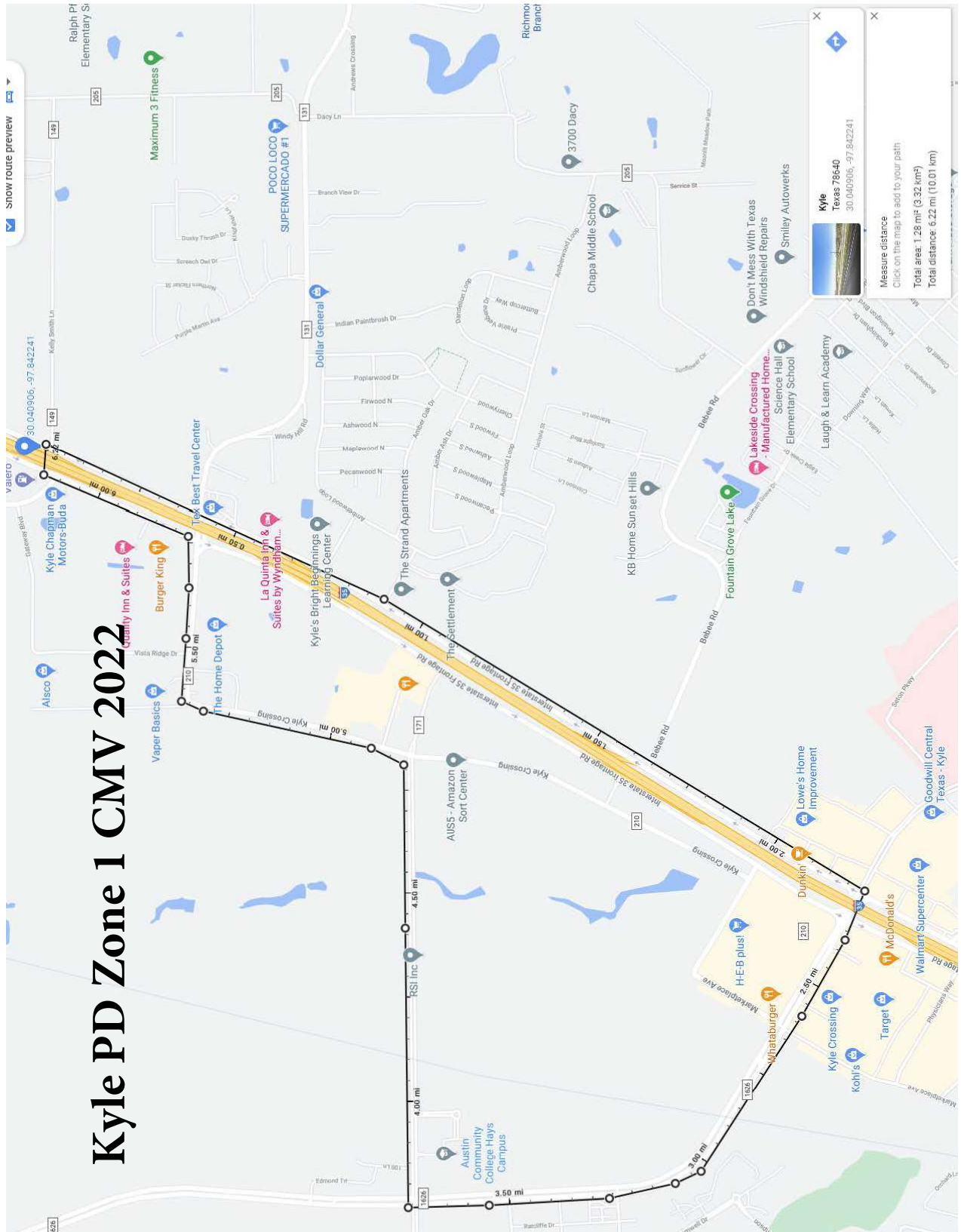
Sources: TxDOT CRIS; TxDOT Roadway Inventory



For information about this product or to request additional products for your area, please contact DPS at: TXHSOC.Requests@dps.texas.gov

Published: 11/3/2020
Item # 12

Kyle PD Zone 1 CMV 2022





CITY OF KYLE, TEXAS

STEP grant from TXDOT

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize the City Manager to apply for a STEP Comprehensive grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2021 and ending September 30, 2022. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Request Council to Authorize TXDOT STEP Comprehensive Grant FY21-22
- ☐ Salaries and Fringe Benefits - 100 & 200 STEP COMP 2022-KylePD Attachment
- ☐ Budget Summary STEP COMP 2022-KylePD Attachment 01042021
- ☐ KYLE PD STEP ZONE 2
- ☐ Kyle PD Zone 1



Date: December 22, 2020

To: Jeff Barnett, Chief of Police

CC: Pedro Hernandez, Captain; Tim Griffith, Lieutenant

From: Tracy Vrana, Traffic Enforcement Division

Re: **Request to Authorize TXDOT STEP Comprehensive Grant FY2021-2022**

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by the Traffic Safety Division at the Texas Department of Transportation (TXDOT). STEP enforcement is focused on reducing crashes and crash-related injuries and deaths in and across Texas. Per TXDOT and through (KA) crash data analysis, certain areas of the City of Kyle require focused traffic enforcement to reduce the number of these crashes. TXDOT has determined that the Kyle Police Department is eligible to apply for a STEP-Comprehensive grant for FY21-22 to support this effort.

After careful review of this grant, the Kyle Police Traffic Enforcement Division is seeking approval to utilize federal funds to increase traffic enforcement for an ultimate goal of reducing automobile crashes with an emphasis on those resulting in serious injuries and deaths. This is a STEP Comprehensive grant to fund traffic enforcement for designated zones which are, per TXDOT's KA data, determined to be hotspots for serious crashes. Our hope is that we can bring the number of those motorists killed on our roadways to zero.

Subject/Recommendation:

Authorize the City Manager to accept a STEP Comprehensive grant in an amount no greater than \$12,000.00 from TXDOT and authorize matching funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$3,500 to fund a STEP Grant Program for one year beginning October 1, 2021 and ending September 30, 2022.

Other Information:

This grant is funded at an estimated 80% from TXDOT with a required estimated 20% City match. The total amount of \$14,996.17 will be used to fund an estimated 224 hours of traffic enforcement at an average overtime rate of \$59.33 per hour based on individual officer salaries. The Kyle Police Department will fund an estimated 20.26% match using fringe benefits for a total amount of \$3,038.17 though with a maximum request amount of \$3,500 to cover unforeseen deviations in percentages. A total benefit funding from TXDOT of 79.74% for the total in the amount of \$11,958.00 is calculated. Reimbursement of funds from TXDOT and data reporting will be conducted on a monthly basis. Funding for the fringe match will be pulled from the police department operating budget.

Sgt. T. Vrana



512-268-3232



512-268-2330

111 North Front Street, Kyle, TX 78640





TEXAS DEPARTMENT OF TRANSPORTATION

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SALARIES AND FRINGE BENEFITS - 100 & 200**Instructions:**

- If you do not have costs in this category, skip the page
- Please complete this page, then click the **Save** button.
- Clicking the **Save** button will calculate percentages and totals.
- Required fields are marked with an *.
- Salary rates are estimated for budget purposes only.
Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate.

Law Enforcement Hours:224								
<input checked="" type="checkbox"/> Overtime <input checked="" type="checkbox"/> Regular Time								
	<u>TxDOT Hours</u>	<u>Match Hours</u>	<u>Wage Rate</u>	<u>TxDOT Salaries</u>	<u>Match Salaries</u>	<u>Total Salaries</u>	<u>Fringe %</u>	<u>Total Fringe</u>
A. Enforcement								
Officers/Deputies:	157	0	\$50.000	\$7,850.00	\$0	\$7,850.00	20.29 %	\$1,592.77
Sergeants:	56	0	\$60.000	\$3,360.00	\$0	\$3,360.00	20.29 %	\$681.74

Item # 13

Lieutenants/Other:	11	0	\$68.000	\$748.00	\$0	\$748.00	20.29 %	\$151.77
B. PI&E Activities								
PI&E Activities:			\$0	\$0	\$0	\$0	%	\$0
C. Administrative Duties (Please enter Position Title and Position Description)								
Traffic Sergeant / STEP Project Director: i. Organization and maintenance of the TXDOT Traffic STEP Grant	0	10	\$44.340	\$0	\$443.40	\$443.40	38 %	\$168.49
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
			\$0	\$0	\$0	\$0	%	\$0
Total:				\$11,958.00	\$443.40	\$12,401.40		\$2,594.77
Category		<u>TxDOT</u>	<u>%</u>		<u>Match</u>	<u>%</u>	<u>Total</u>	
Salaries:		\$11,958.00	96.42%		\$443.40	3.58%	\$12,401.40	
Fringe Benefits:		\$0	0.00%		\$2,594.77	100.00%	\$2,594.77	

Item # 13

Breakdown of Fringe Percentage:










FICA, RETIREMENT, ETC = 20.29%
NO MEDICAL INCL

47 of 500

Details of regular time, if included in any of the above hours:

0 of 500

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Salaries and Fringe Benefits - 100 & 200		VRANA, TRACY 11/24/2020 10:38:05 AM	VRANA, TRACY 12/28/2020 12:27:58 PM
	Travel and Per Diem: STEP Enforcement Mileage - 300			
	Travel and Per Diem: Non-Enforcement Travel - 300			
	Equipment - 400			
	Supplies - 500			
	Contractual Services - 600			
	Other Miscellaneous - 700			
	Indirect Cost - 800			
	Budget Summary		VRANA, TRACY 11/24/2020 10:40:45 AM	VRANA, TRACY 12/28/2020 12:29:17 PM

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Texas Traffic Safety eGrants

Fiscal Year 2022

Organization Name: City of Kyle Police Department

Legal Name: City of Kyle

Payee Identification Number: 17414723241003

Project Title: STEP Comprehensive

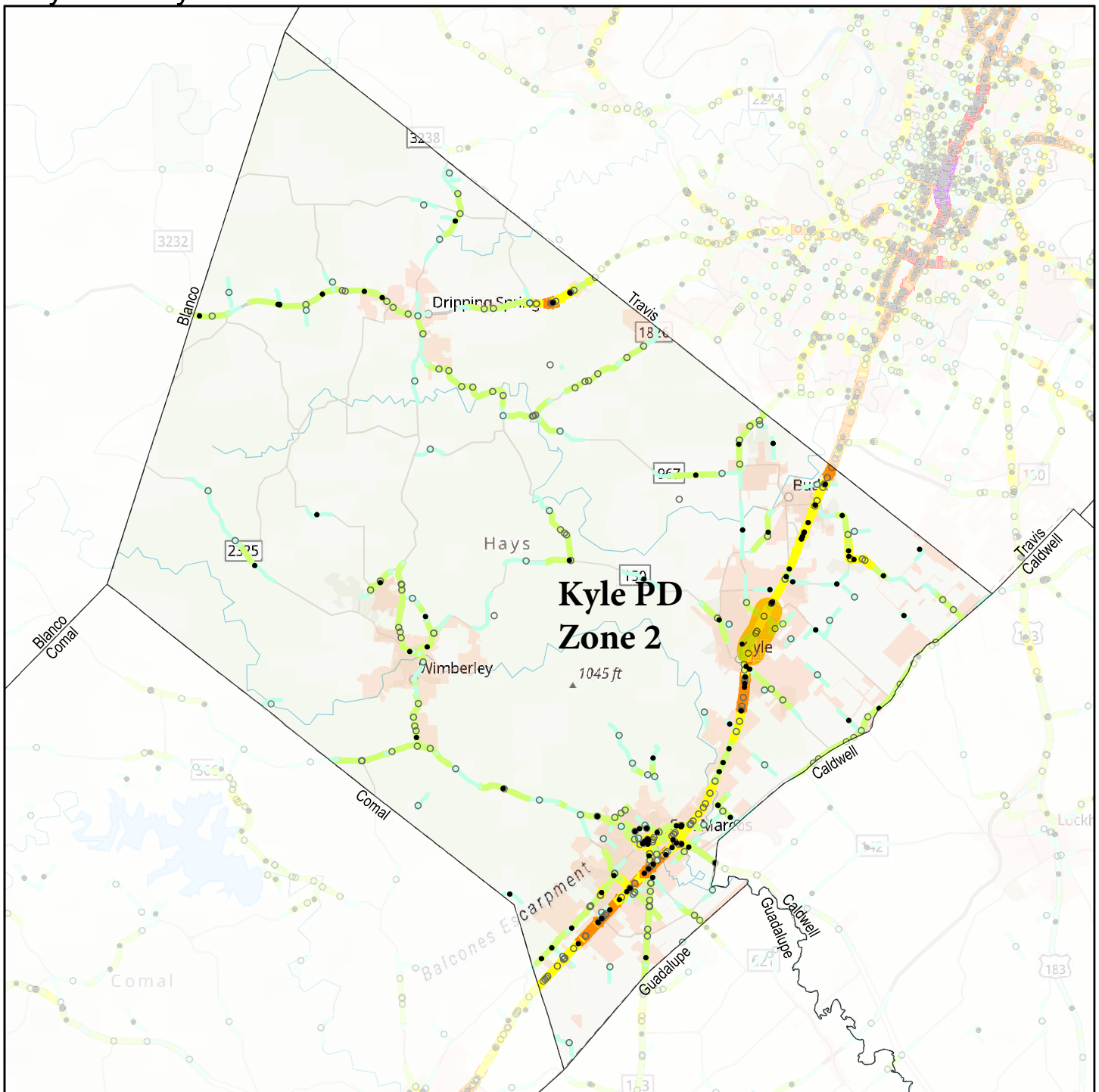
ID: 2022-KylePD-S-1YG-00023

Period: 10/01/2021 to 09/30/2022

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$11,958.00	\$443.40	\$12,401.40
(200)	Fringe Benefits:	\$0	\$2,594.77	\$2,594.77
	Sub-Total:	\$11,958.00	\$3,038.17	\$14,996.17
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$11,958.00	\$3,038.17	\$14,996.17
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$11,958.00	\$3,038.17	\$14,996.17
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$11,958.00	\$3,038.17	\$14,996.17
	Fund Sources (Percent Share):	79.74%	20.26%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

Hays County FY2021 STEP-COMP



0 5 10 Miles



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred from 8/1/2016 through 7/31/2019 and had valid coordinates; Data current as of 9/25/2019.

Zones are color-coded based on the number of Fatal/SSI crashes occurring within a one minute drive time.

Sources: TXDOT CRIS; TXDOT Roadway Inventory

For information about this product or to request additional products for your area, please contact DPS at: TXHSOC.Requests@dps.texas.gov

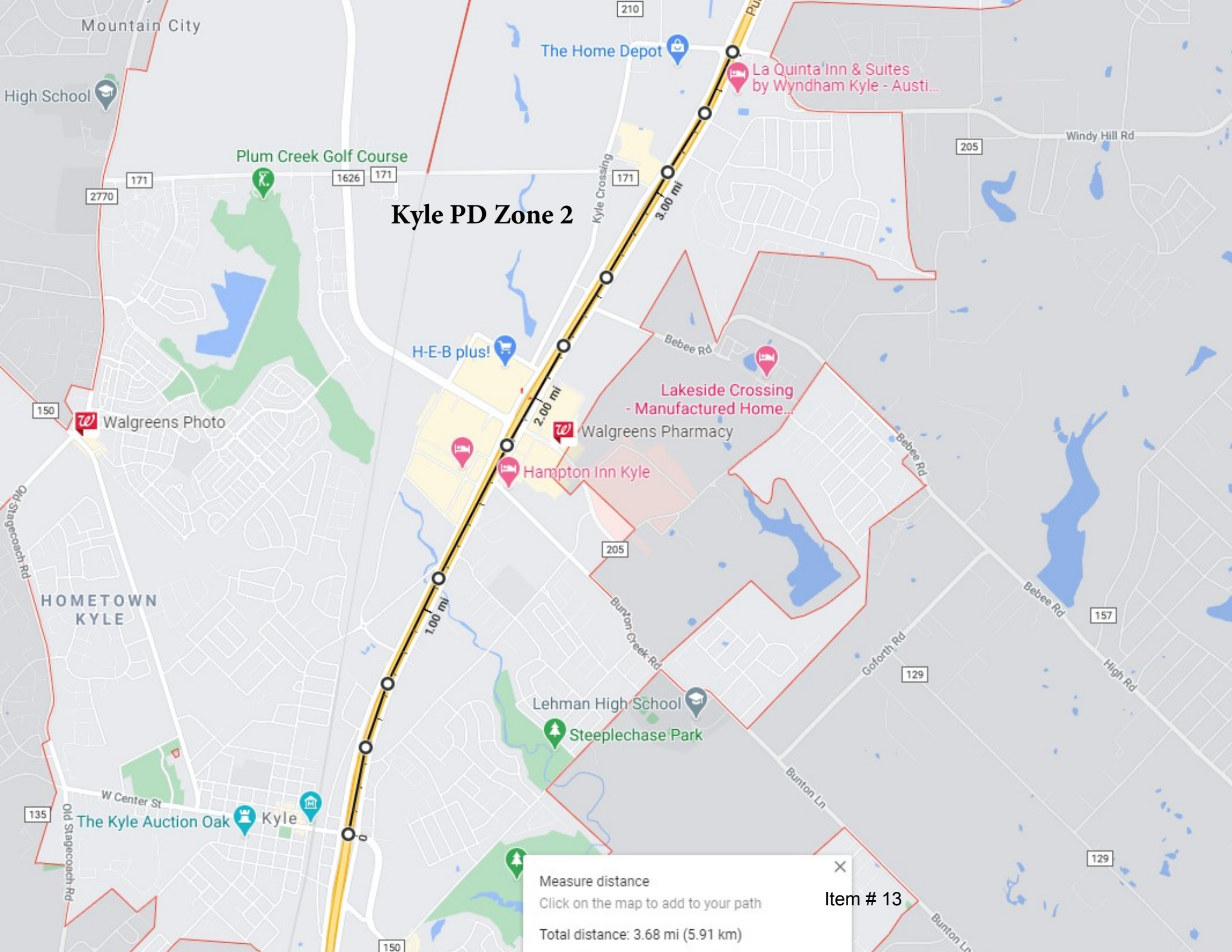
Fatal/SSI Crash Locations:

