

# CITY OF KYLE

## Notice of Regular City Council Meeting



<https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10 OR Call In: US: +1(800)3368975 Meeting ID: 743 645 1934

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on May 19, 2020, at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10 OR Call In: US: +1(800)3368975 Meeting ID: 743 645 1934, for the purpose of discussing the following agenda.

Posted this 15th day of May, 2020, prior to 5:00 p.m.

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

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

1. City Council Special Meeting Minutes - March 3, 2020. ~ *Jennifer Vetrano, City Secretary*
2. City Council Meeting Minutes - March 3, 2020. ~ *Jennifer Vetrano, City Secretary*
3. City Council Special Meeting Minutes - March 23, 2020. ~ *Jennifer Vetrano, City Secretary*
4. City Council Special Meeting Minutes - March 27, 2020. ~ *Jennifer Vetrano, City Secretary*
5. City Council Special Meeting Minutes - April 3, 2020. ~ *Jennifer Vetrano, City Secretary*
6. City Council Special Meeting Minutes - April 7, 2020. ~ *Jennifer Vetrano, City Secretary*
7. City Council Meeting Minutes - April 7, 2020. ~ *Jennifer Vetrano, City Secretary*
8. City Council Special Meeting Minutes - April 16, 2020. ~ *Jennifer Vetrano, City Secretary*

### **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.

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

#### **IV. Appointments**

10. Nominate and appoint qualified voter(s) to the Charter Review Commission.  
~ *Travis Mitchell, Mayor*
  - Louis Craig ~ *Mayor Travis Mitchell*
  - Brett Corwin ~ *Mayor Pro Tem Rick Koch*
  - Joe Ryan ~ *Council Member Dex Ellison*
  - David Vail ~ *Council Member Tracy Scheel*
  - Diane Hervol ~ *Council Member Robert Rizo*
  - Mark Trahan ~ *Council Member Alex Villalobos*
  - Sheila Henderson ~ *Council Member Michael Tobias*

#### **V. Presentation**

11. Memorial Day Proclamation. ~ *Robert Rizo, Council Member*
12. Kyle Food Giveaway. ~ *Robert Rizo, Council Member*
13. Task force update on Police Headquarters Construction. ~ *Jeff Barnett, Chief of Police*
14. Update on COVID-19, Local Orders, and Plans to reopen City Facilities.  
~ *Travis Mitchell, Mayor*
15. Kyle Community Survey 2020 Results. ~ *Tatum Troutt, Management Intern*
16. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

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

17. Authorize the Chief of Police to Execute and Accept a Grant Award on behalf of the Police Department from the Texas Office of the Attorney General in the Amount of \$3,700 for the purpose of acquiring software and supplies in support of the partnership with the Internet Crime Against Children (ICAC) Task Force Program. ~ *Jeff Barnett, Chief of Police*
18. A Resolution of the City Council of the City of Kyle, Texas accepting the Cool Springs Subdivision Phase II improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public

as required by law. ~ *Leon Barba, P.E., City Engineer*

19. Approve an amendment to the City Manager's contract to allow for any retirement contributions (TMRs) that exceed the maximum IRS compensation limit then such overage shall be deposited into a separate qualified retirement plan of City Manager's choosing. ~ *Sandra Duran, Director Human Resources/Paige Saenz, City Attorney*
20. Approve a Resolution of the City Council requesting the Texas Department of Transportation initiate the process to remove a portion of RM 967 and convey to the City of Kyle for future ownership of the right-of-way and maintenance. ~ *Leon Barba, P.E., City Engineer*
21. Authorize the City Manager, or his designee, to execute the Public Highway At-Grade Crossing Agreement with UNION PACIFIC RAILROAD COMPANY to make certain improvements at the Opal Lane Railroad Crossing. ~ *Leon Barba, P.E., City Engineer*

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

22. Reconsideration of prior Council action regarding the oak tree that sits on Stagecoach Road. ~ *Robert Rizo, Council Member*
23. Approve a contract with Buie & Company in a base amount not to exceed \$75,000, for the purpose of providing community education and engagement for the November bond election for a proposed City of Kyle Police facility. ~ *Police Facility Task Force*
24. *(First Reading)* An Ordinance of the City of Kyle, Texas, (“City”) providing for utilities to be installed underground; and providing for related matters. ~ *James R. Earp, Assistant City Manager*
25. Consider a request for a waiver from Fiberlight, LLC for to place fiber on the existing PEC poles east along Kohlers Crossing/CR171 from about 850 ft east of the railroad tracks to the intersection of County Rd 210, about 2,958 ft. ~ *J. Scott Sellers, City Manager*
26. *(First Reading)* Approve an Ordinance of the City of Kyle, Texas, zoning for traffic and rate of speed therein, on FM150 (Center Street) from Rebel Drive to Front Street in the city limits of Kyle; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; and with a saving clause repealing conflicting laws. ~ *Leon Barba, P. E., City Engineer*
27. Discussion regarding Fajita Festival, Pie in the Sky, and other 2020 events. ~ *Travis Mitchell, Mayor*
28. Discussion and Possible Action to Create a City Council/ Staff Task Force

## **VIII. Executive Session**

29. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
    - National Sign Plazas
    - Public/Private Easements/Notifications to Property Owners
    - Flooding concerns in Bunton Creek Village and Park Place
    - Chapter 245 Development Agreement
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
    - Project Just Peachy
  
30. Take action on items discussed in Executive Session.

## **IX. Adjourn**

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

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



# CITY OF KYLE, TEXAS

## 2020 0303 Special Minutes

Meeting Date: 5/19/2020

Date time: 7:00 PM

**Subject/Recommendation:** City Council Special Meeting Minutes - March 3, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2020 0303 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on March 3, 2020 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Director  
Jennifer Vetrano, City Secretary  
Diana Torres, Economic Dev Director  
Mariana Espinoza, PARD Director  
Adrian Gooden, IT Technician

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

Mayor Pro Tem Koch called the meeting to order at 6:02 p.m. Mayor Pro Tem Koch asked the city secretary to call roll.

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

Mayor Mitchell arrived late at 6:06 p.m.

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

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

### **III. Executive Session**

1. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
    - Green Trails HOA
    - 104 S. Burlinson Street
    - Transportation Agreement
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.

3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - 104 S. Burlison Street

Council Member Scheel read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Green Trails HOA, 104 S. Burlison Street, Transportation Agreement; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - 104 S. Burlison Street.”

The City Council convened into executive session at 6:03 p.m. Mayor Mitchell arrived at 6:06 p.m. and entered into executive session.

2. Take action on items discussed in Executive Session.

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

The City Council reconvened into open session at 7:03 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

#### **IV. Adjourn**

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

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

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary



# CITY OF KYLE, TEXAS

2020 0303 Minutes

Meeting Date: 5/19/2020  
Date time:7:00 PM

**Subject/Recommendation:** City Council Meeting Minutes - March 3, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2020 0303 DRAFT Regular Minutes



## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on March 3, 2020 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Michael Kloss
Mayor Pro Tem Rick Koch	Brian Ziegler
Council Member Dex Ellison	
Council Member Tracy Scheel	
Council Member Robert Rizo	
Council Member Alex Villalobos	
Council Member Michael Tobias	
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Paige Saenz, City Attorney	
Jerry Hendrix, Chief of Staff	
Samantha Armbruster, Comm. Dir.	
Jennifer Vetrano, City Secretary	
Leon Barba, City Engineer	
Yvonne Gil-Vallejo, Project Manager	
Diana Torres, Economic Dev Director	
Lauren Lyons, Economic Dev Coordinator	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Adrian Gooden, IT Technician	
Paul Phelan, Library Director	
Jesus Hernandez, Library Assistant	
Judy Thomas, Library Assistant	
Lily Coy-Johnson, Library Assistant	
Briseida Torres, Library Assistant	
Cara Waits, Assistant Library Director	
Joel Ysla, Library Assistant	
Sandra Bailey, Library Assistant	
Michael Lynch, Library Assistant	
Mariana Espinoza, PARD Director	
Howard Koontz, Community Dev Director	
Jeff Barnett, Chief of Police	
Harper Wilder, Director of Public Works	

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

Mayor Mitchell called the meeting to order at 7:04 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 Ellison, Council Member Scheel, Council Member Rizo, Council Member Villalobos, and Council Member Tobias. A quorum was present.

## **II. Approval of Minutes**

1. City Council Meeting Minutes - October 1, 2019. ~ *Jennifer Vetrano, City Secretary*
2. City Council Special Meeting Minutes - October 4, 2019. ~ *Jennifer Vetrano, City Secretary*
3. City Council Special Meeting Minutes - October 8, 2019. ~ *Jennifer Vetrano, City Secretary*
4. City Council Special Meeting Minutes - October 15, 2019. ~ *Jennifer Vetrano, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Mayor Mitchell moved to approve the minutes of the October 1, 2019 Council Meeting, the minutes of the October 4, 2019 Special Council Meeting, the minutes of the October 8, 2019 Special Council Meeting, and the minutes of the October 15, 2019 Special Council Meeting. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

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

Mayor Mitchell opened citizen comments at 7:05 p.m.

Michael Kloss was called to speak as registered. He recommended a get Kyle clean and keep Kyle clean initiative. He spoke about how the program would be designed. He spoke about the location, in the area of Gregg-Clarke Park, Wallace Middle School, and along Center Street and Stagecoach.

Diana Torres, Director of Economic Development, introduced her new staff member, Lauren Lyons.

Mayor Mitchell, without objections, suspended the Rules of Council, to open up for Council commentary.

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

## **IV. Appointments**

5. Appointments to the Economic Development & Tourism Board. ~ *Diana Torres, Director of Economic Development*
  - Eddie Brown
  - Colby Machaud (re-appointment)

Mayor Mitchell brought forward Item No. 5 for discussion. Mr. Brian Ziegler, Chair of the Economic Development and Tourism Board presented the item. Council Member Villalobos left the dais at approximately 7:16 p.m. and did not return.

Council Member Scheel moved to approve the appointment of Eddie Brown and the reappointment of Colby Machaud to the Economic Development & Tourism Board. Council Member Rizo seconded the motion.

There was discussion on the motion. Mayor Mitchell stated that Mr. Machaud has been on the board for three years now, and he thanked Mr. Brown for his willingness to serve.

All votes aye; motion carried 6-0. Council Member Villalobos was absent for the vote.

#### **V. Presentation**

6. TMLDA Award. ~ *Paul Phelan, Director of Library Services*

Mayor Mitchell brought forward Item No. 6 for discussion. Mr. Phelan presented the item. No action was taken.

7. Heroes Memorial Park Update. ~ *Dex Ellison, Alex Villalobos, and Robert Rizo, Council Members*

Mayor Mitchell brought forward Item No. 7 for discussion. Council Member Ellison presented the item along with Council Member Rizo. No action was taken.

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

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

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

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

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

Mayor Mitchell asked if there were any items to be pulled from the Consent Agenda. There were none. Mayor Mitchell brought forward Item Nos. 10, 11, 12, and 13.

10. Approve a professional services agreement with BURGESS & NIPLE, INC., Austin, Texas, in an amount not to exceed \$981,560.00 to provide construction phase services for the City's wastewater treatment plant expansion project. ~ *Leon Barba, P.E., City Engineer*

11. Approve Amendment No. 8 to ESPEY CONSULTANTS, INC. dba RPS, Austin, Texas, in the amount of \$99,209.85 for a total contract amount not to exceed \$931,000.85 for additional engineering services associated with the Southside Wastewater Improvements Project. ~ *Leon Barba, P.E., City Engineer*

12. Approve amendment No. 2 to STATESIDE RIGHT OF WAY SERVICES, LLC., Fort Worth, Texas, in the amount of \$18,000.00 for a total contract amount not to exceed \$67,000.00 for acquiring easements associated with the Southside Wastewater Improvements Project. ~ *Leon Barba, P.E., City Engineer*

13. Approve Plum Creek Phase 1, Section 11-I Final Plat (SUB-19-0100) 9.049 acres; 2 lots located on the northwest corner of FM 1626 and Vaughn Drive. ~ *Howard J. Koontz, Director of Planning and Community Development*

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

Council Member Ellison moved to approve Consent Agenda Item Nos. 10, 11, 12, and 13. Council Member Scheel seconded the motion. All votes aye; motion carried 6-0. Council Member Villalobos was absent for the vote.

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

14. Consider a subdivision waiver request from EVO Entertainment for Section 41-136(b) to allow certain commercial lots to not have public street frontage. ~ *Howard J. Koontz, Director of Planning and Community Development*

Mayor Mitchell brought forward Item No. 14 for discussion. Mr. Koontz presented the item.

Council Member Scheel moved to approve a subdivision waiver request from EVO Entertainment for Section 41-136(b) to allow certain commercial lots to not have public street frontage. Council Member Rizo seconded the motion.

There was discussion on the motion. Mayor Mitchell asked whether there are other similar situations. Mr. Koontz affirmed, and stated that it is customary and usual to have pad sites such as this one. Council Member Ellison asked Mr. Koontz for clarification regarding his analysis that mentions EVO being overparked. Mr. Koontz explained the City of Kyle standard being formulated two different ways saying that some requirements were through the zoning district and some by use. He talked about the minimum and maximum spots allowed and said EVO has more parking than allowed. Discussion took place concerning parking structures. Council Member Ellison mentioned wanting the city to move toward more permeable parking structures in the future. Mr. Koontz mentioned existing provisions in the city's impervious surface Ordinance as it relates to parking.

All votes aye; motion carried 6-0. Council Member Villalobos was absent for the vote.

15. Consider and possible action to direct staff to initiate certain sign code amendments. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 15 for discussion and presented the item.

Mayor Mitchell moved to direct staff to initiate certain sign code amendments as discussed in this meeting and appoint Council Member Scheel and Mayor Mitchell to work with staff through the process. Council Member Scheel seconded the motion.

There was discussion on the motion. Mayor Pro Tem Koch requested to be included on the committee. Mayor Mitchell said he would like to make a friendly motion to amend the original motion to include Mayor Pro Tem Koch on the committee. There were no objections.

All votes aye; motion carried 6-0. Council Member Villalobos absent for the vote.

City Manager's Report: A Software glitch caused the City Manager's report to be omitted from the agenda. After approval from the City Attorney, it was verified that a report of upcoming social events would be acceptable. Mr. Sellers reported this Saturday would be the Great River Cleanup starting at 8:30 a.m. at Waterleaf Park and is part of the Keep Kyle Beautiful campaign. He said the following Saturday is Pi Day (March 14). He did not have specifics, but it will be from 12:00 p.m. - 6:00 p.m. downtown along the square. He mentioned there would be a model train exhibit at the Train Depot and activities on the square. Jerry Hendrix mentioned that certified vendors will be there as well.

Mr. Sellers stated that it had been discussed to not have a meeting on Spring Break, but there are quite a few items that need to be discussed. Discussion took place about having a Special meeting the week prior or push the process. Council Member Rizo requested the agenda to be prepared early.

### **VIII. Executive Session**

16. 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.
  - Green Trails HOA
  - 104 S. Burleson Street
  - Transportation Agreement
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - 104 S. Burleson Street

There was no executive session.

17. Take action on items discussed in Executive Session.

### **IX. Adjourn**

Council Member Ellison moved to adjourn. Council Member Rizo seconded the motion. All votes aye; motion carried 6-0. Council Member Villalobos absent for the vote.

With no further business to discuss, the City Council adjourned at 8:00 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary



# CITY OF KYLE, TEXAS

## 2020 0323 Special Minutes

**Meeting Date: 5/19/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - March 23, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2020 0323 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on March 23, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 149 858 5592 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Director  
Paige Saenz, City Attorney  
Jennifer Vetrano, City Secretary  
Perwez Moheet, Finance Director  
Matt Dawson, IT Director  
Howard Koontz, Community Dev Director  
Jeff Barnett, Chief of Police

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

Mayor Pro Tem Koch called the meeting to order at 4:08 p.m. Mayor Pro Tem Koch asked the city secretary to call roll.

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

Mayor Mitchell and Council Member Villalobos were absent. Mayor Mitchell arrived at 4:54 p.m.

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

1. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800)3368975 Meeting ID: 149 858 5592 to register for citizen comments.

Mayor Pro Tem Koch opened citizen comments at 4:09 p.m. With no one wishing to speak, Mayor Pro Tem Koch closed citizen comments at 4:09 p.m.

### **III. Consider and Possible Action**

2. Emergency Ordinance: An Ordinance of the City of Kyle, Texas Continuing a Disaster Declaration for the City of Kyle and Providing for a Penalty and Enforcement. ~ *Travis Mitchell, Mayor*

Mayor Pro Tem Koch brought forward Item No. 2. Mr. Sellers presented items 2, 3, and 4 simultaneously. Mayor Mitchell entered the meeting at 4:54 p.m.

Mayor Pro Tem Koch moved to approve an amendment to Item No. 2, the Emergency Ordinance, with may be terminated prior to 120 days by order of the Mayor or City Council. Council Member Rizo seconded the motion. All votes aye; motion carried 6-0.

Mayor Pro Tem Koch moved to approve Agenda Item No. 2 Emergency Ordinance as written with the approved amendment. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Ellison stated that with some of the shelter-in-place initiatives, Council is not doing the most it can do to really flatten the curve as the experts have been saying. He is on board with the mayor bringing forward more orders as necessary. He wants to be supportive and will vote for it but does not think it goes far enough. Council Member Rizo spoke about Travis County's shelter in place, which that county has more cases than Hays County. He stated in the coming hours, Council will need to figure out what to do. He is weighing every option in his mind thinking about what is best to keep everyone safe. He wants to pass this ordinance and pass along that this is in the best interest of the City. Council Member Tobias stated that the bottom line is to keep the citizens safe. He continued that information is coming in hour by hour and so what they are doing can change in 30 minutes, or an hour, or later tonight. He stated that the public wants to know where they can shop, what they are allowed to attend as to medical facilities, how long are daycares going to be closed, etc. He stated that we are all in this together. They must make decisions based on the information they have before them. Mayor Mitchell mentioned his work with judges, other mayors and retail partners and their initiatives. Council Member Ellison stated that he is always happy to get more information. He spoke about there not being enough testing available. He would like to know more on what the county is doing on testing, drive thru testing, testing masses of people. City Attorney Saenz mentioned taking a vote on this item before the update.

All votes aye; motion carried 6-0.

Council discussion continued with Mayor Mitchell providing an update on the initiatives he and other local officials have been working on.

3. Ratify Mayor's Temporary Order to close day care facilities. ~ *Travis Mitchell, Mayor*

Mayor Pro Tem Koch brought forward Item No. 3 for discussion.

Mayor Pro Tem Koch moved to approve Item No. 3 as written. Council Member Scheel seconded the motion.

There was discussion on the motion. Council Member Ellison stated that in the discussion with the mayor, in consideration of employees that are considered essential, was there any data collected on percentage of Kyle residents in those particular industries and impact on childcare for those individuals. Mayor Mitchell spoke about the Kyle Police Department, which was estimated at 5% of essential staff with difficulties related to closure of daycare but would remain at 100% staffed during this time. He also spoke with the CEO of Kyle ER who stated that while there may be difficulties, they would remain 100% staffed. Additionally, he spoke with some retail locations, which described the closure as providing difficulties, but that they too could remain available and open to provide services. He spoke about the ability to put together childcare if it became necessary, but his focus remains on stopping the spread of the virus. Council Member Ellison



commended Mayor Mitchell on his leadership not just for the City, but for the region with regards to the stressful decisions he has been faced with, his forthcoming with social media videos and information. Council Member Ellison then continued regarding the lack of definition for essential and non-essential businesses. He mentioned that without stating what is essential and what is not, the City cannot adequately assess the needs for daycare. He wanted to make clear that he is not opposed to this advanced measure.

All votes aye; motion carried 6-0.

**IV. Public notice is hereby given pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, of the following imminent threat to public health and safety or reasonably unforeseeable situation necessitating this emergency addition to the agenda: Because of the potential for loss of life and property to the residents of the City resulting from the introduction, transmission, spread or imminent threat of the same of the Coronavirus disease 2019 (also known as COVID-19), an emergency, urgent public necessity and imminent threat to public health and safety exists that requires**

4. Supplemental Notice of Emergency Agenda Item. ~ *Paige Saenz, City Attorney*

An Ordinance Adopted Pursuant to Section 122.006, Texas Health and Safety Code Requiring Gas Stations to Maintain One Door Open During Business Hours; Requiring the Posting of the Order Requiring Such Doors to Remain Open; Declaring an Emergency; Ratifying, Confirming, and Approving the Mayor's Order Number Two and the Actions Taken by the Mayor and Staff Pursuant to Such Order Requiring Gas Station Doors to Remain Open; Providing a Penalty of \$2000; and Providing for Related Matters

Mayor Pro Tem Koch brought forward Item No. 4 for discussion. Mayor Mitchell presented the item.

Council Member Rizo moved to approve Item No. 4 as written. Council Member Tobias seconded the motion. All votes aye; motion carried 6-0.

**V. Adjourn**

Council Member Rizo thanked the mayor and council for all the work they have done, and the calls they have taken. He is proud of the work of Council and the mayor, with one goal to keep everyone safe.

There was no motion to adjourn, but a vote was held. All votes aye; motion carried 6-0.

With no further business to discuss, the City Council adjourned at 5:52 p.m.

Attest:

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Jennifer A. Vetrano, City Secretary

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Travis Mitchell, Mayor



# CITY OF KYLE, TEXAS

## 2020 0327 Special Minutes

**Meeting Date: 5/19/2020**

**Date time: 7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - March 27, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ 2020 0327 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on March 27, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 149 612 5276 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Jennifer Vetrano, City Secretary  
Leon Barba, City Engineer  
Kathy Roecker, SWMP Administrator  
Perwez Moheet, Finance Director  
Sandra Duran, HR Director  
Matt Dawson, IT Director  
Mariana Espinoza, PARD Director  
Howard Koontz, Community Dev Director  
Jeff Barnett, Chief of Police

Lila Knight  
Peter Parcher

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

Mayor Pro Tem Koch called the meeting to order at 2:06 p.m. Mayor Pro Tem Koch asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Scheel, Council Member Rizo, Council Member Villalobos, and Council Member Tobias. A quorum was present. Council Member Ellison was absent, but he arrived at 2:17 p.m.

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

1. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800)3368975 Meeting ID: 149 612 5276 to register for citizen comments.

Mayor Pro Tem Koch opened citizen comments at 2:07 p.m.

Lila Knight was called to speak as registered. She thanked Council for their service during this difficult time. She mentioned she was sheltering at her home. Ms. Knight thanked all of the Council and Staff for all they have been doing to keep the Citizens safe. She is proud of Kyle for being proactive instead of reactive. She asked the Council to ponder the difference between distancing and isolation. She stated our mental health should not be ignored. She stated that social behavior can only be changed by educating Citizens. She said everyone on Council has done a good job.

She mentioned that information is power. Ms. Knight said to take the time to take care of yourselves, your family and friends.

Peter Parcher was called to speak as registered. He echoed Ms. Knight's comments. He stated that he is proud of the Mayor, Council and KPD for showing solidarity. He feels good being in the City of Kyle, with everyone working together despite their differences. He stated for Council to keep making the hard decisions that some people might not like. He gave his heartfelt appreciation.

Mayor Pro Tem Koch stated that Staff has been amazing. Council is working so hard, and the decisions are really tough. He stated that he appreciates the Council taking these decisions on.

With no one else wishing to speak, Mayor Pro Tem Koch closed citizen comments at 2:12 p.m.

### **III. Consider and Possible Action**

2. Ratify Mayor's Temporary Order No. 3 regarding Gas Station Measures. ~ *Travis Mitchell, Mayor*

Mayor Pro Tem Koch brought forward Item No. 2 for discussion. Mayor Mitchell presented the item.

Mayor Pro Tem Koch moved to ratify and approve Mayor's Temporary Order No. 3 regarding Gas Station Measures. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Scheel asked about the amendment as discussed regarding allowing self-sanitizer and gloves. Mayor Mitchell stated that some people may be more comfortable administering hand sanitizer themselves. He asked City Attorney Saenz for her advice with regards to the language within the order. Ms. Saenz provided language, "Customers may sanitize their hands using the hand sanitization station or their own hand sanitizer in the presence of the attendant, or by putting on gloves before entering the store." Mayor Mitchell spoke about his issues with gloves, people wearing gloves. Council member Rizo stated that people wearing gloves may have a false sense of protection. Mayor Mitchell stated he is fine leaving the gloves out. Several Council Members were in agreement.

Mayor Mitchell moved to amend the motion to add the language provided by City Attorney Saenz, "The order will be change to add, Customers may sanitize their hands using the sanitization station or their own hand sanitizer in the presence of the attendant. That would be a change to change to section 2.4. Then she continued, "Customers are also required to sanitize their hands at either the hand sanitation station or with their own hand sanitizer upon entry." She mentioned the change would be to Subsection B. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 6-0. City Secretary Vetrano stated that Council Member Ellison has joined on the call, so the vote may be declared 7 - 0. Mayor Pro Tem Koch stated the vote is 7-0.

All votes aye; motion carried 7-0.

3. Authorize the City Manager and Mayor to execute a professional management services agreement with LANGFORD COMMUNITY SERVICES, INC., Leander, Texas in an amount not exceed \$209,861.17 for environmental, right-of-way acquisition services (excluding land

costs), construction reporting, and financial documentation services necessary for the Windy Hill Road at Richmond Branch improvement project. ~ *Leon Barba, P. E., City Engineer*

Mayor Pro Tem Koch brought forward Item No. 3 for discussion. Mr. Barba presented the item.

Council Member Scheel moved to authorize the City Manager and Mayor to execute a professional management services agreement with LANGFORD COMMUNITY SERVICES, INC., Leander, Texas in an amount not exceed \$209,861.17 for environmental, right-of-way acquisition services (excluding land costs), construction reporting, and financial documentation services necessary for the Windy Hill Road at Richmond Branch improvement project. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 7-0.

4. Consider and possible action to approve a Resolution regarding requirements for participation in the Texas Community Development Block Grant (TxCDBG) Program and reimbursement of funding from the Texas General Land Office grant amount authorized for Windy Hill at Richmond Branch project. ~ *Leon Barba, P.E., City Engineer*

Mayor Pro Tem Koch brought forward Item No. 4 for discussion. Mr. Barba presented the item.

Mayor Pro Tem Koch moved to approve a Resolution regarding requirements for participation in the Texas Community Development Block Grant (TxCDBG) Program and reimbursement of funding from the Texas General Land Office grant amount authorized for Windy Hill at Richmond Branch project. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

**IV. Public notice is hereby given pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, of the following imminent threat to public health and safety or reasonably unforeseeable situation necessitating this emergency addition to the agenda:**

5. Discuss and consider authorizing the appropriation and use of \$10,000 for food vouchers. ~ *Rick Koch, Mayor Pro Tem*

Mayor Pro Tem Koch brought forward Item No. 5 for discussion and presented the item.

Council Member Scheel moved to authorize the appropriation and use of \$10,000 for food vouchers. Council Member Rizo seconded the motion.

There was discussion on the motion. Mr. Sellers mentioned that Council Member Ellison had to leave the session. Ms. Saenz mentioned adding authority for Staff regarding working to develop how the item would be implemented. Council Member Scheel amended her motion to add authorize Mayor Pro Tem and Staff for vetting process for distributing out the food vouchers. Mayor Mitchell seconded the motion. Mayor Pro Tem Koch stated that Council Member Ellison had to leave the session and said he had great ideas and thoughts regarding the item. Mayor Pro Tem Koch mentioned that if anyone wanted to help Mr. Sellers and Samantha Armbruster regarding to the item to please help them.

All votes aye; motion carried 6-0. Council Member Ellison was absent for the vote.

**V. Executive Session**

6. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

There was no executive session.

7. Take action on items discussed in Executive Session.

**VI. Adjourn**

Council Member Scheel moved to adjourn. Council Member Villalobos seconded the motion.

There was discussion on the motion. Mayor Mitchell asked whether Council could enter into executive session on some of the items that are in the works. City Attorney Saenz stated that there isn't an item for that on this agenda and not knowing what the subject matter is, if it needs immediate action due to emergency parameters, then an Emergency Agenda could be posted an hour in advance; however, if it was anything not needing immediate action it would fall under the 72-hour notice requirement. Mayor Mitchell stated that he would consult with City Attorney Saenz and the Council would be made aware of a future meeting.

All votes aye; motion carried 6-0. Council Member Ellison marked absent on vote

With no further business to discuss, the City Council adjourned at 3:04 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary



# CITY OF KYLE, TEXAS

## 2020 0403 Special Minutes

Meeting Date: 5/19/2020

Date time: 7:00 PM

**Subject/Recommendation:** City Council Special Meeting Minutes - April 3, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ 2020 0403 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on April 3, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Samantha Armbruster, Communications Director  
Jennifer Vetrano, City Secretary  
Leon Barba, City Engineer  
Perwez Moheet, Finance Director  
Sandra Duran, HR Director  
Matt Dawson, IT Director  
Paul Phelan, Library Director  
Mariana Espinoza, PAR Director  
Howard Koontz, Community Dev Director

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

Mayor Mitchell called the meeting to order at 2:03 p.m. Mayor Pro Tem Koch asked the city secretary to call roll.

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

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

1. This meeting will be held by teleconference. Any citizen wanting to make a comment should dial in to US: +1(800)3368975 Meeting ID: 743 645 1934 to register for citizen comments. Those wishing to speak are encouraged to call in 15 minutes before the meeting begins at the number provided above.

Mayor Pro Tem Koch opened citizen comments at 2:04 p.m. With no one wishing to speak, Mayor Pro Tem Koch closed citizen comments at 2:04 p.m.



#### **IV. Executive Session**

5. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

Mayor Pro Tem Koch stated that the Council would be convening into executive session out of order. Council Member Scheel read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071." The City Council convened into executive session at 2:05 p.m. on Item Nos. 2, 3, and 4.

6. Take action on items discussed in Executive Session.

The City Council reconvened into open session at 3:14 p.m. Mayor Pro Tem Koch announced that no action took place in Executive Session but action would be taken now.

Mayor Pro Tem Koch moved to approve as written Item Nos. 2, 3, and 4. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

#### **III. Consider and Possible Action**

2. *(First Reading)* An Ordinance of the City of Kyle, Texas Extending a Disaster Declaration for the City of Kyle and Providing for a Penalty and Enforcement. ~ *Travis Mitchell, Mayor*
3. Take action on Extending Mayor's Temporary Order to close day care facilities. ~ *Travis Mitchell, Mayor*
4. Take action on Extending Mayor's Temporary Order No. 3 regarding Gas Station Measures. ~ *Travis Mitchell, Mayor*

**V. Adjourn**

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

With no further business to discuss, the City Council adjourned at 3:15 p.m.

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

Attest:

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

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# CITY OF KYLE, TEXAS

## 2020 0407 Special Minutes

**Meeting Date: 5/19/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - April 7, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2020 0407 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on April 7, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Barbara Boulware-Wells, Assistant City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Communications Director  
Jennifer Vetrano, City Secretary  
Leon Barba, City Engineer  
Diana Torres, Economic Dev Director  
Matt Dawson, IT Director

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

Mayor Mitchell called the meeting to order at 5:03 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Scheel, Council Member Rizo, and Council Member Villalobos. A quorum was present. Council Member Tobias was absent but was expected to attend shortly. He arrived at 5:05 p.m.

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

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

There were no citizens in attendance.

### **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.

- Old Stagecoach Road
  - Pipeline Ordinance
  - 104 S. Burleson Street Property
  - County Line Water CCN
  - FM-150/Anthem Water Facilities Construction Agreement
  - Plum Creek License Agreement
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
    - Wastewater Easement Acquisition
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
    - Project Just Peachy
    - Project Indigo
    - Project Ultra Pink

Council Member Scheel read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Old Stagecoach Road, Pipeline Ordinance, 104 S. Burleson Street Property, County Line Water CCN, FM-150/Anthem Water Facilities Construction Agreement, and Plum Creek License Agreement; Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 - Wastewater Easement Acquisition; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Just Peachy, Project Indigo, and Project Ultra Pink.”

The City Council convened into executive session at 5:07 p.m.

3. Take action on items discussed in Executive Session.

The City Council reconvened into open session at 7:04 p.m. With no objections Mayor Mitchell stated the Council would reconvene. All votes aye: motion carried 7-0.

Mayor Mitchell announced that no action took place in Executive Session, but action would be taken now.

Mayor Mitchell moved to approve the agreement in a form acceptable to the City Manager and City Attorney with the following provisions, add the city as a party, add the elevated storage tank in the cost participation agreement, allow the City an option to participate in oversizing the elevated storage tank up to 200,000 gallons, and cost participate in the design of the oversized elevated storage tank. Council Member Scheel seconded the motion.

There was discussion on the motion. City Attorney Saenz stated that Mayor Mitchell stated it correctly. Mayor Mitchell clarified that this is the FM-150/Anthem Water Facilities Construction Agreement.

All votes aye; motion carried 7-0.

#### **IV. Adjourn**

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

With no further business to discuss, the City Council adjourned at 7:06 p.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary

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# CITY OF KYLE, TEXAS

2020 0407 Minutes

Meeting Date: 5/19/2020  
Date time:7:00 PM

**Subject/Recommendation:** City Council Meeting Minutes - April 7, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- 2020 0407 DRAFT Regular Minutes

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Regular Session on April 7, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

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

Lila Knight  
David Glenn  
Madison Inselmann  
Michelle Moreno  
David Vaughn  
Susan Engelking  
Katie Kam

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

Mayor Mitchell called the meeting to order at 7:07 p.m. The Pledge of Allegiance was recited.

Mayor Mitchell asked the city secretary to call roll.

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



## **II. Approval of Minutes**

Mayor Mitchell brought forward the minutes for discussion.

Mayor Mitchell moved to approve the minutes of the October 15, 2019 Council Meeting, the minutes of the November 4, 2019 Special Council Meeting, the minutes of the November 4, 2019 Council Meeting, and the minutes of the November 18, 2019 Special Council Meeting. Council Member Villalobos seconded the motion.

All votes aye; motion carried 7-0.

1. City Council Meeting Minutes - October 15, 2019. ~ *Jennifer Vetrano, City Secretary*
2. City Council Special Meeting Minutes - November 4, 2019. ~ *Jennifer Vetrano, City Secretary*
3. City Council Meeting Minutes - November 4, 2019. ~ *Jennifer Vetrano, City Secretary*
4. City Council Special Meeting Minutes - November 18, 2019. ~ *Jennifer Vetrano, City Secretary*

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

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

Mayor Mitchell opened citizen comments at 7:09 p.m.

Lila Knight was called to speak as registered. She asked that Council not make any rush decisions on Old Stagecoach Rd Oak Tree. She said now more than ever, we are being shown how valuable life is, even if it is a tree. She mentioned the tree being here long before Kyle existed. She mentioned in 1849 Old Stagecoach Road used as a mail route from Austin, San Marcus, to San Antonio. Ms. Knight talked about the alignment of the road being near Camino Real, the very first road in Texas and a National Historical Trail. She stressed concern over the heritage oaks and asked the Council not to make a hasty decision regarding the tree. Ms. Knight thanked the Council for their time and all they are doing.

David Glenn was called to speak as registered regarding Item No. 27. Mr. Glenn spoke regarding garage orientation guidelines. He spoke about additional costs for these guidelines in construction. He estimates about \$5,000 to \$6,000 increase on just the driveway alone per home. He also stated that design costs will increase. He spoke about flood risk and impermeable surfaces. Mr. Glenn asked the Council who would maintain the alleys and said homeowners do not have the proper equipment or funds to maintain alleys. He asked the Council to consider a grandfather clause for existing structures and to allow the market or buyer to select what works best for them.

Madison Inselmann was called to speak as registered regarding Item No. 27. He said he was thankful for the public health communication concerning the virus from the Mayor, Council and Mr. Sellers. He mentioned speaking with the Council in the past. He talked about design changes

and moving away from home designs within the community and the different ideas getting there. He mentioned the design changes were dramatic steps and questioned how the item would be applied to existing projects.

Michelle Moreno was called to speak as registered regarding Item No. 32. She stated that she is interested in knowing what this item is about because there have already been notices to vacate. She spoke about being unemployed for 3 weeks and has been unable to get through to unemployment. She talked about dissatisfaction with how some tenants were being treated and protection for tenants during the crisis. She stressed many people were struggling. She stated they are not able to get answers from anyone regarding their rights.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:21 p.m.

#### **IV. Appointments**

6. Appoint nominee for position on City of Kyle Ethics Commission. ~ *Michael Tobias, Council Member*
  - Nancy Fahy

Mayor Mitchell brought forward Item No. 6 for discussion and gave the floor to Council Member Tobias.

Council Member Villalobos moved to approve the appointments of Nancy Fahy to the City of Kyle Ethics Commission. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

#### **V. Presentation**

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

Mayor Mitchell brought forward Item No. 7 for discussion. Council Member Villalobos provided information. Chief Barnett presented the item. No action was taken.

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

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

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

Mayor Mitchell asked if there were any items to be pulled from the Consent Agenda. There were none. Mayor Mitchell brought forward Item Nos. 9, 10, 11, 12, 13, 14, 15, 16, and 17.

9. A Resolution of the City Council of the City of Kyle, Texas accepting the Bunton Creek Reserve Phase 2 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. Approve a resolution authorizing the Mayor to execute separate agreements with three firms to provide geotechnical and construction materials and forensic engineering testing.

Contracting will be for an approximate two (2) year period with an option to renew the contract at the end of the contract period for the same time frame and dollar amount, estimated at \$75,000 per firm per year, for a total of \$450,000.00. The three firms are: MLA GEOTECHNICAL, Austin, Texas; ARIAS GEOPROFESSIONALS, INC, Austin, Texas; RABA KISTNER, INC., Austin, Texas. ~ *Leon Barba, P.E., City Engineer*

11. Approve Sage Plum Creek - Site Plan (SD-19-0052) 9.049 acres; 1 lot for property located at 1075 Vaughn. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 6-0 to approve the Site Plan.*

12. Approve the Dedication of a Right-of-Way from Plum Creek Development Partners, LTD. ~ *Leon Barba, P.E., City Engineer*

13. Resolution of the City of Kyle Denying Texas Gas Service Company's Requested Rate Increase; Requiring the Company to reimburse the City's reasonable ratemaking expenses; Finding that the meeting at which this resolution is passed is open to the public as required by law; Requiring Notice of this Resolution to the Company and the City's legal counsel. ~ *Jerry Hendrix, Chief of Staff*

14. Consider approval of a Development Agreement with Intermandeco GP, LLC. ~ *James R. Earp, Assistant City Manager*

15. Approve a Resolution of the City of Kyle, Texas, amending, replacing, and adding provisions of the City Personnel Policy to exempt compensatory time balance limit; and providing for related matters. ~ *Sandra Duran, Director of Human Resources*

16. (*Second Reading*) An Ordinance of the City of Kyle, Texas Extending a Disaster Declaration for the City of Kyle and Providing for a Penalty and Enforcement. ~ *Travis Mitchell, Mayor*

17. Adoption of the TIRZ Strategic Plan. ~ *J. Scott Sellers, City Manager*

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

## **VII. Public Hearings**

18. Conduct a Public Hearing on the City's plan to issue Combination Tax and Revenue Certificates of Obligation in a principal amount not to exceed \$33,955,000 to pay for the design and construction of the wastewater treatment plant expansion and associated sewer system infrastructure improvements, payment of professional services and for costs of bond issuance. ~ *Perwez A. Moheet, CPA, Director of Finance*

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

Mayor Mitchell opened the Public Hearing at 7:31 p.m.

Lila Knight was called to speak as registered. Ms. Knight mentioned the wastewater treatment plant and talked about the infrastructure and finances concerning. She said she felt it was important Citizens know the plans regarding the expenditure and future potential impact on financials. She said it would be nice if stats could be provided concerning the item.

With no one else wishing to speak, Mayor Mitchell closed the public hearing at 7:33 p.m.

### **VIII. Consider and Possible Action**

19. *(First and Final Reading)* Approve an Ordinance authorizing the issuance of City of Kyle, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020, in a principal amount not to exceed \$33,955,000.00 to pay for the City's wastewater treatment plant expansion and associated costs; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said bonds. ~ *Perwez A. Moheet, CPA, Director of Finance*
20. Approve a Resolution to document the City's intent to reimburse for all costs incurred in association with the wastewater treatment plant expansion project from proceeds of tax-exempt bonds to be issued at a future date. ~ *Perwez A. Moheet, CPA, Director of Finance*

Mayor Mitchell brought forward Item Nos. 19 and 20 for discussion. Mr. Moheet presented the items.

Mayor Mitchell moved to approve Item No. 20 and postpone Item No. 19 until such time as staff wishes to bring it back. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

21. Review and acceptance of the City's Comprehensive Annual Financial Report (CAFR) and the Independent Auditor's Report for the fiscal year ended September 30, 2019. ~ *Perwez A. Moheet, CPA, Director of Finance*

Mayor Mitchell brought forward Item No. 21 for discussion. Mr. Moheet presented the item.

Mayor Mitchell moved to approve the City's Comprehensive Annual Financial Report (CAFR) and the Independent Auditor's Report for the fiscal year ended September 30, 2019. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

22. Presentation of the 2019 Annual Racial Profiling Report. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 22 for discussion. Chief Barnett presented the item. No action was taken.

23. Recommendation regarding Old Stagecoach Road Tree. ~ *David Vaughn, ArborVaughan Consult, LLC*

Mayor Mitchell brought forward Item No. 23 for discussion. Mr. Sellers stated that the presenter is having trouble connecting. He asked the Mayor to move forward with the meeting and table this item temporarily while the presenter connects.

24. (*First Reading*) An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.023 acres of land from Retail Service District 'RS' to Telecommunication/Utility 'T/U' for property located at 23100 IH-35, in Hays County, Texas. (Deersa, LLC. - Z-20-0054) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

- Public Hearing

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

Mayor Mitchell opened the public hearing at 8:09 p.m.

David Glenn was called to speak as registered. He stated that he did not intend to speak on this item.

With no one else wishing to speak, Mayor Mitchell closed the public hearing at 8:09 p.m.

Mayor Mitchell moved to approve an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 0.023 acres of land from Retail Service District 'RS' to Telecommunication/Utility 'T/U' for property located at 23100 IH-35, in Hays County, Texas. Council Member Ellison seconded the motion.

All votes aye; motion carried 7-0. With no objections the ordinance was finally passed.

25. Consider a request to waive the 7.5-foot front Public Utility Easements, as required by Chapter 41, Exhibit A, Section 12 (D)(1), for Final Plat, Plum Creek Uptown 1A (SUB-19-0098). ~ *Howard J. Koontz, Director of Planning and Community Development*

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

Mayor Mitchell moved to approve a request to waive the 7.5-foot front Public Utility Easements, as required by Chapter 41, Exhibit A, Section 12 (D)(1), for Final Plat, Plum Creek Uptown 1A (SUB-19-0098). Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

26. Consider a request to waive the 5-foot Municipal Utility Easements, as required by Section 41-141 (a), for Kyle Towne Center, Replat of Lot 1A, Block A (SUB-20-0105). ~ *Howard J. Koontz, Director of Planning and Community Development*

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

Mayor Mitchell moved to approve a request to waive the 5-foot Municipal Utility Easements, as required by Section 41-141 (a), for Kyle Towne Center, Replat of Lot 1A, Block A (SUB-20-0105). Council Member Villalobos seconded the motion.

All votes aye; motion carried 7-0.

23. Recommendation regarding Old Stagecoach Road Tree. ~ *David Vaughn, ArborVaughan Consult, LLC*

Mayor Mitchell brought Item No. 23 back for discussion After Item No. 26. Mr. Sellers introduced the item. Mr. Vaughn presented the item.

Mayor Mitchell moved to direct staff to proceed with engineering as planned and to direct staff to begin preparing for an art initiative using the tree as the basis for creating art that can be displayed in our parks, such as Heroes Memorial Park. Council Member Scheel seconded the motion.

There was discussion on the motion. Mayor Pro Tem Koch commended Council Members Scheel and Rizo for their great compromise and figuring out a way to use the tree for the community. Council Member Villalobos spoke of being good stewards of tax revenue. He mentioned the decision was difficult and that he hoped this would be something everyone could enjoy, for an even longer period of time. He said he appreciated the thought processes and understood from Citizens who have lived here multiple generations that it was a difficult decision. He mentioned he also appreciated the creativity.

Mayor Mitchell asked whether Council would like to create a task force associated with this initiative. He nominated Council Members Scheel, Tobias and Rizo. Mayor Pro Tem Koch seconded this nomination. Council Member Scheel was amenable to the amendment. Only one vote was taken.

All votes aye; motion carried 7-0.

27. *(Second Reading)* An Ordinance of the City of Kyle, Texas, amending Section 53-930 (3), 53-933 (b)(d)(e), and Section 53-934 (d)(e) of Chapter 53 "Zoning", of the City of Kyle Code of Ordinances, by editing Neighborhood Design, Garage Requirements and Design (as described herein). ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission had no objections to the proposed changes.*

Mayor Mitchell brought forward Item No. 27 for discussion. Mr. Koontz presented the item, but due to a faulty internet connection, the item was tabled at 9:00 p.m. for Mr. Koontz to seek a more stable connection.

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

Mayor Mitchell brought forward Item No. 28 for discussion. Ms. Roecker presented the item and introduced Mr. McInnes who provided information about the ordinance.

Mayor Mitchell moved to approve an Ordinance amending Article IX, Chapter 50, Stormwater Regulations to include restrictions upon the unnecessary distribution of printed materials and give direction to staff to bring back amendments for second reading as discussed by council. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

27. *(Second Reading)* An Ordinance of the City of Kyle, Texas, amending Section 53-930 (3), 53-933 (b)(d)(e), and Section 53-934 (d)(e) of Chapter 53 "Zoning", of the City of Kyle Code of Ordinances, by editing Neighborhood Design, Garage Requirements and Design (as described herein). ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission had no objections to the proposed changes.*

Mayor Mitchell brought back Item No. 27 after the conclusion of Item No. 28. Mr. Koontz presented the item. At 10:10 p.m. Mayor Mitchell allowed David Glenn to speak. He asked that grandfathering be considered and asked for flexibility for the builders so they can better accommodate the market.

Mayor Mitchell moved to postpone this item to the next regularly scheduled meeting. Council Member Rizo seconded the motion. Motion carried 6-1 with Mayor Pro Tem Koch dissenting.

There was discussion after the motion. Mr. Koontz asked for clarification proceeding forward. Mayor Mitchell mentioned allowing Mr. Glenn time to analyze proposed amendments. Mr. Glenn mentioned he would be in contact with projects he is working on to see what needs to be reviewed.

30. Transportation and Economic Resilience Planning Study. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 30 for discussion and gave the floor to Council Member Ellison. Ms. Kathy Roecker, Stormwater Management Plan Administrator introduced the item. She then introduced Ms. Susan Engelking who presented the item. Her collaborator, Katie Kam spoke briefly and made herself available for questions.

Mayor Mitchell moved to approve a Transportation and Economic Resilience Planning Study. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

33. *(First Reading)* An Ordinance providing for the closure of day cares and enacting occupancy limits and sanitation measures for gas stations and gas station customers; declaring an emergency, and providing for related matters. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward and presented Item No. 33 out of order after Item No. 30.

Mayor Mitchell moved to approve an Ordinance providing for the closure of day cares and enacting occupancy limits and sanitation measures for gas stations and gas station customers; declaring an emergency and providing for related matters. Council Member Ellison seconded the motion.

There was discussion on the motion. Mayor Mitchell asked if it can be finally passed. City Attorney Saenz stated that it can be finally passed with 7 votes and it can also pass finally as an emergency. Discussion ensued regarding passage of Ordinance as finally passing. Ms. Saenz said the Ordinance was presented as an Emergency Ordinance. Ms. Saenz mentioned it could be finally passed as an Emergency Ordinance or with 7 votes.

All votes aye; motion carried 7-0. With no objections, the ordinance was finally passed.

32. *(First Reading)* An Ordinance requiring a landlord to provide a notice of proposed eviction prior to a notice to vacate as a result of the COVID-19 pandemic; creating an offense and penalty; and declaring an emergency. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 32 for discussion and gave the floor to Council Member Ellison, who presented the item. Ms. Michelle Moreno was invited to speak. She reiterated her earlier comments of residents in her apartments crying about being evicted and they do not know their rights. She spoke of people who do not have childcare, having to homeschool, and getting laid off from their jobs. She wants to help her community through this. She stated that people were handed notice to vacate on a Sunday evening. She asked Council to help the residents, they are not asking for a handout, but need time to get on their feet. They do not want to be homeless. Council Member Ellison thanked her for staying online for the item.

Mayor Mitchell 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 as it relates to Agenda Item No. 32." The City Council convened into executive session at 10:52 p.m.

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

The City Council reconvened into open session at 12:48 a.m. on April 8, 2020. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now. He stated that they are working on some changes to the language in the document. He tabled the item.

29. Discussion and possible action regarding Hays Street. ~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 29 for discussion out of order after Item No. 32 and gave the floor to Council Member Rizo. Mr. Wilder presented on the item. No action taken.

31. Discussion and possible action regarding Center Street Crosswalks. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 31 for discussion out of order after Item No. 29 and gave the floor to Council Member Ellison. Mr. Wilder presented on the item. Mr. Sellers provided information regarding the speed study. No action was taken.

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

34. 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*

- Charter Review Commission
- Kyle Community Survey
- COVID-19/Coronavirus Update



Mr. Sellers spoke about need for a Charter Review Commission. He mentioned the Kyle Community Survey, which will be going out tomorrow afternoon. He provided an update regarding COVID-19/Coronavirus with regards to parks, Easter, and the Plum Creek Golf Course and Plum Creek HOA Trails. He mentioned a Kyle Cares event, which will be posted tomorrow. It is a live and interactive community listening event on April 17 from 6:00 p.m. to 7:00 p.m. Mr. Sellers asked council about seasonal staffing positions for the Kyle public pool and summer camps. He closed with speaking about the City's financial status as it relates to COVID-19 and asking whether Council would like to have another meeting to go through that report.

32. *(First Reading)* An Ordinance requiring a landlord to provide a notice of proposed eviction prior to a notice to vacate as a result of the COVID-19 pandemic; creating an offense and penalty; and declaring an emergency. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought back Item No. 32. He summarized the changes.

Mayor Mitchell moved to approve Agenda Item No. 32 with the amendments offered by the City Attorney that are now posted in the backup material. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Rizo thanked Council Member Ellison for bringing this item forward. Mayor Mitchell echoed Council Member Rizo. He stated that Council Member Ellison's actions are commendable.

All votes aye; motion carried 7-0. With no objections, the ordinance was finally passed.

#### **X. Executive Session**

35. 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.
  - Old Stagecoach Road
  - Pipeline Ordinance
  - 104 S. Burlinson Street Property
  - County Line Water CCN
  - FM-150/Anthem Water Facilities Construction Agreement
  - Plum Creek License Agreement
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  - Wastewater Easement Acquisition
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - Project Just Peachy
  - Project Indigo

- Project Ultra Pink

There was no executive session held for Item No. 35.

36. Take action on items discussed in Executive Session.

### **XI. Adjourn**

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

With no further business to discuss, the City Council adjourned at 1:39 a.m.

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary

DRAFT



# CITY OF KYLE, TEXAS

## 2020 0416 Special Minutes

**Meeting Date: 5/19/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** City Council Special Meeting Minutes - April 16, 2020. ~ *Jennifer Vetrano, City Secretary*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ 2020 0416 DRAFT Special Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met virtually in Special Session on April 16, 2020 at <https://www.cityofkyle.com/kyletv/kyle-10-live>, US: +1(800)3368975 Meeting ID: 743 645 1934 due to COVID-19, with the following persons present:

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

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

Mayor Mitchell called the meeting to order at 5:07 p.m. The Pledge of Allegiance was recited.

Mayor Mitchell asked the city secretary to call roll. Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Scheel, Council Member Rizo, Council Member Villalobos, and Council Member Tobias. A quorum was present.

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

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

Mayor Mitchell opened citizen comments at 5:08 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:09 p.m.

### **III. Consider and Possible Action**

2. Discussion on Financial Analysis and Budget Status due to the effects of COVID-19.  
~ J. Scott Sellers, City Manager

Mayor Mitchell brought forward Item No. 2 for discussion. Mr. Sellers presented a current budget revenue and expenditure analysis on each of the City's funds. He spoke about cost control measures implemented April 6, 2020. Council discussion and questions took place. Mr. Moheet spoke about requirements of the general fund balance and current relative balances of all funds. Council discussed with various staff about their financial items.

#### **IV. Executive Session**

3. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

There was no executive session.

4. Take action on items discussed in Executive Session.

#### **V. Adjourn**

Council Member Scheel moved to adjourn. Council Member Rizo seconded the motion. Motion carried 7-0.

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

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Travis Mitchell, Mayor

Attest:

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Jennifer A. Vetrano, City Secretary



# CITY OF KYLE, TEXAS

## Charter Review Commission 2020

**Meeting Date: 5/19/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Nominate and appoint qualified voter(s) to the Charter Review Commission. ~ *Travis Mitchell, Mayor*

- Louis Craig ~ *Mayor Travis Mitchell*
- Brett Corwin ~ *Mayor Pro Tem Rick Koch*
- Joe Ryan ~ *Council Member Dex Ellison*
- David Vail ~ *Council Member Tracy Scheel*
- Diane Hervol ~ *Council Member Robert Rizo*
- Mark Trahan ~ *Council Member Alex Villalobos*
- Sheila Henderson ~ *Council Member Michael Tobias*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Memorial Day Proclamation

**Meeting Date: 5/19/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Memorial Day Proclamation. ~ *Robert Rizo, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Kyle Food Giveaway

**Meeting Date: 5/19/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Kyle Food Giveaway. ~ *Robert Rizo, Council Member*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## Police Headquarters Construction Update

**Meeting Date: 5/19/2020**  
**Date time: 7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## COVID-19 Update

**Meeting Date: 5/19/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Update on COVID-19, Local Orders, and Plans to reopen City Facilities. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Kyle Community Survey 2020 Results

**Meeting Date: 5/19/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Kyle Community Survey 2020 Results. ~ *Tatum Troutt, Management Intern*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## CIP/Road Projects Update

**Meeting Date: 5/19/2020**  
**Date time: 7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## ICAC Grant Award

Meeting Date: 5/19/2020

Date time: 7:00 PM

**Subject/Recommendation:** Authorize the Chief of Police to Execute and Accept a Grant Award on behalf of the Police Department from the Texas Office of the Attorney General in the Amount of \$3,700 for the purpose of acquiring software and supplies in support of the partnership with the Internet Crime Against Children (ICAC) Task Force Program. ~ *Jeff Barnett, Chief of Police*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ICAC 2020 Grant Award



**RE: FY 2020 Internet Crimes Against Children (ICAC) Sub-Recipient Grant Contract**

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**Contract Number:** 2006005

**Grantee:** Kyle Police Department

**Amount:** \$3,700.00

**Executed:**

**Term:** May 1, 2020 – August 31, 2020

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
<b>885</b>	<b>15800</b>	7611

# GRANT CONTRACT

OAG Contract No. 2006005

This grant contract is executed between the Office of the Attorney General (OAG) and Kyle Police Department (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract individually as “Party” or collectively as “Parties.”

## SECTION 1. PURPOSE OF THE CONTRACT

The Internet Crimes Against Children (ICAC) Task Force Program, United States Department of Justice, Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention, seeks to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate Internet crimes against children. The program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to State and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. The OAG, as the regional contact for the task force known as “Texas, Southern ICAC Task Force”, (hereinafter the “OAG ICAC Task Force”) receives funding from the OJP to provide grants to local law enforcement agencies that are affiliates of the task force in order to address technology-facilitated child exploitation. Pursuant to the terms of a Memorandum of Understanding (MOU) between the parties, the GRANTEE became a member of the OAG ICAC Task Force. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant provided to GRANTEE are achieved.

## SECTION 2 TERM OF THE CONTRACT

This contract shall begin on May 1, 2020 and shall terminate August 31, 2020, unless it is terminated earlier or extended in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

## SECTION 3 GRANTEE’S CONTRACTUAL SERVICES

**3.1 GRANTEE’s Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Cooperative Agreement for Award Number 2018-MC-FX-K065.** The GRANTEE will comply with all terms and conditions as set forth and required in the Cooperative Agreement between the OAG and the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Award Number **2018-MC-FX-K065**, (OAG Award Document) and as attached hereto as Exhibit C and

incorporated by reference, as well as the applicable provisions of the OAG ICAC Grant Application or OAG Award Document as supplemented, amended or adjusted. Specifically, Grantee's compliance with the applicable "Special Conditions" identified in the OAG Award Document are a material requirement of the grant award made hereunder. Failure to comply with any one or more of the Special Conditions, whether a condition set out in full below, a condition incorporated by reference herein, or a certification or assurance related to conduct during the award period, may result in the OAG and/or to the extent federal funds are expended in this grant, the Office of Justice Programs ("OJP") in taking appropriate action which may include but is not limited to OAG and/or OJP withholding award funds, disallowing costs, or suspending or terminating the grant award. Additionally, the GRANTEE shall comply with all terms and conditions as set forth and required in the Memorandum of Understanding between the OAG and GRANTEE, OAG Contract Number 1991629-01 (the "Task Force MOU") attached hereto as Exhibit "D" and incorporated herein by reference.

**3.2 Establishment of Final Project Budget; Grant Project Narrative; Special Conditions.**  
The GRANTEE's budget is attached as Exhibit A.

The GRANTEE's Project Narrative is as follows:

To support certain Internet Crimes Against Children (ICAC) other direct operating costs.

The Special Conditions, including the OAG Award Document, are attached as Exhibit B.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract. The OAG, at its sole discretion, may supplement, amend or adjust the Special Conditions attached to this contract.

**SECTION 4 REQUIRED REPORTS**

**4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information; Immediate Notification and Correction and Inaccuracies.** GRANTEE shall cooperate fully with the OAG. In addition to the information



contained in the required reports, other information may be required as requested by the OAG. GRANTEE will immediately notify the OAG in the event GRANTEE discovers that any previously submitted information was inaccurate and forward the correction information to the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days, notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with original signature. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

## **4.2 Programmatic Reports**

**4.2.1 ICAC Semi-Annual Statistical (Performance) Reports, including Outcome Measure Reports.** GRANTEE will support the OAG in its progress reporting requirements, including the reporting requirements of outcome measures. The OAG is required to report, within 30 days after

the end of the reporting periods, certain outcome measures. The semi-annual reporting periods end on the last day of June and December each year. The OAG will establish deadlines for the GRANTEE to meet its requirement to report to the OAG.

**Contents of Semi-Annual Statistical Reports.** GRANTEE shall report data to the OAG on the following outcome measures on the reporting deadlines established by OAG:

- a. Number of CyberTipLine referrals received and investigated;
- b. Number of indictments obtained on CyberTipLine referrals;
- c. Number of convictions obtained on CyberTipLine referrals;
- d. Number of online solicitation of a minor (or its equivalent) arrests;
- e. Number of online solicitation of a minor (or its equivalent) indictments obtained;
- f. Number of online solicitation of a minor (or its equivalent) convictions obtained;
- g. Total number of ICAC-related arrests during reporting period;
- h. Number of partner agencies that sign memorandum certifying compliance with ICAC program guidelines;
- i. Number of investigative technical assistance sessions that ICAC task force provides to non-member law enforcement agencies;
- j. Number of computer forensic technical assistance examinations that ICAC task forces provide to non-member law enforcement agencies;
- k. Percent increase in arrests related to technology-facilitated child sexual exploitation and Internet Crimes Against Children;
- l. Percent increase in computer forensic examinations completed by ICAC task forces; and
- m. Percent increase in investigative technical assistance sessions provided by ICAC task forces to non-member law enforcement agencies.

**4.2.2 ICAC Task Force Program Monthly Performance Measures.** GRANTEE will support the OAG in its reporting requirements of the ICAC Task Force Program Monthly Performance Measures. The OAG will establish the GRANTEE's monthly reporting deadlines. The Performance Measures shall contain, at a minimum, the following additional supporting data elements:

- a. Complaints;
- b. Case Information;
- c. Goals;
- d. Court Actions;
- e. Technical Assists;
- f. Training; and
- g. Community Outreach Presentations.

**4.2.3 ICAC Annual Reports.** GRANTEE will support the OAG in its annual reporting requirements of the following measures:

- a. Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
- b. Investigation and prosecution performance measures of the task force, including:
  1. the number of investigations initiated related to Internet Crimes Against Children;
  2. the number of arrests related to Internet Crimes Against Children; and
  3. the number of prosecutions for Internet Crimes Against Children, including-
    - i. whether the prosecution resulted in a conviction for such crime; and
    - ii. the sentence and the statutory maximum for such crime under State law.
- c. The number of referrals made by the task force to the United States Attorney's Office, including whether the referral was accepted by the United States Attorney.
- d. Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
- e. The number of investigative technical assistance sessions that the task force provided to non-member law enforcement agencies.
- f. The number of computer forensic examinations that the task force completed.
- g. The number of law enforcement agencies participating in Internet Crimes Against Children program standards established by the task force.

**4.2.4 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances by GRANTEE from the projected performance required by this contract or the Task Force MOU. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

**4.2.5 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE also shall make available at reasonable times and for reasonable periods programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

### 4.3 Financial Matters

**4.3.1 Grant Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget as established in this contract.

**4.3.2 Monthly Request for Reimbursement and Financial Status Report.** Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement (also referred to as “financial status report”) for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement/financial status report will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A request for reimbursement/financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit the following two reports **the OAG** on or before October 14, 202 or a date otherwise established by the OAG:

**Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

**Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Timing of Submission of Request for Reimbursement to the OAG; Close Out Invoice.** GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month’s expenses, so that they are received by the OAG on or before the twentieth (20<sup>th</sup>) of each month, or if the 20<sup>th</sup> falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice to be received by the OAG not later than forty-five (45) calendar days after termination of this contract.

**4.3.5 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

**4.3.6 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment which shall be available to the OAG at all times upon request; however, a title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.8 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5 OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Reimbursement of Grantee Expenses.** The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that, notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required by the state to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## SECTION 6 TERMINATION

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted

to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7; 11; and 12.

## **SECTION 7    AUDIT RIGHTS; RECORDS RETENTION**

**7.1    Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2    Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3    Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursements. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4    Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving fund directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records and other relevant information of the entity, person or contractor that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5    State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office

may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8 SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted in the manner directed by the OAG. OAG will provide the required manner of delivery after the grant is awarded.

**8.2 Financial Reports (excluding Programmatic Reports and Information).** All financial status reports, requests for reimbursement and inventory reports, must be submitted in the manner directed by the OAG. OAG will provide the required manner of delivery after the grant is awarded.



## SECTION 9

## CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with the expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminate this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## SECTION 10 GENERAL TERMS AND CONDITIONS

**10.1 Federal and State Laws, Code of Federal Regulations (CFR), and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, as well as 2 CFR Part 200, and any other requirements relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended. GRANTEE also agrees to comply with

Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

## **SECTION 11 SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered an OAG employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE'S contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or GRANTEE'S contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**To the extent allowed by law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE'S contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

Whereas federal funds are expended in this grant, Grantee also hereby grants the Office of Justice Programs (OJP) a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under this contract; and (2) any rights of copyright to which Grantee purchases ownership with grant funds received under this contract.

Grantee acknowledges and agrees that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this contract and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227- 14 (Rights in Data - General).

Grantee has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the Grantee's obligations to the OAG and OJP under this contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG or OJP such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others comply with the provisions of this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.9 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively “litigation”) arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

**11.11 Catalog of Federal Domestic Assistance Number.** The Catalog of Federal Domestic Assistance Number (CFDA) number for the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention program is 16.543, titled “Missing Children’s Assistance.”

**11.12 MOU between OAG and GRANTEE.** The OAG and GRANTEE will have in place a Memorandum of Understanding that outlines the duties and responsibilities of GRANTEE as a member of the Internet Crimes Against Children Task Force. GRANTEE agrees to comply with the approved Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ICAC Task Force Operational and Investigative Standards.

**11.13 Business with Iran, Sudan, or Terrorist Organizations.** GRANTEE hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization.

**11.14 Boycott of Israel.** To the extent required by Texas Government Code, section 2270.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, “Boycott Israel” shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**11.15 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

**11.16 Child Support Obligation Affirmation.** Under Section 231.006 of the Texas Family Code, the GRANTEE certifies that the individual or business entity named in this contract is not

ineligible to receive the specified grant, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**11.17 Texas Public Information Act.** Information, documentation, and other material in connection with this contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

**11.18 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.** In accepting this grant, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if GRANTEE learns or GRANTEE is notified that is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG and will resume (or permit resumption of) such obligations only if expressly authorized to do so OAG.

## **SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including Exhibits.** This contract, including all exhibits, reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

Kyle Police Department

**OFFICE OF THE ATTORNEY  
GENERAL OF TEXAS**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: <sup>Jeff Barnett</sup> \_\_\_\_\_

Office of the Attorney General

Authorized Official

## GRANT CONTRACT

OAG Contract No. 2006005

### EXHIBIT A

**Maximum Liability of the OAG.** The OAG and GRANTEE agree that the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract for reimbursement of all expenses, shall not exceed:

\$3,700.00

\_\_\_\_\_.

Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

<b>Budget Category</b>	<b>Amount</b>
Personnel	\$0.00
Fringe Benefits	\$0.00
Professional & Contractual Services	\$0.00
Travel	\$-
Equipment	\$0.00
Supplies	\$3,700.00
Other Direct Operating Expenses	\$-
<b>Total</b>	\$3,700.00



## GRANT CONTRACT

OAG Contract No. 2006005

### EXHIBIT B

### SPECIAL CONDITIONS

Special Conditions are imposed by the OAG at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

GRANTEE's signature on this contract will be treated as a signature agreement for each of the twenty-three (23) pages of the Special Conditions, as attached.

**The Special Conditions that apply to this contract are:**

- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Special Conditions of the Cooperative Agreement (OAG Award Document), 2018-MC-FX-K065, and any subsequent award document.**
  - Seventeen (17) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, as provided in memo to Official Grant File, to Texas Office of the Attorney General and any subsequent award document.**
  - One (1) page.
- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Project Summary (OAG Award Document), 2018-MC-FX-K065.**
  - Two (2) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Civil Rights, as provided in letter dated September 27, 2019, to Texas Office of the Attorney General and any subsequent award document.**
  - One (1) page.
- **Department of Justice, Office of Justice Programs, Assurances – Standard Assurances.**
  - Two (2) pages.



U.S. Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**Cooperative Agreement**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Texas Office of the Attorney General PO Box 12548 Austin, TX 78711-2548		4. AWARD NUMBER: 2018-MC-FX-K065	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020	
2a. GRANTEE IRS/VENDOR NO. [REDACTED]		6. AWARD DATE 09/27/2019	7. ACTION Supplemental
2b. GRANTEE DUNS NO. [REDACTED]		8. SUPPLEMENT NUMBER 01	
3. PROJECT TITLE Southern Texas ICAC Task Force Program		9. PREVIOUS AWARD AMOUNT \$ 494,811	
		10. AMOUNT OF THIS AWARD \$ 629,600	
		11. TOTAL AWARD \$ 1,124,411	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(OJJDP - MEC - ICAC Task Force - including prior year) Pub. L. 116-6, 133 Stat. 13, 115; Pub. L. No. 115-141, 132 Stat. 348, 423			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.543 - Missing Children's Assistance			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jeffrey C. Mateer First Assistant Attorney General	
17. SIGNATURE OF APPROVING OFFICIAL [REDACTED]		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT [REDACTED]		21. TMCTGT0277	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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PROJECT NUMBER 2018-MC-FX-K065

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*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.