- Aug 2016 - July 2018
- Aug 2018 - July 2019

3YR Fatal/SSI Risk Zones:

- 1
- 2 - 5
- 6 - 10
- 11 - 20
- 21 - 30
- 31 - 61





Kyle PD Zone 2

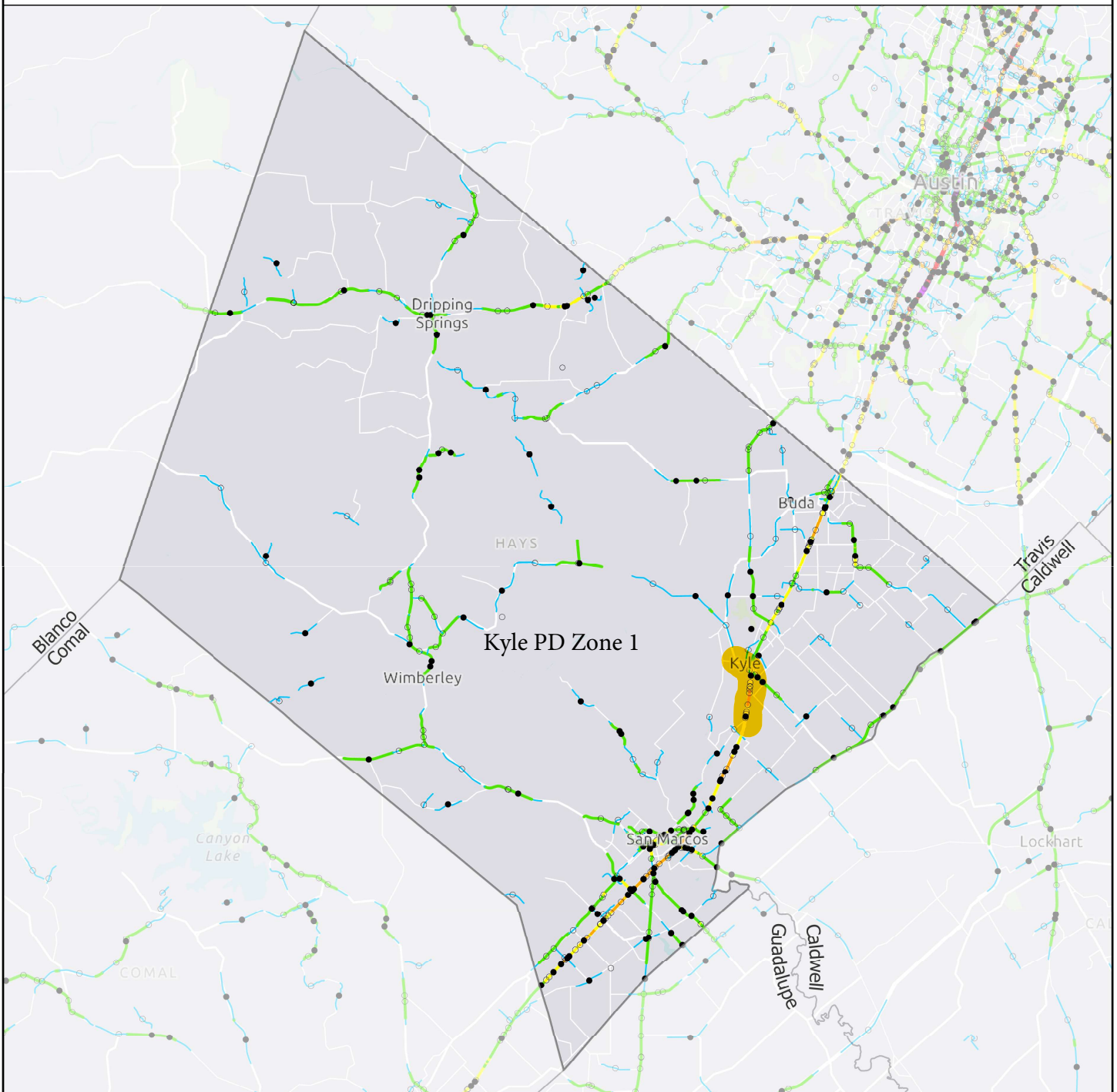
Measure distance

Click on the map to add to your path

Total distance: 3.68 mi (5.91 km)

Item # 13

Hays County - FY2022 STEP COMP



Fatal and Suspected Serious Injury (SSI) crashes used for analysis occurred between August 2017 and July 2020 and had valid coordinates; Data current as of 9/4/2020.

Zones are color-coded based on the number of Fatal and SSI crashes occurring within a one minute drive time.

Fatal and SSI Crash Locations:

- August 2017 - July 2019
- August 2019 - July 2020

3YR Fatal and SSI Crash Risk

1	—
2 - 5	—
6 - 10	—
11 - 20	—
21 - 30	—
31 - 61	—

0 2 4 8 12 Miles

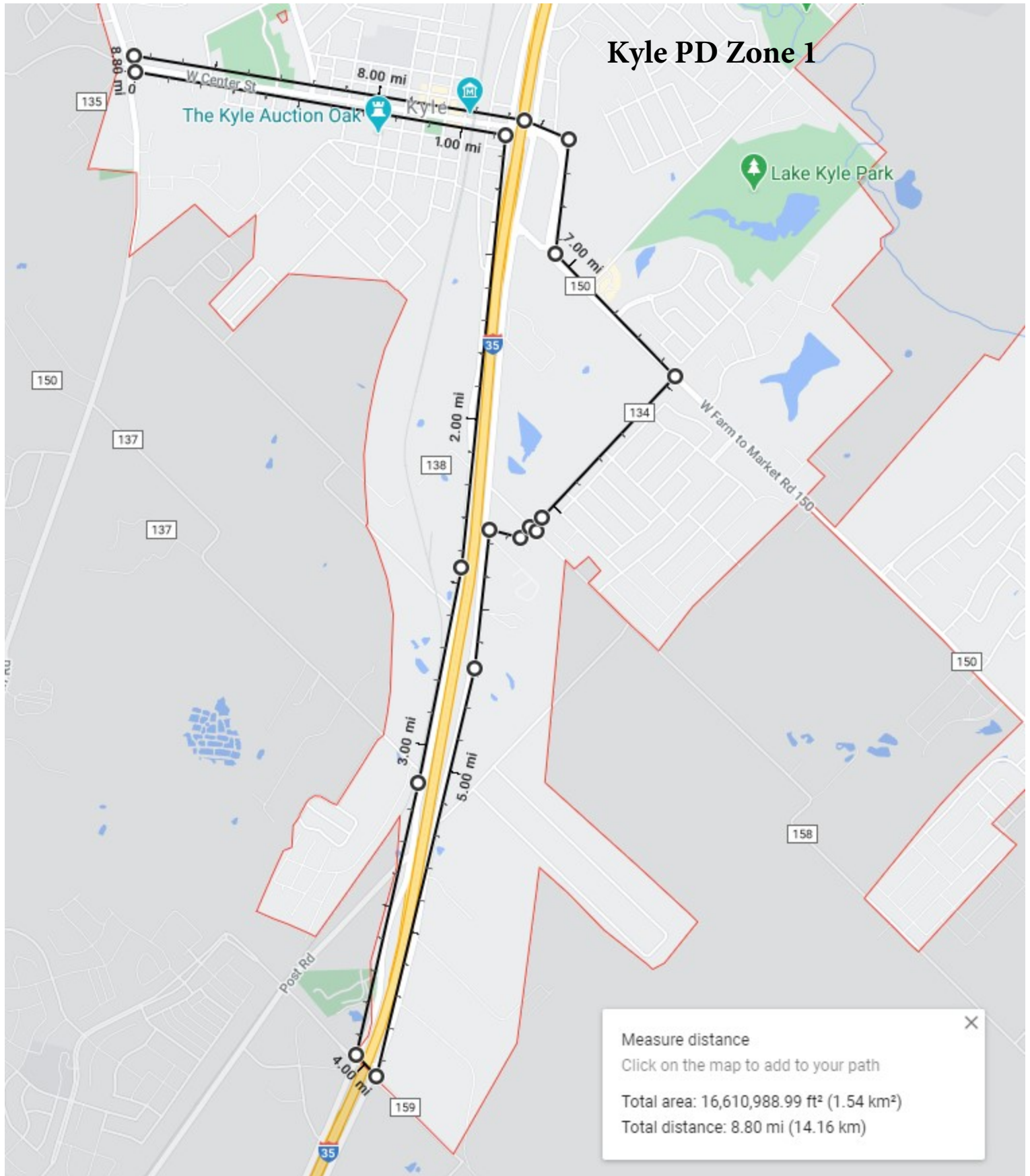


Sources: TxDOT CRIS; TxDOT Roadway Inventory



For information about this product or to request additional products for your area, please contact DPS at: TXHSOC.Requests@dps.texas.gov

Published: 11/2/2020





CITY OF KYLE, TEXAS

Casetta Ranch 5 - Annexation (ANNX-20-0007)

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An Ordinance of the City of Kyle, Texas annexing 29.792 acres of land, more or less, located in Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. ~ *Howard J. Koontz, Director of Planning and Community Development*

- PUBLIC HEARING

Other Information: See attachments.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Ordinance with Exhibit A & B
- ☐ Annexation Schedule
- ☐ Development Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 29.792 ACRES OF LAND, MORE OR LESS, LOCATED IN HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas, (the “City”) is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov’t. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner’s request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov’t. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City and the owner of the subject property entered into that certain Development Agreement dated June 16, 2020 and filed and recorded in the Records of Hays County, Texas on July 22, 2020 as instrument no. 20030094;

WHEREAS, the Development Agreement sets forth the terms by which the subject property will be annexed into the City;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City:

All that certain area of land being 29.792 acres, more or less, out of the John Jones Survey, Abstract No. 263, in Hays County, Texas being a portion of a called 83.3633 acre tract of land conveyed to Jansen Equipment, Inc. in Volume 4335, page 867 of the Official Public Records of Hays County, Texas, and being a portion of a called 105.744 acre tract of land conveyed to Theodore H. Lehman and Hazel L. Lehman in Volume 195, Page 93 of the Deed Records of Hays County, Texas; and being more particularly described by metes and bounds in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

SECTION 6. That the Annexed Property shall be temporarily zoned agricultural district A as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. The Annexed Property shall be assigned to Council District No. 6.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2021.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2021.

ATTEST:

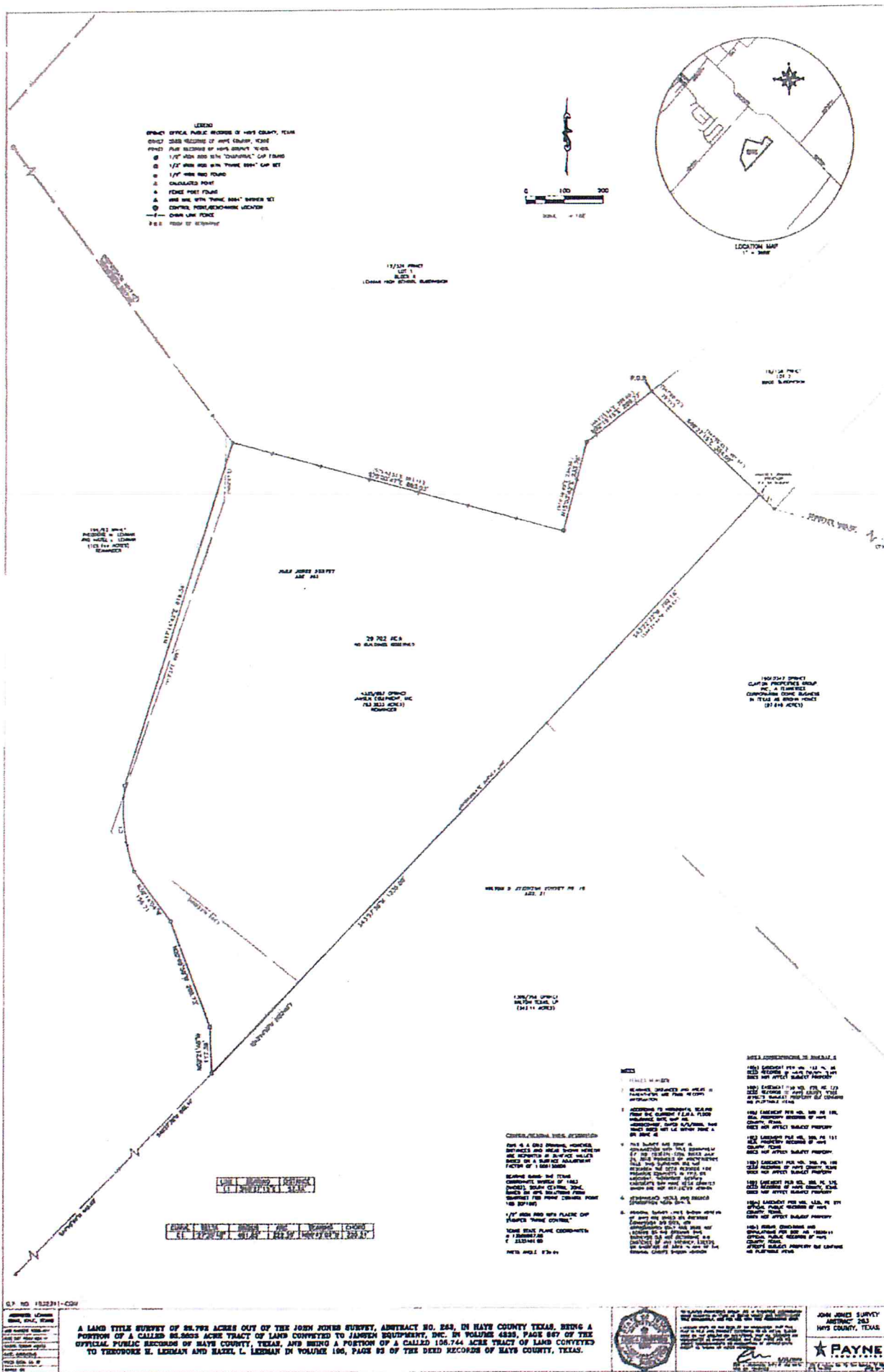
CITY OF KYLE, TEXAS

Jennifer Holm City Secretary

Travis Mitchell, Mayor

Exhibit “A”

ANNEXED PROPERTY DESCRIPTION



CLP NO. 1822311-C01

A LAND TITLE SURVEY OF 28.762 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 243, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 86.823 ACRES TRACT OF LAND CONVEYED TO JAMVEN EQUIPMENT, INC. IN VOLUME 4332, PAGE 857 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 106.744 ACRES TRACT OF LAND CONVEYED TO THEODORE E. LEHMAN AND RAZEL L. LEHMAN IN VOLUME 180, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

JOHN JONES SURVEY
SECTION 36,
HAYS COUNTY, TEXAS

PAYNE

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found within said 83.3633 acre tract, at the west corner of Lot 2, Brod Subdivision, a subdivision recorded in Volume 16, Page 156 of the Plat Records of Hays County, Texas (PRHCT), and being in the southeast line of Lot 1, Block A, Lehman High School Subdivision, a subdivision recorded in Volume 12, Page 324 (PRHCT), for the northernmost corner hereof;

THENCE, crossing said 83.3633 acre tract with the southwest line of said Lot 2, **S46°27'15"E**, a distance of **384.09** feet to a Mag nail with "Payne 6064" washer set in the concrete footer of a concrete drainage structure, in the southeast line of said 83.3633 acre tract, for the easternmost corner hereof, same being an angle point in the northwest line of a called 97.646 acre tract of land conveyed to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohn Homes, in Document No. 19010347 (OPRHCT), from which a 1/2-inch iron rod found for another angle point in the northwest line of said 97.646 acre tract, same being the south corner of said Lot 2, bears **S46°27'15"E**, a distance of **52.28** feet;

THENCE, with the northwest line of said 97.646 acre tract, same being the southeast line of said 83.3633 acre tract, **S43°22'22"W**, a distance of **799.16** feet to a 1/2-inch iron rod found for the west corner of said 97.646 acre tract, same being the westerly north corner of a called 324.14 acre tract of land conveyed to Walton Texas, LP in Volume 4399, Page 768 (OPRHCT);

THENCE, with the northwest line of said 324.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, **S43°57'38"W**, a distance of **1235.00** feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears **S43°57'38"W** a distance of **848.14** feet, and **S44°18'49"W** a distance of **448.66** feet;

THENCE, crossing said 105.744 acre tract and said 83.3633 acre tract, the following five (5) courses and distances:

- 1) **N02°21'48"W**, a distance of **117.39** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 2) **N20°40'58"W**, a distance of **286.73** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) **N36°14'04"W**, a distance of **156.71** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 4) With a curve to the right, having a radius of **461.85** feet, a delta angle of **27°35'18"**, an arc length of **222.39** feet, and a chord which bears **N06°42'07"W**, a distance of **220.24** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 5) **N17°14'42"E**, a distance of **919.34** feet to a 1/2-inch iron rod found within said 83.3633 acre tract, at an angle point in the southwest line of said Lot 1, for the northwest corner hereof, from which a 1/2-inch iron rod with "Chaparral" cap found for the west corner of said Lot 1 bears **N36°42'55"W**, a distance of **1017.46** feet;

THENCE, continuing across said 83.3633 acre tract with the south line of said Lot 1, the following three (3) courses and distances:

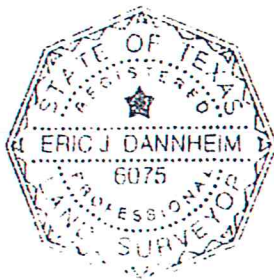
- 1) **S75°00'47"E**, a distance of **883.03** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 2) **N15°03'42"E**, a distance of **233.76** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 3) **N52°15'15"E**, a distance of **209.77** feet to the **POINT OF BEGINNING** hereof, and containing 29.792 acres, more or less.

Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-T1

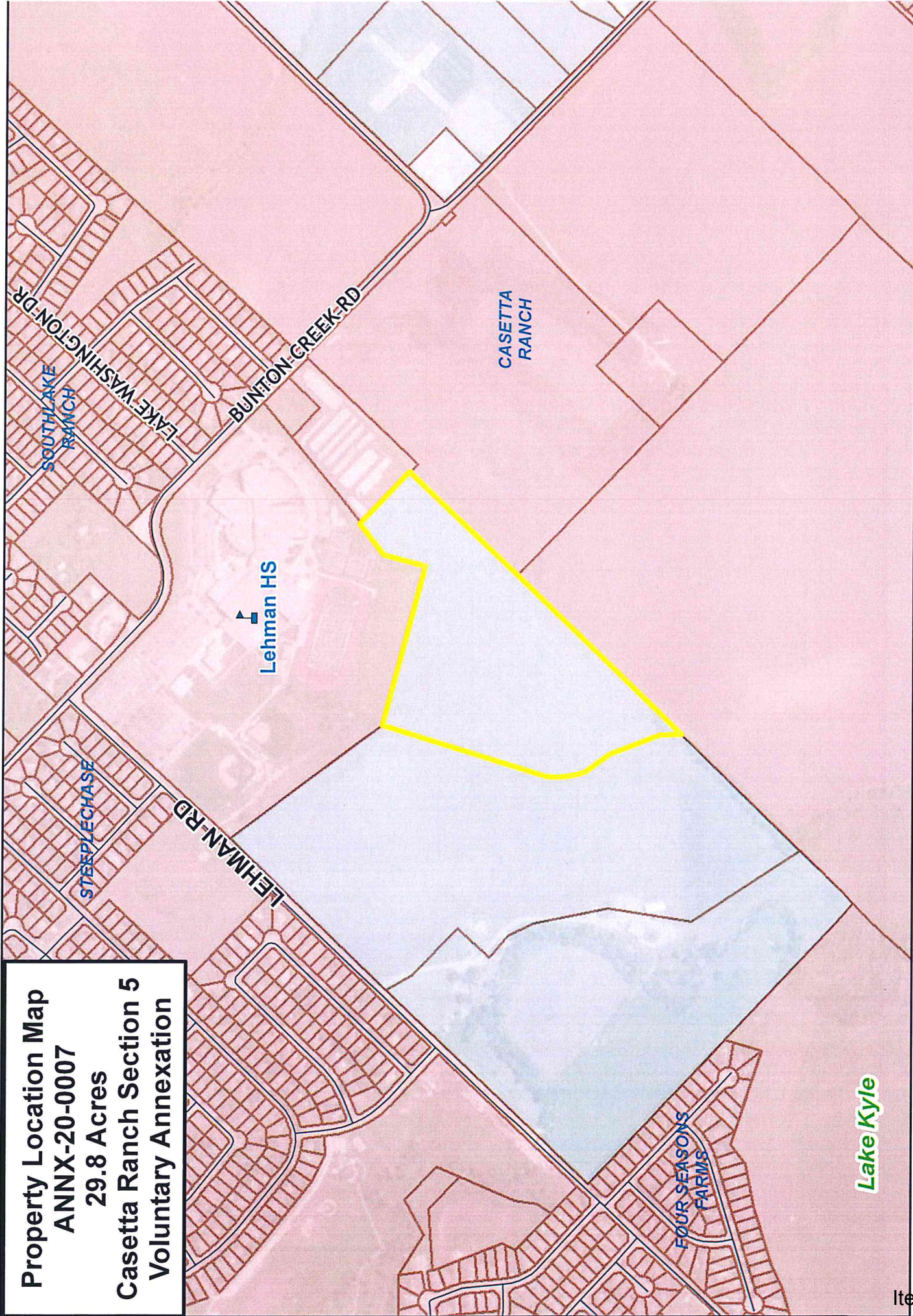


8/29/19

Eric J. Dannheim, RPLS
State of Texas #6075



Property Location Map
ANNX-20-0007
29.8 Acres
Casetta Ranch Section 5
Voluntary Annexation



☐ KYLE

☐ KYLE ETJ

☐ Property Location

☐ Parcel Lines

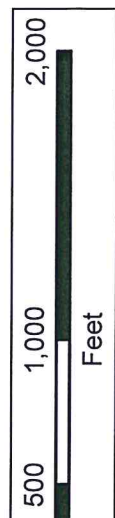
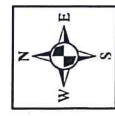


Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF KYLE**

WHEREAS, the City of Kyle, Texas (the “City”) intends to institute annexation proceedings for an area of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements by the City are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

WHEREAS, the subject property will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, the City and Clayton Properties Group, Inc. d/b/a Brohn Homes (“Developer”) on June 16, 2020 entered into that one certain Development Agreement (“Development Agreement”) to which reference is made for all purposes;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned agricultural district "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) In accordance with the Development Agreement.

(ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site water lines and facilities (the "Water System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Water System, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Water System will be accepted and maintained by the City in accordance with its usual policies. Requests for new water extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers

of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) In accordance with the Development Agreement.

(ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

C. Maintenance of public streets and rights-of-way as appropriate as follows:

(i) Except is set forth in the Development Agreement, the City will provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

(B) Routine maintenance as presently performed by the City; and

(C) The Property owner(s) have specifically agreed that maintenance services will be of little benefit and will not be required or needed on the Property, prior to the Property owner(s), its grantees, successors and assigns completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

(ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within, and adjacent to, the boundaries of the Property if dedicated and accepted, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

- (iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property except as set forth in the Development Agreement. If the owner(s) develop the Property so as to impact abutting roadways pursuant to the City's subdivision regulation, the owner(s) agree to comply with such ordinances as set forth in the Development Agreement.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals above provided in (2)(A), (B) & (C), then in that event the owner(s) may request and obtain disannexation of the Property pursuant to this service plan; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of capital improvements shall be initiated after the effective date of the annexation as set forth in the Development Agreement: Water and wastewater facilities that are identified in the Development Agreement, as and when funded pursuant to the Development Agreement. Upon development of the Property or redevelopment, the landowner(s) will be responsible for the development costs the same as a developer or landowner in a similarly situated area under the ordinances in effect at the time of development or redevelopment, except as set forth in the Development Agreement. No additional capital improvements are necessary at this time to service the Property, except those specifically enumerated in the Development Agreement. The Property owner(s) for itself, its grantees, successors, and assigns agree that no capital improvements are required to service the Property, except as set forth in the Development Agreement, the same as similarly situated properties already within the City.

(5) **Term.** If not previously expired under the term set out in state law, this service plan expires at the expiration of the Development Agreement.

(6) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**SCHEDULE FOR VOLUNTARY ANNEXATION
CASSETTA RANCH SECTION 5 +/- 29.792 ACRES**

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 15, 2020	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR JANUARY 5, 2021	Loc. Gov't Code, §43.0671
<p>December 17, 2020 – December 26, 2020**</p> <p>Publish notice of Public Hearing.</p> <p>&</p> <p>Send notice to school district and to each public entity.</p>	<p>NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.)</p> <p>POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.</p> <p>SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u></p> <p>PUBLIC ENTITY NOTICES. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Hays), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u></p>	<p>Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673</p> <p>Loc. Gov't Code, §§43.905 & 43.9051; <u>send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.</u></p>
January 5, 2021*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
January 5, 2021*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
January 19, 2021 Or at a special called meeting after the First Reading; Or within 90 days of First Reading.	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING (if 7-0 affirmative vote at January 5th meeting, second reading not required)</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<p>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</p> <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 9. ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022 	Hays County ESD No. 5 : Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested.

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

****Newspaper notice to paper by 5 p.m. one week prior to publication**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS AND CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES**

This Development Agreement ("Agreement") is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the "City") and Clayton Properties Group, Inc. d/b/a Brohn Homes ("Developer"). The term "Parties" or "Party" means the City and the Developer collectively or singularly.

RECITALS

WHEREAS, Developer has or will purchase a parcel of real property (the "Property" or "Parcel") in Hays County, Texas, which is more particularly described in the attached Exhibit "A";

WHEREAS, on May 5, 2015, the City and the Lehman Family Trust, owner of the Property, entered into that one certain Amended and Restated Section 212.172 Texas Local Government Code Development Agreement recorded in the Official Public Records of Hays County, Texas ("Prior Agreement") attached as Exhibit "B";

WHEREAS, the City is located in a rapidly growing metropolitan area for which new construction and land development can positively or negatively impact the future character and finances of the City;

WHEREAS, the City finds development agreements to promote master-planned communities are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the Parties agree that the extension of centralized utilities to new development provides superior environmental protections to those available from individual water wells and septic systems;

WHEREAS, the City council has found that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public; and,

WHEREAS, for the above reasons Developer and the City desire to enter into this agreement.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed

herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

ARTICLE 1 PURPOSE, AUTHORITY, TERM AND BENEFITS

1.01 Purpose. This Agreement modifies, and amends any Prior Agreement as agreed upon herein by the Parties.

1.02 Authority. Authority for Developer and the City to enter into this Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, ("Subchapter G"), Chapter 395 of the Tex. Local Government Code; and such other statutes as may be applicable.

1.03 Project Defined. The Project established by the Agreement includes a master-planned residential subdivision that will include single family lots, amenity/park area(s) with recreational facilities. The Project includes the subdivision of the Property and Subdivision Infrastructure (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the "Project"). The Project may include multiple phases for platting and construction purposes.

1.04 Benefits.

(a) The City desires to enter into this Agreement to provide additional control to the development standards for the Property, to allow potential purchasers, or owners, of the Property to submit preliminary plan and final plat applications to the City for review, and to assess the development viability of the Property without requiring or causing the annexation of the Property except as provided for under ARTICLE 5 of this Agreement.

(b) This Agreement provides: (i) for the submittal and review of preliminary plans and final plats for the Property without submitting a request for voluntary annexation of the Property; (ii) alternative standards under certain City ordinances for the benefit of the Property but only as allowed under Section 212.172 of the Tex. Local Government Code; and (iii) the City's commitment to provide water and wastewater service to Property based on the Concept Plan. The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer's execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.05 Term. The term of this Agreement will commence on the Effective Date and continue fifteen (15) years from the Effective date ("Term" or "Initial Term"). After the Initial Term, this Agreement may be extended for five successive five-year periods upon written agreement signed by Developer and the City; provided that the total term of the agreement, including the Initial Term and extensions, does not exceed 45 (forty-five) years.

1.06 Control of Development. Developer intends to develop the Property in a manner which results in enhancing the tax base of the City. Notwithstanding any provision of the Code of Ordinances or uncoded ordinances of the City (the "Code") to the contrary, the timing and

sequencing of the development of the Property will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible.

ARTICLE 2 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as provided in this Agreement, all development applications and development of the Property will comply with the Code, as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City. If there is any conflict between the terms of this Agreement and the Code, the specific terms of this Agreement will control.

2.02 Residential. The Parties agree that the Property shall be subject to and developed pursuant to the ordinances, rules, regulations, use and development standards as if subject to the City's R-1-3 zoning district, except as otherwise provided for herein. Notwithstanding the requirements in Chart 1 in Chapter 53 of the Code, the Project will be allowed;

(a) Lots in the Project may be Alley Loaded Lots with thirty-five (35') foot and/or forty (40') foot widths.

(b) Lots in the Project may be Front Load Lots with fifty (50') foot, sixty (60') foot and/or greater widths. Lots with widths less than fifty (50') feet must be alley loaded.

No lots will be less than thirty-five feet (35') in width and any such lot shall be alley loaded, and the maximum number of thirty-five foot (35') wide single family residential lots allowed to be subdivided on the Property will be no greater than fifteen percent (15%) of the total number of single family residential lots shown on the preliminary plan approved for the Property. The City agrees that the residential lots may be all forty foot wide (40') wide lots, fifty foot wide (50') lots or sixty foot wide (60') lots or a combination of forty foot wide (40') wide lots, fifty foot wide (50') lots and sixty foot wide (60') lots or a combination of thirty-five foot wide (35') lots, forty foot wide (40') lots, fifty foot wide (50') lots, sixty foot wide (60') or greater width lots, so long as the total percentage of thirty-five (35') foot lots does not exceed 15% of all single family lots. For purposes of clarifying the preceding sentence, there is no limit to the number of thirty-five foot (35') wide lots that may be contained in an individual final plat so long as the cumulative total of thirty-five foot (35') wide single family residential lots contained in all recorded final plats of the Property do not exceed fifteen percent (15%) of all single family lots shown on the approved preliminary plan. Also, there is no limit on the maximum width of residential lots within the Project. A property owners' association neighborhood park, including, an amenity center and swimming pool for the residents living on the Property, is a permitted use of the Property. Plan View and Street Scape illustrations (Reflecting 35' wide alley load lots) are attached as Exhibit "C".

(c) Alley Load Lots with a width of thirty-five (35') feet will have a 10 foot front yard building set-back, 10 foot rear yard building set-back, 5 foot side yard building set-back and 10 foot street side yard building set back. Alley Load Lots with a width of forty (40') feet will have a

10 foot front yard building set-back, 10 foot rear yard building set-back, 5 foot side yard building set-back and 10 foot street side yard building set back

(d) Local streets within the Project may be designed, engineered and constructed with twenty-eight (28) feet of pavement width measured from face of curb to face of curb with right of way, as required by applicable Code requirements, or with intermittent wider sections of pavement to allow for on-street parking, at intervals and sufficient widths to allow for adequate clearance for fire protection vehicles approved by the City Engineer and the Emergency Services District with reviewing authority over the Property.

(e) The City acknowledges that Park Land Dedication fees shall be computed on the basis of \$750 per dwelling lot and shall be collected at the time of final plat recording. Park Development fees shall be computed on the basis of \$750 per dwelling lot and shall be collected at the time final plat recording. All Park Land Dedication and Park Development fees shall be paid in phases in an amount not to exceed \$1,500 per final platted dwelling lot as sections of the development are final platted and recorded. In as much as the Developer is dedicating and developing active parks and hike and bike trails, \$300 per final platted lot, of the total Park Land Dedication and Park Development fees will be dedicated to and used, by the City, for traffic improvements to Bunton Lane, west of the intersection with Go Forth Lane.

(f) Block lengths within the Project shall be allowed up to 1,200 feet (per ordinance) as a result of using curvilinear streets and paved.

(g) In the event the City requires the extension of a water line to and through the Project, (the "Water Line Project"), and a water line is in excess of the size and capacity of a water line that is necessary for the delivery of water service to the Project as required by the City Code, the City will either reimburse the Developer, or take whatever steps necessary to insure that subsequent users of the water infrastructure, reimburse Developer for the cost of the design, engineering and construction of that portion of the water infrastructure over and above that which is necessary for the Project as provided in Section 4.05(b) and Exhibit "G". In the event that the City requires the water line to be oversized, the City's cost-participation amount shall be determined in accordance with Section 4.05(b) and Exhibit "G".

(h) In the event the City requires the extension of wastewater infrastructure inside or outside of the boundaries of the Project in a size and/or capacity required by the City Code in excess of that which is necessary for the delivery of wastewater service to the Project, the City will either reimburse the Developer, or take whatever steps necessary to insure that subsequent users of the wastewater infrastructure reimburse Developer, for the cost of the design, engineering and construction of that portion of the wastewater infrastructure over and above that which is necessary for the Project, as provided in Section 4.05(b) and Exhibit "G". In the event that the City requires the wastewater line to be oversized, the City's cost-participation amount shall be determined in accordance with Section 4.05(b) and Exhibit "G".