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*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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*SPECIAL CONDITIONS*

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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*SPECIAL CONDITIONS*

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.

32. ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:

(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.

33. The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.

34. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards



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35. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

36. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

37. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

38. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.



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39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

40. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
41. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
42. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
43. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
- a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
  - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.



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44. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.





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45. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

46. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
47. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

48. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.
49. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.
50. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.



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*SPECIAL CONDITIONS*

51. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
52. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2017, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



**U.S. Department of Justice**

Office of Justice Programs

*Office of Juvenile Justice and Delinquency Prevention*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Lou Ann Holland, OJJDP NEPA Coordinator

**Subject:** Categorical Exclusion for Texas Office of the Attorney General

This award is made as part of the Internet Crimes Against Children Task Force Program. Awards under this program will be used to support State and local law enforcement agencies to maintain and expand State and regional task forces to address technology-facilitated child exploitation. None of the following activities will be conducted either under this award or a related third party action: 1) New construction; 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species; 3) A renovation which will change the basic prior use of a facility or significantly change its size; 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or 5) Implementation of a program involving the use of chemicals, other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**  
**Cooperative Agreement**

PROJECT NUMBER

2018-MC-FX-K065

PAGE 1 OF 1

This project is supported under FY19(OJJDP - MEC - ICAC Task Force - including prior year) Pub. L. 116-6, 133 Stat. 13, 115; Pub. L. No. 115-141, 132 Stat. 348, 423

1. STAFF CONTACT (Name & telephone number)

Stephanie Rapp  
(202) 598-0807

2. PROJECT DIRECTOR (Name, address & telephone number)

Amy Britt  
OAG Grants Coordinator  
PO Box 12548  
Austin, TX 78711-2548  
(512) 936-9936

3a. TITLE OF THE PROGRAM

OJJDP FY 19 Internet Crimes Against Children Task Force Invited Applicants

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Southern Texas ICAC Task Force Program

5. NAME & ADDRESS OF GRANTEE

Texas Office of the Attorney General  
PO Box 12548  
Austin, TX 78711-2548

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2020

9. AMOUNT OF AWARD

\$ 629,600

10. DATE OF AWARD

09/27/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The National Internet Crimes Against Children (ICAC) Task Force Program, consists of state and local law enforcement task forces dedicated to developing effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and pornography cases. Each State and local task force that is part of the national program shall: 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educators, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency partnerships and responses to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available resources of such task force; 6) establish or adopt investigative and

OJP FORM 4000/2 (REV. 4-88)

prosecution standards consistent with established norms, to which such task force shall comply; 7) investigate, and seek prosecution on tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System, the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate the possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence for ICAC task force lead agencies and affiliate agencies; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and, 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The Texas Office of the Attorney General (TX OAG) ICAC Task Force will continue to maintain, expand, and improve Southern Texas ICAC task force effectiveness in preventing, interdicting, investigating, and prosecuting Internet crimes against children and technology-facilitated child exploitation. The geographic area of responsibility (GAR) for the task force consists of 134 counties within the Southern Texas ICAC Region, with a population exceeding 10 million people. ICAC grant-funded personnel are critical in addressing the increased caseload, as well as, providing investigative and forensic assistance to law enforcement in areas where expertise is required. The Texas OAG ICAC Task Force will continue to grow its ICAC affiliate partnerships. The Texas OAG will continue training ICAC and non-ICAC personnel. Emphasis will continue to be on collaborating with law enforcement and local and federal prosecutors to support investigation and prosecution of child predators. Additionally, mental wellness training of investigators, supervisors, and support staff remains a priority to ensure personnel are sufficiently equipped to prevent and mitigate the negative effects associated with conducting investigations involving child pornography. CA/CF



**U.S. Department of Justice**  
Office of Justice Programs  
*Office of Civil Rights*

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Washington, DC 20531

September 27, 2019

Mr. Jeffrey C. Mateer  
Texas Office of the Attorney General  
PO Box 12548  
Austin, TX 78711-2548

Dear Mr. Mateer:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

**NOTE: You must click on the "Accept" button at the bottom of the page before closing this window**



OMB APPROVAL  
NUMBER 1121-0140

EXPIRES 05/31/2019

**U.S. DEPARTMENT OF JUSTICE**

**CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
  - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
  - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
  - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
  - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
  - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
  - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
  - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

Item # 17

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept



## Certificate Of Completion

Envelope Id: 026456096110462E8FD46282A5903674	Status: Sent
Subject: Please DocuSign: FY 2020 Internet Crimes Against Children (ICAC) Sub-Recipient Grant Contract	
Template ID:	
Source Envelope:	
Document Pages: 43	Signatures: 0
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Karly Watson
Time Zone: (UTC-06:00) Central Time (US & Canada)	PO Box 12548
	Austin, TX 78711-2548
	Karly.Watson@oag.texas.gov
	IP Address: 204.64.50.212

## Record Tracking

Status: Original	Holder: Karly Watson	Location: DocuSign
5/6/2020 5:02:13 PM	Karly.Watson@oag.texas.gov	

## Signer Events

## Signature

## Timestamp

Jeff Barnett jbarnett@cityofkyle.com Security Level: Email, Account Authentication (None)		Sent: 5/6/2020 5:02:16 PM Viewed: 5/8/2020 2:40:45 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/8/2020 2:40:45 PM ID: f0e337ae-5e62-4630-9b01-f0e00370e85a		

Melissa Foley  
Melissa.Foley@oag.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cody Smirl  
Cody.Smirl@oag.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Financial Litigation - FLD Attorney Review

Signing Group: Financial Litigation - FLD Attorney Review

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Joshua Godbey  
Joshua.Godbey@oag.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Natalie Brown  
Natalie.Brown@oag.texas.gov  
Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

David Maxwell  
David.Maxwell@oag.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 4/11/2019 3:04:35 PM  
ID: 8c62701c-5893-4335-8bd5-71b21bf3334e

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karly Watson  
karly.watson@oag.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ross Behrens  
Ross.Behrens@oag.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

FLD Contracts  
FLDcontracts@oag.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Accounting - DocuSign Contracts  
ACC\_DocuSign\_Contracts@oag.texas.gov  
Signing Group: Accounting - DocuSign Contracts  
Inbox  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Joshua Alexander  
Joshua.Alexander@oag.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>		
<b>Envelope Sent</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/6/2020 5:02:16 PM
<b>Payment Events</b>		
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

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At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Office of the Attorney General**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

**To advise Office of the Attorney General of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Office of the Attorney General**

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Office of the Attorney General**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

### Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.



# CITY OF KYLE, TEXAS

## Acceptance of Cool Springs Subdivision Phase II

Meeting Date: 5/19/2020

Date time: 7:00 PM

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

**Other Information:** A final walkthrough was completed on April 21, 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 (Westfield Insurance Company – Bond No. 064820V) in the amount of \$1,737,016.51 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 COOL SPRINGS SUBDIVISION PHASE II; 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, drainage, and wastewater systems installed within public rights-of-way and any dedicated 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 more than 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 Cool Springs Subdivision Phase II. The current maintenance surety is hereby \$1,737,016.51 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

**SECTION 1.** That the subdivision improvements within the Cool Springs Subdivision Phase II 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 Vetrano, City Secretary

**EXHIBIT A**

**STAFF ACCEPTANCE MEMO**



# CITY OF KYLE


---

100 W. Center St.  
Office (512) 262-1010

Kyle, Texas 78640  
Fax (512) 262-3915

## MEMORANDUM

TO: Scott Sellers, City Manager

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

DATE: April 28, 2020

SUBJECT: Cool Springs Subdivision, Phase II  
Final Acceptance

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

A final walkthrough was completed on April 21, 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 (Westfield Insurance Company – Bond No. 064820V) in the amount of \$1,737,016.51 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 Dept.  
Perwez Moheet, Finance Dept.  
Debbie Guerra, Planning and Zoning

**ENGINEER'S CONCURRENCE  
FOR FINAL INSPECTION AND  
ENGINEERING RELEASE**

**PROJECT: Cool Springs Subdivision Phase II  
2000 Block of Ranch to Market Road 150  
Kyle, Texas 78640**

**SCOPE OF WORK: W**   X   **WW**   X   **S/D**   X   **ALL**   X  

**OWNER/DEVELOPER'S NAME & ADDRESS**

Lennar Homes of Texas Land and Construction, Ltd.  
12401 Research Blvd.  
Austin, Texas 78759


**CONSULTANT ENGINEER'S NAME & ADDRESS**

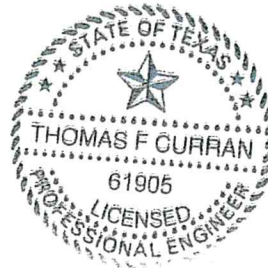
Tom Curran, P.E.  
Doucet & Associates  
7401B Hwy 71 West, #160  
Austin, Texas 78735

On this day 04/22/2020, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the public subdivision improvements consisting of water & wastewater lines, streets, drainage inlets and pipes, channels and detention facilities, were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All streets, drainage piping system, channels, ponds, water and wastewater lines contained within the Cool Springs Subdivision Phase II Construction Plans; with the following deviations or incompleting items noted below.

1. The alignments of the 21-inch WW interceptor and 12-inch reclaimed water line were swapped along the eastern property line within the parkland lot. This is reflected in the as-builts.
2. Curb ramp x-ings at uncontrolled street T intersections were not installed. This is reflected in the as-builts.
3. Street signage at roundabouts still to be installed.
4. Re-vegetation of site still to be completed.

  
\_\_\_\_\_  
Signature  
Tom Curran, P.E.  
\_\_\_\_\_  
Typed Name  
61905  
\_\_\_\_\_  
Texas Registration No.



4/27/2020

Company forms Engineers Concurrence Letter

**EXHIBIT B**

MAINTENANCE BOND

General  
Power  
of Attorney

POWER NO. 4220012 14

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of April A.D., 2020.



Frank A. Carrino, Secretary

BPGAC2 (combined) (06-02)

# MAINTENANCE BOND

Bond No.: 064820V

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto City of Kyle as Obligee, in the sum of One Million Seven Hundred Thirty-seven Thousand Sixteen And 51/100 (\$1,737,016.51) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Cool Springs Phase 2 (Wastewater, Drainage, and Street Improvements)

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 years following final acceptance of said improvements: Cool Springs Phase 2 (Wastewater, Drainage, and Street Improvements)

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 years from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 21st day of April, 2020.

JL Gray Construction, Inc.  
Principal

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

Westfield Insurance Company  
Surety

Seal

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

Jack Nottingham, Attorney-in-fact

Local Recording Agency:  
K & S Insurance  
P O Box 277  
Rockwall, TX 75087

**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## Cool Springs Phase 2 Final Cost and Quantities

City of Kyle

Contractor: JL Gray

Owner: Lennar

Engineer: Doucet Engineers

<b>Wastewater, Streets and Drainage</b>				
117,572	CY	Excavation, Plan Quantity	\$ 2.25	\$ 264,537.00
2,355	CY	Borrow Class D, Plan Quantity - Clay Liner for Pond	\$ 11.25	\$ 26,493.75
47,107	CY	Embankment	\$ 1.75	\$ 82,437.25
40,906	SY	Lime Treated Subgrade, (8-inch thick), with Subgrade Preparation	\$ 7.50	\$ 306,795.00
8,602	CY	Flexible Base (Compacted)	\$ 47.00	\$ 404,294.00
25,201	SY	HMAC Pavement, 2 Inches, Type D	\$ 11.00	\$ 277,211.00
5,148	SY	HMAC Pavement, 2.5 Inches, Type D	\$ 16.50	\$ 84,942.00
266	SY	Colored and Stamped Concrete at Round About	\$ 170.00	\$ 45,220.00
1	EA	Pond Outlet Structure (Weir & Channel)	\$ 38,000.00	\$ 38,000.00
18,755	LF	P.C. Concrete Curb and Gutter (Excavation)	\$ 13.50	\$ 253,192.50
300	LF	Mountable Curb	\$ 26.00	\$ 7,800.00
17,322	SF	New P.C. Concrete Sidewalks, 4 Inch Thickness - Developer SW Only	\$ 4.75	\$ 82,279.50
64	EA	P.C. Sidewalk Curb Ramp with Pavers (Type 1)	\$ 1,100.00	\$ 70,400.00
3,120	SF	P.C. Concrete Valley Gutters	\$ 9.50	\$ 29,640.00
1	EA	Connection to Existing Manhole	\$ 6,900.00	\$ 6,900.00
66	VF	Extra Depth of Manhole, 4' Dia. (>8')	\$ 275.00	\$ 18,150.00
206	VF	Extra Depth of Manhole, 5' Dia. (>8')	\$ 300.00	\$ 61,800.00
6	EA	Junction Box, 4 Ft. x 4 Ft.	\$ 3,000.00	\$ 18,000.00
1	EA	Junction Box, 5 Ft. x 5 Ft.	\$ 3,700.00	\$ 3,700.00
15	EA	Standard Pre-cast Manhole w/Pre-cast Base,5 Dia. (0'-8' deep)	\$ 6,100.00	\$ 91,500.00
44	EA	Standard Pre-cast Manhole w/Pre-cast Base,4 Dia. (0'-8' deep)	\$ 3,700.00	\$ 162,800.00
2	EA	Standard Pre-cast Manhole w/Pre-cast Base, 4' Dia.	\$ 2,900.00	\$ 5,800.00
8	EA	Standard Pre-cast Manhole w/Pre-cast Base, 5' Dia.	\$ 3,500.00	\$ 28,000.00
3	EA	Standard Pre-cast Manhole w/Pre-cast Base, 6' Dia.	\$ 4,100.00	\$ 12,300.00
1	EA	30" Sloping Headwall	\$ 3,200.00	\$ 3,200.00
4	EA	36" Sloping Headwall	\$ 3,400.00	\$ 13,600.00
1	EA	48" Sloping Headwall	\$ 4,900.00	\$ 4,900.00
45	EA	Inlet, Standard 10 Ft. Curb Inlet	\$ 4,000.00	\$ 180,000.00
1	EA	Inlet, Standard 20 Ft. Curb Inlet	\$ 7,400.00	\$ 7,400.00
26,784	LF	Trench Excavation Safety Protective Systems (All Depths)	\$ 1.50	\$ 40,176.00
80	LF	PIPE, 4" Dia. PVC Schedule 40 (All Depths), Including Excavation And Backfill, Irrigation Sleeves	\$ 27.00	\$ 2,160.00
1,522	LF	PIPE, 18" Dia. RCP CL III, with Water Tight Joints (All Depths), Including Excavation And Backfill	\$ 45.00	\$ 68,490.00
1,256	LF	PIPE, 24" Dia. RCP CL III, with Water Tight Joints (All Depths), Including Excavation And Backfill	\$ 57.00	\$ 71,592.00
964	LF	PIPE, 30" Dia. RCP CL III, with Water Tight Joints (All Depths), Including Excavation And Backfill	\$ 73.00	\$ 70,372.00
2,180	LF	PIPE, 36" Dia. RCP CL III, with Water Tight Joints (All Depths), Including Excavation And Backfill	\$ 105.00	\$ 228,900.00

529	LF	PIPE, 36" Dia. RCP CL IV, with Water Tight Joints (All Depths), Including Excavation And Backfill	\$ 116.00	\$ 61,364.00
180	LF	PIPE, 42" Dia. RCP CL III, with Water Tight Joints (All Depths), Including Excavation And Backfill	\$ 137.00	\$ 24,660.00
661	LF	PIPE, 48" Dia. RCP CL III, with Water Tight Joints (All Depths), Including Excavation And Backfill	\$ 166.00	\$ 109,726.00
440	LF	PIPE, 12" Dia. PVC C900 CL 200 Type (All Depths), Including Excavation And Backfill	\$ 44.00	\$ 19,360.00
130	LF	PIPE, 6" Dia. Ductile Iron (All Depths), Including Excavation And Backfill	\$ 33.00	\$ 4,290.00
7,875	LF	PIPE, 8" Dia. PVC C900 CL 200 Type (All Depths), Including Excavation And Backfill	\$ 30.00	\$ 236,250.00
-	LF	PIPE, 10" DIA. PVC SDR-26, (10'-12'), Including Excavation And Backfill	\$ -	\$ -
32	LF	PIPE, 10" DIA. PVC SDR-26, (12'-14'), Including Excavation And Backfill	\$ 37.00	\$ 1,184.00
17	LF	PIPE, 10" DIA. PVC SDR-26, (14'-16'), Including Excavation And Backfill	\$ 40.00	\$ 680.00
597	LF	PIPE, 10" DIA. PVC SDR-26, (16'-20'), Including Excavation And Backfill	\$ 44.00	\$ 26,268.00
2,617	LF	PIPE, 10" DIA. PVC SDR-26, (20'-24'), Including Excavation And Backfill	\$ 60.00	\$ 157,020.00
4,630	LF	PIPE, 8" DIA. PVC SDR-26, (0'-8'), Including Excavation And Backfill	\$ 27.00	\$ 125,010.00
1,890	LF	PIPE, 8" DIA. PVC SDR-26, (8'-10'), Including Excavation And Backfill	\$ 28.00	\$ 52,920.00
292	LF	PIPE, 8" DIA. PVC SDR-26, (10'-12'), Including Excavation And Backfill	\$ 30.00	\$ 8,760.00
621	LF	PIPE, 8" DIA. PVC SDR-26, (12'-14'), Including Excavation And Backfill	\$ 33.00	\$ 20,493.00
265	LF	PIPE, 8" DIA. PVC SDR-26, (14'-16'), Including Excavation And Backfill	\$ 35.00	\$ 9,275.00
217	LF	PIPE, 8" DIA. PVC SDR-26, (16'-20'), Including Excavation And Backfill	\$ 38.00	\$ 8,246.00
350	CY	Dry Rock Riprap	\$ 78.00	\$ 27,300.00
32,447	SY	Non-Native Seeding for Erosion Control Method, Hydraulic Planting	\$ 1.40	\$ 45,425.80
2,220	SY	Soil Retention Blanket Class 1; Type A	\$ 1.50	\$ 3,330.00
250	EA	Planting Type Deep Water Zone	\$ 13.00	\$ 3,250.00
500	EA	Planting Type Marsh Zone	\$ 13.00	\$ 6,500.00
500	EA	Planting Type Pond Edge Zone	\$ 13.00	\$ 6,500.00
200	LF	Rock Berm	\$ 23.00	\$ 4,600.00
110	LF	Chain Link Fence	\$ 26.00	\$ 2,860.00
3	EA	Barricades	\$ 1,100.00	\$ 3,300.00
8	Month	Barricades, Signs, and Traffic Handling	\$ 200.00	\$ 1,600.00
37	EA	Traffic Signs	\$ 400.00	\$ 14,800.00
1	LS	Pavement Marking Paint	\$ 14,000.00	\$ 14,000.00
			<b>Subtotal</b>	<b>\$ 4,071,953.80</b>
<b>Alternate 3 - Delete 10" Wastewater Line, Add 21" Wastewater Line</b>				

32	LF	PIPE, 10" DIA. PVC SDR-26, (12'-14'), Including Excavation And Backfill	\$ (2.25)	\$ (72.00)
17	LF	PIPE, 10" DIA. PVC SDR-26, (14'-16'), Including Excavation And Backfill	\$ (11.25)	\$ (191.25)
597	LF	PIPE, 10" DIA. PVC SDR-26, (16'-20'), Including Excavation And Backfill	\$ (1.75)	\$ (1,044.75)
2,617	LF	PIPE, 10" DIA. PVC SDR-26, (20'-24'), Including Excavation And Backfill	\$ (7.50)	\$ (19,627.50)
<b>Subtotal</b>			<b>\$</b>	<b>(20,935.50)</b>
225	LF	PIPE, 21" DIA. PVC SDR-26, (10'-12'), Including Excavation And Backfill	\$ 190.00	\$ 42,750.00
476	LF	PIPE, 21" DIA. PVC SDR-26, (12'-14'), Including Excavation And Backfill	\$ 74.00	\$ 35,224.00
217	LF	PIPE, 21" DIA. PVC SDR-26, (14'-16'), Including Excavation And Backfill	\$ 77.00	\$ 16,709.00
814	LF	PIPE, 21" DIA. PVC SDR-26, (16'-20'), Including Excavation And Backfill	\$ 85.00	\$ 69,190.00
2,617	LF	PIPE, 21" DIA. PVC SDR-26, (20'-24'), Including Excavation And Backfill	\$ 108.00	\$ 282,636.00
1	EA	4' MANHOLE	\$ 3,800.00	\$ 3,800.00
<b>Subtotal</b>			<b>\$</b>	<b>450,309.00</b>
<b>Total ADDED</b>			<b>\$</b>	<b>429,373.50</b>
<b>Alternate 4 - Add 12" Reclaimed Water Main</b>				
4,350	LF	PIPE, 12" DIA. C900 Purple Pipe Reclaimed Water Main (All Depth), Including Excavation And Backfill	\$ 59.00	\$ 256,650.00
<b>Total ADDED</b>			<b>\$</b>	<b>256,650.00</b>
<b>JLG Alternates</b>				
6293	Tns	Extra Gravel for Ground Water Above Bedding per Detail - 21" WW	\$ 23.00	\$ 144,739.00
1351	Tns	Extra Gravel for Ground Water Trench - 8" WW	\$ 23.00	\$ 31,073.00
-481	LF	48" Dia. RCP CL III	\$ 166.00	\$ (79,846.00)
481	LF	48" Class 3 RCP - Rubber Gasketed	\$ 205.00	\$ 98,605.00
-313	LF	36" Class 3 RCP CL III	\$ 105.00	\$ (32,865.00)
313	LF	36" Class 3 RCP - Rubber Gasketed	\$ 132.00	\$ 41,316.00
<b>Total ADDED</b>			<b>\$</b>	<b>203,022.00</b>
<b>Change Orders</b>				
1	LS	3"-8" Tex-Mex Gravel and Ground Cover for Roundabouts	\$ 8,500.00	\$ 8,500.00
16	EA	P.C. Sidewalk Curb Ramp with Pavers (Type 1)	\$ (1,100.00)	\$ (17,600.00)
30	SF	P.C. Concrete Valley Gutters	\$ 9.50	\$ 285.00
32	EA	Remove and Dispose Curb Ramp Transitions	\$ 200.00	\$ 6,400.00
320	LF	P.C. Concrete Curb and Gutter (Excavation)	\$ 13.50	\$ 4,320.00
<b>Total ADDED</b>			<b>\$</b>	<b>1,905.00</b>

<b>Total Final Cost and Quantities City of Kyle</b>	<b>\$ 4,962,904.30</b>
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**EXHIBIT C**

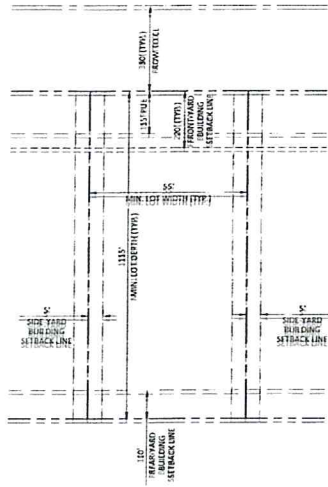
SUBDIVISION MAP



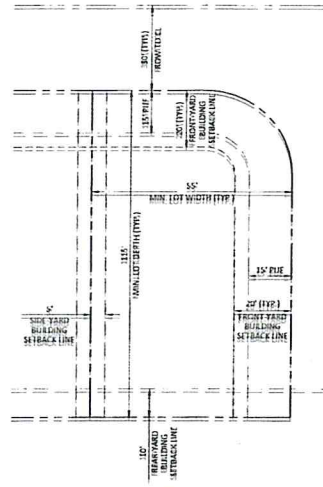




COOL SPRINGS SUBDIVISION  
 PHASE II  
 HAYS COUNTY, TEXAS



TYPICAL LOT P.U.E. ASSIGNMENT  
 NOT TO SCALE



TYPICAL CORNER LOT P.U.E. ASSIGNMENT  
 NOT TO SCALE

<b>DA DOUCET &amp; ASSOCIATES</b> Civil Engineering & Planning Consultants 7401 B. Highway 71 W. Suite 140 Austin, Texas 78736. Phone: (512)-583-2400 www.doucet-engineers.com TCEC Form #101-05-000 / TAFE Form #3937	Date: 02/05/2020
	Scale: 1/8" = 1'-0"
	Project: 19-000
	Location: 19-000
	Sheet: 1 of 1
	Scale: 1/8" = 1'-0"





# CITY OF KYLE, TEXAS

## Approve an Amendment to the City Manager's Contract to Allow for Contributions to a Separate Retirement Plan

Meeting Date: 5/19/2020  
Date time: 7:00 PM

**Subject/Recommendation:** Approve an amendment to the City Manager's contract to allow for any retirement contributions (TMRS) that exceed the maximum IRS compensation limit then such overage shall be deposited into a separate qualified retirement plan of City Manager's choosing. ~ *Sandra Duran, Director Human Resources/Paige Saenz, City Attorney*

**Other Information:** Each year, the IRS sets a compensation limit which specifies the maximum amount of compensation that may be used in calculating the amount that may be contributed to a retirement plan. This maximum threshold amount is applicable to employees both in the public and private sectors. Employees who began participating in TMRS on or after January 1, 1996, are subject to this annual compensation limit. For tax year 2020, the combined salary and benefits of the city manager are projected to exceed this cap by \$1,159.64 for a projected overage to TMRS of \$227.75. The city manager is requesting the city contribute this overage into another qualified retirement account. This could be a 457 plan, 403B plan, 401A plan or other qualified retirement plan.

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- Amendment

**AMENDMENT NUMBER ONE TO THE AMENDED AND RESTATED CITY MANAGER  
EMPLOYMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS                   §

THIS Amendment Number One to the Amended and Restated City Manager Agreement (“Agreement”), is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Kyle, Texas, a Texas municipal corporation (the “City”) and J. Scott Sellers (the “Manager”), collectively referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, the City and the Manager entered into that certain Amended and Restated City Manager Employment Agreement dated effective January 1, 2020 (the “Original Agreement”); and,

WHEREAS, Original Agreement provides for the City to pay the Manager’s full contribution to TMRS, not to exceed twenty-one percent (21%) of the Manager’s base salary; and,

WHEREAS, the Internal Revenue Service (the “IRS”) sets maximum compensation limits applicable to the Texas Municipal Retirement Plan (“TMRS”), in which the IRS specifies the maximum amount of compensation that may be used to calculate the employee’s [and the employer’s] contribution into TMRS (the “Maximum Compensation Limit”); and,

WHEREAS, such Maximum Compensation Limit may be adjusted by the IRS each year; and,

WHEREAS, the City and the Manager desire to provide for the deposit of a portion of the Manager’s compensation that exceeds the Maximum Compensation Limit into a retirement plan of the Manager’s choice;

NOW, THEREFORE, the City Council, on behalf of the City, and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, have agreed and do HEREBY AGREE as follows:

**I.           AMENDMENT OF THE ORIGINAL AGREEMENT**

1.1.   AMENDMENT OF RETIREMENT BENEFIT PROVISIONS. Section 3.7 of the Original Agreement is hereby amended in its entirety to read as follows:

3.7 RETIREMENT BENEFIT. Manager is enrolled in the Texas Municipal Retirement System. The City agrees to execute all necessary agreements provided by the Texas Municipal Retirement System (TMRS) for the City's participation in said retirement plan, and in addition to the base salary paid by the City to Manager, the City agrees to pay the Manager's full contribution to TMRS, subject to Maximum Compensation Limit, not to exceed twenty one (21%) percent of Manager's base salary into the system on Manager's behalf, in equal proportionate amounts each pay period, and to transfer ownership to succeeding employers upon Manager's resignation or discharge. In addition, the City will contribute fifteen thousand dollars (\$15,000.00) each year to the Manager's 457 Plan and such contribution shall be paid in equal installments similar to payroll. For each year in which the Manager's base salary exceeds the Maximum Compensation Limit, the City shall deposit into the Manager's 457 Plan or other qualified retirement plan designated by the Manager the portion of the Manager's base salary that would have been deposited into TMRS but for the Maximum Compensation Limit, subject to any applicable limits to deferred compensation set by the IRS.

## II. GENERAL PROVISIONS

2.1 ENTIRE AGREEMENT. This Amendment, together with the Original Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

2.2 BINDING EFFECT. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

2.3 EFFECT OF AMENDMENT. The Parties agree that, except as modified by this Amendment, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

2.4 COUNTERPARTS. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

2.5 EFFECTIVE DATE. The Effective Date of this Amendment is the defined date set forth in the first paragraph.

EXECUTED THIS the \_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF KYLE, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Saenz, City Attorney

\_\_\_\_\_  
J. Scott Sellers, City Manager



# CITY OF KYLE, TEXAS

## RM 967 Resolution

Meeting Date: 5/19/2020

Date time: 7:00 PM

**Subject/Recommendation:** Approve a Resolution of the City Council requesting the Texas Department of Transportation initiate the process to remove a portion of RM 967 and convey to the City of Kyle for future ownership of the right-of-way and maintenance. ~ *Leon Barba, P.E., City Engineer*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- ☐ KyleRM967-RSL\_ROW\_Swap\_Resolution
- ☐ 4.21#24 - Remove portion of FM 2770. TxDOT (Fully executed)
- ☐ 2020.03.13\_RM967\_RobertSLight\_ROW\_swap
- ☐ Detailed Map Showing 967 within City Limits

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Hays County and the Texas Transportation Department (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program, which outlined funding, roles and responsibilities for several roadway improvements; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, TxDOT has completed roadway improvements on RM 967 between Cole Springs Road to FM 1626, including construction of a center turn lane, shoulders and sidewalks and for which Hays County provided the construction funding; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, Hays County is funding and conducting project development for the extension of Robert S. Light Blvd. from I-35 to FM 1626, including constructing two travel lanes (one in each direction) and a grade-separated crossing with the Union Pacific Railroad, for which TxDOT will provide the construction funding and manage construction; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, Hays County is funding project development to improve RM 967 from I-35 to the Union Pacific Railroad in downtown Buda, including shoulder improvements and addition of left turn lanes at certain locations; and

**WHEREAS**, as part of the negotiations of the TxDOT-Hays County Partnership Program, Hays County agreed to provide the construction funding for the improvements to RM 967 between Cole Springs Road and FM 1626 and provide project development funding for the extension Robert S. Light Blvd. between I-35 and FM 1626, and the Texas Department of Transportation agreed to remove the portions of FM 2770 and RM 967 from the State Highway System; and add a portion of Robert S. Light Blvd. to the State Highway System; and

**WHEREAS**, the improvements to RM 967 from Cole Springs Road to FM 1626 are complete; the extension of Robert S. Light Blvd. is underway and anticipated to be let for construction in late 2020; and the improvements to RM 967 from I-35 to the Union Pacific Railroad are underway and estimated to be let for construction in early 2021;

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

- (a) That the City Council of the City of Kyle does hereby request that the Texas Department of Transportation initiate the process to remove a portion of RM 967 (from the intersection with I-35 to 0.15 mile north of I-35) from the State Highway System and convey to the City of Kyle for future ownership of the right-of-way and maintenance.

**PASSED AND APPROVED** this \_\_\_ day of \_\_\_\_\_, 2020.

Attest:

**THE CITY OF KYLE, TEXAS**

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

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

KyleRM967-RSL\_ROWSwap\_Resolution.docx



A Resolution of the Hays County Commissioners Court Requesting that the Texas Department of Transportation Initiate the Process to Remove a Portion of FM 2770 (Robert S. Light to 0.10 mile north of the intersection with Robert S. Light) from the State Highway System and Convey to Hays County for Future Ownership of the Right-of-Way and Maintenance

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

**WHEREAS**, Hays County and the Texas Transportation Department (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program, which outlined funding, roles and responsibilities for several roadway improvements; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, TxDOT has completed roadway improvements on RM 967 between Cole Springs Road to FM 1626, including construction of a center turn lane, shoulders and sidewalks and for which Hays County provided the construction funding; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, Hays County is funding and conducting project development for the extension of Robert S. Light Blvd. from I-35 to FM 1626, including constructing two travel lanes (one in each direction) and a grade-separated crossing with the Union Pacific Railroad, for which TxDOT will provide the construction funding and manage construction; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, Hays County is funding project development to improve RM 967 from I-35 to the Union Pacific Railroad in downtown Buda, including shoulder improvements and addition of left turn lanes at certain locations; and

**WHEREAS**, as part of the negotiations of the TxDOT-Hays County Partnership Program, Hays County agreed to provide the construction funding for the improvements to RM 967 between Cole Springs Road and FM 1626 and provide project development funding for the extension Robert S. Light Blvd. between I-35 and FM 1626, and the Texas Department of Transportation agreed to remove the portions of FM 2770 and RM 967 from the State Highway System; and add a portion of Robert S. Light Blvd. to the State Highway System; and

**WHEREAS**, the improvements to RM 967 from Cole Springs Road to FM 1626 are complete; the extension of Robert S. Light Blvd. is underway and anticipated to be let for construction in late 2020; and the improvements to RM 967 from I-35 to the Union Pacific Railroad are underway and estimated to be let for construction in early 2021;



**NOW, THEREFORE, BE IT RESOLVED** by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby request that the Texas Department of Transportation initiate the process to remove a portion of FM 2770 (Robert S. Light to 0.10 mile north of the intersection with Robert S. Light) from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance.

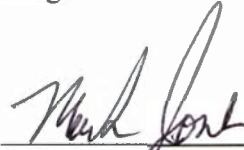
RESOLVED, ORDERED, AND DECLARED this 21 day of April, 2020.