(i) Fifteen percent (15%) of all lots in the Project may be Alley Load Lots with a minimum lot area of 4200 square feet. All other Alley Load Lots within the Project shall have a minimum lot area of 4690 square feet.

(j) All alleys within the Project will be private and maintained by a properly formed property owners association. The City shall have no responsibility for the maintenance of alleys within the Project.

(k) All garages in the project shall have a minimum enclosed area of 360 square feet.

(l) All alley load lots will be developed to provide two durably surfaced, off-street parking spaces of no less than (nine (9') feet by eighteen and one-half (18 ½') feet) each for a combined square footage of approximately three hundred and thirty-three (333') square feet, located adjacent to each garage, hereinafter ("Guest Parking"). Up to four hundred (400') square feet of durably surfaced off-street Guest Parking located on alley load lots shall be excluded from the computation of impervious cover on a per lot basis. Section 53-934D of the Style Guide and related Code requirement, as to on-site storage, may be satisfied with alternative compliance by providing a combination of (a) garage storage as shown on the attached Exhibit "H" and (b) attic storage with a pull-down ladder, so long as the totals on-site storage is no less than one hundred forty (140') square feet.

2.03 Concept Plan A copy of the concept plan, which illustrates a combination of forty (40') foot wide alley load lots and fifty (50') foot wide front load lots, is attached hereto and incorporated herein for all purposes as Exhibit "D" ("Concept Plan"). The Concept Plan will be allowed to be developed and platted in multiple phases for platting. Pursuant to Section 212.172, Tex. Local Government Code, Developer hereby confirms that the Concept Plan for the subdivision of the Property complies with the City's Subdivision Ordinance requirements for concept plans, the zoning district regulations applicable to the Property as set forth in this Agreement, the Style Guide and the City's Comprehensive Master Plan. The Concept Plan constitutes a development plan for the Property, as provided in Subchapter G, Texas Local Government Code.

Subject to the allowable uses set forth in Sections 2.02 and 2.03 hereof, a) the total allowable density of development of the Property shall be limited by the number of Living Unit Equivalents ("LUEs") as measured for water and wastewater service connections, and b) the intensity and timing of development within the Property will be determined solely by Developer; provided, however, that the density of development of the Property shall not exceed one hundred and forty (140) LUEs. So long as Developer does not increase the total density of allowable development, as measured by water and wastewater service connections, Developer may amend the Concept Plan and may amend the layout of lots and on-site infrastructure to serve the Project in compliance with this Agreement. The Concept Plan will expire upon the expiration or termination of this Agreement.

2.04 Preliminary Plan. Developer may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. The preliminary plan must comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth in Sections 2.02 and 2.03. The preliminary plan may show lot layouts and street alignments different than shown in the Concept Plan so long as the total level of development, as measured by water and wastewater service connections, does not increase above one hundred and forty 140 LUEs. Developer may request the City, including the City's Planning and Zoning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan. If the preliminary plan application complies with the terms of this Agreement, the City will approve the preliminary plan upon the request of Developer;

provided that the Developer has submitted to the City a request or petition for voluntary annexation as provided in Section 5.02(a) or (b).

2.05 Subdivision Plats. Subdivision plats may be approved and constructed in one or more sections. Developer may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Developer may submit subdivision construction plans concurrently with a subdivision plat application.

2.06 City Review and Approval. This Agreement shall govern the review and approval of preliminary plans, subdivision plats, subdivision construction plans and other approvals, variances or other municipal authorizations hereafter required or requested by Developer. In anticipation of the voluntary annexation of the Property, the City does not require Developer to submit any application to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property if the final plats, subdivision construction plans and site development permits for the Property comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth herein. The City will approve applications for preliminary plans, subdivision plats and site development permits for the Property if Developer has made a request or petition for voluntary annexation pursuant to Sections 5.02(a) or (b) below, and said applications are in accordance with the requirements of this Agreement. Preliminary plans, subdivision plats, subdivision construction plans, and site development plans hereafter approved pursuant to this Agreement shall expire on the latter of the expiration of the Initial Term of this Agreement, unless the parties agree in writing otherwise, or the date established by the Code.

2.07 Other Fees. Except for fees or expenses otherwise specifically provided for in this Agreement, all fees required by the Code will be paid in accordance with the Code as established on the date that the fee is paid, unless the fee is established at another point in time under State Law or the City Code.

2.08 Fencing. Owner shall construct and the Owner, or a properly formed property owners association, will maintain, repair or replace at minimum a six foot (6') tall decorative metal fence along parkland, open space and drainage facilities that are fenced. This does not include the portion of a back yard fence that may front one of these public improvements or places, but refers to any fencing put in place for benefit of parkland, open space or drainage facilities. In no case shall these fences be dedicated or conveyed to the City. Developer shall assign to a property and/or property owners association the obligation to maintain, repair or replace said fence as required by the Code.

2.09 Additional Amenities. Developer shall provide additional amenities to the Property as follows. Such amenities shall be provided for each phase of development as it is developed. Additional amenities include:

(a) Developer shall form a property owners association as a non-profit corporation ("POA") at the completion of the first phase of development, and the POA shall require dues and be responsible for the maintenance, repair and replacement of any and all amenities, including all

common spaces and any other improvements required to be maintained by the POA under this Agreement or the City Code, made available to occupants of the Property.

(b) Decorative street lighting or street lighting in compliance with Pedernales Electric Cooperative standards, as published on the Effective Date (the "Street Lighting Plan") will be maintained by the POA. The Street Lighting Plan will not require approval by the Planning and Zoning Commission. Street lighting will not be maintained by the City.

(c) The Landscaping Plan will comply with the City Code will be agreed upon by the Developer and the City and will be subject to approval by the city arborist, which approval will not be unreasonably denied, delayed or conditioned.

(d) The Project will abide by all applicable City Codes as if the project were developed inside the City limits, except where the terms of this Agreement modify such Code. To the extent there are conflicts between the terms of the Code, including the zoning regulations, and the terms of this Agreement, this Agreement will control.

ARTICLE 3 PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE

3.01 Open and Common Space. The duly formed POA shall have the responsibility or obligation to maintain, operate, repair or replace all Open and Common Space in accordance with the Code and with the approved Landscaping plan submitted as a part of the Subdivision Construction Plans.

3.02 Subdivision Infrastructure.

(a) All public streets, roads, sidewalks, drainage, water and wastewater lines and facilities and all other infrastructure within the Property or outside the boundaries of the Property required to serve the Property (the "Subdivision Infrastructure") will be constructed by Developer to meet Code standards, except as provided for herein, and will be dedicated and conveyed to the City at no cost to the City; unless otherwise provided herein.

(b) Pavement width from curb face to curb face shall be twenty-eight feet (28'). Alleys and alley access shall remain private, and be the responsibility of a duly formed and mandatory dues paying POA.

(c) Variances from the Code are hereby granted to allow for the widths of private alleys, restricted to one-way traffic, in the Project to be constructed with twelve (12) feet of pavement within an (18) foot wide access easement and private alleys, providing for two-way traffic, to be constructed with of twenty-four (24) feet of pavement within a thirty (30) foot wide access easement.

3.03 Satisfactory Completion of Developer Improvements. The term "Developer Improvements" includes Subdivision Infrastructure and Utility Improvements, as defined herein. Upon completion of construction of each of Developer Improvements in accordance with the City-approved construction plans, good engineering practices, and Section 41-53(h) and (j), the City

shall accept the Developer Improvements for ownership, maintenance, and operation, except for any such improvements that are required to be owned and/or maintained by the Developer or the POA under this Agreement or the City Code. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement.

3.04 City Acceptance of Developer Improvements. As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and content reasonably acceptable to the City, to evidence the City's ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to Developer Improvement to be accepted will also be delivered to the City and any other items required by the City Code. Utility easements for water and wastewater lines and other utility facilities within the Property may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of Developer Improvement.

3.05 City to Own, Operate and Maintain Developer Improvements. From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Developer Improvement and shall be responsible for all costs associated with same; provided, however, alleys, decorative street lights, joint use areas, multiuse trails and any other improvements that are required to be owned and/or maintained by the Developer or the POA under this Agreement or the City Code will be maintained by Developer or the POA. Upon the City's acceptance of all the Developer Improvements within a particular subdivision plat and the City's acceptance of water and wastewater service lines within said recorded final plat, Developer shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that the City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements.

ARTICLE 4 WATER AND WASTEWATER SERVICE

4.01 Intent of the Parties Regarding Utility Services. As of the Effective Date, and again at the time of final plat approval, the City represents that the City has and will have sufficient water and wastewater treatment capacity to allow service connections for one hundred and forty 140 LUEs water and wastewater service to the Property. The City represents that it has rights to sufficient raw water to meet its overall service obligations, including providing water service to the Property in accordance with the terms of this Agreement. The Parties acknowledge that the Property will be built out over a number of years and that the City may decide to incrementally construct additional utility system improvements over time. Developer acknowledges that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand its utility system to enable the City to meet its utility service obligations under this Agreement. Developer further acknowledges the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Agreement. The City acknowledges that Developer requires

certainty regarding the City's plans for meeting the City's utility service obligations under this Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations in accordance with the terms of this Agreement. The Parties acknowledge that the design engineering and construction of an operational utility improvement can require two (2) or more years. Notwithstanding, the City agrees and warrants that it will take whatever steps are necessary to insure that the City can and will provide one hundred and forty (140) LUEs of water and wastewater service incrementally to the Project as and when final plats are approved within the Project.

4.02 General Conditions For Connections to the City Utility System.

(a) The City hereby expressly authorizes and approves the Walton Line, shown on the attached Exhibit "E", as the sole and exclusive method by which wastewater service will be provided to the Project by the City by and through the adjacent development to the east (Casetta Ranch) also owned and developed by Clayton Properties Group, Inc dba Brohn Homes). In the event the City should require that the Walton Line be designed, engineered and constructed to a size greater than that which is necessary to serve the Project and required by the City Code and the Walton property ("Oversized Walton Line"), all costs and expenses of Developer in the design, engineering and construction of the oversized portion of the Oversized Walton Line shall be reimbursed to Developer by the City through the collection, and payment to Developer, of capital recovery fees from other users of the Walton Line or a lump sum payment in the City's sole discretion, in accordance with Exhibit "G". If reimbursement through subsequent user fees has not result in the 100% reimbursement to Developer within 2 years of the completion of the Walton Line, the City will pay the outstanding unreimbursed amount.

(b) If the City modifies: (i) the definition of an LUE as compared to the LUE definition incorporated into this Agreement; (ii) water pressure requirements for a service connection to land within the Property; (iii) fire flow requirements for the issuance of building permits and certificates of occupancy without the installation of a sprinkler system; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to any portion of the Property; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Agreement, unless such modification by the City is in response to a request for more than one hundred and forty 140 LUEs of water and wastewater service. If the modifications described in the preceding sentence are required by federal or state law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

4.03 Service Commitment. The City hereby commits one hundred and forty 140 LUEs of water and wastewater service to the Property.

4.04 Service Connections. The City will timely provide water and wastewater service to Lots within the Project, and will connect each residential unit or structure for another permitted use to the City's water and wastewater system upon completion and City acceptance of the Utility Improvements, payment of applicable fees, establishment of a utility account, and a Certificate of Occupancy being issued for the residential unit or structure and provide water and wastewater

service for the residential unit or structure on the same terms and conditions as provided to all other areas of the City.

4.05 Utility Improvement Construction Obligations.

(a) **Developer.** Developer shall be solely responsible for the engineering and construction of all water and wastewater lines and facilities within the Property and any offsite utility extensions needed to serve the property, including but not limited to the Water Line Project and the Wastewater Line Project described in Exhibits “J” and “K” (collectively, the “Utility Improvements”).

(b) **City Oversizing.** City may, at its discretion, require the oversizing of certain Utility Improvements, and if the City exercises this right during or before plan review, so long as the design, engineering and construction of such oversized Utility Improvements does not unreasonable delay Developer’s development, Developer will be responsible for the costs associated with providing the appropriate sized infrastructure to the Project. The City will pay costs associated with the upsizing, the cost of which shall be determined by the Developer and City Engineer generally in accordance with Exhibits “F” and “G”.

4.06 Service Units Defined. The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City’s applicable construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on Chapter 50 (“Utilities”), Article VI, of the Code, which is incorporated into this Agreement for the limited purposes set forth in this Agreement.

4.07 Use of City Property and Easements. The City hereby consents, at no cost to Developer, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct a Developer Improvement, or for Developer to perform its obligations under this Agreement; provided, however, that the City’s consent is subject to City approval of the location of a Utility Improvement within the rights-of-way and easements and avoidance of utility facilities existing in such rights of way and easements. The City agrees to cooperate and support Developer’s acquisition of necessary easements from third parties as determined by the city council.

4.08 Easement Acquisition. The Utility Improvements and related easements are necessary and required by the City for the City to provide water and wastewater service to the Property. The City further agrees that there exists a public necessity for the construction of the Utility Improvements; therefore, the City agrees to cooperate and support Developer’s acquisition of necessary easements from third parties.

**ARTICLE 5
ANNEXATION**

5.01 Annexation. The City agrees that the Property will be annexed in accordance with this Agreement.

5.02 Voluntary Annexation.

(a) Developer may submit, at any time, a petition requesting the annexation of all or a portion of the Property; provided that submission of an annexation petition shall be submitted prior to, and shall be a condition precedent to, the City finally approving any preliminary plan, final plat, or related development document as provided in Section 2.06.

(b) If the city council begins annexation proceedings pursuant to this Section 5.02, Developer acknowledges that Section 43.052, Texas Local Government Code does not apply to the City's annexation of the Property. Further, Developer agrees that a request for voluntary annexation pursuant to Section 5.02 (a) or (b) will constitute Developer's waiver of all rights Developer may have under Section 43.052, Texas Local Government Code; save and except the terms of this Development Agreement shall survive.

5.03 Municipal Service Plan. The Parties agree to be bound and obligated to a municipal service plan ("Plan") negotiated by and between the Parties that is sufficient and adequate and hereby binds and obligates Developer, its grantees, successors, purchasers or assigns to install water, wastewater and drainage infrastructure required by this Agreement to service the Property and upon acceptance by the City, the City shall be obligated from such dedication and acceptance to maintain the infrastructure and to provide services. The Plan will be used as the municipal service plan when the City annexes the Property, in accordance with Exhibit "I". The City intends to annex the Property within ninety (90) days after the date of the first reading on the ordinance annexing the Property, if such annexation is approved and adopted by the city council. If the Plan conflicts with this Agreement, this agreement shall rule.

5.04 Land Use Upon Annexation. On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered for the uses and development standards set forth in this Agreement; unless Developer substantially amends or abandons the Project, defaults under this Agreement, or permits its Chapter 245, Local Government Code rights to expire. Developer may make application for the zoning of the Property at any time but not later than thirty (30) days after the effective date of the annexation. Upon the adoption of permanent zoning for the Property, the applicable City Code provisions will be subject to the terms, provisions and conditions of this Agreement.

ARTICLE 6

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

6.01 Assignment of Developer Rights. Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat; provided that the City has consented to the assignment, which will not be unreasonably withheld, delayed, or conditioned. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under

this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

6.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

6.03 Agreement Binding on Assigns. This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 7 DEFAULT AND NOTICE

7.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period, provided that the default must be cured within six months.

7.02 Remedies for Default. Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies, with the exception of specific or strict performance, such as lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever; provided, however, Developer may enforce this Agreement as provided under §245.006 of the Texas Local Government Code.

7.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this paragraph 7.03 be interpreted as or otherwise construed to be a waiver except as to an action for specific or strict performance. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

7.04 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such specific action by the city council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

7.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Any notice mailed to the Developer shall be addressed:

Adam B. Boenig
Vice President
Clayton Properties Group Inc. d/b/a Brohn Homes
6720 Vaught Ranch Rd, Suite 200
Austin, Texas 78730
P 512.320.8833
Email Address: adamb@brohnhomes.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE 8 PROPERTY AND MORTGAGEE OBLIGATIONS

8.01 Mortgagee Acceptance. Developer shall assure that any mortgage financing obtained for the Property and the Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property

with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

8.02 Mortgage Protection. This Agreement will not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project, subject to the terms and provisions of Section 8.01. The City understands that a lender providing financing of the development of the Property ("Lender") may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lenders' representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 7.05, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

(b) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.

(c) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

8.03 Certificate of Compliance. Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;

(b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and

(c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

ARTICLE 9 MISCELLANEOUS

9.01 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

9.03 Recordation. A copy of this Agreement will be recorded in the Official Public Records of Hays County, Texas.

9.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Hays County, Texas.

9.05 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.06 Termination or Amendment By Agreement. This Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Developer, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination. The City may terminate this Agreement if the Developer does not obtain preliminary plat approval within five (5) years of the Effective Date. This Agreement will terminate if the preliminary plat expires during the term of this Agreement pursuant to the provisions governing expiration of preliminary plats set forth in the City Code.

9.07 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.08 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

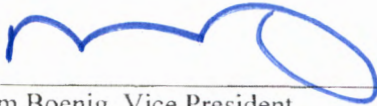
9.09 Anti-Boycott Verification. To the extent this Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law the Company represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (a) boycotts Israel or (b) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

9.10 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law the Developer represents that the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

SIGNED and executed this 16TH day of JUNE, 2019. 2020

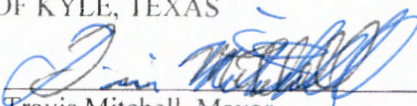
Clayton Properties Group Inc. (dba – Brohn Homes)

By:

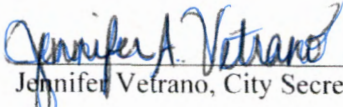

Adam Boenig, Vice President

CITY OF KYLE, TEXAS

By:

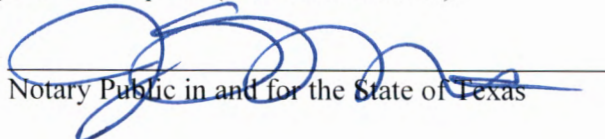

Travis Mitchell, Mayor

ATTEST:


Jennifer Vetrano, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on 4/16/20, 2019, by Adam Boenig, Vice President of Clayton Properties Group Inc (dba Bohn Homes).



Notary Public in and for the State of Texas

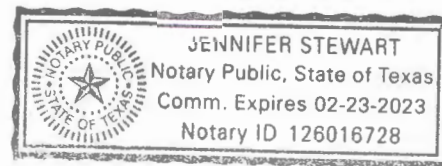


EXHIBIT A
DESCRIPTION OF PROPERTY

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found within said 83.3633 acre tract, at the west corner of Lot 2, Brod Subdivision, a subdivision recorded in Volume 16, Page 156 of the Plat Records of Hays County, Texas (PRHCT), and being in the southeast line of Lot 1, Block A, Lehman High School Subdivision, a subdivision recorded in Volume 12, Page 324 (PRHCT), for the northernmost corner hereof;

THENCE, crossing said 83.3633 acre tract with the southwest line of said Lot 2, **S46°27'15"E**, a distance of **384.09** feet to a Mag nail with "Payne 6064" washer set in the concrete footer of a concrete drainage structure, in the southeast line of said 83.3633 acre tract, for the easternmost corner hereof, same being an angle point in the northwest line of a called 97.646 acre tract of land conveyed to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohn Homes, in Document No. 19010347 (OPRHCT), from which a 1/2-inch iron rod found for another angle point in the northwest line of said 97.646 acre tract, same being the south corner of said Lot 2, bears **S46°27'15"E**, a distance of **52.28** feet;

THENCE, with the northwest line of said 97.646 acre tract, same being the southeast line of said 83.3633 acre tract, **S43°22'22"W**, a distance of **799.16** feet to a 1/2-inch iron rod found for the west corner of said 97.646 acre tract, same being the westerly north corner of a called 324.14 acre tract of land conveyed to Walton Texas, LP in Volume 4399, Page 768 (OPRHCT);

THENCE, with the northwest line of said 342.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, **S43°57'38"W**, a distance of **1235.00** feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears **S43°57'38"W** a distance of **848.14** feet, and **S44°18'49"W** a distance of **448.66** feet;

THENCE, crossing said 105.744 acre tract and said 83.3633 acre tract, the following five (5) courses and distances:

- 1) **N02°21'48"W**, a distance of **117.39** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 2) **N20°40'58"W**, a distance of **286.73** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) **N36°14'04"W**, a distance of **156.71** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 4) With a curve to the right, having a radius of **461.85** feet, a delta angle of **27°35'18"**, an arc length of **222.39** feet, and a chord which bears **N06°42'07"W**, a distance of **220.24** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 5) **N17°14'42"E**, a distance of **919.34** feet to a 1/2-inch iron rod found within said 83.3633 acre tract, at an angle point in the southwest line of said Lot 1, for the northwest corner hereof, from which a 1/2-inch iron rod with "Chaparral" cap found for the west corner of said Lot 1 bears **N36°42'55"W**, a distance of **1017.46** feet;

THENCE, continuing across said 83.3633 acre tract with the south line of said Lot 1, the following three (3) courses and distances:

- 1) **S75°00'47"E**, a distance of **883.03** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 2) **N15°03'42"E**, a distance of **233.76** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 3) **N52°15'15"E**, a distance of **209.77** feet to the **POINT OF BEGINNING** hereof, and containing 29.792 acres, more or less.

Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-TI



8/29/19

Eric J. Dannheim, RPLS
State of Texas #6075



EXHIBIT B
PRIOR AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS, AND LEHMAN FAMILY LIMITED
PARTNERSHIP AND LEHMAN FAMILY TRUST**

This Amended and Restated Development Agreement ("Restated Agreement") is by and between the City of Kyle, Texas, a home rule City situated in Hays County, Texas (the "City") and Lehman Family Limited Partnership and Lehman Family Trust, the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property described herein. The term "Parties" means the City and the Owner.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly described in the attached Exhibit "A" incorporated herein by reference;

WHEREAS, in October 2009, the City and the Owner entered into that one certain Chapter 43 Texas Local Government Code Development Agreement shown in the attached Exhibit "A" ("Prior Agreement");

WHEREAS, the recitals to the Prior Agreement state that the City had initiated the annexation of the Property before the City and the Owner entered into the Agreement pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

WHEREAS, the Prior Agreement provides that if the Owner sells the Property, the Property shall be voluntarily annexed to the City if the Property is intended to be used for development purposes; and,

WHEREAS, the Owner has the Property under contract to sell but does not want to lose the extra-territorial jurisdiction status of the Property if the sale does not close; and,

WHEREAS, due to changed circumstances, the Parties desire to amend and restate the Prior Agreement by terminating and removing the applicability of Section 43.035, Texas Local Government Code, except for subsection (d) of Section 43.035, to the Prior Agreement and by making the Restated Agreement pursuant to only Section 212.172, Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Restated Agreement, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

May 5, 2015

ARTICLE 1 PURPOSES AND TERM

1.01 Purpose. This Restated Agreement modifies, amends and replaces the Prior Agreement in its entirety as of the effective date of this Restated Agreement.

1.02 Authority. Authority for the Owner and the City to enter into this Restated Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, ("Subchapter G"); and Chapter 395, Tex. Local Government Code ("Chapter 395") and other statutes as may be applicable.

1.03 Owner Execution. The Owner acknowledges that each and every owner of the Property must sign this Restated Agreement in order for the Restated Agreement to take full effect, and the Owners who sign this Restated Agreement covenant and agree, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Restated Agreement.

1.04 Term. The term of this Restated Agreement will commence on the Effective Date and continue for nine (9) years thereafter, unless sooner terminated under this Restated Agreement as provided herein, (the "Term"). After the first Term, this Restated Agreement may be extended for successive five-year periods upon written agreement signed by the Owner and the City.

ARTICLE 2 PRELIMINARY AND FINAL PLATS

2.01 Generally. All development applications relating to the Property will comply with the Code of Ordinances and other ordinances not codified of the City of Kyle ("Code") as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City.

2.02 Preliminary Plan. The Owner may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Pursuant to Section 41-45 of the City Code, the Owner may request the City, including the City's Zoning and Planning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan.

2.03 Subdivision Plats. The Owner may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Owner may submit subdivision construction plans concurrently with a subdivision plat application.

2.04 City Review and Approval. In anticipation of the voluntary annexation of the Property, the City will not require the Owner to submit any development applications to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property.

ARTICLE 3 ANNEXATION

3.01 Involuntary Annexation. Except as provided in Section 3.02, the City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Restated Agreement. Except as provided in this Restated Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Restated Agreement.

3.02 Voluntary Annexation.

(a) Owner may submit, at any time, a signed petition requesting the annexation of all or a portion of the Property.

(b) If an application for a preliminary plan under 2.02 of this agreement, final plat under 2.03 or any related development permit relating to the Property is filed and such application is not withdrawn by the 180th day after the day of the City's acceptance of such application, then Owner's failure to withdraw any such application will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(c) If a preliminary plan, final plat or related development permit relating to the Property is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(d) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is withdrawn on or before the 180th day after the day of the City's acceptance of such application, then such withdrawn application will not constitute or be deemed a petition for voluntary application.

3.03 Waiver of Owner's Rights Under § 43.035. If the City Council begins annexation proceedings pursuant to Section 3.02, the Owner acknowledges and agrees that Section 43.052, Texas Local Government Code, does not apply to the City's annexation of the Property. Further, Owner agrees that voluntary annexation pursuant to Section 3.02 (a), (b) or (c) will constitute Owner's waiver of all rights Owner may have under Section 43.052, Texas Local Government Code.

3.04 Change in Annexation Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Restated Agreement or the City's ability to annex the Property pursuant to the terms of this Restated Agreement.

ARTICLE 4 EXISTING USE

4.01 Existing Use. Until a request for voluntary annexation is made in accordance with Section 3.02, Owner covenants and agrees not to use the Property for any use other than for agriculture or wildlife management, except for any now-existing single family residential use of the Property, without the prior written consent of the City. The City will not enforce any planning and development authority and regulations that interfere with the use of the Property for agriculture and wildlife management purposes. Until a request for voluntary annexation is made in accordance with Section 3.02, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the Parties can modify the description of the land subject to this Restated Agreement. This Section 4.01 expires upon the annexation of the Property by the City.

4.02 Eminent Domain. The City reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Section 212.172 Texas Local Government Code development agreement.

ARTICLE 5 ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

5.01 Notice to Purchaser. The Owner shall give written notice of this Restated Agreement to a prospective purchaser or grantee of any portion of the Property prior to such sale or conveyance. The Owner shall give the City written notice of such sale or conveyance; provided, however, this sentence will not apply to a sale or conveyance among the owners of the Property.

5.02 Assignment of Owner Rights. The Owner's rights and obligations under this Restated Agreement may be assigned in whole or part, subject to the prior written consent of the City, which shall not be unreasonably withheld, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event the Owner assigns all of its respective rights under this Restated Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective.

5.03 Agreement Binding on Assigns. This Restated Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by the Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Restated Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to the Owner or the City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Restated Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 6 MISCELLANEOUS

6.01 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to a particular Party, as the case may be, at the address hereinafter stated; or (iii) one business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Any notice mailed to the Owner shall be addressed:

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

6.02 Multiple Originals. The Parties may execute this Restated Agreement in one or more duplicate originals, each of equal dignity.

6.03 Recordation. This Restated Agreement shall be a covenant running with the Property and a copy of this Restated Agreement will be recorded in the Official Public Records of Hays County, Texas.

6.04 Governing Law. This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Restated Agreement shall remain in full force and effect. This Restated Agreement is performable in Hays County, Texas.

May 5, 2015

6.05 Termination or Amendment By Agreement. This Restated Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Owner, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owner of only the portion of the Property affected by the amendment or termination.

6.06 Damages; Waiver. Whether in contract or tort or otherwise, the Owner agrees to waive all claims to damages and other remedies, including specific or strict performance, lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Damages, if any, will be limited to amounts recoverable under §271.153 of the Texas Local Government Code.

6.07 Enforcement. This Restated Agreement may be enforced by the Owner but only as provided under §271.153 of the Texas Local Government Code or by the City by any proceeding at law or equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Restated Agreement thereafter.

6.08 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

6.09 No Third Party Beneficiary. This Restated Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

6.10 Effective Date. This Restated Agreement will be effective as of the date upon which all Parties have executed the Restated Agreement.

6.11 Entire Agreement. This Restated Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

OWNER:

Lehman Family Trust

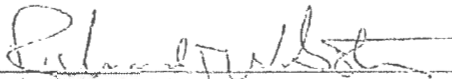
By: Peggy Jensen

May 5, 2015

7

ACKNOWLEDGEMENT

CITY OF KYLE, TEXAS

By: 
R. Todd Webster, Mayor

ATTEST:


Amelia Sanchez, City Secretary

May 5, 2015

EXHIBIT A
PRIOR AGREEMENT

May 5, 2015

9

RESOLUTION NO. 688

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH LEHMAN FAMILY LIMITED PARTNERSHIP AND LEHMAN FAMILY TRUST, TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas (the "City") has initiated several annexations for the purpose of filling gaps and providing for greater continuity within the city limits; and

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code" (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

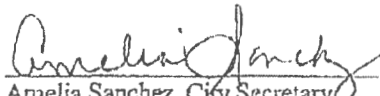
Section 2. Agreement Approved. The City Council hereby approves the Development Agreement Under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.


Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

FINALLY PASSED AND APPROVED on this the 6th day of October, 2009.

ATTEST:

THE CITY OF KYLE, TEXAS


Amelia Sanchez, City Secretary


Miguel Gonzalez, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 45.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement Under Section 45.035, Texas Local Government Code is entered between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Hays County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement, without the prior written consent of the City. The Owner's use of the property as of the Effective Date includes the following:
 - (1) Raising and selling of livestock, including pigs, hogs, and cattle.
 - (2) The planting, cultivation, harvesting, and destruction of crops, plowing of the land and application of herbicides, insecticides, fertilizers, and other chemical performed by ground rigs, airplanes, and helicopters; and
 - (3) Storage and selling of grains, crops, chemicals, fertilizer, and feed.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City; provided that the Property may be subdivided into two parcels that are greater than five acres in size if required by a lender to finance the construction of a new single family home or other building or structure that is authorized to be constructed on the Property under Section 2(c).
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District (District "A") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences, except as authorized in this Section 2(c)) are exceptions to this Section 2(c). One additional new single family residence may be constructed on the Property if the residence is to be occupied by family members of the Owner who participate in the ownership or operation of the agricultural, timberland, or wildlife management uses of the Property. Proof of qualification for this exception must be presented at the time of application for a building permit.
- (d) The City's Agricultural District (District "A") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "A", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Structures that exist on the Property on the Effective Date shall not be subject to setback requirements. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed

in compliance with the regulations for the Agricultural District (District "A") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement. Building permits and related inspections shall not be required for accessory structures related to the existing use of the Property.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit (excluding building permit applications for construction of a new single family residence or additions to an existing single family residence authorized to be located on the Property under Section 2), or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as

specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property. A City regulation shall be deemed to materially interfere with the use of the Property for agriculture, wildlife management, or timber if the regulation prohibits one of the uses of Property listed in Section 2(a) or a use authorized by Chapter 23, Texas Tax Code; provided that the City may regulate hunting to the extent authorized by Chapter 229, Texas Local Gov't Code. It is the intent of the parties that the enforcement of City regulations during the term of this Agreement does not prevent the Owner from continuing the Owner's agricultural operation under current practices that are compliant with applicable state and federal law or under future practices that occur due to changes in technology, methods, or applicable state or federal law and that are compliant with applicable state and federal law.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. The Agreement may be extended for two additional fifteen year terms upon the agreement of both parties and approval by the City Council

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Hays County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation

shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Hays County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 5th day of October, 2009.

Owner (s)

Harold Lehman
Printed Name: Harold Lehman

Printed Name: _____

City of Kyle, Texas

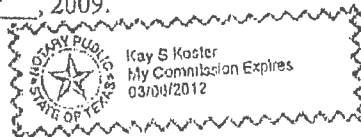
Miguel Gonzalez
Miguel Gonzalez, Mayor

STATE OF TEXAS §

COUNTY OF HAYS §

Hazel Lehman BEFORE ME the undersigned authority on this day personally appeared Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of October, 2009.



Kay S. Koster
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2009.

Notary Public - State of Texas

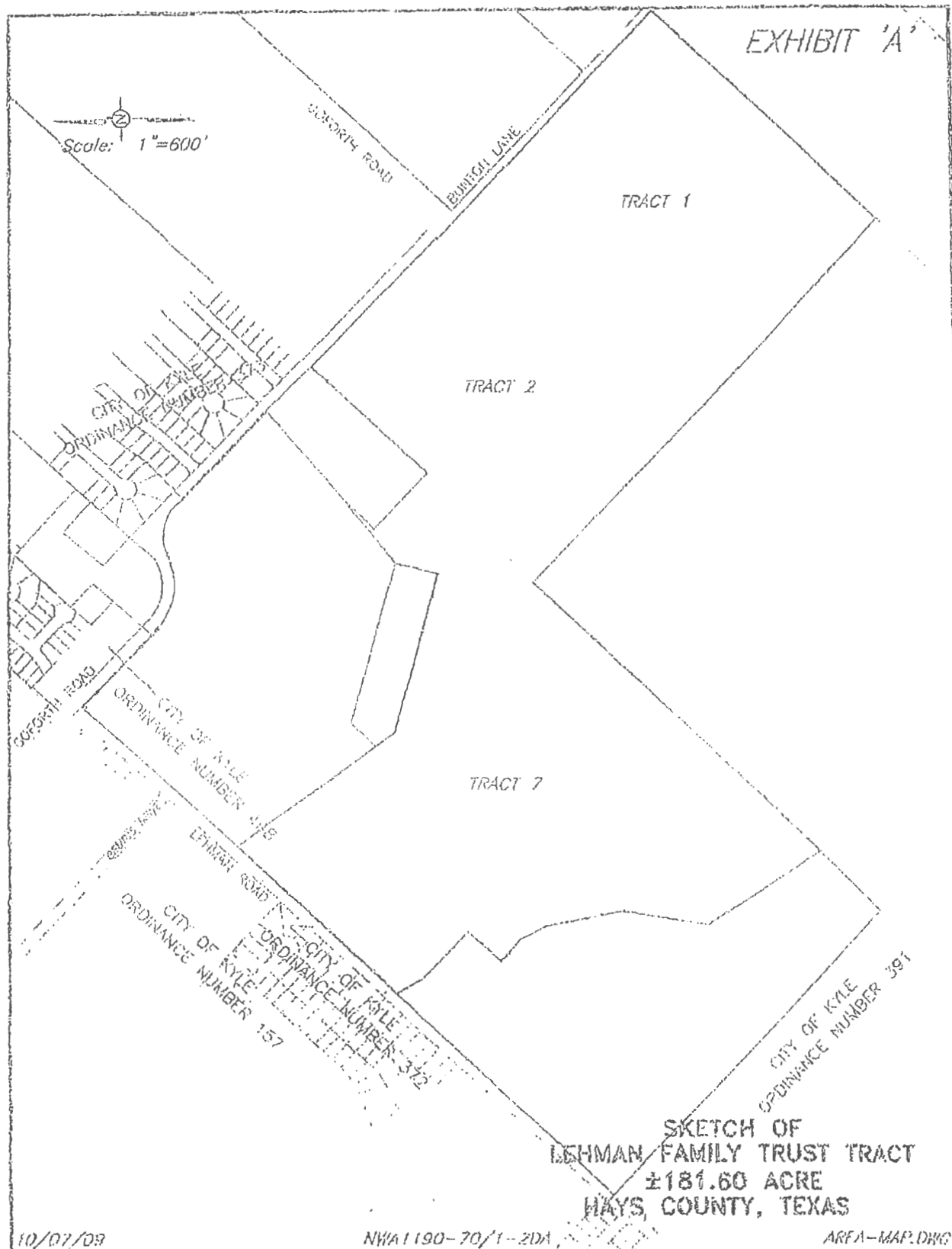
STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Miguel Gonzalez, Mayor, City of Kyle, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of October, 2009.