Ruben Becerra  
Hays County Judge



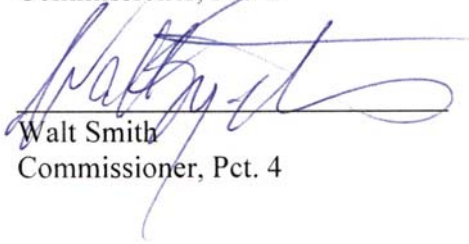
Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1



Mark Jones  
Commissioner, Pct. 2



Lon Shell  
Commissioner, Pct. 3

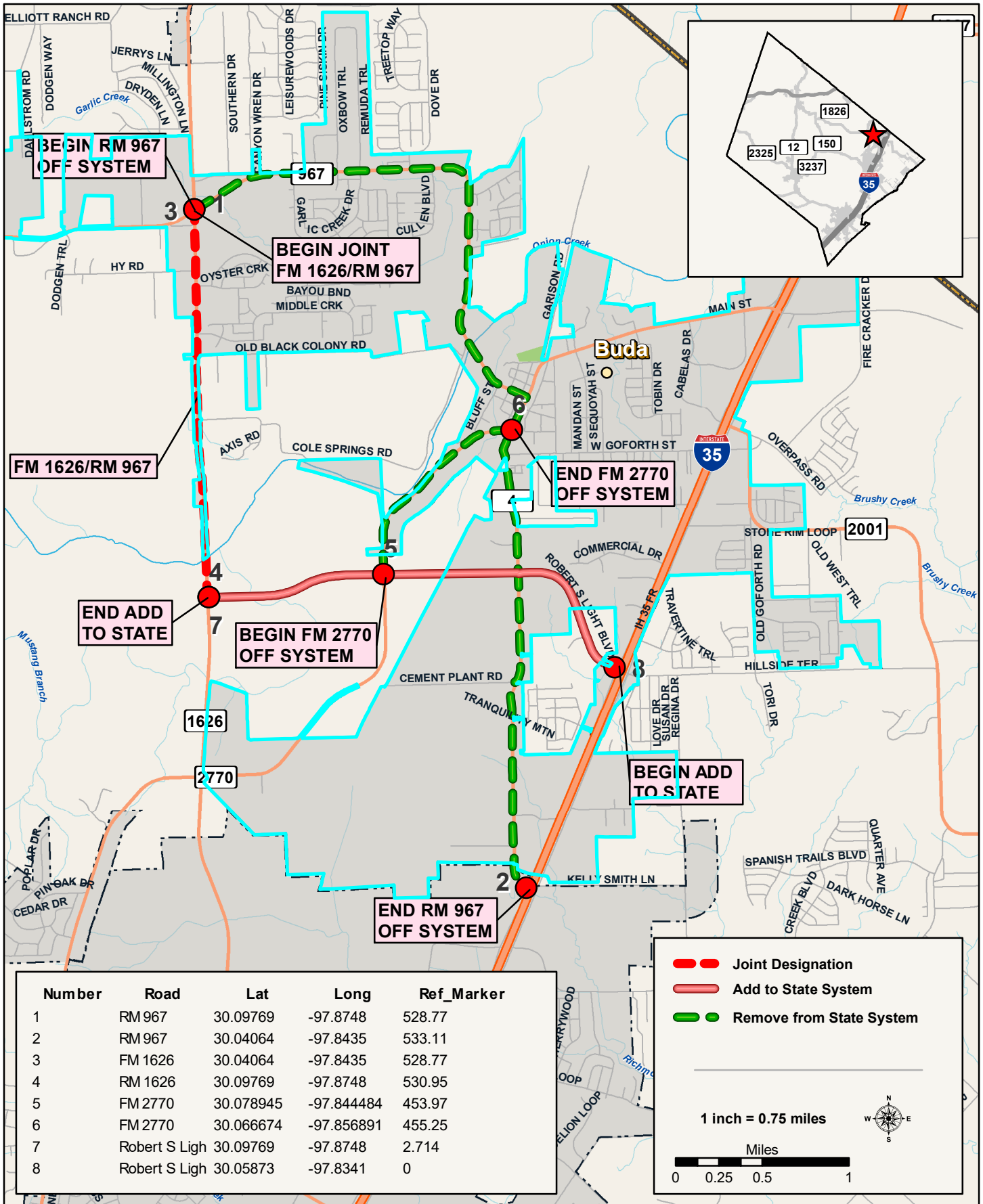


Walt Smith  
Commissioner, Pct. 4

ATTEST:

  
Elaine H. Cardenas,  
Hays County Clerk





Number	Road	Lat	Long	Ref_Marker
1	RM 967	30.09769	-97.8748	528.77
2	RM 967	30.04064	-97.8435	533.11
3	FM 1626	30.04064	-97.8435	528.77
4	RM 1626	30.09769	-97.8748	530.95
5	FM 2770	30.078945	-97.844484	453.97
6	FM 2770	30.066674	-97.856891	455.25
7	Robert S Ligh	30.09769	-97.8748	2.714
8	Robert S Ligh	30.05873	-97.8341	0

- - - Joint Designation  
——— Add to State System  
- - - Remove from State System

1 inch = 0.75 miles

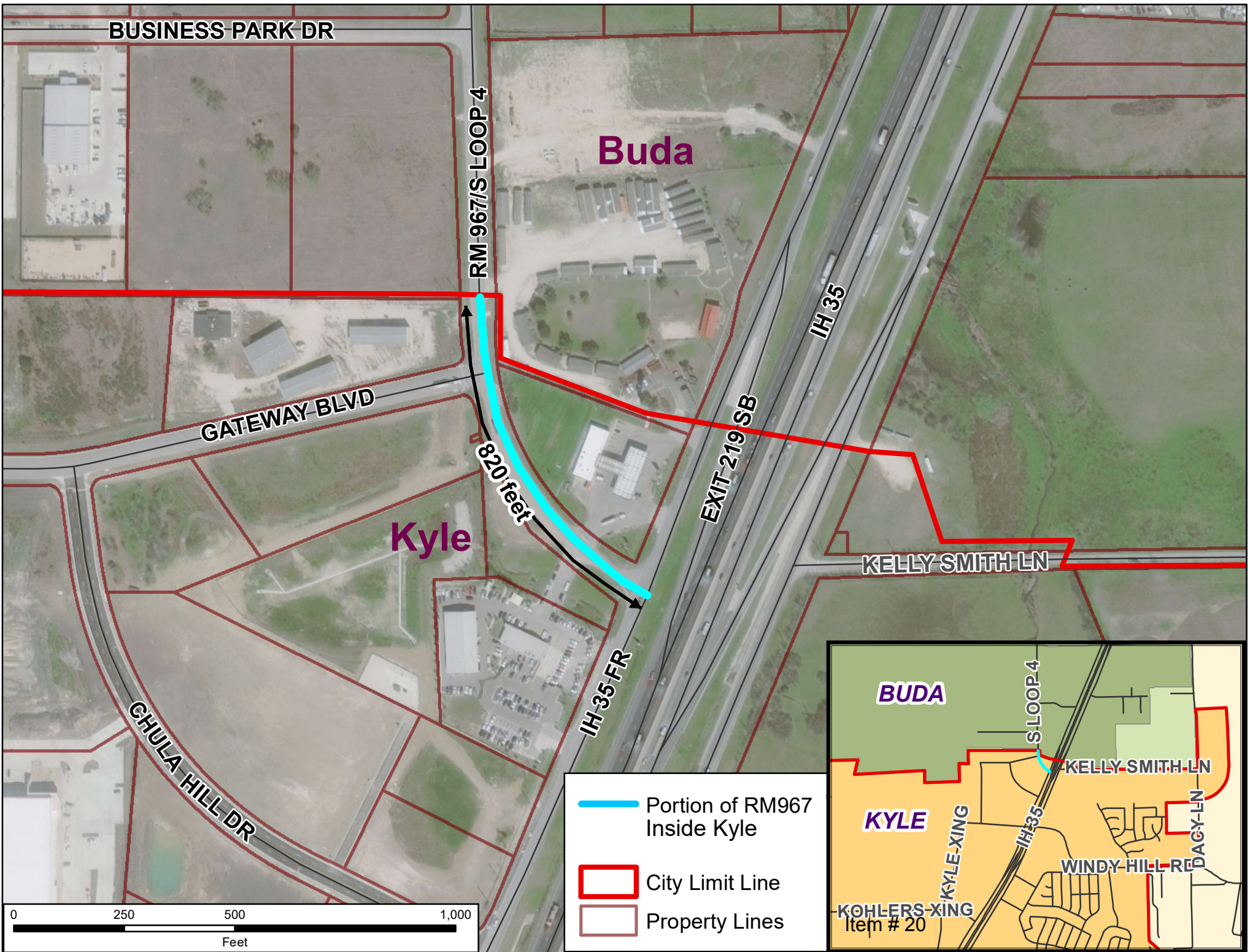
Miles

0 0.25 0.5 1



## ADDITION AND REMOVAL FROM STATE HIGHWAY SYSTEM

### HAYS COUNTY





# CITY OF KYLE, TEXAS

## UPRR At-Grade Crossing Agreement for Opal Lane Quiet Zone Improvements

**Meeting Date: 5/19/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Authorize the City Manager, or his designee, to execute the Public Highway At-Grade Crossing Agreement with UNION PACIFIC RAILROAD COMPANY to make certain improvements at the Opal Lane Railroad Crossing. ~ *Leon Barba, P.E., City Engineer*

**Other Information:** As part of the agreement with Southwest Kyle PID No. 1 (Paramount Subdivision), the developer will be responsible for making improvements to the Union Pacific Railroad (UPRR) crossing located on Opal Lane. These improvements will include all of the necessary requirements for creating a "Quiet Zone". The estimated costs for the improvements are estimated at \$232,488.00.

Per the agreement with UPRR, the City will be responsible for paying the actual costs for the improvements that are made. However, all funding for this project will be reimbursed by Southwest Kyle PID No. 1.

**Legal Notes:** N/A

**Budget Information:** The City of Kyle will be reimbursed by Southwest Kyle PID No. 1 (Paramount Subdivision) for the proposed improvements on UPRR right of way at Opal Lane.

---

### ATTACHMENTS:

#### **Description**

- UPRR At-Grade Crossing Agreement

UP Real Estate Folder No.: 3186-01  
Audit Number \_\_\_\_\_

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

OPAL LANE  
DOT NUMBER 447653N  
MILE POST 202.32, AUSTIN SUB  
KYLE, HAYS COUNTY, TEXAS

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **CITY OF KYLE**, a municipal corporation or political subdivision of the State of Texas to be addressed at 100 W Center Street, Kyle, TX 78640 ("Political Body").

**RECITALS:**

The Political Body desires to undertake as its project (the "Project") the widening of the road with installation of new medians and grading over the Opal Lane at-grade public crossing, DOT Number 447653N at Railroad's Mile Post 202.32 on Railroad's Austin Subdivision at or near Kyle, Hays County, Texas (the "Crossing Area"). The area currently used by the Political Body is depicted on **Exhibit A** as the "Existing Crossing Area" and the new area which the Political Body needs in order to construct the Project is the "New Crossing Area". The Existing Crossing Area and New Crossing Area are collectively referred to as the Crossing Area. The Crossing Area is described in the plans marked **Exhibit A-1**. The portion of the roadway located within the Crossing Area is the "Roadway".

The Railroad and the Political Body are entering into this Agreement to cover the above.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

## **Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

## **Section 2. RAILROAD GRANTS RIGHT**

For and in consideration **SEVEN THOUSAND THREE HUNDRED DOLLARS (\$7,300.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

## **Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

## **Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 3186-01

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

#### **Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

#### **Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

#### **Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Summary of Material and Force Account Work dated August 21, 2019, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Two Hundred Thirty Two Thousand Four Hundred Eighty Eight Dollars (\$232,488.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate includes an estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging

costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities



(the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

#### **Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE  
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

**Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA

reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

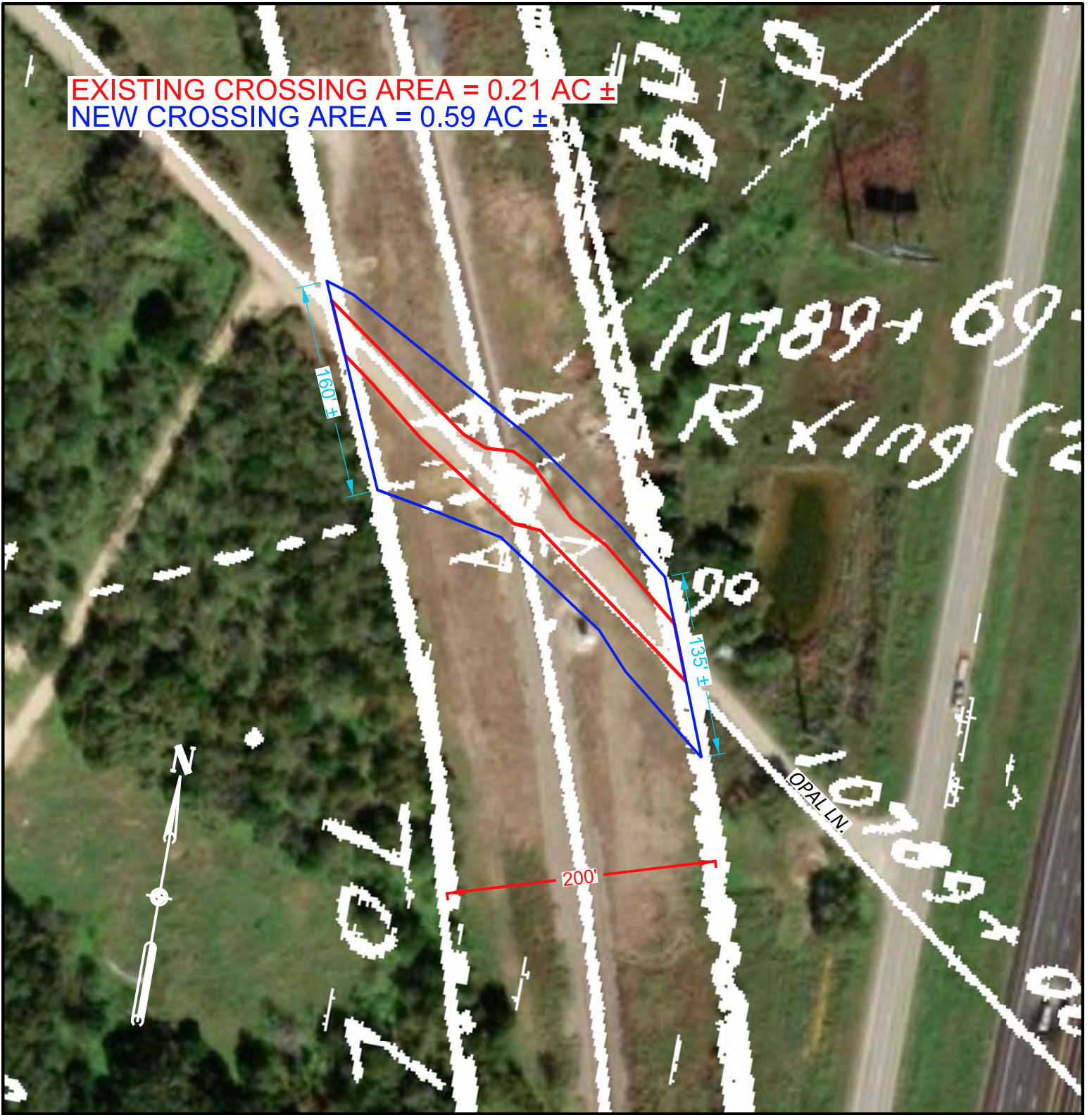
**CITY OF KYLE**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A** will be a print showing the Crossing Area (see Recitals)

EXISTING CROSSING AREA = 0.21 AC ±  
 NEW CROSSING AREA = 0.59 AC ±



**LEGEND:**

- EXISTING CROSSING AREA .....
- NEW CROSSING AREA .....
- UPRRCO. R/W OUTLINED .....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

KYLE, HAYS COUNTY, TX

M.P. 202.32 - AUSTIN SUB.

MAP IGN TX V-9 / 6

SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 3/2/2020

RRM FILE: 03186-01

CADD FILENAME 0318601.DGN

SCAN FILENAME 0318601\_T105K006.1TIFF

**EXHIBIT A-1  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A-1** will be the Plans for the Crossing Area(see Recitals)

# CONSTRUCTION PLANS FOR PARAMOUNT OPAL LANE IMPROVEMENTS KYLE, HAYS COUNTY, TEXAS 78640

**PROJECT CONTACTS**

ENGINEER: MILLER GRAY, LLC  
7320 N MOPAC EXPY, STE 203  
AUSTIN, TEXAS 78731  
(512) 861-5300

SURVEYOR: G&R SURVEYING, LLC  
1805 OUIDA DRIVE  
AUSTIN, TEXAS 78728  
(512) 267-7430

DEVELOPER: PARAMOUNT PARK, LTD  
PO BOX 670649  
DALLAS, TEXAS 75367  
(512) 964-9050

**SURVEY**

TOPOGRAPHY SURVEY PREPARED BY G & R SURVEYING, DATED 6/12/2018.

**BENCHMARKS**

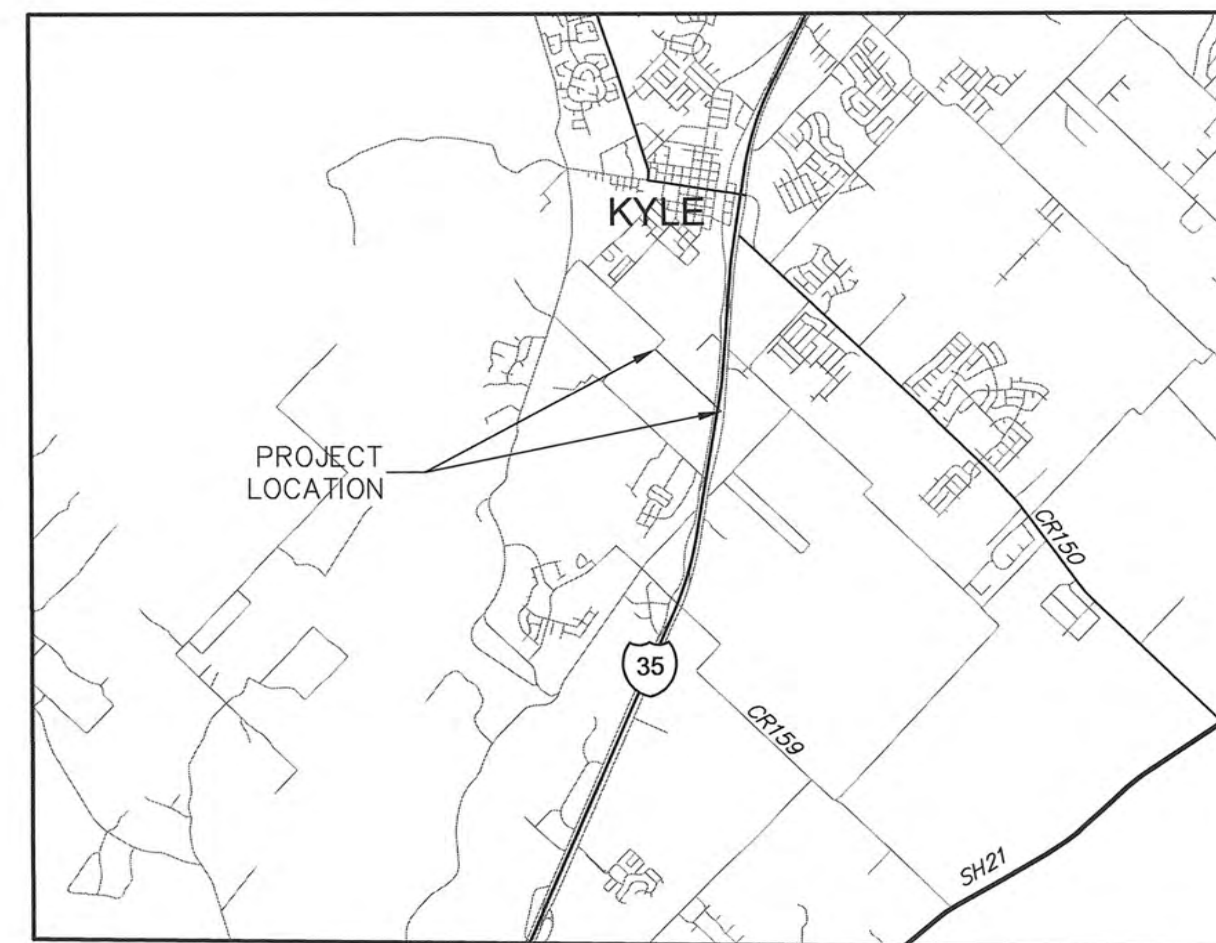
- BM #10, COK SOUTHSIDE WASTEWATER PROJECT, TX STATE PLANE, SOUTH CENTRAL ZONE, US FEET, NAD 83  
NORTHING: 13894634.73  
EASTING: 2323640.89  
ELEVATION: 672.29 (NAVD 88)
- BM #24, COK SOUTHSIDE WASTEWATER PROJECT, TX STATE PLANE, SOUTH CENTRAL ZONE, US FEET, NAD 83  
NORTHING: 13895970.81  
EASTING: 2323951.45  
ELEVATION: 672.49 (NAVD 88)

**EDWARDS AQUIFER**

THIS PROJECT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE/CONTRIBUTING/TRANSITION ZONE AS DEFINED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

**FLOODPLAIN NOTE**

THIS PROJECT DOES NOT LIE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN, AS DEPICTED ON FEMA FIRM PANEL NO.48209C0385F, DATED SEPTEMBER 2, 2005.



SITE LOCATION MAP  
(NOT TO SCALE)

**SUBMITTED BY:**

  
DATE 9/25/2019

**MillerGRAY**

Consulting • Engineering • Infrastructure  
TBPE FIRM REG NO. F-16302

I, SAMUEL C. SHORTER, P.E., DO HEREBY CERTIFY THAT THE ENGINEERING WORK BEING SUBMITTED HEREIN COMPLIES WITH ALL PROVISIONS OF THE TEXAS ENGINEERING PRACTICE ACT, INCLUDING SECTION 131.152(e). I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT, AND MAY RESULT IN CRIMINAL, CIVIL AND/OR ADMINISTRATIVE PENALTIES AGAINST ME, AS AUTHORIZED BY THE ACT.

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

**SHEET INDEX**

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS & DEMOLITION PLAN
4	OVERALL DRAINAGE AREA MAP
5	INLET DRAINAGE AREA MAP
6	EROSION & SEDIMENTATION CONTROL PLAN
7	EROSION & SEDIMENTATION CONTROL PLAN - DECEL LANE
8	EROSION & SEDIMENTATION CONTROL NOTES & DETAILS
9	OPAL LANE PLAN & PROFILE (STA 1+00 TO STA 4+50)
10	OPAL LANE PLAN & PROFILE (STA 4+50 TO STA 8+50)
11	OPAL LANE PLAN & PROFILE (STA 8+50 TO STA 12+50)
12	OPAL LANE PLAN & PROFILE (STA 12+50 TO STA 16+00)
13	OPAL LANE PLAN & PROFILE (STA 16+00 TO END)
14	IH 35 DECELERATION LANE
15	STRIPING & SIGNAGE PLAN
16	TRAFFIC CONTROL PLAN
17	GENERAL DETAILS 1 OF 8
18	GENERAL DETAILS 2 OF 8
19	GENERAL DETAILS 3 OF 8
20	GENERAL DETAILS 4 OF 8
21	GENERAL DETAILS 5 OF 8
22	GENERAL DETAILS 6 OF 8
23	GENERAL DETAILS 7 OF 8
24	GENERAL DETAILS 8 OF 8
25	TRAFFIC CONTROL PLAN DETAILS

**REVIEWED BY:**

  
DIRECTOR OF PUBLIC WORKS, CITY OF KYLE  
DATE 10-8-19

  
CITY ENGINEER, CITY OF KYLE  
DATE 10/15/19

PERMIT NO., KYLE DATE  
18-40135 5/30/2019

TEXAS DEPARTMENT OF TRANSPORTATION DATE

UPRR FOLDER NO. DATE

**REVISION/CORRECTION**

NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO	TOTAL # SHEET IN PLAN SET	BY



**CAUTION!**  
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

**MillerGRAY**  
Consulting • Engineering • Infrastructure  
7320 N. Mopac Expressway, Suite 203  
Austin, Texas 78731  
Phone (512) 861-5300  
www.miller-gray.com  
TBPE FIRM REG. NO. F-16302



**PARAMOUNT OPAL LANE IMPROVEMENTS**  
OPAL LANE, KYLE TEXAS 78640

**COVER SHEET**

PROJECT NUMBER	DATE	DESIGNED	CHECKED
00135-004	9/25/2019	RRM	SCS

SHEET NO.  
1 OF 25  
CP-18-0026

R-00135-Intermed-004 Kyle, Hays County, TX  
 Director of Public Works (CP-18-0026)  
 Paramount Opal Lane Improvements (CP-18-0026)

**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.



F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF ROADWAY**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

## **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy

any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

#### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

#### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

#### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

#### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

#### **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine,

penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property

that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the

Railroad's premises.

### **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

### **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

### **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

### **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

### **SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.



**EXHIBIT C**

**TO**

**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit C** will be Railroad's Material and Force Agreement Estimate (see Recitals)

# Material And Force Account Estimate

## City of Kyle TX

Estimate Number: 124904    Version: 1

Standard Rates:      Labor Additive = 253.76%

**Estimate Good Until 02/21/20**

**Location: AUSTIN SUB, SIMN, 202.3-202.34**

**Description of Work: Austin Sub MP 202.32**

**DOT 447653N-2 Opal Lane, Kyle TX**

**Widen and reconstruct crossing**

**Prepared For:**

**Buy America: No**

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL
<b>ENGINEERING</b>								
		Engineering	1	LS	22,000.00	22,000	0	22,000
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	2,557.00	0	2,557	2,557
<b>Sub-Total =</b>						<b>22,000</b>	<b>4,357</b>	<b>26,357</b>

<b>TRACK CONSTRUCTION - COMPANY</b>								
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	72	TF	939.38	40,619	27,016	67,635
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	88	TF	460.53	28,571	11,956	40,527
	BALAST	BALAST CL1	2	CL	1,411.49	750	2,073	2,823
<b>Sub-Total =</b>						<b>69,940</b>	<b>41,045</b>	<b>110,985</b>

<b>TRACK REMOVAL - COMPANY</b>								
	RDXING	Remove road crossing - prefab	56	TF	132.53	7,422	0	7,422
	TRACK	Remove Track	104	TF	26.20	2,724	0	2,724
<b>Sub-Total =</b>						<b>10,146</b>	<b>0</b>	<b>10,146</b>

<b>SITE WORK - CONTRACT</b>								
4 days		Traffic Control - Detour Signs & Coordination	1	LS	10,000.00	0	10,000	10,000
roadway approach		Asphalt	1	LS	15,000.00	0	15,000	15,000
asphalt underlay		Asphalt	1	LS	40,000.00	0	40,000	40,000
<b>Sub-Total =</b>						<b>0</b>	<b>65,000</b>	<b>65,000</b>

<b>EQUIPMENT RENTAL</b>								
5 days backhoe and dump truck		Equipment Rental	1	LS	20,000.00	0	20,000	20,000
<b>Sub-Total =</b>						<b>0</b>	<b>20,000</b>	<b>20,000</b>

**Total Wgt. in Tons = 705**      **Totals =      102,087      130,402      232,488**

**Grand Total =**      **\$232,488**

**This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority. This estimate is based on a conceptual design, without detailed engineering or site investigation. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.**

**EXHIBIT D**

**TO**

**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit D** will be Contractor's Right of Entry Agreement (see Recitals)

## **CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_

(the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_ located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179  
Attn: Manager  
Folder No. 2992-98

**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

\_\_\_\_\_  
(Name of Contractor)

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

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.



**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work.

Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is,

Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

**Section 8. INDEMNITY.**

**A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS,**

AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



# CITY OF KYLE, TEXAS

## Stagecoach Oak Tree

**Meeting Date: 5/19/2020**  
**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available





# CITY OF KYLE, TEXAS

## PD Bond PR Campaign

Meeting Date: 5/19/2020

Date time: 7:00 PM

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

**Other Information:** For the Other Information box...

Three agencies responded to the RFP. These agencies were:

- Public Information Associates (PIA)
- Buie & Co.
- Gap Strategies

The committee actions were as follows:

- Met to review proposals and decided to interview all three proposers.
- Initial interview resulted in Buie & Co. and Gap Strategies being selected as finalist.
- Second interview with each finalist resulted in a recommendation from the committee in favor of Buie & Co.

Committee members included:

- Dex Ellison, Council Member
- Robert Rizo, Council Member
- Alex Villalobos, Council Member
- Michael Rubsam, Community Member

Staff support provided by:

- Samantha Armbruster, City of Kyle Communications Director
- Jerry Hendrix, City of Kyle Chief of Staff

**Legal Notes:**

**Budget Information:** Total value of the contract is \$75,000.  
The committee recommends a contingency of \$10,000 be added.

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**ATTACHMENTS:**

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**Description**

- ☐ RFP - Kyle PD Bond PR Campaign
- ☐ Proposal - Gap Strategies
- ☐ Proposal - PIA
- ☐ Proposal - Buie & Co.
- ☐ Buie & Company Letter of Engagement/Contract



**CITY OF KYLE, TEXAS**

**REQUEST FOR PROPOSALS (RFP)**

**KYLE POLICE HEADQUARTERS AND HEROES MEMORIAL PARK  
BOND ELECTION PUBLIC EDUCATION CAMPAIGN**

## **REQUEST FOR PROPOSALS**

### **KYLE POLICE HEADQUARTERS AND HEROES MEMORIAL PARK BOND ELECTION PUBLIC RELATIONS CAMPAIGN**

The City of Kyle is seeking proposals from those interested parties in making known and highlighting their interests and qualifications for the development and implementation of a public relations campaign to inform voters in the City of Kyle of the specifics for a voter approved bond to finance the construction of a new police headquarters and Heroes Memorial Park.

Proposals in response to the RFP should be addressed to Jerry Hendrix, will be received at the Office of the City Manager, 100 W. Center St. Kyle, Texas 78640 until 12:00 P.M. on February 28, 2020.

Details of what the City seeks may be secured from the City website ([www.cityofkyle.com/rfps](http://www.cityofkyle.com/rfps)) and are also available from the Office of the City Secretary, Kyle, Texas.

The City reserves the right to accept or reject any and all proposals and to accept only those proposals which are in the best interest of the City of Kyle.

Published: January 22, 2020.

## **DESCRIPTION**

The City of Kyle (City) is seeking voter approval in the November 2020 general election to issue general obligation bonds to finance a new police headquarters and Heroes Memorial Park.

The City seeks proposals from firms with experience conducting public relations and community outreach campaigns to inform voters of the specifics of the bond program. These specifics include:

- The dollar amount of the bond
- The effect of the tax rate on City rate payers
- The size, use and overall need for the facility

Interested parties should submit proposals that provide for the delivery of bond related information to the entirety of the voters within the City. Proposals should also demonstrate a full understanding of applicable statutes regarding governmental bond election public information and outreach practices.

## **REQUIRED**

### **General Requirements**

- Demonstrated knowledge and ability to develop and deliver a public outreach campaign to inform voters regarding the specifics of the City's proposed bond program to finance a new police headquarters and Heroes Memorial Park.
- Demonstrated ability to produce the necessary collateral for the campaign.
- Thorough knowledge of rules and statutes that apply to municipal bond public outreach campaigns using public monies.
- Demonstrated ability to engage voters using a vast variety of communications mediums, including, but not limited to, social media, local news media, public meetings, paid advertising, and video production.
- Provide examples of actual educational campaigns recently conducted by the firm for other municipal entities.

## **TERMS AND CONDITIONS**

### **Submission of Proposals**

Proposals shall be submitted in a sealed envelope plainly marked: Request for Proposal "Kyle Police Headquarters and Heroes Memorial Park Bond Election Public Relations Campaign".

Proposals must be signed by an official authorized to bind the proposer to its provisions. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award. Proposals should be prepared simply and economically providing a straight-forward, concise description of the firm's ability to meet the requirements of the RFP. Proposals shall be written in ink

or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal before submission to the City by the deadline.

The successful proposer will be required to complete and submit Form 1295, Certificate of Interested Parties, to the Texas Ethics Commission.

**Deadline**

All responses must be submitted prior to 12:00 noon on February 28, 2020. Any submittals received after closing time will be disqualified. Proposals must be mailed or delivered to the attention of Jerry Hendrix, City of Kyle at 100 W. Center St., Kyle, TX 78640.

**Name of Proposer**

Proposing party must give full business name and address. Failure to manually sign the proposal will disqualify it.

**Contract**

Once a firm satisfactory to the city is selected, a detailed performance contract will be prepared with the participation of both parties.

**Addenda**

The City reserves the right to revise or amend the requirements for submissions and the criteria for evaluating submissions prior to the date set for opening proposals. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications, copies of such addenda so issued will be posted on the city's website.

**Documentation**

Proposer shall provide all documentation required by this Request for Proposals (RFP). Failure to provide this information may result in rejection of the proposal.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS**

A proposer must affirmatively demonstrate proposer's abilities. A proposer must meet the following requirements and address these items to be considered.

1. Have adequate financial resources, or the ability to obtain such resources as required.
2. Be able to comply with the required or proposed delivery of the project.
3. Be able to demonstrate a proven track record of similar campaigns.
4. Have a satisfactory record of experience and business performance.
5. Have a satisfactory record of integrity and ethics.
6. Make a presentation outlining the proposer's proposal.

The City of Kyle, Texas may request information sufficient to determine proposer's ability to meet the minimum standards set forth herein.