Amelia L. Sanchez
Notary Public - State of Texas



LEHMAN FAMILY TRUST
DEVELOPMENT AGREEMENT
CITY OF KYLE, TEXAS

TRACT 1

All that certain tract or parcel of land, called 46.68 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 280, Page 213 Official Public Records of Hays County, Texas.

TRACT 2

All that certain tract or parcel of land, called 50.11 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 285, Page 171 Official Public Records of Hays County, Texas.

TRACT 7

All that certain tract or parcel of land, called 83.4273 acres, conveyed to Lehman Family Limited Partnership and Lehman Family Trust, Hazel M. Lehman, Trustee, by deed recorded in Volume 3352, Page 176 Official Public Records of Hays County, Texas.

19/13/2021

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: SM-2009-343211

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Quick Ref ID: R70300
Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
Owner Address: HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Property: 10-0263-0009-00000-2
Legal Description: A0263 JOHN JONES SURVEY, ACRES 84.4273

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	18,150	0.018000	3.27	3.27	3.27
Hays Consolidated	18,150	1.461300	265.23	265.23	265.23
Special Road Dist	18,150	0.080100	14.54	14.54	14.54
Plum Creek	18,150	0.018000	3.27	3.27	3.27
Hays County	18,150	0.374900	68.05	68.05	68.05
Hays Co ESD #5	18,150	0.085000	15.43	15.43	15.43
Total Payment Amount					369.79
Check Payment Tendered					369.79
Total Tendered					369.79

Date Paid: 01/08/2009
Effective Date: 01/08/2009
Station: Luanne
Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: SM-2009-343213

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Quick Ref ID: R12600
Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
Owner Address: HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Property: 10-0021-0010-00000-2
Legal Description: A0021 MILTON B ATKINSON SURVEY, ACRES 50.06

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	10,760	0.018000	1.94	1.94	1.94
Hays Consolidated	10,760	1.481300	157.23	157.23	157.23
Special Road Dist	10,760	0.080100	8.62	8.62	8.62
Plum Creek	10,760	0.018000	1.94	1.94	1.94
Hays County	10,760	0.374900	40.34	40.34	40.34
Hays Co ESD #5	10,760	0.085000	9.15	9.15	9.15
Total Payment Amount					219.22
Check Payment Tendered					219.22
Total Tendered					219.22

Date Paid: 01/08/2009
Effective Date: 01/08/2009
Station: Luanne
Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
102 N. LBJ Dr.
San Marcos, TX 78666
Ph: 512-393-5546 Fax: 512-393-5517



Receipt Number: SM-2009-343214

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Quick Ref ID: R12590
Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
Owner Address: HAZEL M LEHMAN TRUSTEE
1000 LEHMAN RD
KYLE, TX 78640

Property: 10-0021-0009-00000-2
Legal Description: A0021 MILTON B ATKINSON SURVEY,
ACRES 48.68

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	10,470	0.018000	1.88	1.88	1.88
Hays Consolidated	10,470	1.461300	153.00	153.00	153.00
Special Road Dist	10,470	0.080100	8.39	8.39	8.39
Plum Creek	10,470	0.018000	1.88	1.88	1.88
Hays County	10,470	0.374900	39.25	39.25	39.25
Hays Co ESD #5	10,470	0.085000	8.90	8.90	8.90
Total Payment Amount					213.30
Check Payment Tendered					213.30
Total Tendered					213.30

Date Paid: 01/08/2009
Effective Date: 01/08/2009
Station: Luanne
Cashier: LuanneC

TAX RECEIPT

HAYS COUNTY TAX OFFICE
Luanne Garaway Tax Assessor-Collector
102 N. LBJ Drive
San Marcos, TX 78666
(512) 393-5545

This is a receipt for taxes paid as of 11/16/2007 based upon the tax records of the County Tax Office.

Station : dianec	Receipt Number : SM-2007-233926
Cashier : DianeC	Date Paid : 11/16/2007 Effective Date: 11/16/2007
Tax Years : 2007	Tender Method : Check Payment - 1621
Payor : LEHMAN, HAZEL LIPPE	Total Paid : 1,656.53

Payor: LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: Multiple Owners

LEGAL DESCRIPTION

ENTITIES

R11514 : ABS 14 JOHN STUART SURVEY 38.93 AC	FHA Hays Co ESD #5
R12599 : A0021 MILTON B ATKINSON SURVEY, ACRES 48.68	SHA Hays Consolidated ISD
R12600 : A0021 MILTON B ATKINSON SURVEY, ACRES 50.11	GHA Hays County
R70073 : ABS 14 JOHN STUART SURVEY 20.00 AC	PCC Plum Creek Conservation District
R70300 : A0263 JOHN JONES SURVEY, ACRES 111.6283	WPC Plum Creek Groundwater District
R70301 : ABS 263 JOHN JONES SURVEY 1.00 AC GEO#90602151	RSP Special Road Dist

PAYMENT SUMMARY

R11514 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0014-0078-00000-2

Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	7,880.00	0.077000	6.07	6.07	0.00	0.00	6.07
2007 SHA	7,880.00	1.461300	115.15	115.15	0.00	0.00	115.15
2007 GHA	7,880.00	0.371400	29.26	29.26	0.00	0.00	29.26
2007 PCC	7,880.00	0.017800	1.40	1.40	0.00	0.00	1.40
2007 WPC	7,880.00	0.018000	1.42	1.42	0.00	0.00	1.42
2007 RSP	7,880.00	0.086000	6.78	6.78	0.00	0.00	6.78
Total Payment for Property R11514							160.08

R12599 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0009-00000-2

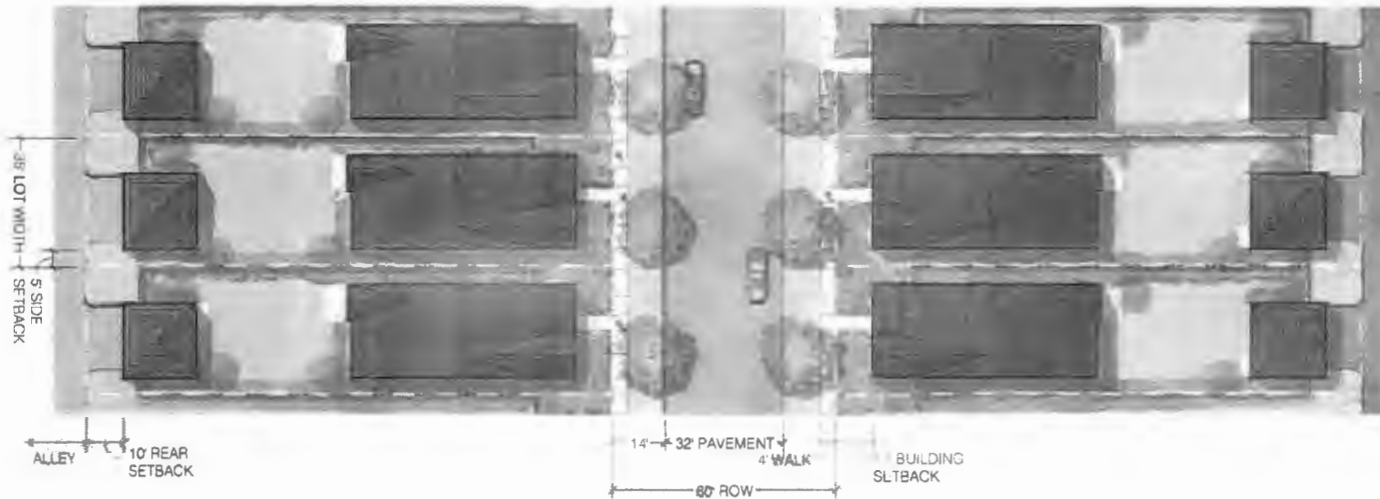
Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	9,850.00	0.077000	7.58	7.58	0.00	0.00	7.58
2007 SHA	9,850.00	1.461300	143.94	143.94	0.00	0.00	143.94
2007 GHA	9,850.00	0.371400	36.59	36.59	0.00	0.00	36.59
2007 PCC	9,850.00	0.017800	1.75	1.75	0.00	0.00	1.75
2007 WPC	9,850.00	0.018000	1.77	1.77	0.00	0.00	1.77
2007 RSP	9,850.00	0.086000	8.47	8.47	0.00	0.00	8.47
Total Payment for Property R12599							200.10

R12600 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0010-00000-2

Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	10,140.00	0.077000	7.81	7.81	0.00	0.00	7.81
2007 SHA	10,140.00	1.461300	148.18	148.18	0.00	0.00	148.18
2007 GHA	10,140.00	0.371400	37.66	37.66	0.00	0.00	37.66
2007 PCC	10,140.00	0.017800	1.80	1.80	0.00	0.00	1.80
2007 WPC	10,140.00	0.018000	1.83	1.83	0.00	0.00	1.83
2007 RSP	10,140.00	0.086000	8.72	8.72	0.00	0.00	8.72
Total Payment for Property R12600							206.00

EXHIBIT C
PLAN VIEW AND STREET SCAPE ILLUSTRATIONS



KYLE, TEXAS

FEBRUARY 26, 2019

CASSETTA RANCH

TYPICAL STREET PLAN - 35' LOTS

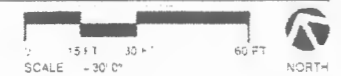




PHOTO
STUDIO

KYLE, TEXAS

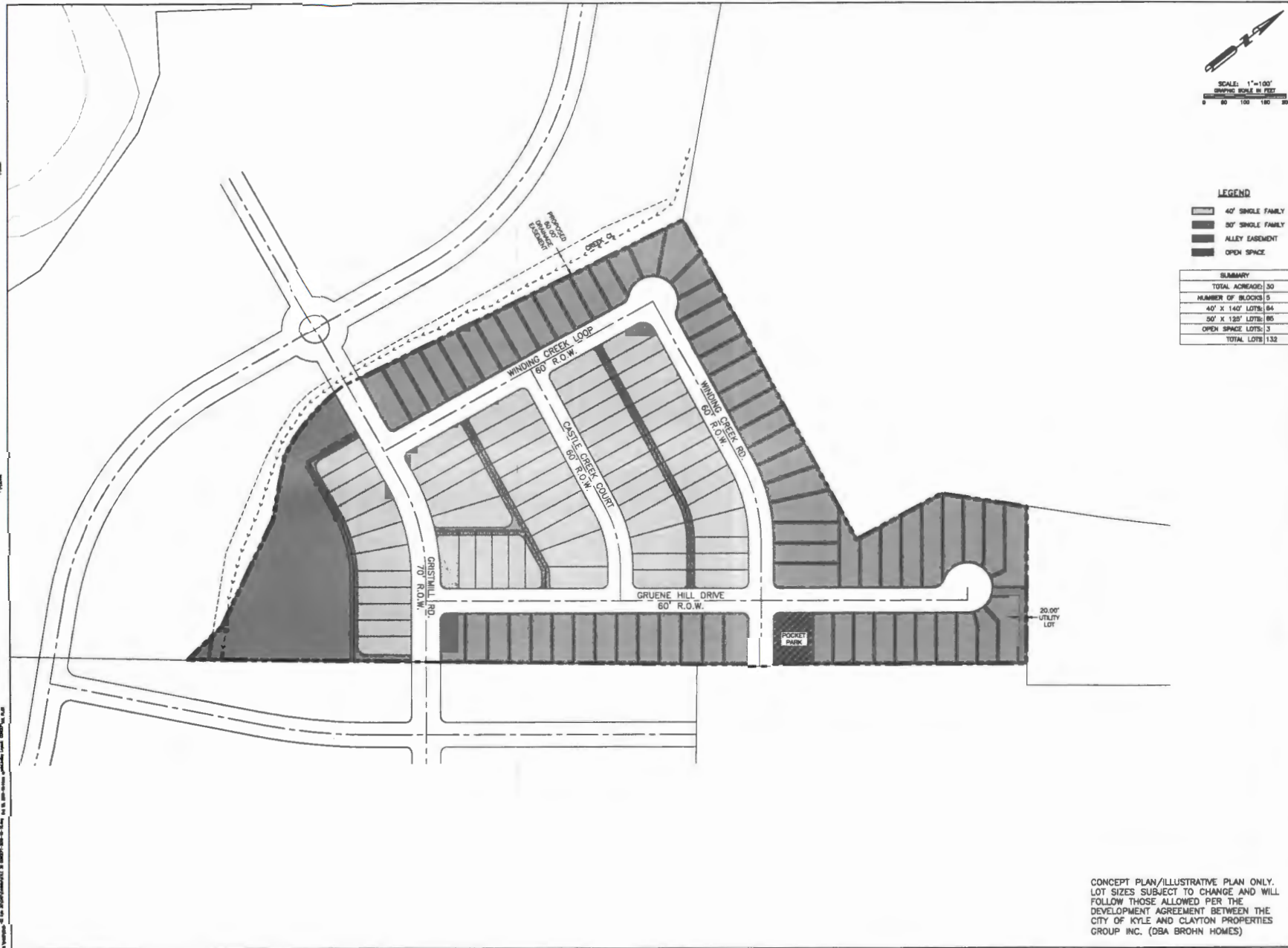
CASSETTA RANCH

TYPICAL STREET VIEW - 35' LOTS

FEBRUARY 20, 2019



EXHIBIT D
CONCEPT PLAN



DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.E.P.E. FIRM REGISTRATION # F-8995
AND LICENSED UNDER THE TEXAS PROFESSIONAL ENGINEERING ACT

KYLE 30
CONCEPTUAL PLAN

This document is submitted for the purpose of being recorded in the public records of the City of Kyle, Texas. It is not to be used for any other purpose without the written consent of the City of Kyle, Texas.

REVISIONS

DATE

1

5119-02

EXHIBIT E
WALTON LINE

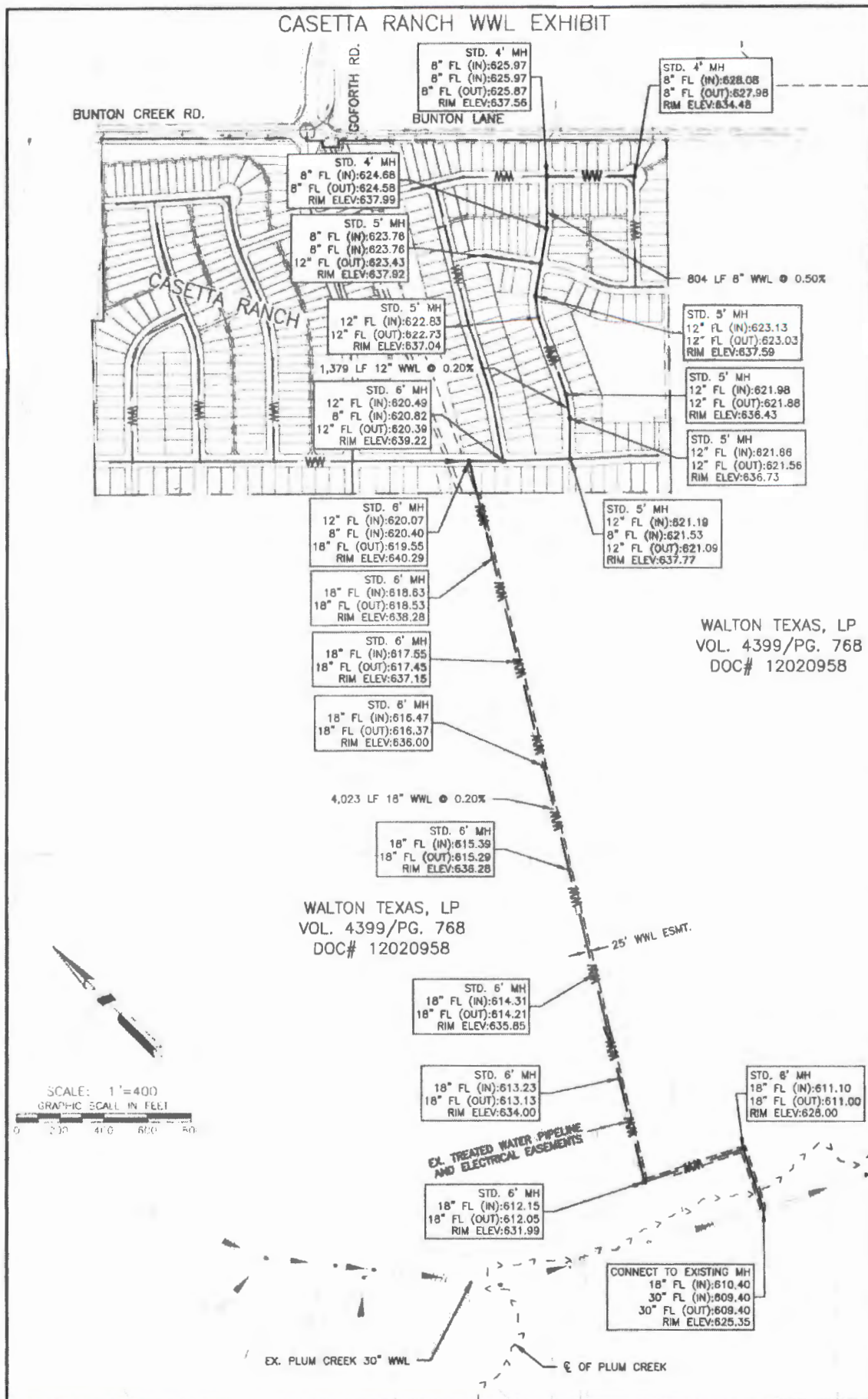


EXHIBIT F

(a) In the event that the City authorizes oversizing of a water line, the Developer shall solicit private bids for the Water Line Project based on the City Engineer-approved design, plans and specifications for the Water Line Project, and recommend the lowest qualified bidder/contractor to the City. The Water Line private bids will be stated or quoted with alternate bids being required for a water line sized to serve the Project as required by the City Code (“**Alternate #1**”) and the size water line required by the City (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project.

(b) Prior to bidding the Water Line Project, the Developer shall provide the City Engineer and the purchasing agent with a copy of the documents soliciting the bids. Within seven (7) business days, the City Engineer will review the description of the Project for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(c) After bids are solicited, the Project Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and shall notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer shall cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c), or submit the bid to the City Council for approval.

(d) The Reimbursable Costs for the Water Line Project, which shall be:

- (1) the difference between the dollar amount of the approved bid for Water Line Project Alternate #1 and the dollar amount of the approved bid for Water Line Project Alternate #2; and

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) It is estimated that the Reimbursable Costs for the Water Line Project will be less than \$50,000. In the event that the difference between Alternate #2 and Alternate #1 exceeds \$50,000, the Parties shall confer to determine whether (i) the Water Line Project should be rebid; (ii) there is a lawful exception to publicly bidding the Water Line Project; or (iii) the Water Line Project should be bid in accordance with Chapter 252, Texas Local Gov’t Code, and thereafter the Parties shall work in good faith to cause the Water Line Project to be rebid and this Addendum amended, if required.

(f) The City will pay for the Reimbursable Costs of the Water Line Project from any funds available from the City, including but not limited to water impact fees, either in a lump sum payment

or through water impact fee reimbursements from customers who connect to the water Line Project. The method of payment for the Reimbursable Costs of the Water Line Project shall be at the City's sole discretion.

EXHIBIT G

(a) This Exhibit shall govern City cost-participation in the oversizing of the Walton Line or another wastewater line in the Project. The Developer shall solicit private bids for the Wastewater Line Project based on the City Engineer-approved design, plans and specifications for the Wastewater Line Project, and recommend the lowest qualified bidder/contractor to the City. The Wastewater Line private bids will be stated or quoted with alternate bids being required for Wastewater line sized to serve the Project as required by the City Code (“**Alternate #1**”) and a Wastewater line in the size required by the City line (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line Project.

(b) Prior to bidding the Wastewater Line Project, the Developer shall provide the City Engineer and the purchasing agent with a copy of the documents soliciting the bids. Within seven (7) business days, the City Engineer will review the description of the Project for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(c) After bids are solicited, the Project Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and shall notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer shall cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c) or submit the bid to the City Council for approval .

(d) The Reimbursable Costs for the Wastewater Line Project, which shall be:

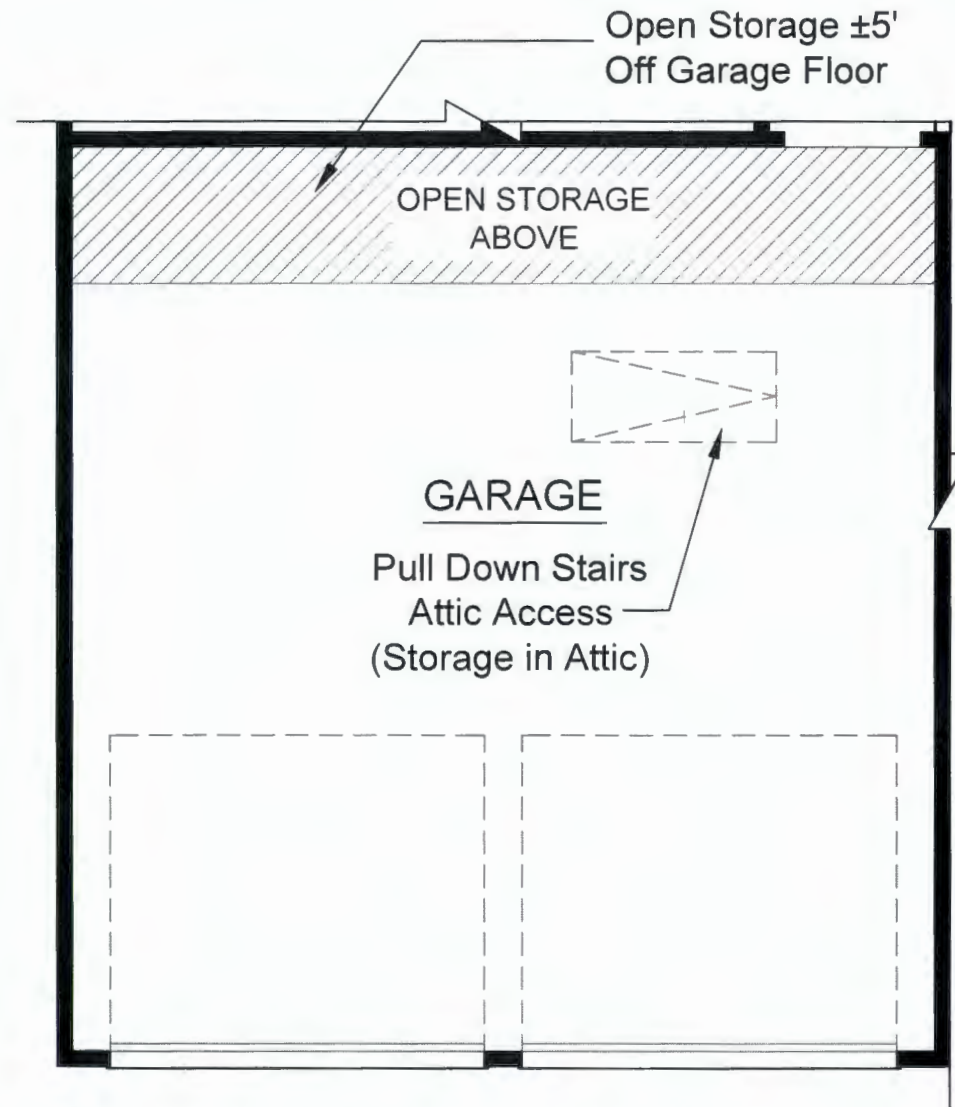
- (1) the difference between the dollar amount of the approved bid for Wastewater Line Project Alternate #1 and the dollar amount of the approved bid for Wastewater Line Project Alternate #2; and

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) It is estimated that the Reimbursable Costs for the Wastewater Line Project will be less than \$50,000. In the event that the difference between Alternate #2 and Alternate #1 exceeds \$50,000, the Parties shall confer to determine whether (i) the Wastewater Line Project should be rebid; (ii) there is a lawful exception to publicly bidding the Wastewater Line Project; or (iii) the Wastewater Line Project should be bid in accordance with Chapter 252, Texas Local Gov’t Code, and thereafter the Parties shall work in good faith to cause the Wastewater Line Project to be rebid and this Addendum amended, if required.

(f) The City will pay for the Reimbursable Costs of the Wastewater Line Project from any funds available from the City, including but not limited to wastewater impact fees, either in a lump sum payment or through wastewater impact fee reimbursements from customers who connect to the Wastewater Line Project. The method of payment for the Reimbursable Costs of the Wastewater Line Project shall be at the City's sole discretion.

EXHIBIT H
GARAGE STORAGE



① OPEN STORAGE @ GARAGE TYP.
A

**Location and Dimensions of Storage and Attic Access May Vary*

Item # 14

EXHIBIT I

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED TO THE CITY OF KYLE

WHEREAS, the City of Kyle, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "Property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a municipal service plan be adopted with the annexation ordinance;

WHEREAS, the Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements by the City are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the Property into the City;

WHEREAS, the Property will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, the City of Kyle, a home rule city situated in Hays County, Texas (the "City") and Clayton Properties Group, Inc. d/b/a Brohn Homes ("Developer") on _____ entered into that one certain Development Agreement ("Development Agreement") to which reference is made for all purposes;

NOW, THEREFORE, the following municipal services will be provided for the Property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to this Plan, the following municipal services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City volunteer fire fighting force and emergency services district with the limitations of water available. Radio response for Emergency Medical Services with the personnel serving the area and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned Agricultural District "A" with the intent to rezone the Property upon request of the landowner(s) or city staff. The Planning & Zoning Commission and the City Council will consider rezoning the Property at future times in response to requests submitted by the landowner(s) or requested by city staff.

(2) **Scheduled Municipal Services.** Depending upon the Property owner's plans and schedule for the development of the Property or redevelopment of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

- (i) In accordance with the Development Agreement.
- (ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site water lines and facilities (the "Water System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Water System, water service will be provided by the City utility department on the same terms, conditions and requirements as are

applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Water System will be accepted and maintained by the City in accordance with its usual policies. Requests for new water extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) In accordance with the Development Agreement.
- (ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

C. Maintenance of public streets and rights-of-way as appropriate as follows:

- (i) Except is set forth in the Development Agreement, the City will provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:
 - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
 - (B) Routine maintenance as presently performed by the City; and
 - (C) The Property owner(s) have specifically agreed that maintenance services will be of little benefit and will not be required or needed on the

Property, prior to the Property owner(s), its grantees, successors and assigns completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

(ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within, and adjacent to, the boundaries of the Property if dedicated and accepted, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the Property abut existing roadways. The Property owner(s) agree that no City improvements are required on such roadways to service the Property except as set forth in the Development Agreement. If the owner(s) develop the Property so as to impact abutting roadways pursuant to the City's subdivision regulation, the owner(s) agree to comply with such ordinances as set forth in the Development Agreement.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals above provided in (2)(A), (B) & (C), then in that event the owner(s) may request and obtain disannexation of the Property pursuant to this service plan; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of capital improvements shall be initiated after the effective date of the annexation as set forth in the Development Agreement: Water and wastewater facilities that are identified in the Development Agreement, as and when funded pursuant to the Development Agreement. Upon development of the Property or redevelopment, the landowner(s) will be responsible for the development costs the same as a developer or landowner in a similarly situated area under the ordinances in effect at the time of development or redevelopment, except as set forth in the Development Agreement. No additional capital improvements are necessary at this time to service the Property, except those specifically enumerated in the Development Agreement. The Property owner(s)

for itself, its grantees, successors, and assigns agree that no capital improvements are required to service the Property, except as set forth in the Development Agreement, the same as similarly situated properties already within the City.

(5) **Term.** If not previously expired under the term set out in state law, this service plan expires at the expiration of the Development Agreement.

(6) **Property Description.** The legal description and map of the Property are as set forth in Exhibit "A" that is attached to the Development Agreement to which this negotiated municipal service plan is attached as Exhibit "N".


THE STATE OF TEXAS

COUNTY OF HAYS

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

20030094 AGREEMENT

07/22/2020 03:01:17 PM Total Fees: \$270.00

 *Elaine H. Cardenas*

**Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas**



CITY OF KYLE, TEXAS

Acadian Ambulance

Meeting Date: 1/5/2021

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An Ordinance granting Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service, a franchise to provide non-emergency and rollover emergency ambulance services within the boundaries of the City of Kyle, Texas; providing an agreement prescribing conditions, terms, and regulations governing the operation of the non-emergency ambulance services; providing penalties for noncompliance with franchise. ~ *Jerry Hendrix, Chief of Staff*

- PUBLIC HEARING

Other Information: The current franchise agreement for Acadian Ambulance Services was approved on second reading on February 19th, 2019, and included a term of two years with an option to renew for an additional two years with council approval.

The attached ordinance will replace the existing agreement which expires in February 2021.

The term of two years and franchise fee of 3.5% in the existing franchise is also renewed in the attached ordinance.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Ordinance-Franchise_Agrmnt-Acadian_2021
- ☐ Acadian Fee Schedule
- ☐ Acadian Franchise Fee Payments
- ☐ Acadian Public Hearing Notice

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

RECITALS

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

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

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

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

WHEREAS, Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service ("Acadian"), has requested and desires to be granted a franchise from the City of Kyle for the purpose of providing non-emergency and roll-over emergency ambulance services originating or terminating within the boundaries of the City of Kyle or outside the boundaries of Kyle with a destination within the City of Kyle;

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

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

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

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

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

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

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

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, Local Gov’t Code.

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

PASSED AND APPROVED on First Reading the ____ day of January, 2021.

PASSED AND ADOPTED on Second Reading the ____ day of _____, 2021.

ATTEST:

The City of Kyle, Texas

Jennifer A. Vetrano, City Secretary

Travis Mitchell, Mayor

EXHIBIT “A”

ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, DBA ACADIAN AMBULANCE SERVICE FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF KYLE, TEXAS, a home rule city and political subdivision of the State of Texas (“City”) and ACADIAN COMPANIES DBA ACADIAN AMBULANCE SERVICE (“Acadian”).

RECITALS

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

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

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

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

Section 1 **Definitions**

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

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

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

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

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

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

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

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

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

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

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

Section 2

Contents of Application to Provide Non-Emergency Services

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

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

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

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

Section 4 **Term of Agreement**

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

Section 5 **Service Area**

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

Section 6 **Disclosure of Patient Information**

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

Section 7 **Minimum Standards for Non-Emergency Ambulance Franchisees**

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

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

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

Section 8 **Violations; Penalties**

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

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

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

Section 9

Default

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

Section 10

Majority vote

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

Section 11

State Permits and City Franchise Requirements

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

Section 12

Exemptions from Franchise Requirements

No franchise shall be required for:

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

medical services, or municipal EMS providers; or,

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

Section 13 **Franchise Fees to City**

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

Section 14 **Quarterly Reports**

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

Section 15 **Cessation of Activity upon Termination of Franchise**

1. Upon cancellation, suspension, or termination of Acadian's franchise, by actions taken by either the city council or Acadian, Acadian shall immediately cease operations that are granted under the franchise.
2. Upon revocation, suspension, or termination of a driver's license or attendant's certification or Emergency Medical Technician certificate, such attendant shall cease to drive an ambulance, perform service, or attend an ambulance under the direction or authority of Acadian.

3. Acadian shall not permit any individual whose license or credentials are invalid to drive an ambulance or provide medical care in conjunction with the ambulance operator.

Section 16

Rates and Charges to Patients or Customers

1. Acadian shall comply with the schedule of rates that Acadian has attached to this Agreement as EXHIBIT "B" and which is incorporated herein by reference. Acadian may amend the schedule of rates only upon the adoption of an ordinance approving said amendment.
2. On non-emergency calls, or calls where a person requires transportation to a non-emergency facility, collection for service (payment) may, at the option of Acadian, be made before the ambulance begins the trip.

Section 17

Insurance

Prior to providing any Ambulance Services in the City limits, Acadian will provide proof of insurance coverage in the types, forms and amounts required by state law and this Agreement. Failure to maintain such insurance through the term of this Agreement will be cause for termination of the franchise granted herein. Acadian shall be required to obtain and maintain in effect throughout the term of this Agreement a public liability insurance policy in an amount of not less than \$1,000,000. A copy of the insurance policy shall be filed with the City's finance director within 10 days of the grant of the franchise. Acadian shall not operate its service during any periods for which insurance lapses for any reason.

Section 18

Nondiscrimination

No individual shall be denied or subjected to discrimination in the receipt of services for activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Material violation of this provision shall be considered a default of this Agreement.