**Termination for Default**

The City of Kyle, Texas reserves the right to enforce the performance of the contract entered into with the successful proposer in any manner prescribed by law or deemed to be in the best interest of the City in the event of a breach or default of the contract. The City of Kyle, Texas reserves the right to terminate the contract immediately in the event the successful fails to:

1. Meet schedules
2. Pay any required fees; or,
3. Otherwise perform in accordance with the proposal specifications.

In the event the successful proposer shall fail to perform, keep or observe terms and conditions of this proposal, the City of Kyle, Texas shall provide written notice of such default, and in the event said default is not remedied to the satisfaction and approval of the City of Kyle, Texas within two (2) working days of receipt of such notice by the successful proposer, default may be declared and the successful proposer's rights shall terminate.

**Silence Of Specifications**

The apparent silence of these specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement. The City reserves the right to revise or amend the specifications prior to the date set for opening proposals pursuant to the paragraph entitled "Addenda" above.

**Performance Bond**

A performance bond based on the final project may be required as a condition of a future contract/RFP.

**Award**

The City of Kyle will select the successful proposal from those that respond to this Request for Proposal based on the completeness of the proposal as well as the overall value of the deliverables proposed. In selecting the proposal, the following criteria will be used, in addition to any other criteria set forth in the RFP:

1. A comprehensive communications plan.
2. The reputation of the proposer and the proposer's prior projects.
3. The extent to which the proposal aligns with the City of Kyle's objectives for educating the voters about this bond election.
4. The proposer's past relationship with the City of Kyle.
5. The total cost and benefits to the City of Kyle to engage the proposers to deliver the project.

The City reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals, and to accept to negotiate cost, terms, or conditions of any proposal determined by the City to be in the best interests of the City. If a proposal is selected it will be the most advantageous to the City. The City reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that proposer whose proposal is deemed to best adhere to the City's specifications and needs.

**CITY OF KYLE, TEXAS  
PROPOSAL**

“By the signature hereon affixed, the proposer hereby certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or any acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01 et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business”.

**SIGNED:** \_\_\_\_\_

**NAME (Please Print):** \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**BID DATE:** \_\_\_\_\_

**BID LOCATION: 100 W. Center St., Kyle, TX 75119**

**Mark on sealed envelope:** Request for Proposal “Kyle Police Headquarters and Heroes Memorial Park Bond Election Public Relations Campaign”

**EXCEPTIONS TO SPECIFICATIONS LIST:** *(Please list page, paragraph and item, then list item substituted or excepted)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



RECEIVED  
FEB 28 2020

City of Kyle Police Headquarters Bond Election

# PUBLIC EDUCATION CAMPAIGN



A proposal for the City of Kyle

Delivered on February 28, 2020 • Submitted by Gap Strategies



Gap Strategies

Item # 23



# LETTER OF INTEREST

Dear Jerry,

Thank you for giving us the opportunity to highlight our interests and qualifications for developing and implementing this in-depth public relations campaign. We are very passionate about this specific work and public engagement in general, and think we'd be a great fit for what you need in Kyle.

While we think the following breakdown of scope is a good estimate for your campaign, we think this type of detailed scope development works best when it comes out of discussion and collaboration with the client. We look forward to tailoring this approach further to better understand your needs and goals if we are awarded the contract.

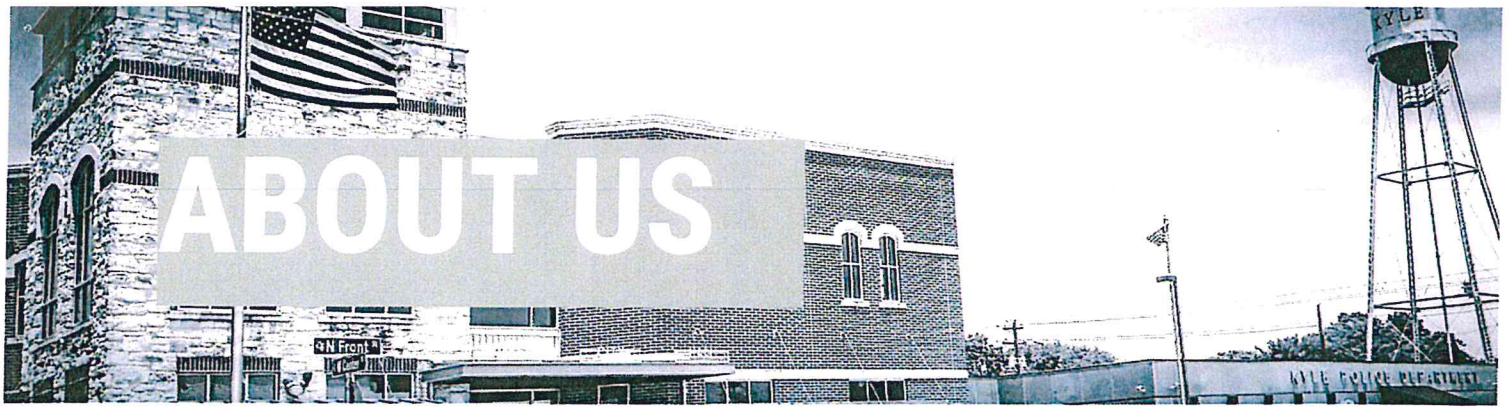
Along with the scope, in the following pages, you'll find some short bios for key team members and examples of relevant work experience. We're glad to elaborate on this and/or send over full resumes for our team, if you'd like.

I look forward to meeting with you to discuss next steps.

Sincerely,



**Jeff Barton, AICP**  
Gap Strategies



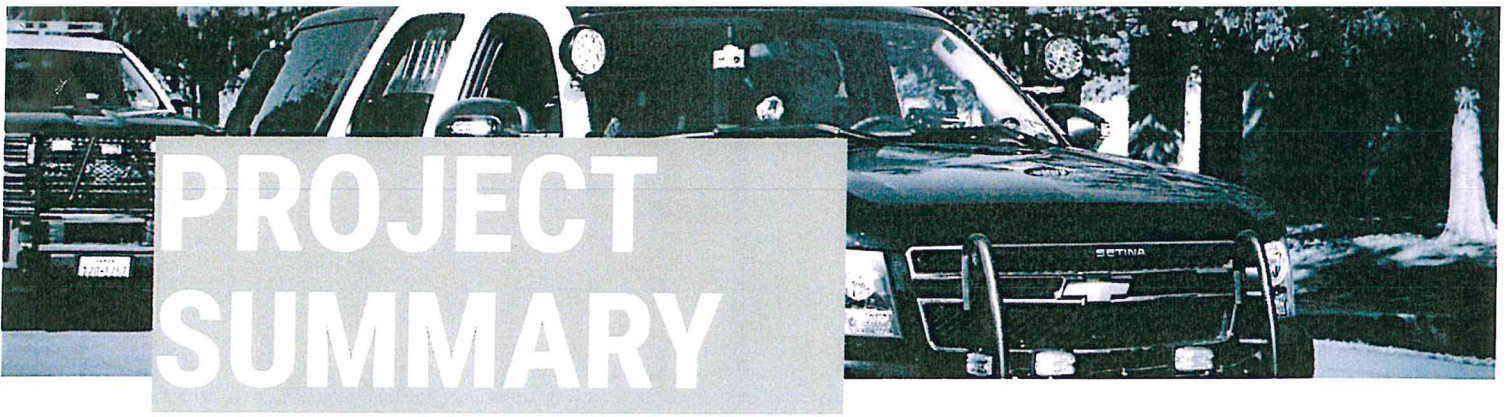
Gap Strategies operates at the nexus of planning, policy, and public engagement.

The firm specializes in innovative political consulting and in-depth public involvement, with a particular focus on complex issues. The “tag line” often used by Gap Strategies – “bridging the divides of a complex world” – reflects the founders’ view that most gaps can be overcome, by partnership, public engagement or by persistence.

Founders of Gap Strategies have worked on numerous bond packages and public engagement campaigns throughout the state of Texas, most recently in the City of Pflugerville. With dozens of successful campaigns under their belt, they have the expertise and political know-how to build a coalition of support and reach, engage, and inform the public in efficient and effective manners.

## **Local roots, but we work all across Texas...**

Addison • Alvin • Atascocita • Aubrey • Austin • Bandera • Bastrop • Bellmead • Brownwood • Buda  
Cedar Park • Colleyville • Conroe • Corpus Christi • Creedmoor • Daingerfield • Dripping Springs  
Elgin • Fair Oaks Ranch • Fredericksburg • Garden Oaks • Houston Humble • Hutto • Katy • Keen  
Lago Vista • Leander • Lockhart • Marble Falls • Martindale • Mercedes • Missouri City  
New Braunfels • Niederwald • Odessa • Pearland • Pearsall • Pecos • Pflugerville • Plainview  
Round Rock • San Antonio • San Marcos • Smithville • Spring Valley • Taylor • The Colony  
University Park • The Woodlands • Waco



# PROJECT SUMMARY

Gap Strategies has a proven track record of delivering clear, concise, and easily digestible information to communities creating champions for public projects. We'll work hand-in-hand with City of Kyle to bridge gaps in resources, time, and expertise to create the best public information campaign possible.

Gap Strategies proposes to provide the following professional services detailed below.

## 1. Project Management and Initiation

Gap Strategies team leaders, Jeff and Kara, along with other team members, will lead a number of kick-off meetings with key staff and stakeholders, such as key City staff and council, select members of KPD, and the City's PIO, to assess the terrain and come up with joint goals and tight deliverables.

## 2. Transparency and Voter Outreach

The creation, distribution, and coordination of in-depth press releases, informational pieces, direct mail pieces in utility bills and other related print materials will be provided. Materials such as renderings, visualizations, photos and videos will be taken and / or obtained by the team. Budgets for URLs and other digital expenses and print materials, along with coordination with the tax assessor for notices on bills of the website, will be provided.

## 3. Website and Graphic Development

Using foundational material provided by Client, create a stand-alone website for the campaign where voters, community leaders, and news media can go to find in-depth information about the election and construction of the new police headquarters, where to vote, and answers to common policy questions. Create logo, color scheme, and images to brand the project.

## 4. Social Media Campaign

Prepare and conduct a robust social media campaign involving an array of project accounts, such as through YouTube, Twitter, Facebook, Instagram, and NextDoor that will be populated with pages and posts containing current information and updates for the duration of the campaign and election. Traditional media outlets, such as newspapers and regional TV news will also be reached out to at several key intersections. These accounts and media outlets will be updated frequently and provide a robust source of information that ties back to the website.

## 5. Schedule Coordination and Broadcast

Keep a master schedule of events, key publication and distribution dates for all prints, press releases and posts published throughout the campaign, along with key election dates, and communication opportunities for public engagement to supporters.

## 6. Presentation Preparation and Meetings

Conduct, lead, and attend numerous public and private meetings with key staff members, stakeholders, and the public in order to help the City and residents appropriately prepare for the election. Reports and updates will be provided to key staff members and stakeholders, such as the City Council, the City's PIO, and/or the Police Chief, to keep the City updated on all progress and milestones reached. In-depth presentations with visualizations and other materials, as well as Spanish and ASL translators, and light snacks and beverages, will be provided at all public meetings. Press releases and/or advertisements for these public meetings will be produced and distributed by the team.

## 7. Produce Short Video Spots

Gap Strategies will write, storyboard, film, edit and produce two or three short videos for the City of Kyle focused on community values, partnership, and bridge building. The videos will be 60 seconds or under for use on social media. Gap Strategies will also cull through news footage, newspaper articles, and press releases to feature in the videos. Videos will be filmed in HD (at least 1080p) with professional sound and lighting suitable for any format. Gap Strategies will turn over all unedited footage to the City at production completion.

## 8. General Support and Crisis Management

Monitor news outlets, social media, letters to the editor, phone calls and other general comments about the bond election, responding in urgent fashion to misstatements to ensure a corrected record is presented to the public wherever possible. Assist City's PIO with media inquiries throughout the process. Be available to residents and City officials 24/7 to answer questions and concerns.

## 9. Project Management

Review and develop project reports and final permanent files for residents and City officials. Close out of all other files and social media sites and pages. Report to the City all related mileage and miscellaneous expenses throughout the project.



# MEET OUR TEAM



## Jeff Barton, AICP

### PROJECT MANAGER

From press secretary to a Central Texas congressman to publisher of a local paper to public relations professional, Jeff Barton has spent a lifetime crafting clear, concise messages for clients.



## Kara Bishop Buffington

### DEPUTY PROJECT MANAGER

Kara Buffington's entire career has been centered on helping cities and counties create compelling narratives to engage their citizens through new and traditional media.



## Sarah Boza

### COMMUNICATIONS LEAD

A graduate of Texas State's School of Geography, Sarah matches complex urban planning principles with real-world communications tools and strategies.



## Todd Phelan

### VIDEO PRODUCTION

Todd Phelan has consulted on projects ranging from short films shown at SXSW to public awareness campaigns about flooding. He works closely with Gap to deliver crisp, easily shareable videos for social media and web.



# RELEVANT WORK EXPERIENCE

## Hays County Public Information Campaign

**When:** July through November 2016

**Gap team efforts:** Gap Strategies developed a robust, non-persuasive public information campaign for Hays County on both of their successful 2016 bond propositions addressing public safety (jail expansion and emergency services) and transportation. Our team created a website with detailed information about each bond proposition and its potential tax impact, a social media campaign on Twitter and Facebook, short videos explaining the improvements, and direct mail to citizens. Gap also assisted the County's PIO in media relations and crisis communications.

**Cost of bonds:** \$106 million Proposition 1 (public safety) and \$131 million for Proposition 2 (transportation and mobility)

**Contact:** Laureen Chernow, Hays County Communications Manager  
[laureen.chernow@co.hays.tx.us](mailto:laureen.chernow@co.hays.tx.us), (512) 393-2296

## City of Buda Bond Facilitation and YesBuda PAC

**When:** April through November 2014

**Gap team efforts:** In 2014, the City of Buda hired Gap Strategies to facilitate a citizen stakeholder committee tasked with recommending a first ever bond proposition to City Council. The committee met over several months and, in August of 2014, unanimously recommended 5 packages totaling \$55 million for projects ranging from street improvements to a new City Hall, library, and Police headquarters. Once on the ballot, Gap Strategies resigned from their City duties and formed an advocacy political action committee called YesBuda. In that role, our team championed the bond projects and ran the campaign to ensure their passage. Gap Strategies created direct mail, a vibrant social media campaign, political signs, and a website during this process and all five propositions passed.



**Cost of Bonds:** \$55 million spread across 5 propositions

**Contact:** Kenneth Williams, Buda City Manager  
[KWilliams@ci.buda.tx.us](mailto:KWilliams@ci.buda.tx.us), (512) 312-0084

## City of Pflugerville Bond Facilitation

**When:** December 2019 through February 2020

**Gap team efforts:** This winter, Gap Strategies was hired by the City of Pflugerville to lead a citizen bond advisory committee whose job it was to cull through potential city projects and recommend a bond package to city council for the May 2020 ballot. Ultimately, the committee recommended calling an election for a transportation bond which is set for this May.

**Cost of Bonds:** \$96 million for transportation projects across Pflugerville

**Contact:** Trey Fletcher, Pflugerville Assistant City Manager  
[treyf@pflugervilletx.gov](mailto:treyf@pflugervilletx.gov), (512) 990-6100

## Hays Building Futures PAC

**When:** Spring 2017

**Gap team efforts:** Leading up to the election in May of 2017, Gap Strategies formed a political action committee that raised money and support for a successful Hays CISD bond package totaling \$250 million. Bond funds were used to build the district's third high school and its 14th elementary school, as well as other capital improvement projects across the school district. The Gap team created a website with information about each project, why they were necessary, and what the possible impact would be on the average taxpayer in Hays CISD. Our team also created content for a rich social and traditional media campaign, signs for yards and polling places, and op-eds for local and regional newspapers.

**Cost of Bonds:** \$250 million



Feb. 26, 2020

City of Kyle  
Mr. Jerry Hendrix  
Chief of Staff  
100 W. Center St.  
Kyle, TX 78640

Dr. Mr. Hendrix,

Public Information Associates (PIA) is pleased to submit this proposal in response to the Kyle Police Headquarters Bond Election Public Relations Campaign RFP. Texas-based and established in 2003, PIA is certified as a Disadvantaged Business Enterprise (DBE) by the North Central Texas Regional Certification Agency (NCTRCA) and as a Historically Underutilized with the Texas Comptroller's Office.

My business partner and I have more than 60 years of combined communication experience with a niche in consensus-building initiatives and a specialty in governmental information. As a former Public Information Director for Collin County, Texas, I created informational campaigns for successful bond elections. Therefore, I know the do's and do not's when it comes to a campaign of this type.

Our most recent clients include, but are not limited to, the Dallas County Community College District, Collin College, Collin County, City of Dallas, North Texas Tollway Authority, Santa Fe Metropolitan Planning Organization, Texas Department of Health and Human Services, JPS Department of Psychiatry and Psychology, North Carolina Department of Transportation and many more.

We are excited about the opportunity to partner with you to implement a comprehensive communications and outreach plan to help educate your citizens about the bond election.

All required documents are enclosed, and we hope to speak with you about our experience soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Leigh Hornsby', is written over a large, stylized '28'.

M. Leigh Hornsby, Ph.D.

*Principal Partner*

**Public Information Associates**

214.551.5401

leigh@piacommunications.com

8105 Rasor Blvd., Ste. 280  
Plano, TX 75024

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## PIA History

Public Information Associates (PIA), formed in 2003, is based in the Dallas-Fort Worth, Texas Metroplex. Owned by partners Judy Meyer and Dr. Leigh Hornsby, the firm specializes in public involvement/information services, training and development, consensus building, and communication strategy development. Ms. Meyer has more than 33 years of communication experience with 20 of those years spent working on transportation planning, design, and construction projects, as well as community planning efforts. Dr. Hornsby has 30 years of experience with communications, higher education, health care, government, public involvement, equity and compliance, and media relations.

PIA has developed and implemented public involvement, strategic planning and communications programs for government initiatives, including visioning and community planning efforts and transportation projects from planning through construction. The firm has worked on roadway, bridge, and transit projects, including various types of rail – commuter and light rail, high-speed and freight rail. PIA also has planned and implemented outreach and involvement programs for both short- and long-term planning projects – Transit-Oriented Development (TOD), statewide transportation plans, and targeted revitalization studies.

Communication tools utilized by PIA to conduct public participation and information programs range from traditional tools, such as media and direct correspondence, to more timely channels, such as Instagram and Twitter, along with online collaboration and survey tools.

PIA has extensive experience with ensuring public involvement activities are carried out so that marketing initiatives and branding can be fully vetted and invested by communities. In addition, PIA specializes in large-scale and statewide transportation efforts, coordinating project advisory committees, and handling controversial projects.

The firm offers services to a wide range of clients, including city and county governments of all sizes, Metropolitan Planning Organizations, higher education, private enterprise and non-profit groups. PIA is certified as a Disadvantaged Business Enterprise (DBE) by the North Central Texas Regional Certification Agency and as a Historically Underutilized Business (HUB) with the Texas State Comptroller. PIA also is certified as a DBE in Oklahoma, Louisiana, Tennessee, North Carolina, and Arkansas.

# Agency Structure

## Team Lead Leigh Hornsby, Ph.D. Bio

### Education

*Ph.D., Public Affairs, University of Texas at Dallas*

- Dissertation: *Administration of Transparency: The Effects of the Public Information Act on Texas Counties*
- Honors Society

*M.C.M. City Management and Public Administration, East Tennessee State University*

- Thesis: *The Effects of Storytelling on Economic Development in the Town of Jonesborough, Tennessee*

*B.S., Mass Communications, East Tennessee State University*

### Experience

With more than 30 years of experience, Leigh is a strategic communications consultant and principal partner at Public Information Associates (PIA). Having served as a public information officer, trainer, news director, anchor and reporter, as well as a project manager, she provides well-organized, effective communications planning and implementation for clients.

Prior to joining PIA in 2012, she managed a team of public relations professionals and graphic designers who supported extensive transportation projects in North Texas. In addition, she created stakeholder outreach plans, coordinated and managed outreach efforts and provided recommendations to clients regarding internal and external communications, training, public involvement and media relations.

Before providing consulting services, Leigh served as the Public Information Officer for Collin County, Texas – one of the fastest growing counties in the nation. She was appointed by the Commissioners Court and served as the first official spokesperson for the Commissioners Court, District Attorney, Health Care Services, Homeland Security, the County and District Court Systems and Emergency Management. In addition, she updated the county's branding and led a team to navigate from static to dynamic web presence. Furthermore, she created the county's first crisis communications plan.

From 1993 to 2002, Leigh was a nationally award-winning radio news director, anchor and political correspondent based in Dallas, Nashville and East Tennessee, having earned the Gracie Allen Award and various state Associated Press awards.

Since 2007, Leigh has served as a communications trainer and instructor, providing students with professional business communications techniques. Based between Tennessee and Texas, Leigh also has higher education experience in policy development, communications, foundation/501C(3) management, as well as Equity & Compliance, Title IX and Title VI investigations and management.

She is a board member of the Girl Scouts of Southern Appalachians.

### Certifications & Precertification

Leigh is precertified for 1.8.1 Public Involvement through the Texas Department of Transportation. PIA is certified as a Disadvantaged Business Enterprise (DBE) by the North Central Texas Regional Certification Agency and as a Historically Underutilized Business (HUB) with the Texas State Comptroller. PIA also is certified as a DBE in Oklahoma, Arizona, Louisiana, Tennessee, North Carolina and Arkansas.

## Selected Projects & Descriptions

**Regional Healthcare Partnership (RHP 18) Project, Collin County, Texas** – As project manager, Leigh leads a group of public health experts, researchers and planners to support Collin County, Texas in its leadership of the Texas Health and Human Services-required Regional Healthcare Partnership (RHP 18) initiative. The project requires consensus building among public and provide healthcare providers in Collin, Grayson and Rockwall counties, as well as the compilation of a regional community needs assessment and health-related project initiatives. Our team guides providers through assigned metrics that address population health. In addition, we create Learning Collaborative events to help guide providers on ways in which they can share and exchange resources. At the beginning of the project, we created an RHP brand, and the team works closely with the county administration and Commissioners Court, as well as the public information office. Since the onset, we worked with providers who managed nearly \$200 million in innovative projects. (August 2012-Present)

### Deliverables

<https://hhs.texas.gov/sites/default/files/documents/laws-regulations/policies-rules/1115-docs/RHP/Plans/RHP18Plan.pdf>

**Community Needs Assessment, Collin County, Texas** – As part of the Regional Healthcare Partnership, Leigh, along with a team of researchers, compiled two Community Needs Assessments for Collin, Grayson and Rockwall counties. The assessments identified health care and mental health care gaps in services and among those who are uninsured, underinsured and on Medicaid. In addition, the assessment compiled data regarding the biggest health threats and ailments among residents in specified demographics. (2017 and 2012-13)

**Behavioral Health Coalition Development, Collin County, Texas** – Leigh managed a team to develop a non-profit 501©(3) organization to provide a mechanism for exchanging information and resources to help improve behavioral health management within the county. The Coalition for Behavioral Health in Collin County was created as a result of this initiative. (2016-2019)

**Brand Awareness Stakeholder Outreach & Survey Strategy, Dallas County Community College District, Dallas County, Texas** – Leigh leads a team of public involvement specialists to obtain key information regarding stakeholder brand awareness. Focus groups include influencers, foundation members, students, potential students, faculty and staff. The project includes a comprehensive survey. Both services are conducted in English and Spanish. (June 2019 – Present)

**Collin College, McKinney, Texas** – Leigh provided public input support with an emphasis on survey development and analysis for a system-wide parking and garage study. (2018)

**John Peter Smith (JPS) Health Network Psychology Internship Accreditation Project, Fort Worth, Texas** – Leigh assists the Department of Psychiatry & Behavioral Health (which includes Psychology) with compilation and documentation in seeking accreditation for the Doctoral Clinical Psychology Internship Program through the APA Commission on Accreditation. (2019)

**FM 1387 Widening Project, Ellis County, Texas** - Leigh provides public involvement coordination, including public meeting implementation, for the Texas Department of Transportation widening study. (2018-Present)

**Public Relations & Marketing Task Force, Girl Scouts of Southern Appalachians, Knoxville, TN** - Leigh chairs the task force, which is comprised of regional communications experts and is responsible for message-driven deliverables, constituent surveys and the development of a speakers' bureau. This is a volunteer position. (2018-Present)

**North Carolina Department of Transportation Corridor Planning, Raleigh, North Carolina** – Leigh created a Stakeholder Involvement Plan to identify outreach needs for two corridors, spanning the entire length of the state. (2018, 2019-Present)

**Girls Service League, Fort Worth, Texas** – Leigh led the non-profit 100-year-old organization through strategic planning to identify strengths, weaknesses, opportunities and threats. (2018)

**Hackberry Creek Master Plan, Highland Park, Texas** – Leigh provided stakeholder communications and input, including the coordination of a stakeholder outreach workshop, where she helped bring town staff and residents together for input sessions. This project earned a merit award from the Texas ASLA. (2017-2018)

**FM 1173 Feasibility Study, Denton County, Texas** - Leigh provided public involvement coordination, including public meeting implementation, for a corridor feasibility study. (January-June 2018)

**Sam Rayburn Tollway Expansion, North Texas Tollway Authority, Plano, Texas** – Leigh provided public involvement coordination for the preliminary engineering project, including the development of a multi-jurisdictional Public Involvement Plan for the 26-mile corridor. (2015-2017)

**Stakeholder Assessment & Website Redesign, Northeast State, Blountville, TN** – Leigh managed a team of IT, communications, marketing professionals and consultants to redesign the college website through consensus building among students, faculty, staff and the community. The initiative required focus groups and outreach among all stakeholders to provide an assessment of social media and communication needs. (2014)

**U.S. 75 Corridor Study and Preliminary Engineering, Texas Department of Transportation, Dallas, Texas** – Leigh provided public involvement coordination for the U.S. 75 corridor study and preliminary engineering project. The corridor length is Interstate 635 in Dallas to State Highway 121 in McKinney. She developed a multi-jurisdictional Public Involvement Plan and managed required outreach for the Federal Highway Administration design schematic approval and environmental clearance for modifications and capacity improvements. (2013-14)

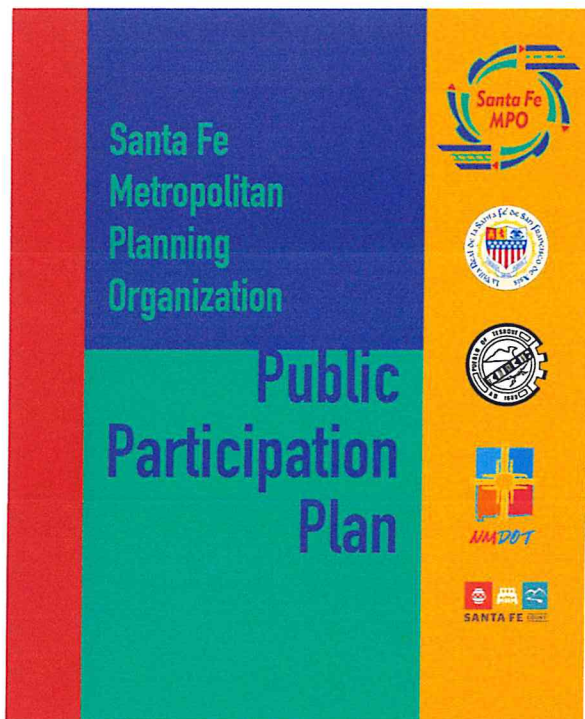
**State Highway 5 Transportation Study, City of McKinney and North Central Texas Council of Governments** – Leigh assisted the comprehensive development team with public and stakeholder relations. The yearlong study helped create a corridor master plan that will help transform and revitalize State Highway 5. (2013)

**Planning for Livable Military Communities Project, North Central Texas Council of Governments, Fort Worth, Texas** – Leigh provided public involvement assistance for this U.S. Department of Housing and Urban Development funded project. The project required specialized outreach to cities and town in western Tarrant County, in partnership with the Naval Air Station Fort Worth Joint Reserve Base. The project helped identify opportunities to revitalize communities, improve housing and retail options, enhance economic competitiveness, preserve military operations, improve transportation and coordinate policies, planning and investments. (2012)

**North Texas Tollway Authority (NTTA), Plano, Texas** – Leigh worked with the North Texas Tollway Authority’s General Engineering Consultant to prepare presentations and materials for NTTA governing board members and NTTA staff. This included writing and editing technical reports about proposed improvements to the tollway system. (2007-2012)

**President George Bush Turnpike Eastern Extension, North Texas Tollway Authority (NTTA), Plano, Texas** – Leigh supported the corridor management team by providing public involvement activities, public information and general outreach for the construction stage of the President George Bush Turnpike Eastern Extension project. She worked closely with partnering cities and stakeholders to provide information regarding closures and completion information. (2011-2012)

**Dallas North Tollway Extension Phase 4A, North Texas Tollway Authority (NTTA), Plano, Texas** – Leigh supported the corridor management team by providing public involvement activities, public information and general outreach for a preliminary design phase. Outreach included monthly stakeholder outreach meetings in Prosper, as well as a Public Meeting and Public Hearing. (2007-2008)





# Organizational Structure



Team Leader/Primary Contact  
**Leigh Hornsby**  
[leigh@piacommunications.com](mailto:leigh@piacommunications.com)  
214-551-5401

Assistant Project Manager  
**Judy Meyer**



Translation Services  
**Dr. Francis Canedo**

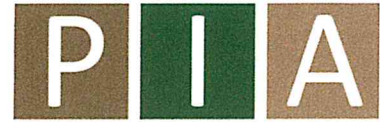
# Reporting & Communication

We use Teamwork Projects, a cloud-based project management and collaboration tool which allows us to effectively track timelines, communicate with the client, provide alerts for approaching deadlines and impacts, visualize progress through the use of Gantt charts, and share documents with comments and notes.

RECENT PROJECT EXAMPLES ARE PROVIDED ON PAGES 10-11.



## Project Synopsis Collin County, Texas



**Texas Healthcare Transformation & Quality  
(Regional Healthcare Partnership 18)**  
Dates of Project: July 2012 – Present

### Medicaid 1115 Waiver

The Texas Healthcare Transformation and Quality Improvement Program allows the state to expand Medicaid managed care while preserving hospital funding, provides incentive payments for health care improvements and directs more funding to hospitals that serve large numbers of uninsured patients. The program replaced a traditional payment structure that equalized Medicaid and Medicare payments with two funding pools:

*Uncompensated Care Pool* – Payments from this fund are designed to help offset the costs of uncompensated care provided by hospitals or other providers.

*Delivery System Reform Incentive Payment (DSRIP) Pool* – These are incentive payments to hospitals and other providers that develop programs or strategies to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided, and the health of the patients and families served.

### Regional Healthcare Partnerships

In order to obtain funds from either of the pools, entities participate in a Regional Healthcare Partnership (RHP). Participants include governmental jurisdictions providing public funds known as Intergovernmental Transfers (IGT), Medicaid providers and other stakeholders. RHP 18 is a partnership among Collin, Grayson and Rockwall counties. These counties are part of the Dallas-Fort Worth Metroplex, located in the Northeast sector. Collin County serves as the “Anchor.”

Leigh Hornsby, Ph.D., along with her firm, Public Information Associates (PIA), serves as project management for RHP 18 and reports to county leadership and the Commissioners Court. PIA developed two Community Needs Assessments and two regional plans that identified partners, proposed projects and funding distribution. PIA established regional stakeholder engagement and coordinating development of a regional plan through a multi-dimensional approach.



(above) Ribbon cutting for the Grayson County Health Clinic.

### Partnerships & Achievements

Multiple healthcare organizations in RHP 18 provide services covered by this Waiver. There are several hospitals, three community behavioral health centers, and a university health sciences center that have added new or expanded services for qualified adults and children, including, but not limited to, the creation of a brand-new health care clinic and expansions of existing clinics.

Past and current providers include, but are not limited to, Children’s Medical Center, Centennial Medical Center, LifePath Systems and University of Texas Southwestern. PIA worked with many providers and administrators to help create unique, transformative projects that have changed the face of healthcare in the three-county area.

**Project Contact:**  
Bill Bilyeu, Collin County Administrator  
972-548-4675

For additional information, visit:

[https://www.collincountytx.gov/healthcare\\_services/Documents/4.9.18%20RHP18%20Medicaid%20Waiver%20Plan%20Update.pdf](https://www.collincountytx.gov/healthcare_services/Documents/4.9.18%20RHP18%20Medicaid%20Waiver%20Plan%20Update.pdf)

## Hackberry Creek Preservation/Restoration Highland Park, Texas



The Town of Highland Park, located in Dallas County, regarded public engagement as a critical element for its study to develop a plan for conserving and restoring Hackberry Creek, a 1.3-mile stream that winds its way through the Town. The bridges and public infrastructure were aging in some areas, and action was needed to ensure resident safety. The Town commissioned a team led by MESA, and that included O'Brian Engineering, and Public Information Associates (PIA).

PIA worked with Town officials to identify property owners and key stakeholders who likely have a vested interest in the plan. These individuals and organizations were invited to participate in a public workshop to help set goals and priorities for the project. Other residents of Highland Park were invited to attend via website notice, media release, email blasts, flyers and dissemination of workshop information via the police department's regular communications with residents and business owners in Highland Park.



Town Services Director, Ronnie Brown, speaks to 51 Highland Park residents at a Public Engagement Workshop.



PIA's Leigh Hornsby helping guide a focus group during the Public Engagement Workshop.

Through a presentation and break-out sessions, we were able to identify key items of importance to attendees. Drawing the public's input and direction, coupled with conversations with the Town Council and staff, MESA addressed the Creek's challenges and opportunities in a comprehensive multi-year plan.