Section 19

Records, Reports

Acadian shall maintain the following records:

1. record of dispatch showing time call for transport was received, time ambulance dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base;
2. a trip record that shall be so designed as to provide the patient or customer with

a copy of it and that may serve as a receipt for any charges paid;

3. maintenance of a daily report log for the purpose of identifying all individuals transported in any given day;
4. daily driver and attendant checklist and inspection report which shall list contents and description of operations for each vehicle, signed by the individual verifying vehicle operations and equipment; and,
5. if private records are kept, including operational, vehicular maintenance, driver/attendant training certifications, insurance certifications, traffic compliance, accident records, financial, tax and related records, shall be open at any reasonable time for inspection and audit by the city manager or designee, or any professionally trained accountant/auditor; but Acadian may deem and mark certain materials as proprietary and confidential or protected by state or federal law, which may still be viewed by the city manager, designee or accountant/auditor representing the City but not disclosed to the general public unless a Texas Attorney General Ruling or court of competent jurisdiction so orders such a public release.

Section 20

Transfer and Assignment

This non-exclusive franchise Agreement and the rights, privileges, permissions, and authorities granted herein are personal to Acadian and cannot be sold, transferred, leased, assigned, or otherwise disposed without prior written approval from the City.

Section 21

Private Ambulance Services Personnel

Attendants and drivers employed by Acadian shall be:

1. at least eighteen (18) years of age;
2. a citizen of the United States;
3. licensed by the State of Texas to operate the vehicle occupied; and,
4. certified as having obtained any legally required training as may be required by any regulatory bodies having jurisdiction over the provision of private ambulance services to the general public.

Section 22

Indemnification

As a condition of the grant of this Agreement, and in consideration thereof, Acadian shall

defend, indemnify, and hold the City harmless against all claims for damages to persons, individuals or property by reason of its franchise operations, or any way arising out of performance under this Agreement, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of Acadian or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Acadian is by law responsible. This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Acadian and the City. In the event any claim is made against the City that falls under this indemnity provision, the City shall promptly but no later than five (5) business days, provide Acadian with a copy of the claim with a written notice that such is deemed to fall under this provision. Acadian shall then take over the defense of the claim with attorneys of its and/or its insurer's choosing. Acadian shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein Acadian has agreed by accepting this Agreement to indemnify and hold the City harmless, or to pay said settlement, final judgment, and costs, as the case may be, the City shall provide Acadian immediate written notice of such suit or proceeding, whereupon Acadian shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

Section 23

Compliance with Laws and Regulations

During the term of this Agreement, the City and Acadian agree they will comply with all applicable state, federal and local laws and regulations. Failure to comply on the part of Acadian may be grounds for the imposition of penalties or sanctions, including up to termination of this Agreement. Failure to comply on the part of the City may be grounds for Acadian to terminate this Agreement without prior consent or approval by the City.

Section 24

No Waiver; Cumulative Remedies

Acadian will not be excused from complying with any of the terms or conditions of this Agreement because of failure of the City, on one or more occasions, to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the City or Acadian to exercise, or delay in exercising, any right or remedy hereunder, nor will any single or partial exercise of any right or remedy preclude any other right or remedy. Acadian agrees that the City will have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the City, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this Agreement and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement will impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City will not release Acadian from its obligations or any liability under this

Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by Acadian. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, will be construed to excuse faithful performance by Acadian or limit the liability of Acadian for damages, either to the full amount of the posted security or otherwise.

Section 25 **Administration**

The city manager or designee will administer or direct the administration of this Agreement.

Section 26 **Notices**

Any notice, request, or demand which may be or is required to be given under this Agreement will be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:

Acadian Ambulance Service of Texas, LLC
D/B/A Acadian Ambulance Service
ATTN: Mr. Richard Zuschlag, CEO & Chairman of the Board
P. O. Box 98000
Lafayette, LA 70509-8000

CITY OF KYLE, TEXAS ("CITY"):

City of Kyle
ATTN: City Manager
100 W. Center Street
P.O. Box 40
Kyle, TX 78640
Fax: (512) 262-3987

Section 27 **Governing Law**

This Agreement will be deemed to be executed in the City of Kyle in the State of Texas, and will be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Texas, as applicable to contracts entered into, and to be performed entirely with this State.

Section 28 **Modification or Amendment**

This Agreement may not be modified, amended, or changed in any way unless such modification, amendment or change is approved by the city council, and the terms and conditions thereof expressed in a written document, signed by both parties.

Section 29
Entire Agreement

The preparation, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding by and between the City and Acadian. There are no further or other agreements or understandings, written or oral, in effect between the City and Acadian relating to the subject matter of this Agreement unless such agreements or understandings are expressly referred to and incorporated herein.

Section 30
Corporate Authority

The undersigned warrant that each has the requisite corporate authority to execute this Agreement and bind each party to the terms of this Agreement.

Section 31
Severability

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

Section 32
Effective Date

This Agreement shall be in full force and take effect from and after the date of the final passage or the ordinance in which the Agreement is incorporated and upon the signing and attesting of said Agreement as witnessed below.

THE CITY OF KYLE, TEXAS

By: _____
Travis Mitchell, Mayor

ATTEST:

Jennifer Vetrano, City Secretary

ACADIAN COMPANIES
D/B/A ACADIAN AMBULANCE SERVICE (“FRANCHISEE”)

By: _____
James Mayer
Title: _____

EXHIBIT “B”
ACADIAN SCHEDULE OF RATES
(SEE ATTACHED)

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	Texas	
	2021 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 1,804.00	January 1, 2021
ALS1 Emergency	1,321.00	January 1, 2021
ALS1 Non-Emergency	1,283.00	January 1, 2021
BLS Emergency	1,321.00	January 1, 2021
BLS Non-Emergency	868.00	January 1, 2021
Specialty Care Base	2,763.00	January 1, 2021
Ambulance Response, treatment without transport	287.00	January 1, 2021
<u>Mileage</u>		
Mileage - 0 - 50 miles	\$ 26.49 per mile	January 1, 2021
51 - 100 miles	26.49	January 1, 2021
101 and over	26.49	January 1, 2021
<u>Ancillaries</u>		
Airvo device	\$ 1,260.00	January 1, 2021
Airway Mgmt-Disposable Supplies	92.00	January 1, 2021
Bariatric Stretcher	374.00	January 1, 2021
BiPAP	1,260.00	January 1, 2021
Burn Sheet	67.00	January 1, 2021
Capnometer	131.00	January 1, 2021
C-Collar	92.00	January 1, 2021
CPAP devise with Manometer	340.00	January 1, 2021
Disaster Bag	425.00	January 1, 2021
Disposable BVM	171.00	January 1, 2021
Disposable Splint	29.00	January 1, 2021
Disposable Supplies/Environ. Protection	112.00	January 1, 2021
EKG Monitor	211.00	January 1, 2021
EKG Monitor-Disposable Supplies	29.00	January 1, 2021
EKG Monitor Pace Pads	261.00	January 1, 2021
EKG 12 Lead	211.00	January 1, 2021
Endotracheal Intubation	112.00	January 1, 2021
Extra Ambulance Attendant	309.00	January 1, 2021
Extra Unit Assistance Fee	309.00	January 1, 2021
EZ-IO Intraosseous Infusion - disposable needle	514.00	January 1, 2021
Glucose	29.00	January 1, 2021
IV Set Up/Disposables	112.00	January 1, 2021
IVAC Pump	211.00	January 1, 2021
King-LTD	81.00	January 1, 2021
Out of Service Area	211.00	January 1, 2021
Oxygen Mask/Set Up	206.00	January 1, 2021
O.B. Kit	131.00	January 1, 2021
Poison Antidote Kit	105.00	January 1, 2021
Pulse Oximeter	131.00	January 1, 2021
SAM Pelvic Sling II	92.00	January 1, 2021
Sterile Water	42.00	January 1, 2021

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Description

Suction Equipment
Throplex Chest Drainage System
Ventilator
Visidex Strip / Regeant Strip

Medication

Adenocard 12 mg
Amidate 2mg/ ml 20cc vial
Amiodarone
Aspirin
Atropine Sulfate
Benadryl
Calcium Chloride
Calcium Gloconte, 10%
Cardene 20mg (Nicardipine)
D5W 1,000 CC
Dextrose
Diltiazem
Dobutamine
Dopamine
Epinephrine
Epinephrine 30mg
Famotidine
Fentanyl
Glucagon
Heparin
Ipratropium Bromide
Ketamine Hcl, 10mg/ ml 20 ml vial
Labetalol
Lasix
Levetiracetam
Lidocaine
Lidocaine, 20%
Magnesium Sulfate
Mannitol, 20%
Metoprolol
Morphine Sulfate
Narcan, 2mg
Nitro Tab
Nitroglycerin Injection
Nitrol Ointment
Nitropress
Norepinephrine
Normal Saline 1,000 cc
Ondansetron
Oxymetazoline
Pitocin

Texas		
2021 Rates		
	Amount	Effective Dates
	29.00	January 1, 2021
	311.00	January 1, 2021
	1,260.00	January 1, 2021
	29.00	January 1, 2021
\$	92.00	January 1, 2021
	58.00	January 1, 2021
	62.00	January 1, 2021
	9.00	January 1, 2021
	62.00	January 1, 2021
	62.00	January 1, 2021
	62.00	January 1, 2021
	41.00	January 1, 2021
	323.00	January 1, 2021
	92.00	January 1, 2021
	70.00	January 1, 2021
	64.00	January 1, 2021
	30.00	January 1, 2021
	92.00	January 1, 2021
	62.00	January 1, 2021
	92.00	January 1, 2021
	9.00	January 1, 2021
	64.00	January 1, 2021
	311.00	January 1, 2021
	9.00	January 1, 2021
	62.00	January 1, 2021
	92.00	January 1, 2021
	92.00	January 1, 2021
	9.00	January 1, 2021
	9.00	January 1, 2021
	62.00	January 1, 2021
	70.00	January 1, 2021
	62.00	January 1, 2021
	18.00	January 1, 2021
	62.00	January 1, 2021
	13.00	January 1, 2021
	146.00	January 1, 2021
	9.00	January 1, 2021
	92.00	January 1, 2021
	62.00	January 1, 2021
	62.00	January 1, 2021
	66.00	January 1, 2021
	92.00	January 1, 2021
	64.00	January 1, 2021
	66.00	January 1, 2021
	9.00	January 1, 2021

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Description

Potassium Chloride
 Propofol, 1g
 Albuterol (Nebulizer always used)
 Ringers Lactate 1,000 cc
 Sodium Bicarbs, 8.4%
 Sodium Bicarbs, 4.2%
 Solu-Cortef
 Solu-Medrol 1 gram
 Succinylcholine 20 mg
 Tranexamic Acid
 Vecuronium
 Versed, 5mg/ ml 1 ml vial
 Zemuron 10 mg/ ml 10ml vial

Texas	
2021 Rates	
<u>Amount</u>	<u>Effective Dates</u>
18.00	January 1, 2021
53.00	January 1, 2021
62.00	January 1, 2021
112.00	January 1, 2021
70.00	January 1, 2021
41.00	January 1, 2021
110.00	January 1, 2021
92.00	January 1, 2021
9.00	January 1, 2021
98.00	January 1, 2021
66.00	January 1, 2021
47.00	January 1, 2021
92.00	January 1, 2021



Kyle, TX

Detail Report Account Detail

Date Range: 02/01/2019 - 12/29/2020

Account	Name				Beginning Balance	Total Activity	Ending Balance	
Fund: 1100 - General Fund								
1100-31500-411340		Ambulance Service Franchise			-863.16	-4,557.82	-5,420.98	
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
03/08/2019	CLPKT00038	R00000184		Acadian Ambulance Service Ambulance Se...			-92.04	-955.20
03/20/2019	CLPKT00042	R00000261		Miscellaneous Receipt Ambulance Service...			-122.33	-1,077.53
04/16/2019	CLPKT00060	R00000368		Acadian Ambulance Service, Inc Ambulanc...			-124.55	-1,202.08
05/17/2019	CLPKT00074	R00000473		Acadian Ambulance Service Ambulance Se...			-138.67	-1,340.75
06/21/2019	CLPKT00092	R00000666		Acadian Ambulance Service, Inc Ambulanc...			-299.17	-1,639.92
07/19/2019	CLPKT00154	R00001071		Acadian Ambulance Service Franchise June..			-233.19	-1,873.11
08/23/2019	CLPKT00203	R00002061		Acadian Ambulance Service Ambulance Se...			-301.87	-2,174.98
09/20/2019	CLPKT00244	R00002990		Acadian Ambulance Service Ambulance Se...			-184.83	-2,359.81
10/21/2019	CLPKT00276	R00003803		Acadian Ambulance Service Ambulance Se...			-256.82	-2,616.63
11/22/2019	CLPKT00321	R00004723		Acadian Ambulance Service Ambulance Se...			-225.62	-2,842.25
12/26/2019	CLPKT00358	R00005393		Acadian Ambulance Service Ambulance Se...			-286.71	-3,128.96
01/24/2020	CLPKT00402	R00006106		Acadian Ambulance Service, Inc. Ambulan...			-175.13	-3,304.09
02/29/2020	CLPKT00456	R00006794		Acadian Ambulance Service Ambulance Se...			-142.00	-3,446.09
03/31/2020	CLPKT00491	R00007647		Acadian Ambulance Service Ambulance Se...			-418.43	-3,864.52
04/30/2020	CLPKT00563	R00008065		Acadian Ambulance Service Ambulance Se...			-431.12	-4,295.64
05/31/2020	CLPKT00564	R00008308		Acadian Ambulance Service Ambulance Se...			-275.75	-4,571.39
06/30/2020	CLPKT00598	R00008878		Acadian Ambulance Service Ambulance Se...			-291.08	-4,862.47
07/31/2020	CLPKT00680	R00009317		Acadian Ambulance Service Ambulance Se...			-132.33	-4,994.80
08/31/2020	CLPKT00701	R00009600		Acadian Ambulance Service Ambulance Se...			-198.90	-5,193.70
10/31/2020	CLPKT00743	R00010337		Acadian Ambulance Service Ambulance Se...			-227.28	-5,420.98
Total Fund: 1100 - General Fund:					Beginning Balance: -863.16	Total Activity: -4,557.82	Ending Balance: -5,420.98	
Grand Totals:					Beginning Balance: -863.16	Total Activity: -4,557.82	Ending Balance: -5,420.98	

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
1100 - General Fund	-863.16	-4,557.82	-5,420.98
Grand Total:	-863.16	-4,557.82	-5,420.98

**NOTICE OF PUBLIC HEARING ON INTENTION TO GRANT A FRANCHISE TO
ACADIAN AMBULANCE SERVICE OF TEXAS, LLC**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF KYLE WILL CONVENE AT 7:00 P.M. ON THE 5TH DAY OF JANUARY, 2021, AND, DURING SUCH MEETING, THE CITY COUNCIL WILL CONDUCT A HEARING TO RECEIVE PUBLIC COMMENTS ON AN ORDINANCE GRANTING ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, D/B/A ACADIAN AMBULANCE SERVICE, A FRANCHISE TO PROVIDE NON-EMERGENCY AND ROLLOVER EMERGENCY AMBULANCE SERVICES WITHIN THE BOUNDARIES OF THE CITY OF KYLE, TEXAS; PROVIDING AN AGREEMENT PRESCRIBING CONDITIONS, TERMS, AND REGULATIONS GOVERNING THE OPERATION OF THE NON- EMERGENCY AMBULANCE SERVICES; PROVIDING PENALTIES FOR NONCOMPLIANCE WITH FRANCHISE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

THIS IS PLANNED AS A VIRTUAL MEETING TAKING PLACE AT [HTTPS://WWW.CITYOFKYLE.COM/KYLETV/KYLE-10-LIVE](https://www.cityofkyle.com/kyletv/kyle-10-live). SHOULD THE COVID-19 DISASTER BE REPEALED BETWEEN THE DATE OF THIS NOTICE AND THE DATE OF THE PUBLIC HEARING, THE LOCATION WILL BE AT KYLE CITY HALL, 100 W. CENTER STREET, KYLE, TX 78640. PLEASE CHECK THE AGENDA FOR THE PROPER LOCATION.

THIS NOTICE IS GIVEN PURSUANT TO SEC. 11.02 OF THE CHARTER OF THE CITY OF KYLE, TEXAS, WHICH REQUIRES THAT NO FRANCHISE OR PERMIT SHALL BE PASSED EXECPT ON TWO READINGS HELD AFTER A PUBLIC HEARING FOR WHICH TEN (10) DAYS NOTICE IS GIVEN.

AFTER THE CONCLUSION OF THE HEARING, THE CITY COUNCIL MAY CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE THE ORDINANCE GRANTING THE FRANCHISE.

JENNIFER VETRANO
CITY SECRETARY
CITY OF KYLE, TEXAS

DECEMBER 21ST, 2020



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 1/5/2021

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*

- COVID Testing and Vaccine
- Kyle Mass Food Distribution Event
- TIRZ Board Meeting
- Doctor Martin Luther King, Jr. Holiday

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 1/5/2021

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.
 - 1000 West RM 150 Utility Connection
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 Goldfish
 - Project Eburnean

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 1/5/2021

Date time: 7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available