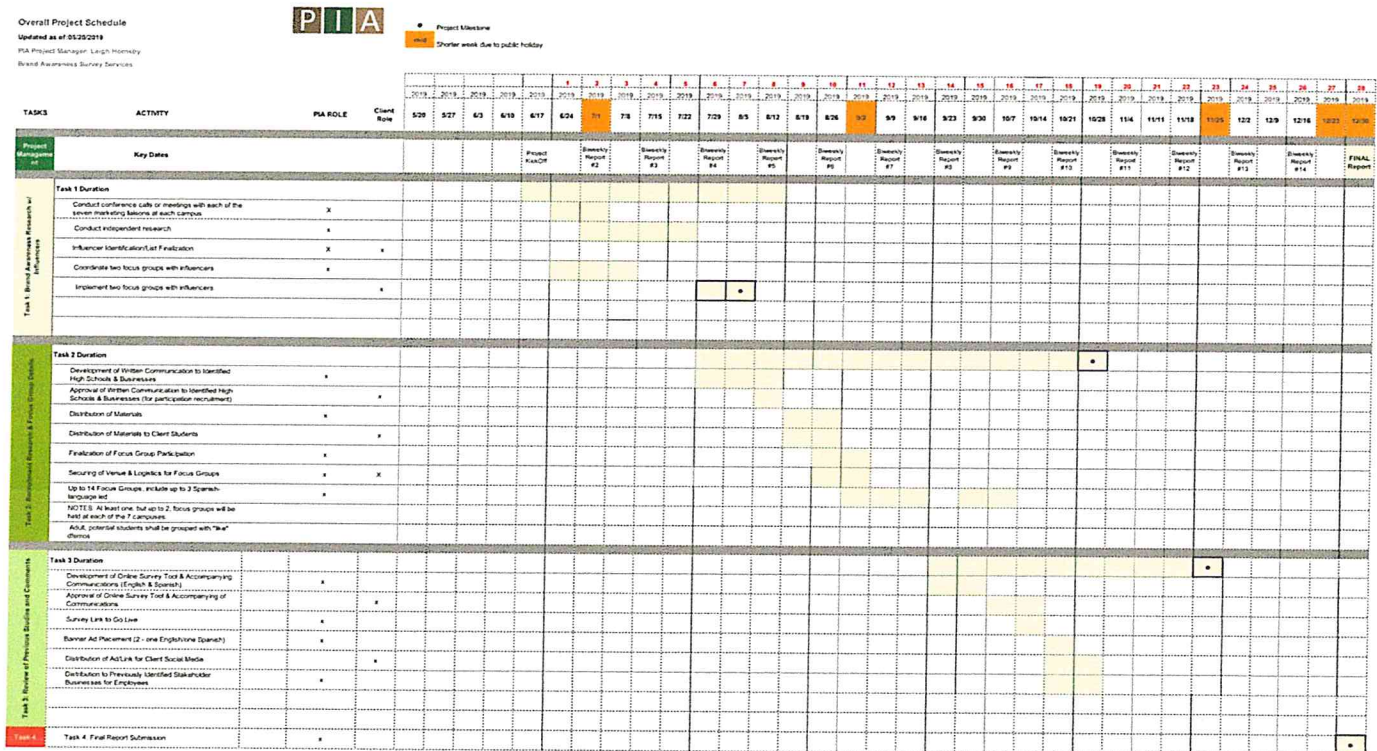
**This project earned a merit award from the Texas ASLA.**

**Project Duration:**  
November 2017 – May 2018

# YOUR PROJECT AND OUR APPROACH

## INPUT

First steps first. Following a scoping meeting with your project team, we will coordinate a project planning meeting. We will come prepared with a Gantt chart that outlines goals, milestones and meetings for each week during the project period. Our chart will include a brief list of items we may request from you to help expedite and effectively accomplish our tasks. We are providing an example of a Gantt chart we recently used with another client with similar goals.



## PROCESS AND PROGRESS

We will plan to participate in regularly scheduled meetings or conference calls. In fact, we recommend a weekly conference call for the first two weeks, followed by calls and/or meetings every other week. We will keep track of progress and issues and will report back to you at each meeting with mechanisms to address or improve any issues.

In addition, PIA will meet with your new Director of Communications Samantha Armbruster for us to better understand your communications infrastructure and learn about resources in hand.

As part of the project kick-off meeting, we will utilize your resources and conduct independent research. From there, we will develop a **Communications Plan** that will outline all activities through the election. As part of a Communications Plan, a **project brand** (identity) will be developed and utilized with each communications item. Communications Plan activities will include the following:

**Identification of Key Stakeholders to Develop a ListServ:** This list will be used as one tool to help in the distribution of key information and messages regarding the election. We will enlist the help of these individuals to provide information to their own constituents.

**Development of Informational Website, Flier** (Flier in English & Spanish) and a **Social Media Series** utilizing up to four sites: We envision developing a website that the project team will manage but one that will be linked to the city website. It will be a point in which we can post timely information, images and contact information. This will serve as a type of landing site for social media outreach.

Through our discussions with you, we will identify four of the most prominent social media sites used by the citizens of Kyle. We could learn that NextDoor and Instagram work better with your residents than Facebook and Twitter.

**Creation of Presentation Materials and Training of Speakers Bureau:** PIA will work with the city to identify a speakers bureau team of five to seven individuals who are known in the community and can serve as informational sources for the bond election. We will provide a PowerPoint presentation for these individuals and train them so that they will be effective at relaying the information during speaking engagements.

**Coordination of up to 20 Speaking Engagements** (for the Speakers Bureau): PIA will work with the city and the speakers bureau to identify key organizations, such as Rotary Clubs, Lions Clubs, PTAs, and others to setup speaking engagements.

**News Release Development:** We will create up to four news releases during the time frame, if and when information is timely and necessary for direct communication with media outlets.

## Service Fees and Expenses

### SERVICE FEES AND EXPENSES

Discovery Phase and Development of a Communications Plan	\$3,200
Identification of Key Stakeholders to Develop a ListServ of up to 100	\$3,400
Development of Informational Website and Flier (Flier in English & Spanish)	\$3,800
Social Media Series of up to 20 posts utilizing up to four sites	\$3,300
Creation of Presentation Materials and Training of Speakers Bureau	\$3,200
Coordination of up to 20 Speaking Engagements (for the Speakers Bureau)	\$6,000
Creation and Distribution of up to 4 News Release	\$1,600
Coordination and Implementation of 2 Public Informational Sessions (Optional)	\$13,200 (Optional)
Communications with City of Kyle, including up to four in-person meetings (included)	
TOTAL ( <u>not</u> including 2 Public Information Sessions):	\$24,500

**Fees inclusive of travel.**

### Note Regarding the Use of Video

While video production can be a valuable tool for communication, a scripted two-minute feature, placed on the website and through social media with up to three speakers and music can be costly. We do have the infrastructure to provide this, however, a two-minute video will cost \$14,000 to complete.

## **Affirmations**

- References
- Financial Standing
- Quality Assurance Plan
- Certificate of Insurance

## References

Mr. Bill Bilyeu  
County Administrator  
Collin County, Texas  
[bbilyeu@collincountytexas.gov](mailto:bbilyeu@collincountytexas.gov)  
972.548.4675

Notes: Leigh Hornsby works with the county on two health-care related initiatives. Prior to this, she served as the county PIO, where she coordinated informational pieces for bond elections.

Ms. Joanna Jordan  
Senior Managing Director, Advertising and Brand  
Dallas County Community College District  
1601 S. Lamar. Street  
Dallas, TX 75215  
[jkjordan@dcccd.edu](mailto:jkjordan@dcccd.edu)  
214.378.1842

Notes: DCCCD is a current client for a brand awareness study.

Dr. Claudia Coggin  
Women's Service League  
4037 Collinwood Ave.  
Fort Worth, TX 76107  
[claudia.coggin@gmail.com](mailto:claudia.coggin@gmail.com)  
817.366.3859

Notes: Leigh Hornsby provided the Women's Service League with Strategic Planning in Spring 2017.

Mr. Stan Cowan  
Principal  
MESA  
2001 N. Lamar Street  
Suite 100  
Dallas, Texas 75202  
[scowan@mesadesigngroup.com](mailto:scowan@mesadesigngroup.com)  
214.871.0568

Notes: Leigh Hornsby works with Mr. Cowan on several projects, including a project with the town of Highland Park, Texas.

Mr. Sam Lopez  
Project Communications  
North Texas Tollway Authority  
Plano, Texas  
[slopez@ntta.org](mailto:slopez@ntta.org)  
214.264.6630

Notes: Leigh Hornsby worked with Mr. Lopez on various, high profile transportation projects.



# Public Information Associates

DUNS: 16-658-5559



## Business Information Report

### Company Information

1000 Honey Suckle Ln  
Allen, TX 75002

This is a **single location** location.

**Telephone** (214) 495-0403

**Stock Symbol:** NA

**Year Started** 2004

**Employees** 1

### Financial Statement

**Sales** \$150,000

**Net Worth** NA

**History:** NA

**Financial Condition:** NA

**Financing:** NA

**SIC:** 8743

**Line of Business:** Public relations services

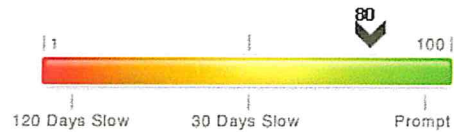
### Corporate Family:

This business is a single location of the corporate family.

## Scores

### PAYDEX®

**80** ▲  
ON TERMS



Based on up to 24 months of trade.  
**D&B PAYDEX® Key**

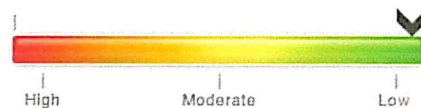
- High risk of late payment  
(average 30 to 120 days beyond terms)
- Medium risk of late payment  
(average 30 days or less beyond terms)
- Low risk of late payment  
(average prompt to 30+ days sooner)

### Credit Limit Recommendation

Risk Category  
**Low**

Conservative Credit Limit  
**\$2.5k**

Aggressive Credit Limit  
**\$10k**



## D&B Rating ®

Rating

--

The credit rating was assigned based on D&B's assessment of the company's financial ratios and its cash flow. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 07/06/2009

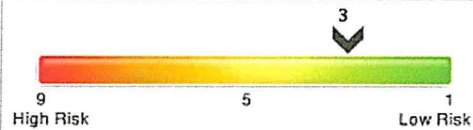
D&B Rating	Date Applied
--	2009-07-06

The Summary Analysis section reflects information in D&B's file as of October 29, 2018

## D&B Viability Rating

3

Viability Score

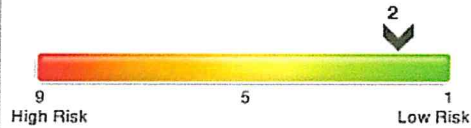


Compared to ALL US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 3: **15%**
- Across all US businesses, the average probability of becoming no longer viable: **14%**

2

Portfolio Comparison

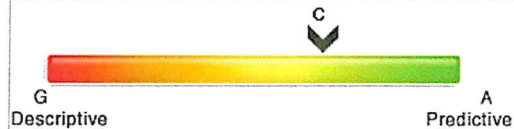


Compared to ALL US Businesses within the D&B Database:

- Model Segment: **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 2 within this model segment: **16%**
- Within this model segment, the average probability of becoming no longer viable: **5%**

C

Data Depth Indicator



**Data Depth Indicator:**

Rich Firmographics  
 Extensive Commercial Trading Activity  
 No Financial Attributes

18



## **Public Information Associates**

### **Quality Assurance Plan**

*Updated June 18, 2013*

#### **Purpose**

Public Information Associates (PIA) strives to provide clients, stakeholders and public with the highest level of objective and credible resources based on carefully crafted and fully developed information.

The Quality Assurance (QA) and Quality Control (QC) of information combine basic governmental policies and directions with standard communications and outreach practices.

For the purpose of this plan, information may include, but is not limited to the following tasks (which may vary depending upon project scope):

- Reports and evaluations
- Website and hard copy materials
- Statistics, summaries and assessments
- Stakeholder and public meeting (or hearing) tools and resources

Oftentimes, these materials, by the nature of our business, are public information and subject to Open Records laws. In some cases, these items may be subject to the Texas Open Records Act. PIA maintains final reports and correspondence based on state document retention policies and procedures:

- Transitory records may be disposed of at the discretion of a PIA principal partner
- Administrative records are maintained for up to five years
- Policy records are maintained up to seven years

When providing services as a *sub* consultant, the prime consultant is part of the PIA QA process and serves as the final reviewer.

#### **General Overview**

Prior to the dissemination of information to the client, PIA provides internal checks and balances to ensure that the materials meet client objectives and expectations.

Both PIA principal partners serve as project managers. A project manager is responsible to ensure that appropriate documentation (QC) and document review (QA) are provided for each project task. A project manager provides final task QA.

Following the development of materials, a PIA partner or sub consultant reviews developed information for accuracy and identifies corrections, if necessary. If PIA is a sub consultant, the prime consultant may provide final QC before submitting to the client.

**Quality Control**

PIA maintains an electronic filing system that utilizes a combination of electronic daily backups of all items and a shared site used between PIA partners, prime consultants and sub consultants when projects are large enough to require multiple QA/QC reviews. Currently, the shared website is via Drop Box.

Project folders are maintained electronically with superseded files containing previous versions of materials for easy reference. Current items are maintained in the prime folder with final, client-approved items filed in a "Final/Approved" folder.

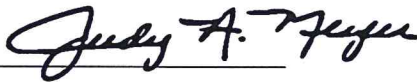
**PIA ensures the following:**

- Primary reviewers include one of the two PIA principal partners or project manager
- Secondary reviewers, when needed, are sub consultants with appropriate qualifications and experience in the produced materials
- Reviewers provide electronic or hand-written (and electronically scanned) comments directly on the material under review
- All reviews will take place within a 24-hour period, when appropriate

Although the client will not be provided with QC review details, PIA will maintain written verification of QC via electronic files.

Both PIA principal partners verify QC:

Judy Meyer



Leigh Hornsby





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hempkins Insurance 304 E. McDermott Allen TX 75002		<b>CONTACT NAME:</b> Candace DeLuna <b>PHONE (A/C, No, Ext):</b> (972) 396-9797 <b>FAX (A/C, No):</b> (972) 396-9535 <b>E-MAIL ADDRESS:</b> candace@hempkins.com	
<b>INSURED</b> Public Information Associates PO Box 570 Allen TX 75013		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security Insurance Company NAIC # 24082 <b>INSURER B:</b> Philadelphia 23850 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1941007064 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS56015998	04/27/2019	04/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Additional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56015998	04/27/2019	04/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS56015998	04/27/2019	04/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			PHSD1125868	04/27/2019	04/27/2020	General Aggregate 1,000,000 Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic Additional Insured by written contract, agreement, or permit applies to the General Liability and Auto Liability. A Waiver of Subrogation applies to both the General Liability and Auto Liability.

### CERTIFICATE HOLDER

### CANCELLATION

\*\*\*\* Information Only\*\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE

*Brad Hemphins*

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**CITY OF KYLE, TEXAS  
PROPOSAL**

"By the signature hereon affixed, the proposer hereby certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or any acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01 et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business".

SIGNED:  \_\_\_\_\_

NAME (Please Print): Leigh Hornsby, Ph.D. \_\_\_\_\_

PROPOSER: Public Information Associates \_\_\_\_\_

ADDRESS: 8105 Razor Blvd. Ste, 280  
Plano, TX 75024 \_\_\_\_\_

PHONE: 214-551-5401 \_\_\_\_\_

BID DATE: 02.26.2020 \_\_\_\_\_

**BID LOCATION: 100 W. Center St., Kyle, TX 75119**

**Mark on sealed envelope:** Request for Proposal "Kyle Police Headquarters and ~~Heroes Memorial Park~~ Bond Election Public Relations Campaign"

**EXCEPTIONS TO SPECIFICATIONS LIST:** (Please list page, paragraph and item, then list item substituted or excepted)

There are no exceptions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFP KYLE POLICE HEADQUARTERS ~~AND HEROES MEMORIAL PARK~~ BOND ELECTIONS PUBLIC EDUCATION CAMPAIGN



# **CITY OF KYLE, TEXAS**

**Request for Proposals**

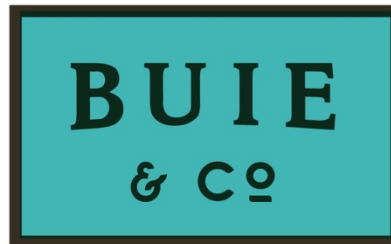
**Kyle Police Headquarters**

**Bond Election Public Education Campaign**

**ORIGINAL**

**February 28, 2020**

**Response Submitted By:**



**PUBLIC RELATIONS**

**Buie & Co. Public Relations, LLC**

**FEBRUARY 28, 2020**

Mr. Jerry Hendrix  
Office of the City Manager  
100 W. Center St.  
Kyle, Texas 78640

Dear Mr. Hendrix,

Thank you so much for including Buie & Co. Public Relations in your review of firms to assist the City's public relations and community outreach effort aimed at educating voters about your proposed 2020 bond program, specifically the Kyle Police headquarters. Our firm, based on services offered and relevant experience, is uniquely positioned to lead this campaign.

Buie & Co. is a full-service communications firm that provides public relations, governmental affairs, creative services and community outreach. Our firm would like to offer you smart counsel and help extend your internal resources. We are built on a culture of communication, integrity, respect and creativity. We operate in a team environment, partnering with our clients to develop strategic and innovative approaches aligned with their organizational goals. We have successfully led campaigns and communications efforts to position our clients as trustworthy community partners, to protect and strengthen their reputations as good corporate citizens and to inoculate them from damaging opposition.

Buie & Co. prides itself on being a one-stop firm, offering everything under one roof. You may not require all of these services, but we do want you to know what you have available if the need does arise.

- Communications Strategy and Planning
- Messaging and Positioning
- Creative/Branding
- Materials Development
- Media Relations (Proactive and Reactive)
- Government Relations
- Social Media
- Community Outreach/Stakeholder Engagement
- Issues Management/Crisis Communications
- Marketing and Advertising
- Special Events

In this proposal, you will find more information about the firm, team bios, core services, our proven track record of success for municipalities and other public entities, and why we believe we are the best team to fulfill the City of Kyle's requirements. We have the strategies and relationships to deliver on all of your requested services. Thank you for your consideration of our response. We want your business.

Best,

Jed Buie  
Partner



**PROPOSER**

Buie & Co. Public Relations, LLC  
2901 Bee Cave Rd., Ste. D  
Austin, Texas 78746

***POINT OF CONTACT:***

Jed Buie  
Partner  
(512) 589-2384  
[jed@buieco.com](mailto:jed@buieco.com)

Authorized signature to bind proposer to the outlined provisions:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **ABOUT BUIE & CO. PUBLIC RELATIONS**

Buie & Co. provides public relations, governmental affairs, creative services and community outreach. That's the straightforward, cut-and-dry description anyway. But the truth of it is, we are happy warriors.

For us, there is no same-old, same-old. There is no autopilot. Every day is different, and that's why we unabashedly love what we do. We thrive on the vibrancy of this business. The always-fluid, ever-changing challenges serve as the spark for our high-energy, high-spirited approach. We mix free-ranging thinking and new technologies with a respect for traditional methods to achieve results. Yes, results. In the end, changing minds, opening eyes and getting your message out is serious business. But nobody goes at it more happily than Buie & Co.

Our firm is built on a culture of communication, integrity, respect and creativity. We operate in a team environment, partnering with our clients to develop strategic and innovative communication approaches aligned with their organizational goals. Our team advocates communication strategies that are clear, consistent and transparent as we partner with clients to shape perceptions and generate measurable results. We are focused on client mission and vision; on substance versus form; on quality versus quantity.

From the public sector to Fortune 500 companies, Buie & Co. has more than 50 years of combined public relations and strategic communications experience and serves a wide variety of clients. The following are just a few examples of the communication and public education efforts that our team has led in recent years. We believe this experience positions Buie & Co. to best serve the City of Kyle's bond communications and community engagement needs.

## **CORE SERVICES**

### ***PUBLIC RELATIONS***

You have a message to get out: we know who to contact. That would be an empty promise if it weren't for the decades of work we've invested in building deep relationships with local, statewide and national media. Additionally, we can help you craft your strategic message to enhance effectiveness, tap into the most appropriate social media channels, even line up speaking opportunities. Need help in a crisis? Our all-hands-on-deck approach includes researching breaking stories, developing messaging and prepping spokespeople for the media. Public relations is all about results. And we get results.

### ***GOVERNMENTAL AFFAIRS***

Effecting change within the local political framework happens only with knowing the ins and outs of the government process. Our focus is Central Texas. We work regularly with city and county departments, elected officials, community groups and business leaders. We understand the process well. By persuading key stakeholders, engaging the public and reaching new audiences, we've tackled even the most controversial projects.

### ***CREATIVE SERVICES***

Even if you have a great message to share, it doesn't matter if people don't take the time to read it. Buie & Co.'s creative process focuses on packaging your content in an incredibly compelling way to create a memorable experience, provoke action or change perception. Our approach is always collaborative; most clients even say it's fun! Whether you need a new logo or an entire brand redesign, a website, custom graphics or unique marketing materials and promotional items, our team knows how to deliver powerful materials so you stand out. Check out some of our creative work at [www.creative.buieco.com](http://www.creative.buieco.com).

## ***COMMUNITY OUTREACH***

Outreach is its own unique challenge. It begins and ends with transparency and integrity. Or to put it in simple terms, you have to do what you say you're going to do. There is no song and dance that is going to engage the public or generate goodwill. We have seen our proactive and open-dialogue approach facilitate communications, build common ground and bring together diverse stakeholders to strike a balance and mobilize support.

## **TEAM**

Buie & Co. proposes the following dedicated staff to provide the City of Kyle with the very best, multi-disciplined team in support of the bond education effort.

### ***JED BUIE***

Jed brings expertise and extensive experience in public relations, community relations, governmental affairs and issues management. He works for a variety of clients with a focus on transportation and public infrastructure, real estate and economic development. Some of his clients include Visit Austin, Austin Independent School District, Balcones Resources, Central Texas Regional Mobility Authority (CTRMA), the City of Dripping Springs and the Williamson County Road Bond Program.

Before founding Buie & Co., Jed was a principal at 3 Point Partners, an Austin-based public affairs firm, for seven years. While there, he worked on the Circuit of the Americas/Formula 1 United States Grand Prix, the City of Austin's Water Treatment Plant #4 and H-E-B.

Prior to joining 3 Point Partners, Jed served as vice president of public affairs for TateAustin for six years. There, he led communications campaigns, public education efforts and outreach for Capital Metro's All Systems Go Commuter Rail initiative, the Austin Independent School District's Apple at Work Bond Program, CTRMA, the Mueller redevelopment and Brackenridge Hospital.

Active in the community, Jed is a past president of the Public Relations Society of America (PRSA) – Austin Chapter, and was a member of the inaugural class of the Austin Area Research Organization's (AARO) Frank McBee Fellowship Program in Civic Entrepreneurship. He has served or is currently serving on the board of directors for the Real Estate Council of Austin (RECA), Greater Austin Chamber of Commerce, Greater San Marcos Partnership, Leadership Austin, The Trail Foundation and The Thinkery.

Jed graduated with an honors degree in public relations from the University of Texas at Austin and earned the distinction of Senior Fellow from the College of Communication. He is a graduate of Leadership Austin and the Leadership Austin Academy for Public Service, and served on its board of directors. As part of his continuing education, Jed is also certified in the Systematic Development of Informed Consent (SDIC), a program designed to facilitate public involvement, especially as it relates to large and complex, and sometimes controversial infrastructure projects.

### ***ASHLEY KEGLEY-WHITEHEAD***

Ashley Kegley-Whitehead is co-founder and partner of Buie & Co., an award-winning, full-service public relations and marketing firm in Central Texas. With an emphasis on infrastructure and social causes, she has managed projects, both big and small, that have figuratively and literally changed the skyline and direction of the City.

As creative director and head of operations, Ashley has helped grow Buie & Co. to close to \$2.0M in revenue in just seven short years. She oversees philanthropic engagements and leads recruitment

efforts for Buie & Co., a team of now 10 amazing employees. Additionally, as head architect and brand ambassador behind Buie & Co., she is enormously proud of the brand recognition the company has built.

In a typical day, Ashley does anything from community involvement and messaging to websites, brand development and media outreach. She thrives on the balance between creativity and strategy that Buie & Co. provides. Some of her current clients include the City of Rollingwood, Austin Independent School District, Catellus, FourT Realty, Waymo (formally Google Self-Driving Cars), Lincoln Ventures and Balcones Resources.

Ashley is board president of Hill Country Conservancy and a graduate of both Leadership Austin's Essential and Emerge programs, as well as RECA's Leadership Development Council. She is a member of the Society for Marketing Professional Services and CreativeMorningsATX. A lover of animals, she has also served on the City's Off-Leash Area Advisory Commission. Ashley lives in East Austin with her husband Sean and hopes to extend her love of community and servant leadership to their beautiful daughters Ava and Landry.

### ***PATTI HIXON***

As Vice President, Patti is responsible for all aspects of client success, from providing strategic counsel to tactical implementation. She also assists with new business and internal team development for Buie & Co.

Certified in the Systematic Development of Informed Consent, Patti is most passionate about work that impacts the public sector. Her day-to-day efforts are always focused on the bigger picture of making a positive impact on the growing Central Texas community. Her client work has ranged from supporting community education around the successful 2017 bond election for the Austin Independent School District to community relations for Waymo to build enthusiasm and trust for self-driving cars.

Before joining the Buie & Co. team, Patti led business development for Jones-Dilworth, Inc., a boutique consultancy that brings emerging technologies to market. In addition to expanding JDI's client base to increase company revenue, she created new lines of revenue for the firm by growing its service offerings and developing a regional new business program. Patti's role at JDI also included traditional client service, including naming and branding, messaging and positioning, media and analyst relations and content marketing to support business growth through VC fundraising, recruitment, user acquisition and lead generation.

Prior to JDI, Patti worked for Hahn Public Communications, where she managed a variety of PR and marketing programs for clients including Educate Texas, the St. David's Foundation, Capital Metro, the Lower Colorado River Authority (LCRA), Lubbock Power & Light and Pedernales Electric Cooperative. Patti was also a founding member of the digital analytics team at global PR firm Porter Novelli, executing campaigns including trend and sentiment analysis to inform communications strategies for clients such as Eisai Pharmaceuticals, Hewlett Packard and PwC.

Patti graduated with honors from Texas State University, where she earned a Bachelor's degree in Public Relations with a minor in English. She is a graduate of the 2013 Leadership Austin Emerge program and the 2019 Essential program. Patti currently serves as board chair for Generation Citizen Central Texas, and as a member of the steering and grants committees for the Women's Fund of Central Texas. Patti spends her free time with her family exploring Austin and the surrounding hill country where she was raised.

### ***SARAH O'BRIEN***

Sarah serves as Senior Account Executive at Buie & Co., where she helps clients cultivate communication strategies that demand attention. Her responsibilities include strategizing new and exciting campaigns, acting as a resource for local and national media, and planning and executing events. Her client work ranges from supporting community education around the successful 2017 bond election for the Austin Independent School District to increasing brand awareness for new real estate concepts such as Natiivo Austin.

Before joining the Buie & Co. team, Sarah worked as an Account Coordinator for Resplendent Hospitality, a boutique hospitality firm, where she led media campaigns for some of Austin's most popular restaurants. While at Resplendent Hospitality, she worked and attended a number of consumer festivals and trade shows on behalf of her clients, such as the Austin Food & Wine Festival and San Antonio Cocktail Conference. She also spearheaded events such as *Tribeza Magazine's* Annual Style Week.

Sarah graduated with a Bachelor of Arts in Strategic Communications from The Ohio State University. Before that, she earned her Associates of Applied Science in Advertising and Marketing Communications from The Fashion Institute of Technology of New York. During her time in Austin, she has worked on projects with the Austin Young Chamber of Commerce, Central Texas Food Bank and Dress for Success to name a few. In her free time, she continues to enjoy the vibrant Austin hospitality scene.

### ***ELMER GUARDADO***

As Account Coordinator at Buie & Co., Elmer serves clients through public relations, community engagement and digital storytelling. His work includes both public and private sector clients, such as the Austin Independent School District, American Constructors, the Central Texas Regional Mobility Authority and Waterloo Greenway. He supports these clients with traditional communications tactics, but also helps them find new and meaningful ways to engage with New Media.

Before joining Buie & Co., Elmer worked on the digital production and content creation team at MarketScale, a B2B marketing agency in Dallas, Texas. He also worked on the Marketing and Event Planning team at the Cambio Center, a non-profit advocacy organization in Columbia, Missouri that focuses on providing resources and education to immigrant communities in the Midwest.

Elmer attended the University of Missouri (MU), where he earned a Bachelor's degree in Digital Storytelling with an emphasis in Communications and New Media. At MU, he served as an Executive Director at MU TV, interned at KBIA - the local NPR-affiliate, and worked with Mizzou Alternative Breaks, a traveling service organization. In his free time, Elmer can be found at the Alamo Drafthouse or on one of Austin's many trails listening to a podcast.

### ***KATE STEVENSON***

Kate serves as the lead designer at Buie & Co., a full-service communications firm in Austin, Texas. She provides clients with inventive design solutions that lead to lasting and impactful outcomes. Her work focuses on brand identity, print collateral, web design, UX/UI and marketing campaigns.

Prior to joining Buie & Co., Kate worked as the Brand Identity & Visual Designer at the Thinkery, an Austin-based non-profit children's museum, where she designed all brand collateral, marketing materials, wayfinding and exhibit signage. During her time there, she developed a custom analytics dashboard for the Thinkery's website and spearheaded a website redesign using LeanUX. In addition to her day-to-day responsibilities, Kate designed logos, website and print materials for the Thinkery's annual gala,

*IMAGINARIUM*, and was responsible for designing the artwork for Thinkery21 – one of Austin’s favorite adult-only events. Before the Thinkery, she freelanced in Austin and worked with clients such as H-E-B and residential developers.

Kate graduated from Art Center College of Design with a Bachelors of Fine Arts in Advertising and was President of the Advertising Club during her time there. She has a certificate in Web Design & Development from Southern Methodist University and a certificate in User Experience Design from the Interaction Design Foundation. In her spare time, she enjoys cooking and hiking around Austin with her dog, Gertie.

***ADDIE BURGESS***

Addie serves as Junior Designer at Buie & Co., where she brings her love of visual storytelling to life through client projects. Her work includes brand and identity development, digital and print collateral, illustration and more.

Addie moved to Austin from Tennessee, where she previously worked with the creative team at the Country Music Hall of Fame and Museum in Nashville and at Robin Easter Design Group in Knoxville. She has worked alongside Special Olympics and with the Center for Sport Peace and Society to prepare for the Global Sports Mentoring Program in partnership with the U.S. Department of State and ESPNw.

Addie holds a Bachelor of Fine Arts in Graphic Design from The University of Tennessee in Knoxville. During her time there, Addie received a number of awards for her undergraduate research work, most notably her bee book. She wrote, designed and plans to publish *Bee a Hero, A Field Guide to Honey Bees for Third Graders*, which aims to raise a generation of pollinator protectors.

When Addie isn’t dreaming about raising bees and growing flowers in her free time, she enjoys exploring Austin’s many foodie destinations and sipping cocktails on a patio with her husband Van.

## GENERAL REQUIREMENTS

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### CASE STUDIES

The following case studies and related materials are intended to demonstrate Buie & Co.'s knowledge and expertise in developing and delivering public outreach campaigns, our ability to produce collateral and our successful track record of engaging voters through a variety of media. These case studies include:

- Austin ISD 2017 School Bond Election
- City of Austin 2018 Bond Election
- City of Buda 2014 Bond Election
- City of Bastrop Building Bastrop Initiative (Land Development Code Overhaul)
- Williamson County Road Bond Program (2006, 2013 and 2019)

We also successfully managed communications and outreach efforts in support of the Dripping Springs ISD 2018 School Bond Election, as well as the Eanes ISD 2015 School Bond Election.

In addition to our public education work around bond proposals, Buie & Co. represents several municipalities throughout Central Texas as their day-to-day communications consultant. These include the City of Bastrop (case study included), the City of Cedar Park, the City of Dripping Springs, the City of Liberty Hill and the City of Rollingwood.

**AUSTIN INDEPENDENT SCHOOL DISTRICT 2017 BOND ELECTION**

Buie & Co. served as the public relations agency of record for Austin Independent School District (AISD) for its November 2017 bond election. The \$1.05-billion bond proposal focused on much needed improvements at schools across the district.

The District tapped Buie & Co. to help manage its public education and outreach efforts aimed at ensuring citizens had the necessary factual information in order to make an informed decision in the election. The team worked quickly to establish a communications plan grounded in research that offered the greatest stakeholder outreach potential.

Using a mix of traditional public relations, community engagement and advertising, the firm raised awareness among stakeholders across the district. Meeting regularly with AISD staff and contractors, Buie & Co. supported resource development and implementation with speaking points, email outreach, digital and print ads, media relations and a series of 13 open houses. We explored every potential channel, providing voters within the district the information they needed through the most effective medium.

On Election Night, the AISD bond passed with 72 percent of the vote, paving the way for all 130 schools to receive much needed improvements.



**AISD BOND ELECTION**  
Every school **benefits**. Every dollar **stays local**.

**NOV. 7, 2017**  
EARLY VOTING: OCT. 23 - NOV. 3



**AISD BOND ELECTION**

21ST-CENTURY LEARNING SPACES  
WITHOUT A TAX RATE INCREASE

Every school **benefits**.  
Every dollar **stays local**.

[AISDFuture.com](http://AISDFuture.com)

[AISDFuture.com](http://AISDFuture.com)

**NOV. 7, 2017**  
EARLY VOTING: OCT. 23 - NOV. 3



**AISD BOND ELECTION**

**AUSTIN**  
Independent School District

**Nov. 7, 2017**

**\$1.05 Billion for Improvements**

LASA HIGH SCHOOL:  
**\$10,380,000** estimated for proposed improvements

[AISDFuture.com](http://AISDFuture.com)

Renovations at Current Eastside Memorial Early College High School Campus to Receive LASA • Campus Master Planning • Fire and Intrusion Alarm Upgrades • Security Camera Replacements • Electrical System Improvements at Current Eastside Memorial ECHS Location • Heating and Air Conditioning Improvements at Current Eastside Memorial ECHS Location • Site Drainage Improvements at Current Eastside Memorial ECHS Location • Technology: Computer Lab Improvements • Technology: Network System Improvements • Technology: Presentation Systems



## **CITY OF AUSTIN 2018 BOND ELECTION**

In August 2018, Austin City Council approved a \$925-million bond election comprised of seven propositions with a directive to City staff to educate the public about the bonds prior to the election on November 6<sup>th</sup>.

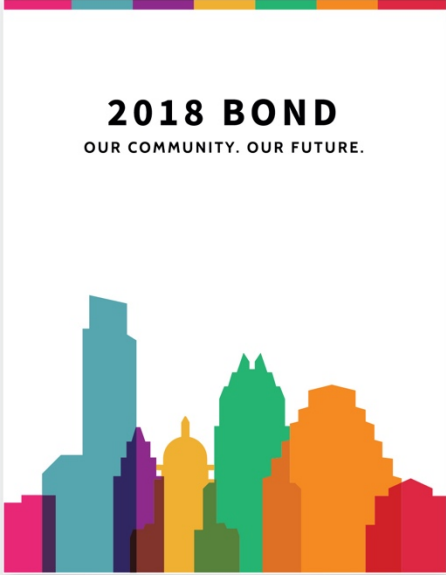
Faced with a compressed timeline of three months to inform Austin voters about all seven propositions, the City's Office of Financial Services hired Buie & Co. to manage outreach and communications for the bond education campaign.

From the brand design and guidelines to the tagline, materials and handouts, Buie & Co. pulled out all the stops. Bilingual bond booklets and one-pagers translated into seven different languages were produced. Our team revamped the bond webpage and created a unique one-of-a-kind interactive memory bond game, hosted 11 open houses (one in each Council district), designed and distributed hundreds of bond posters across the city, and worked with dozens of community groups in Austin to distribute information about the bond to voters.

Working closely with City of Austin staff, Buie & Co. established a media and social media protocol to ensure Austinites received factual information in a timely manner and to ensure that all City departments involved in the bond were coordinated in their efforts of sharing information and remaining consistent on message.

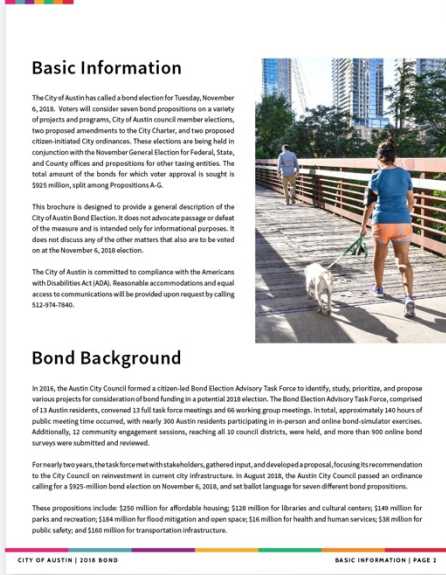
On Election Day 2018, all seven bond propositions passed, each with more than 70 percent of the vote – one of the largest margins of victory for any bond election in Austin, ever.





# 2018 BOND

OUR COMMUNITY. OUR FUTURE.

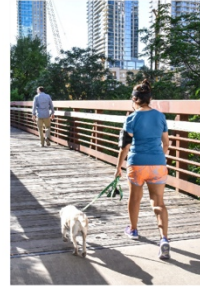


## Basic Information

The City of Austin has called a bond election for Tuesday, November 6, 2018. Voters will consider seven bond propositions on a variety of projects and programs, City of Austin council member elections, two proposal amendments to the City Charter, and two proposed citizen-initiated City ordinances. These elections are being held in conjunction with the November General Election for Federal, State, and County offices and propositions for other taxing entities. The total amount of the bonds for which voter approval is sought is \$925 million, split among Propositions A-G.

This brochure is designed to provide a general description of the City of Austin Bond Election. It does not advocate passage or defeat of the measure and is intended only for informational purposes. It does not discuss any of the other matters that also are to be voted on at the November 6, 2018 election.

The City of Austin is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided upon request by calling 512-978-7460.



## Bond Background

In 2016, the Austin City Council formed a citizen-led Bond Election Advisory Task Force to identify, study, prioritize, and propose various projects for consideration of bond funding in a potential 2018 election. The Bond Election Advisory Task Force, comprised of 13 Austin residents, convened 13 full task force meetings and 66 working group meetings. In total, approximately 140 hours of public meeting time occurred, with nearly 300 Austin residents participating in in-person and online bond-simulator exercises. Additionally, 12 community engagement sessions, reaching all 10 council districts, were held, and more than 900 online bond surveys were submitted and reviewed.

For nearly two years, the task force met with stakeholders, gathered input, and developed a proposal, focusing its recommendation to the City Council on reinvestment in current city infrastructure. In August 2018, the Austin City Council passed an ordinance calling for a \$925 million bond election on November 6, 2018, and set ballot language for seven different bond propositions.

These propositions include: \$250 million for affordable housing; \$128 million for libraries and cultural centers; \$140 million for parks and recreation; \$184 million for flood mitigation and open space; \$16 million for health and human services; \$38 million for public safety; and \$160 million for transportation infrastructure.



## Proposition G: Transportation Infrastructure

Proposition G Total: \$160 million

If approved, this proposition would provide funding for the City to address issues with the City's existing transportation infrastructure, including, but not limited to, street and sidewalk reconstruction and rehabilitation; bridge and structure rehabilitation and replacement; traffic signal upgrades; pedestrian safety improvements; intersection safety projects; and improvement of public spaces through approved Neighborhood Partnering Program projects.

The types of projects and programs to be undertaken as part of this bond proposition, if approved, may include, but are not limited to, the following:

**Street Reconstruction \$66.5 million**  
Funding to allow the City to rehabilitate and reconstruct existing streets that are in poor or failing condition, including associated sidewalks, curb ramps, and drainage.

**Bridges and Structures \$50 million**  
Funding to allow the City to replace the RedBud Trail/Emmet Shatten Bridge over Lady Bird Lake, which is beyond its functional design life. This bridge replacement will provide enhanced roadway/pedestrian safety and improved accessibility. Funding may allow for rehabilitation or replacement of Austin's other high-priority bridges and structures.

**Sidewalk Rehabilitation \$20 million**  
Funding to allow the City to rehabilitate or replace existing sidewalk infrastructure, intended to enhance connectivity within Austin's sidewalk network. Projects will utilize the 2018 Sidewalk Master Plan/ADA (Americans with Disabilities Act) Transition Plan, with a focus on sidewalks rated as "very high" or "high" priorities.

**Vision Zero/Transportation Safety \$15 million**  
Funding for intersection and pedestrian safety improvements.

**Signals and Technology \$4.5 million**  
Funding for safety and mobility improvements, upgrades to signals, controllers, and firmware, expansion of communications systems, and new signal installations.

**Urban Trails \$3 million**  
Funding to allow the City to enhance its current network of urban trails and their inclusion into the City's public mobility infrastructure system. Austin's existing network of urban trails feature multi-use pathways that provide accessible routes for transportation for all ages and abilities.

**Neighborhood Partnering Program \$1 million**  
Funding for the Neighborhood Partnering Program (NPP), which allows citizens to partner with the City to propose small- to medium-scale projects on City-owned property, the purpose of which is to improve the places in which citizens live, work, and play.

**Ballot Language:**  
The issuance of \$160,000,000 in tax supported general obligation bonds and notes for planning, constructing, reconstructing, and improving roads, streets, intersections, sidewalks, bridges, urban trails and related utility and drainage infrastructure for the roads and streets; improving traffic signal synchronization and control systems; acquiring and installing traffic signals; and acquiring land and interests in land and property necessary to do so; and the levy of a tax sufficient to pay for the bonds and notes.



## 2018 BOND

OUR COMMUNITY. OUR FUTURE.

## Bond Background

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**Proposition A: Affordable Housing**  
Creation, rehabilitation, and retention of affordable home rental and ownership opportunities.  
**\$250 million**

**Proposition C: Parks and Recreation**  
Improvements, renovations, and upgrades to various Parks and Recreation assets, including aquatics and acquisition of new parkland.  
**\$149 million**

**Proposition B: Libraries, Museums and Cultural Arts Facilities**  
Renovations at various branch libraries and cultural centers, acquiring property for creative spaces, as well as providing funding to replace the Dougherty Arts Center.  
**\$128 million**

**Proposition D: Flood Mitigation, Open Space and Water Quality Protection**  
Drainage/stormwater projects and acquisition of water quality protection lands.  
**\$184 million**

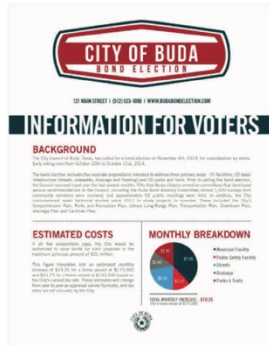
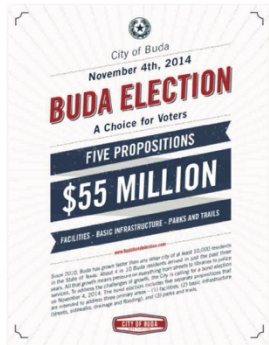
**CITY OF BUDA BOND ELECTION**

Buie & Co. served as the public relations agency of record for the City of Buda for its November 2014 bond election. The \$55-million bond proposal known as “A Choice for Voters,” focused on much needed improvements to municipal facilities infrastructure, as well as parks and trails.

Like many Central Texas cities, Buda is experiencing exponential growth. In fact, four out of 10 Buda residents arrived in just the past three years. That’s a lot of new faces placing a lot of demand on already aging infrastructure, operating beyond capacity. Crowded streets, limited park space, community facilities and an inadequate wastewater treatment plant were just a few of the issues at play. And, while the City had done a great job gathering input to set the ballot initiative, it had never run a bond election before. This would be the first in its history.

It hired Buie & Co. to lead its public education and outreach efforts. The team worked quickly to establish a communications plan grounded in research that offered the greatest stakeholder outreach potential. Using a mix of traditional public relations, community engagement and advertising strategies and tactics, the firm raised awareness of all five propositions and elevated stakeholder understanding of each.

Meeting weekly with City staff and community leaders, Buie & Co. built an election toolbox to educate voters – everything from fact sheets, flyers and a website to open houses, social media updates and traditional earned media, our team left no stone unturned.



**PROPOSITION FIVE**  
Parks & Trails \$8,000,000  
This is for improvements to City Park and various trails as identified in the City Parks, Recreation, Trails and Open Space Master Plan, including public parks and recreational facilities on both the east and west side of the City.

On Election Night, the City of Buda won all five propositions and secured \$55 million for improvements. Prop 1, which called for \$21 million for a new city hall and other facilities passed with 55 percent of the vote. Prop 2, which called for \$6.75 million for public-safety facilities passed with 66 percent support. Prop 3, which called for \$12.25 million for street improvements passed with 72 percent of the vote. Prop 4, which called for \$7 million for flood control passed with 67 percent support. And, Prop 5, which called for \$8 million for parks and recreational facilities passed with 59 percent support.

## **CITY OF BASTROP BUILDING BASTROP INITIATIVE**

In August 2018, the City of Bastrop launched Building Bastrop, an initiative to guide responsible development that honors Bastrop’s authentic past and prepares for its sustainable future through a comprehensive reform of the City’s land-use regulations. The City hired Buie & Co. to brand the campaign and lead all community outreach and engagement efforts over the course of the project.

Buie & Co. created the Building Bastrop identity, delivering a logo and brand guidelines to guide communications for the initiative. Building Bastrop is all about connecting people to policy, and humanizing an otherwise complicated and mundane process of rewriting a city’s land-use regulations. It is about weaving together the history and philosophies that define authentic Bastrop. It is about love, community pride and defining the City’s way of life. It’s about Building Bastrop, together.

Clear and consistent communication was a priority for the City from day one, and Buie & Co. left no stone unturned. After the Building Bastrop initiative was launched and the brand was unveiled at a press conference with the Mayor, Buie & Co. worked with the City to host more than 15 events with an average attendance of 50-75 community members, where stakeholders were able to gather, ask questions and share input regarding the new development code.

Over the course of the 15-month project, Buie & Co. maintained a dedicated project webpage, email account and hotline, and our team also coordinated more than 60 direct mail and email updates to keep the community informed. We also supported the City of Bastrop by distributing press releases and securing media coverage at each project milestone – more than 30 pieces of coverage in total.

The Bastrop Building Block (B3) Code was officially adopted by City Council on November 12, 2019. While the codes have only been in effect for a short time, there has already been a livability impact from the new drainage regulations and enhanced permit review process that were enacted, as well as a number of creative and innovative projects that have been submitted to the City using the new B3 Code.



PLEASE JOIN THE CITY OF BASTROP

**DESIGN RODEO NOV. 29 & 30**    **CODE RODEO DEC. 13 & 14**

**DON'T MISS YOUR CHANCE TO HELP DESIGN THE FUTURE OF BASTROP!**



**CODE DESIGN ENGAGE COLLABORATE**

The City of Bastrop invites you to be part of the process as we design the future of our city and create new land-use regulations that honor our authentic past and prepare for our sustainable future.

Each rodeo will feature open studio time with table talks covering Streets & Mobility, Retrofitting & Infill Development and Housing & Affordability. Illustrators will sketch throughout the event, creating examples of what Bastrop's updated codes could look like based on the live discussion. Each day will conclude with an open house and presentation highlighting discussions and progress made earlier in the day, with opportunities for questions and feedback.

Find details and both Rodeo schedules at: [www.CityofBastrop.org/BuildingBastrop](http://www.CityofBastrop.org/BuildingBastrop)

**WE WANT TO HEAR FROM YOU!**

As part of the strategic and holistic reform of Bastrop's land-use regulations, every property within the city limits will be rezoned in March 2019.

**Please join us for a Code Rodeo on December 13 and 14 at 924 Main Street.** The City launched the Building Bastrop initiative to create a roadmap for responsible development that is geographically sensitive and fiscally sustainable for decades to come. We hope you will be part of the process by joining the Code Rodeo!

Thank you for your feedback and support as we update our land-use regulations to honor Bastrop's authentic past and prepare for our sustainable future.



**DON'T MISS YOUR CHANCE TO HELP DESIGN BASTROP'S FUTURE!**

**RODEO HQ: 924 MAIN STREET**

**CODE RODEO SCHEDULE**

**THURSDAY, DECEMBER 13**  
9:30-11:30 a.m. - Open Studio and Table Talks  
1:00-3:00 p.m. - Open Studio and Table Talks  
6:00-8:00 p.m. - Presentation and Discussion

**FRIDAY, DECEMBER 14**  
10:00 a.m.-Noon - Open Studio and Table Talks  
1:00-2:00 p.m. - Open Studio and Table Talks  
5:00-8:00 p.m. - Presentation and Discussion

**COME AND GO - DROP IN FOR ONE OR MORE SESSIONS AS YOUR SCHEDULE ALLOWS!**

At the Code Rodeo, we will take the ideas and input we heard at our recent Design Rodeo and bring back potential development standards for community feedback. This discussion will ultimately lead to the creation of new land-use regulations that are locally created, geographically sensitive and fiscally sustainable.

[www.CityofBastrop.org/BuildingBastrop](http://www.CityofBastrop.org/BuildingBastrop)

**BUILDING BASTROP**

HONORING OUR AUTHENTIC PAST. PLANNING FOR OUR SUSTAINABLE FUTURE.

**BUILDING BASTROP**

www.CityofBastrop.org/BuildingBastrop  
512-588-0181  
[BuildingBastrop@CityofBastrop.org](mailto:BuildingBastrop@CityofBastrop.org)







**BUILDING BASTROP IN THE WILD**







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Item # 23

### ***WILLIAMSON COUNTY ROAD BOND PROGRAM***

Buie & Co. has served as the public relations/public involvement agency of record for the Williamson County Road Bond Program since 2008. The County has done well to proactively address the infrastructure demands placed on it by a rapidly growing population, in particular, on its roadway system.

In fact, the County's road bond program is seen as a model around the country, but it is not without its share of communications issues to address. How would the multitude of engineering and construction firms manage outreach for the many projects? How would the public know whom to contact for information? County officials knew that without keeping the public informed, there was little chance of completing these projects on time and within budget.



Enter the Buie & Co. team, which quickly established a single source of information for all of the projects in the bond program. We engaged the public through one-on-one meetings and community open houses. We created background materials, including individual project fact sheets and FAQs, and assisted with media relations. And, we initiated a telephone hotline and an email address to offer stakeholders an easy way to voice concerns and ask questions.

By coordinating and streamlining the information flow, Buie & Co. has kept Williamson County stakeholders aware of progress and in-the-know about schedules and details of each project. Williamson County elected officials and staff members were also kept informed of problems and concerns as they arose. Our efforts have helped ensure that the bond projects are being completed on time and within budget.

## ADDITIONAL EXAMPLES OF OUR COLLATERAL



## ADDITIONAL INFORMATION SOUGHT IN THE RFP (GENERAL REQUIREMENTS CONTINUED)

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The RFP specifically asks about our knowledge of rules and statutes that apply to municipal bond public outreach campaigns using public monies. Buie & Co. has years of experience running public education campaigns for municipalities and school districts throughout Central Texas. As a result, we have a deep understanding of the rules governing education versus advocacy. We work in close coordination with bond counsel to ensure we are fully compliant with all of our communications regardless of medium. Additionally, having represented several municipalities throughout the region, our firm has a great appreciation for the use of public monies and the scrutiny that comes with it. The bottom line is that Buie & Co. will be a responsible steward of the City's resources and will act in accordance with all laws governing this initiative.

### MINIMUM STANDARDS

Buie & Co. is pleased to submit the following responses to the City's required minimum standards.

- **Adequate financial resources:** Buie & Co. enters its eighth year in business with a staff of 12 full-time employees and two interns. The firm surpassed the \$2 million mark in revenue for 2019. It has increased revenue every year since its formation. The company's reserves are fully funded, and we have a line of credit with Frost Bank.
- **Compliance with the required delivery of the project:** Buie & Co. has years of experience leading similar public education campaigns for municipalities and school districts throughout Central Texas. Based on this experience and the expertise of the proposed team, Buie & Co. affirms its ability to comply with the required delivery of the project.
- **Proven track record of similar campaigns:** We would refer you to the case studies included in our response to demonstrate our track record of success with similar campaigns.
- **Record of experience and business performance:** Our firm is enjoying its eighth year in business. Our staff is growing, as is our revenue. We typically provide public relations services to approximately 20 to 25 clients at any given time in both the public and private sectors.
- **Record of integrity and ethics:** Buie & Co. holds itself to the highest ethical standards possible; integrity, accountability and transparency are pillars of the firm and are reflected in our core values. We have also included references in this response of clients that can speak to our technical ability, culture and ethics.
- **Presentation:** If Buie & Co. is selected as the City of Kyle's communications partner, we commit to making a presentation outlining our proposal.



## AWARD CRITERIA

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In fully responding to the requirements outlined in the RFP, Buie & Co. is pleased to submit the following:

- Communications Plan Framework
- Proposer's Reputation (see references below)
- Proposal Alignment with the City's Objectives
- Past Relationship with the City of Kyle
- Cost

## COMMUNICATIONS PLAN

### ***OVERVIEW***

Communicating the need for this bond package, and doing so by providing opportunities to engage with and listen to residents, will be vital to achieving voter approval in November. We recommend a proactive approach with a communications strategy that emphasizes the facts and underscores our commitment to transparency. The City of Kyle may not appear to be advocating for the bond; therefore, all of our efforts will focus on educating the public about the proposal.

Our overall effort will be guided by the belief that the City is being both responsible and responsive through the pursuit of this bond. We will demonstrate how the new police headquarters will impact residents in the near and long term. Below, please find our goals for this effort, our target audiences and the high-level strategy we propose to communicate with those audiences ahead of Election Day.

### ***GOALS***

We offer the following communications goals for your consideration:

- To inform stakeholders about the upcoming bond election;
- To build confidence in the City of Kyle as to the purpose of this bond and how it will impact the community;
- To protect and nurture the City's reputation for transparency and integrity; and,
- To favorably position the City for future bond initiatives.

### ***TARGET AUDIENCES***

The bond package will go before Kyle voters on Nov. 3, 2020. The following audiences should remain top of mind as the public relations campaign progresses:

#### **Internal**

- Mayor and City Council
- City Staff
- Board and Commission Members

#### **External**

- City of Kyle Residents
- Neighborhood Associations
- Local Business Community
- Civic Organizations

## ***PROGRAM***

### **Messaging and Collateral Development**

Clear, concise and consistent messaging is the foundation for all PR and marketing efforts. We need to deliver the right story to the community, stakeholders and the media, and ensure we are saying the same thing about the bond through every medium we use to communicate. Our work will start with the development of a message platform and talking points that will keep the entire team on the same page as to our official answers.

This document will be used to communicate the need, the research that went into the decision to pursue a bond election for the police headquarters and the goals we will achieve through this endeavor. With our key messaging in place – some of which will remain internal – we will then develop a drawer statement for media as well as collateral including a public-facing fact sheet / one pager, an FAQ, a PowerPoint presentation, fliers and more.

### **Spokesperson Training**

We will want the mayor, all council members and key City staff to be prepared to share our message as they are out in the community. We will also want to be thoughtful about who interacts with the media and ensure they are prepared to speak about the bond and effectively shape how this story is told. We recommend spokesperson training, broken into multiple sessions with council members paired up to avoid a quorum, to ensure everyone is comfortable in his/her delivery of our messaging and answering the common questions we expect to receive about the bond.

### **Internal Communications**

We will need to brief City employees to ensure everyone is aware of all legal restrictions regarding communication for the upcoming bond election. We will share our messaging platform, along with developing a communication do's and don'ts document and a protocol for responding to media and community inquiries. Our protocol will include responses to address questions received in person, on the phone or over social media.

### **Website and Social Media**

We recommend adding a page to the City's website with an overview of the bond package as well as our fact sheet and FAQ; we want to use every resource we have to maximize our message pull-through. Along the same lines, we will want to strategically use social media to share the facts of the bond election and our strongest media coverage leading up to the official vote on the bond. We will create an editorial calendar for the website and social media to publish this content with general updates and information, along with a social media-specific protocol for our team and City staff.

### **Media Relations**

With messaging in place and spokesperson training completed, we recommend initiating a regular drumbeat of communication with the media regarding the bond election. Keeping media informed will support the City's reputation and provide another channel for educating the community as the November election draws near. We will share general information on the bond, public engagement opportunities and more.

### **Community Meetings and Events**

We recommend hosting a series of open houses leading up to the November election, to ensure everyone has the opportunity to learn the facts about the bond, ask questions and voice feedback. In some cases, we may find larger community events can provide appropriate, additional venues to interact with the community, but in general, we will want to own these events so we can better control the environment.

We would work with the City to determine the best dates and venues to reach everyone in the community, and then build out a more detailed outreach strategy to ensure everyone is aware of the event schedule. Along with the PowerPoint presentation we develop based on our message platform, our team will create all additional materials needed to support each open house.

### **Paid Media**

Paid media is one of the best ways we can reach community members who may be active voters, but are less engaged with City operations and haven't heard [much] about the bond. We recommend strategic ad campaigns on social media now through November to educate the community about the bond.

We will start small and prove the effectiveness of various channels as we go, investing more where we see the greatest ROI. We also recommend ad buys with the Hays Free Press and Community Impact, calling attention to community meetings and driving stakeholders to the bond webpage for more information. We also recommend distributing a bill insert campaign to reach every stakeholder with our messaging.

### **Measuring Success**

All aspects of our work would be measured against key performance indicators (KPIs) to track our progress. Every month, we will evaluate whether our efforts are moving the needle. In some cases, we will need more time in order to determine whether a tactic is effective. In others, we may see a tactic is performing better than expected and decide to double down in that area. While we want to be proactive and deliberate with our communication around the bond, we must also maintain a level of flexibility to shift our strategy if and when needed.

## **PROPOSER'S REPUTATION**

We are proud of our company's accomplishments and the reputation we have earned by promising and delivering. We have included a few references here if the City would like to know more.

### **Connie Schroeder**

Mayor  
City of Bastrop  
(512) 332-8800  
[cschroeder@cityofbastrop.org](mailto:cschroeder@cityofbastrop.org)

### **Ginger Faught**

Deputy City Administrator  
City of Dripping Springs  
(512) 858-4725  
[gfaught@cityofdrippingsprings.com](mailto:gfaught@cityofdrippingsprings.com)

### **Brenda Eivens**

City Manager  
City of Cedar Park  
(512) 401-5020  
[brenda.eivens@cedarparktexas.gov](mailto:brenda.eivens@cedarparktexas.gov)

### **Carla Steffen**

Bond Executive Lead  
City of Austin  
(512) 414-4014.gov  
[carla.steffen@austintexas.gov](mailto:carla.steffen@austintexas.gov)

### **Reyne Telles**

Executive Director, Dept. of  
Communications and Community Engagement  
Austin ISD  
(512) 414-9776  
[reyne.telles@austinisd.org](mailto:reyne.telles@austinisd.org)

### **Bob Daigh**

Senior Director of Infrastructure  
Williamson County  
(512) 943-3335  
[bdaigh@wilco.org](mailto:bdaigh@wilco.org)

### **Kenneth Williams**

City Manager  
City of Buda  
(512) 312-0084

**PROPOSAL ALIGNMENT WITH CITY OBJECTIVES**

We believe the communications plan speaks to our alignment with the City of Kyle’s objectives and that we have the experience and necessary strategy to deliver on our commitment to the City. Additionally, our case studies should demonstrate that our approach is proven to yield results.

**PAST RELATIONSHIP WITH CITY OF KYLE**

To date, Buie & Co. has not had the opportunity to partner with the City of Kyle, but we hope to do so through this education effort. We have had the opportunity to work with Buda, Bastrop, Dripping Springs, Cedar Park, Liberty Hill and Rollingwood in the past and believe this experience will be invaluable if we have the good fortune to support your public education efforts.

**COST**

Without building out the recommended program in greater detail, we would anticipate a budget for professional fees somewhere in the range of \$50,000 to \$70,000. This assumes a timeline of approximately seven months, leading up to the election in November. This estimate reflects the scope outlined in the communications plan. It also is based on the number of hours we believe it will take to execute a successful public education effort using our reduced public-sector rates as outlined below. Hard costs would be separate from this budget and would include items such as advertising, collateral production and event rental. We will not make any hard cost purchases without your prior approval.

PUBLIC SECTOR	
POSITION	RATE
Partner	\$225.00
Vice President	\$200.00
Account Director	\$195.00
Senior Account Executive	\$185.00
Designer	\$175.00
Web Developer	\$175.00
Account Executive	\$175.00
Public Affairs Manager	\$175.00
Junior Designer	\$165.00
Account Coordinator	\$165.00
Intern	\$35.00
<b>BLENDED AVERAGE</b>	<b>\$170.00</b>

Please, know we want to be incredibly good stewards of your financial resources. This is only an estimate; we do not want proposed fees to disqualify us from further consideration. We would ask for the opportunity to discuss further if cost is a concern.

Thank you again for the consideration of our response to your RFP; we are delighted to be included in your review of firms. Buie & Co. stands ready to deliver a comprehensive public education effort and will be a reliable and trusted partner to the City of Kyle.

CITY OF KYLE, TEXAS  
PROPOSAL

"By the signature hereon affixed, the proposer hereby certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or any acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01 et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business".

SIGNED: J. Ruie

NAME (Please Print): Jed Ruie

PROPOSER: Ruie & Co. Public Relations, LLC

ADDRESS: 2901 Bee Cave Rd., Ste. D  
Austin, TX 78746

PHONE: (512) 589-2384

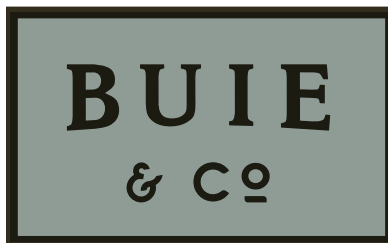
BID DATE: February 20, 2020

BID LOCATION: 100 W. Center St., Kyle, TX 75119

Mark on sealed envelope: Request for Proposal "Kyle Police Headquarters and Heroes Memorial Park Bond Election Public Relations Campaign"

**EXCEPTIONS TO SPECIFICATIONS LIST:** (Please list page, paragraph and item, then list item substituted or excepted)  
No exceptions or substitutions JR

Buie & Co.  
2901 Bee Cave Road  
Suite D  
Austin, TX 78746  
(512) 969.6577



Mr. Jerry Hendrix  
Chief of Staff  
Office of the City Manager  
100 W. Center St.  
Kyle, Texas 78640

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## LETTER OF ENGAGEMENT

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Dear Mr. Hendrix,

Buie & Co. is excited to be selected as the City of Kyle's partner to lead its 2020 public education effort around the bond election for a potential new police headquarters. Our firm, based on the services we offer and the relevant experience we bring, is uniquely positioned to lead this campaign.

At Buie & Co., our mission is to impact Central Texas in the most positive and inclusive way. We are a full-service public relations and marketing firm focused on infrastructure and social causes. Planning and executing a public education campaign, in particular, is not just a practice area for us – it's our passion.

Collectively, our team has helped secure more than \$2.6 billion worth of public support for a variety of initiatives by successfully passing bond elections for two cities, two counties and three school districts. We have a deep understanding of the rules governing education versus advocacy, and we plan to work in close coordination with your bond counsel to ensure we are fully compliant every step of the way. Additionally, having worked with dozens more municipalities and public entities throughout the state, Buie & Co. has a deep understanding of and appreciation for public-sector work and the scrutiny that comes with it. We will operate in a manner that is transparent and respectful of your tax dollars.

Our team's philosophy is to address issues early and openly, while extending a proactive invitation for public involvement. This helps create an educated foundation of allies and is far less costly – monetarily and in terms of credibility – than any attempt to reverse opposition at a later time. We have successfully led communications efforts to position our clients as trustworthy community partners; to protect and strengthen their reputations as good citizens; and to inoculate them from damaging adversarial claims.

Buie & Co. prides itself on being a one-stop firm, offering everything under one roof. The following campaign strategy was created specifically for the City of Kyle. If this approach, timeline and budget meet your approval, we ask that this letter of engagement serve as our contract moving forward.

### **WINNING STRATEGY**

Our team's approach is grounded in basics. We have used this process for many years with proven results. We have developed a plan that is both actionable and measurable and specific to the City of Kyle. The following outline will be used to guide our efforts over the next six months. This phased approach represents our recommended communications plan and includes all activities and timelines.

While moving swiftly, we also recognize the need to be nimble in our approach and offer the ability to pivot quickly, should we need to adjust any of our tactics or strategies along the way.

**I. PHASE I: Roadmap, Messaging and Materials (May - July)**

- A. Define goals and objectives (short-term and long-term)
- B. Identify target audiences (qualitative/quantitative)
- C. Set priorities and establish protocols (media outreach, stakeholder engagement, etc.)
- D. Determine resources (available talent, time and budget)
- E. Develop messaging (what's being proposed, what's at stake, who's affected, cost impacts, etc.)
- F. Develop campaign identity (naming, logo and brand identity)
- G. Develop campaign toolbox and communication vehicles necessary to develop two-way communications (fact sheet, FAQs, yard signs, videos, email template, mailers, webpage, etc.)
- H. Outreach events and presentations with corresponding timelines (open houses, facility tours, presentations, etc.)

**II. PHASE II: Train, Test and Modify (July)**

- A. Identify and train messengers (spokespersons/experts)
- B. Dry run
- C. Dress rehearsal (with key community and business leaders)
- D. Modify and revise based on initial feedback (as necessary)
- E. Schedule outreach and lock in dates with broader community organizations
- F. Materials finalization, printing and production

**III. PHASE III: Engage, Educate, Optimize (August - November)**

- A. Public launch and implementation of communications plan
- B. Engage with stakeholders (Open-houses [virtual or in-person], block walking, tours, briefings, presentations, mailers, etc.)
- C. Educate stakeholders using approved communications toolbox
- D. Voter registration
- E. Measure effectiveness, adjust and optimize approach as necessary

**IV. PHASE IV: GOTV and Campaign Close (October - November)**

- A. Get Out the Vote push and Voting 411, including requirements, locations, dates, processes, etc.
- B. Early-vote and election-day campaign push
- C. Evaluation and summarization
- D. Handoff, file transfer and scope of work closed out

**BUDGET & TIMELINE**

PHASE I	May – July	\$17,500
PHASE II	July	\$10,000
PHASE III	August – November	\$25,000
PHASE IV	October – November	\$12,500

**PROPOSAL TERMS**

The term of the contract shall be May 2020 – November 2020. This letter of engagement is valid for 30 days from the date issued. Fees and expenses quoted are for the original job description and include consulting, design and account service time.





These fees do not include hard costs. Hard costs typically associated with this scope include printing and production, postage, rentals, wire service fees, videography, advertising, etc. We recommend a hard cost budget of \$10,000. This fee will be pre-billed in advance during PHASE II, so our team has a pool of funds to draw down from as needed and as approved by the City of Kyle. Any remaining funds at the end of the contract will be credited on your final invoice.

A signed agreement is due upon start of work. Fees will be invoiced monthly, based on the percentage of work completed within each phase. Invoices are due within 30 days of receipt.

**INTELLECTUAL PROPERTY CLAUSE**

City of Kyle will have full ownership of all materials that are created for distribution—press releases, press kits, brochures, logos and the like. Please note, a summary of our work and samples of creative deliverables may be displayed on Buie & Co.’s website and in our portfolio in the future.

**COMPLIANCE WITH APPLICABLE LAW**

Buie & Co. shall provide the services under this agreement in accordance with applicable law, including but not limited to Section 255.003, Texas Election Code.

**ANTI-BOYCOTT CLAUSE**

Buie & Co., and its companies, employees, and subcontractors, hereby verifies that it does not boycott Israel and it shall not boycott Israel during the term of this agreement.

**TERMINATION CLAUSE**

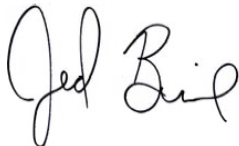
Our agreement may be terminated by either party by the giving of 60 days’ notice to that effect, provided, however, that you pay for all hours expended and all out-of-pocket expenses incurred up to the point of termination.

**LETTER OF AGREEMENT**

If this proposal meets with your approval, this document may serve as our letter of engagement. Please sign this document for your files and return a copy to us electronically as soon as it is signed.

It would be our honor to work with you on this effort. Thank you very much for giving us the opportunity to earn your trust. Please, let us know if you have questions or would like additional information. We are ready to go to work.

Sincerely,



Jed Buie  
Partner, Buie & Co.

\_\_\_\_\_  
City of Kyle Authorized Representative

\_\_\_\_\_  
Date





# CITY OF KYLE, TEXAS

## Underground Utilities Ordinance

Meeting Date: 5/19/2020

Date time: 7:00 PM

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- Ordinance Utilities Underground
- Report History with Linetec Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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**Travis Mitchell, Mayor**

**ATTEST:**

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**Jennifer Vetrano, City Secretary**

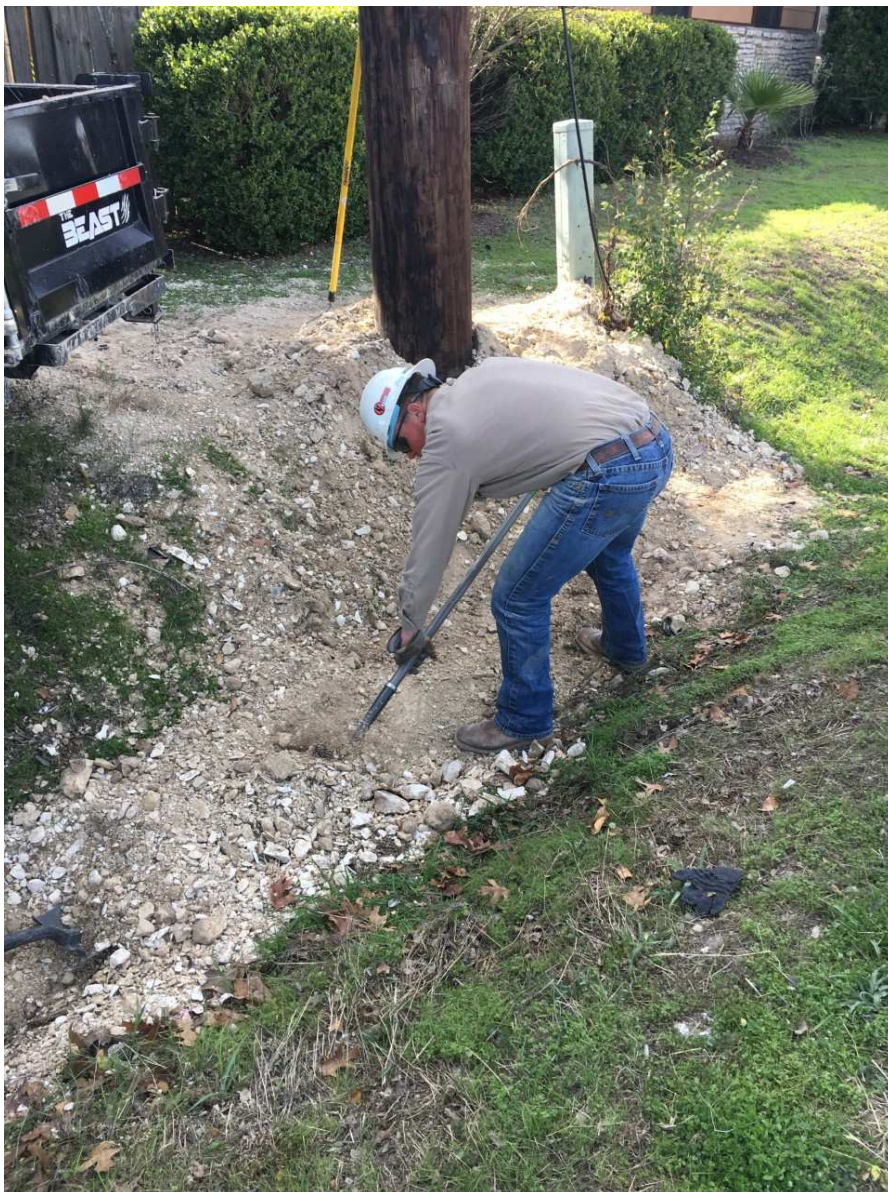
**Report History with Linetec Services:**

1st contact with Freddy Gutierrez was made on 12/18/2019 after 4:00 PM.

Linetec sent a technician out to remove the spoils along Center Street by noon on 12/19/2019.

By City Council's direction, a follow-up email was sent to Mr. Gutierrez on 01/09/2020 requesting additional cleanup measures. Mr. Gutierrez responded within 1.25 hours stating they would send a technician to remove all the spoils from around all the poles along Center St.

To my knowledge, it was completed but I do not have the exact date.





# CITY OF KYLE, TEXAS

## Fiberlight Waiver Request

**Meeting Date: 5/19/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Consider a request for a waiver from Fiberlight, LLC for to place fiber on the existing PEC poles east along Kohlers Crossing/CR 171 from about 850 ft east of the railroad tracks to the intersection of County Rd 210, about 2,958 ft. ~ *J. Scott Sellers, City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- Fiberlight 1200 Kohlers Crossing Waiver Request
- FIBERLIGHT 1200 KOHLERS CROSSING KYLE (AUS-140734 SINGLEPOINT) RM19-965 5-5-2020



## **New Aerial waiver request**

Date: May 5, 2020

To City of Kyle

Attention Scott Sellers, City Manager and Mayor Travis Mitchell

Ref#: Fiberlight Segment # 1200 Kohlers Crossing Kyle

Fiberlight, LLC would like to request a Waiver to place fiber on the existing PEC poles east along Kohlers Crossing/CR171 from about 850 ft east of the railroad tracks to the intersection of County Rd 210, about 2,958 ft. The new aerial installation is along the quarry and will not interfere with the new development in the area.

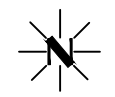
The location and description of the line and associated appurtenances is more fully shown by a copy of the drawings attached to this request.

Fiberlight, LLC  
Noel Rice 304-615-4207  
5728 Rittiman Plaza  
San Antonio TX, 78218

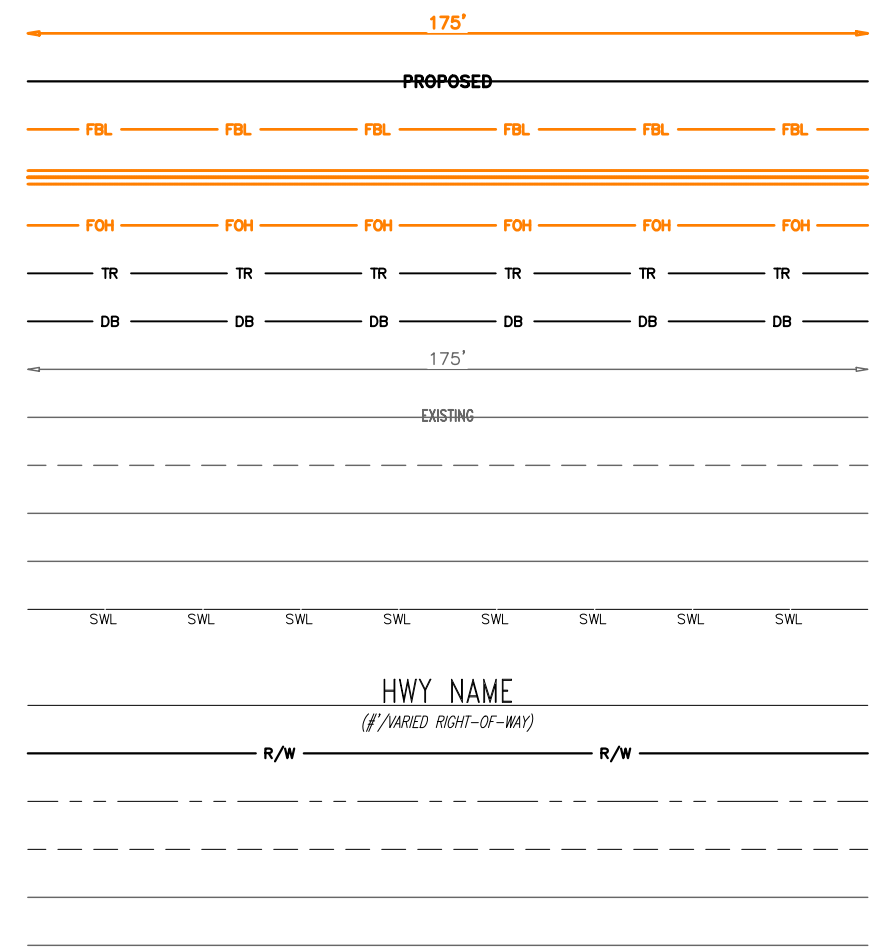
By: Matt Williams- Project Manager  
Rocky Mountain West Telecom  
(O) 435-623-4252  
(C) 337-257-0334  
(E) [mbwilliams@rmwt.com](mailto:mbwilliams@rmwt.com)



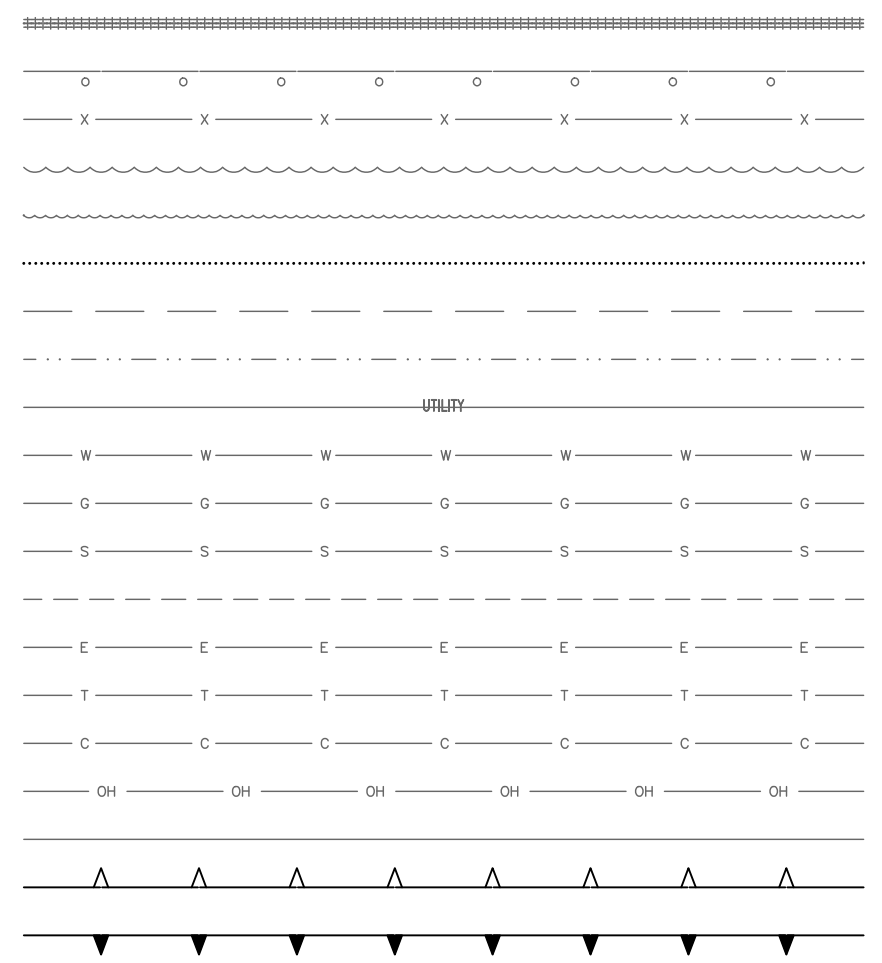




# LEGEND



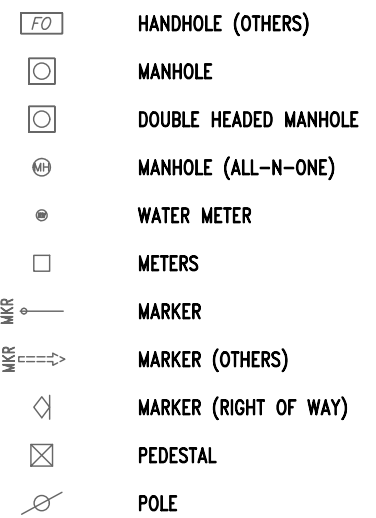
- PROPOSED FEATURE DIMENSION
- PROPOSED FEATURE TEXT
- PROPOSED CONDUIT ROUTE
- PROPOSED BORE
- PROPOSED AERIAL ROUTE
- TRENCH
- DIRECTIONAL BORE
- EXISTING FEATURE DIMENSION
- EXISTING FEATURE TEXT
- EDGE OF PAVEMENT
- CURB & GUTTER
- SIDEWALK
- SOLID WHITE LINE/FOG LINE
- CENTERLINE
- ROADNAME
- RIGHT OF WAY LINE
- PROPERTY LINE
- COUNTY LINE
- CONCRETE FEATURE
- BUILDING FEATURE



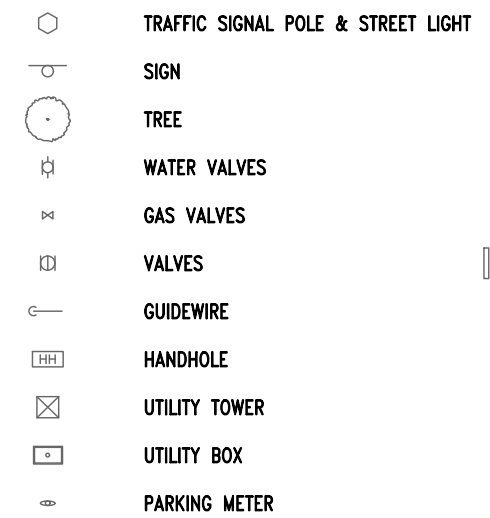
- RAILROAD
- GUARDRAIL
- FENCE LINE
- TREES/TREE LINE
- LANDSCAPING/BRUSH LINE
- DITCH LINE
- WATER FEATURE
- WETLANDS FEATURE
- UTILITY FEATURE TEXT
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND COMMUNICATION LINE
- OVERHEAD UTILITY LINE
- MISC UTILITY LINE
- TOP OF SLOPE
- TOE OF SLOPE



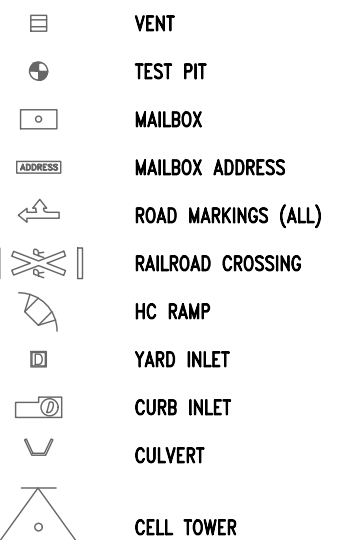
- PROPOSED FBL HANDHOLE
- PROPOSED DBL HANDHOLE
- SLACK SPAN
- ANCHOR
- CLEANOUT W/GROUND RODS
- CULVERT
- FIRE HYDRANT
- GROUND RODS
- PROP. HANDHOLE



- HANDHOLE (OTHERS)
- MANHOLE
- DOUBLE HEADED MANHOLE
- MANHOLE (ALL-N-ONE)
- WATER METER
- METERS
- MARKER
- MARKER (OTHERS)
- MARKER (RIGHT OF WAY)
- PEDESTAL
- POLE



- TRAFFIC SIGNAL POLE & STREET LIGHT
- SIGN
- TREE
- WATER VALVES
- GAS VALVES
- VALVES
- GUIDEWIRE
- HANDHOLE
- UTILITY TOWER
- UTILITY BOX
- PARKING METER



- VENT
- TEST PIT
- MAILBOX
- MAILBOX ADDRESS
- ROAD MARKINGS (ALL)
- RAILROAD CROSSING
- HC RAMP
- YARD INLET
- CURB INLET
- CULVERT
- CELL TOWER

PROJECT: # RM19-965  
SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018

RMWT  
TELECOMMUNICATION SERVICES  
435.823.4252

TEXAS EXCAVATION  
SAFETY SYSTEM

REVISIONS		
DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH
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SCALE	
B SIZE DWG:	NTS
D SIZE DWG:	NTS

DATE:  
APPROVED:  
SHEET:

DWG **LEGEND**

D:\RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 11-07-19

## CONSTRUCTION NOTES

1. WHERE TRENCHING TECHNIQUES ARE USED THE MINIMUM DEPTH TO THE TOP OF CONDUIT WILL BE 42" UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER. A MAXIMUM DEPTH OF 72" IS REQUIRED TO THE TOP OF THE HDPE.
2. WHENEVER DIRECTIONAL BORING IS UTILIZED TO INSTALL CONDUITS ALL EXCAVATIONS SHALL BE BACKFILLED PER TXDOT SPECIFICATIONS.
3. VERIFICATION OF THE LOCATION OF ALL UTILITY CROSSINGS IS THE SUBCONTRACTOR'S RESPONSIBILITY. HAND DIG WHERE REQUIRED. ALL KNOWN UTILITIES MUST BE "TEST PITTED".
4. CONTACT TEXAS MISS UTILITY 72 HOURS IN ADVANCE OF CONSTRUCTION AT 1-800-DIG-TESS FOR LOCATION OF BURIED UTILITIES.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL TXDOT TRAFFIC LOOPS LOCATED.
6. CONFIRM WITH FIBERLIGHT, WITH TXDOT CORRESPONDENCE, THAT ALL TRAFFIC LOOP LOCATIONS HAVE BEEN COORDINATED FOR MARKING.
7. AT THE END OF EACH WORK DAY CONDUIT CAPS WILL BE PLACED ON ALL VACANT DUCTS.
8. A MINIMUM BENDING RADIUS OF 24" FOR FIBER CABLE WILL BE ADHERED TO.
9. MAXIMUM CABLE INSTALLATION TENSION SHALL NOT EXCEED 600 POUNDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND STORAGE OF ALL SHRUBBERY TO BE REPLACED.
11. RESTORATION OF THE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. PLACE 6" OF 3/4" CRUSHED ROCK IN THE BOTTOM OF THE PIT PRIOR TO PLACING THE HANDHOLE.
13. ALWAYS HAND DIG WITHIN 2' OF UTILITIES.
14. PLACE A 50' COIL OF SLACK IN EACH HANDHOLE/MANHOLE.
15. EXCAVATE OUTSIDE THE DRIP LINE OF ALL TREES TO PREVENT ROOT DAMAGE.
16. CONSTRUCTION MATERIALS AND STAGING AREAS ARE NOT PERMITTED WITHIN 25' BUFFER ZONE OF WETLANDS, CREEKS, AND STREAMS.
17. THE CURB AND GUTTER IS NOT TO BE DISTURBED WITHOUT PRIOR APPROVAL.
18. IN THE EVENT THAT IT IS NECESSARY TO REMOVE ANY PORTION OF THE CURB AND GUTTER IT IS TO BE REPLACED SEAM TO SEAM IN A MATCHING CONFIGURATION TO THE ADJACENT CURB AND GUTTER.
19. ALL WORK WILL ADHERE TO THE REQUIREMENTS SET FORTH IN THE LATEST TXDOT UTILITY POLICY.
20. CONSTRUCTION NOTES SHALL APPLY TO ALL DRAWINGS.
21. A MINIMUM DEPTH OF 112" OR GREATER IS REQUIRED AT ALL RIVER, CREEK, AND/OR GULLY CROSSINGS.

## GENERAL NOTES

1. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, COUNTY, & LOCAL REGULATORY AGENCIES. INCLUDING BUT NOT LIMITED TO OSHA, TXDOT, ETC.
3. THE CONTRACTOR SHALL CONTACT THE ADJACENT PROPERTY OWNERS A MINIMUM OF 12 HOURS IN ADVANCE OF CONSTRUCTION AT THE WORK SITE.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE BEFORE WORK IS STARTED. DEVICES NO LONGER REQUIRED SHALL BE REMOVED AS SOON AS POSSIBLE.
5. PEDESTRIAN TRAFFIC AREAS MUST BE MAINTAINED AT ALL TIMES. PEDESTRIANS MAY NOT BE REROUTED ONTO PRIVATE PROPERTY OR INTO STREETS.
6. NO EQUIPMENT OR MATERIALS SHALL BE STORED OR PERMITTED TO STAND UNPROTECTED WHERE TRAFFIC IS MAINTAINED.
7. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON ROAD SURFACE DURING NON-WORKING PERIODS.
8. NO EQUIPMENT OR MATERIALS SHALL BE STORED ON SIDEWALK AT ANY TIME.
9. EXCAVATION MATERIAL SHALL BE STORED AWAY FROM THE PAVED ROADWAY. ALL SPILLED MATERIAL WILL BE REMOVED IMMEDIATELY.
10. EXISTING SIGNS, DELINEATORS, GUARDRAILS, MARKERS, TREES, SHRUBS, FENCES, WALKS, STEPS, ETC., THAT ARE DISTURBED BY THIS CONSTRUCTION SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE INSPECTING ENGINEER, PROPERTY OWNER, CITY, COUNTY, STATE AND/OR ANY OTHER AGENCY HAVING AUTHORITY/JURISDICTION.
11. CITY, COUNTY, STATE ROAD SIGNS, DELINEATORS, GUARDRAILS, ETC. SHALL NOT BE REMOVED. WRITTEN PERMISSION SHALL BE REQUIRED PRIOR TO ANY EXCAVATION IN THIS AREA.
12. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY, COUNTY, STATE SPECIFICATIONS AND STANDARDS.
13. ALL PERSONS WHO FLAG TRAFFIC ON STATE RIGHT-OF-WAY MUST BE CERTIFIED.
14. ALL SURFACE AND SUBSURFACE RESTORATION IS TO BE IDENTICAL TO THE ADJACENT UNDISTURBED AREAS. IN CORPUS CHRISTI DISTRICT OATS WILL BE PLANTED SEPT. 1 THROUGH NOV 30. (COUNTIES INCLUDED IN CORPUS CHRISTI DISTRICT: KARNES, GOLIAD, BEE, REFUGIO, SAN PATRICIO, LIVE OAK, JIM WELLS, KLEBERG, NUECES, AND ARANSAS.)
15. THE CONTRACTOR IS RESPONSIBLE FOR ANY UTILITY DAMAGES. WHEN ANY PERSON DAMAGES A UTILITY LINE OR PROTECTIVE COATING DURING EXCAVATION OR DEMOLITION THE ONSITE COUNTY INSPECTOR AND THE AFFECTED UTILITY WILL BE NOTIFIED.
16. ON ALL WORK ASSOCIATED WITH TXDOT PROJECTS THE RESIDENT ADMINISTRATOR FOR TXDOT MUST BE NOTIFIED AT LEAST 48 HRS BEFORE STARTING WORK.
17. CONTRACTOR IS RESPONSIBLE FOR ALL COMPACTING AND SEDIMENT CONTROL REGULATIONS.  
  
\* THESE PLANS MEET OR EXCEED TXDOT ROAD AND BRIDGE STANDARDS AND SPECIFICATIONS.  
  
\*\* NO HANDHOLES ARE TO BE PLACED WITHIN DITCHLINES.
18. ALL DRIVEWAYS WILL BE BORED.

## ADDITIONAL NOTES

1. CONTRACTOR RESPONSIBLE FOR INSTALLATION/REPAIR/REPLACE OF MAILBOXES AND SIGNS. MAILBOXES AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARDS.
2. CONTRACTOR SHALL REPLACE ALL AREAS WITHIN TXDOT RIGHT-OF-WAY TO ORIGINAL CONDITION.
3. CONSTRUCTION SHALL NOT CHANGE OR IMPACT EXISTING DRAINAGE CONDITIONS.
4. NATURAL AREAS WITHIN TXDOT RIGHT-OF-WAY WHICH ARE DISTURBED SHALL BE RE VEGETATED OR STABILIZED WITH SOIL RETENTION BLANKETS.
5. MINIMUM OF 2' SEPARATION MUST BE MAINTAINED BETWEEN THE BORES AND ALL CULVERTS.



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19



FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



### REVISIONS

DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH

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### SCALE

B SIZE DWG: NTS  
D SIZE DWG: NTS

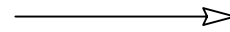
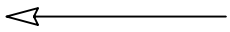
DATE:

APPROVED:

SHEET:

DWG  
**NOTES**

DA:RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 04-21-2020\FIBERLIGHT 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 11-07-19



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19



FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



CONTACT SHEET

FIBERLIGHT LLC  
4360 BELTWAY PLACE  
ARLINGTON, TX 76018  
  
NOEL RICE  
304-615-4207  
noel.rice@fiberlight.com

ENGINEERING  
  
RMWT, INC  
22 N SHEEP LANE  
NEPHI, UT 84648  
  
MATT WILLIAMS  
OFFICE: 435-623-4252  
FAX: 435-623-4351  
CELL: 337-257-0334  
mbwilliams@rmwt.com

RAILROADS:

UTILITIES:

PERMITTING AGENCIES:

CITY GOVERNMENT

COUNTY GOVERNMENT:

STATE GOVERNMENT

EMERGENCY NUMBERS:

REVISIONS		
DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH
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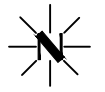
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SCALE  
  
B SIZE DWG: NTS  
D SIZE DWG: NTS

DATE:  
APPROVED:  
SHEET:

DWG **CONTACTS**

DA:\RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 11-07-19



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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12/18/19

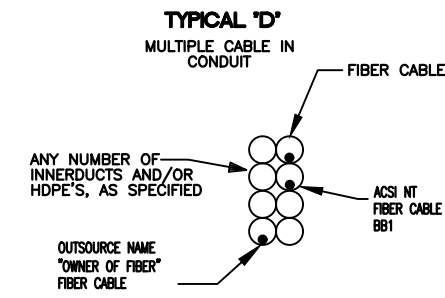
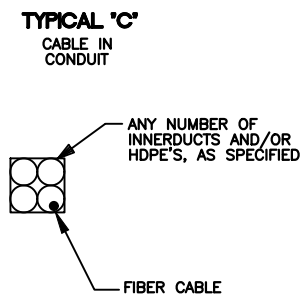
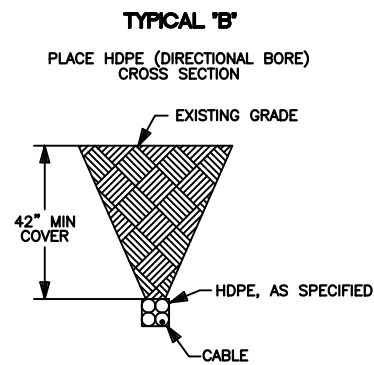
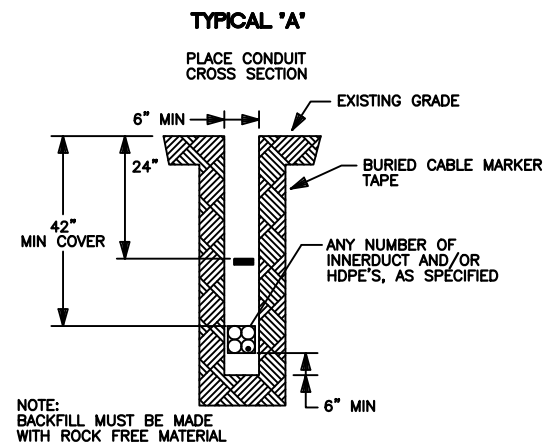


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# BURIED CONSTRUCTION TYPICALS - 1

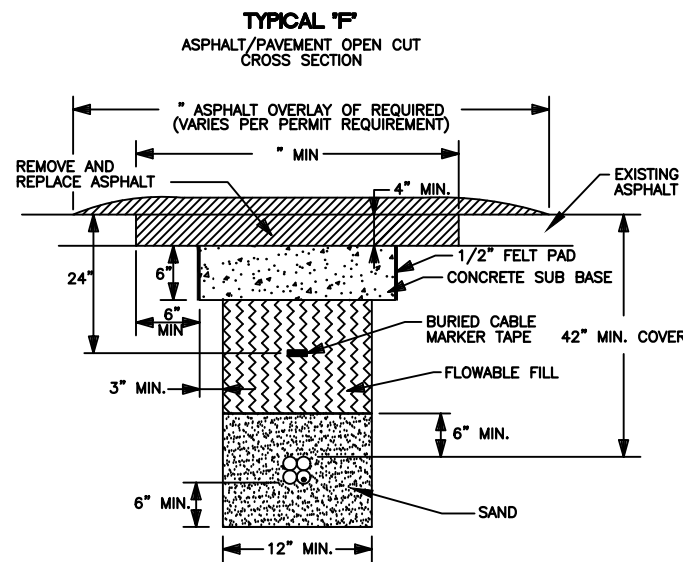
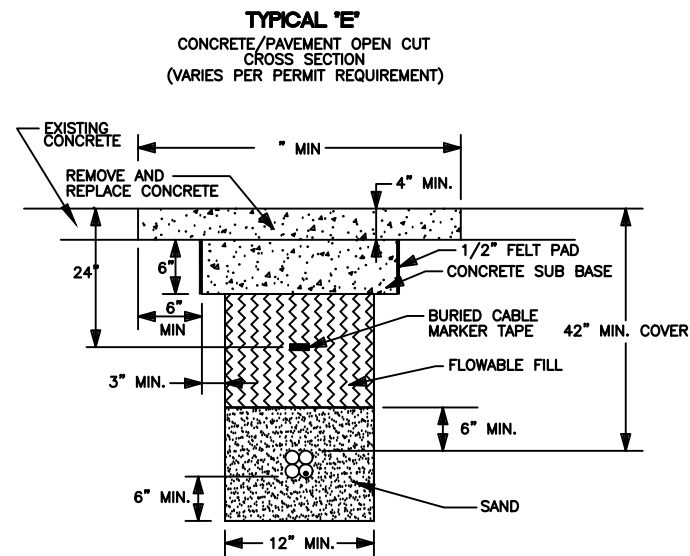
## PLACEMENT - TYPICALS



NOTE:  
BACKFILL MUST BE MADE  
WITH ROCK FREE MATERIAL

## CONDUIT CONFIGURATION

## OPEN CUT - TYPICALS



1. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT AND NOT HAVE ANY ROCK DEBRIS.
2. ALL BACKFILL MUST BE APPROVED BY ENGINEER, AND/OR PERMITTING AUTHORITY INSPECTOR.
3. EXCAVATED MATERIAL MAY BE DEEMED SUITABLE BACKFILL BY ENGINEER AND/OR PERMITTING AUTHORITY INSPECTOR.
4. MINIMUM SIX (6) INCHES OF CLEAN SAND SHALL BE PLACED OVER THE CONDUIT.
5. FLOWABLE FILL MIX DESIGN SHALL BE PER CITY AND/OR PERMITTING AUTHORITY.
6. ALL FLOWABLE FILL AND CONCRETE SHALL BE VIBRATED USING A 2" DIAMETER VIBRATOR.
7. CONCRETE AND ASPHALT THICKNESS SHALL MATCH EXISTING.
8. #4 DOWELS SHOULD BE DRILLED INTO ADJACENT UNDISTURBED CONCRETE TO PREVENT DIFFERENTIAL SETTLEMENT.

## REVISIONS

DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH
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**BUR CONST TYP1**

# BURIED CONSTRUCTION TYPICALS - 2



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

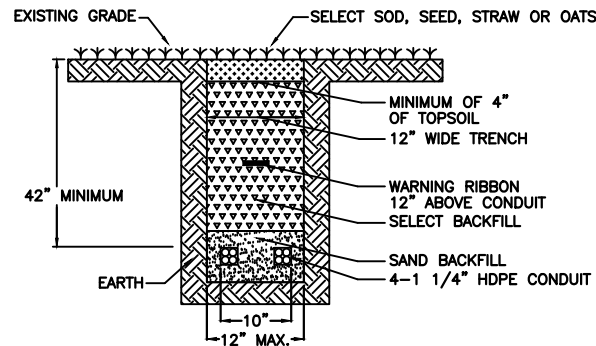
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4360 BELTWAY PL  
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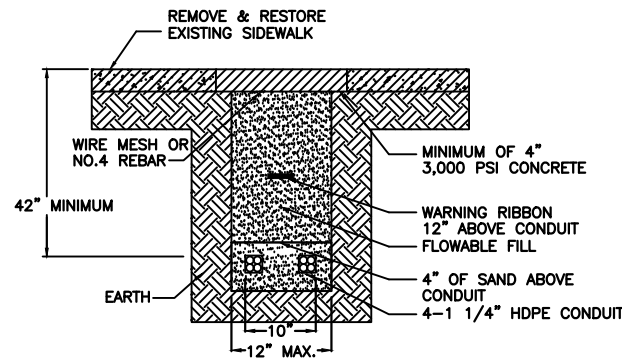


### SOD/UNIMPROVED AREA TRENCH RESTORATION TYPICAL



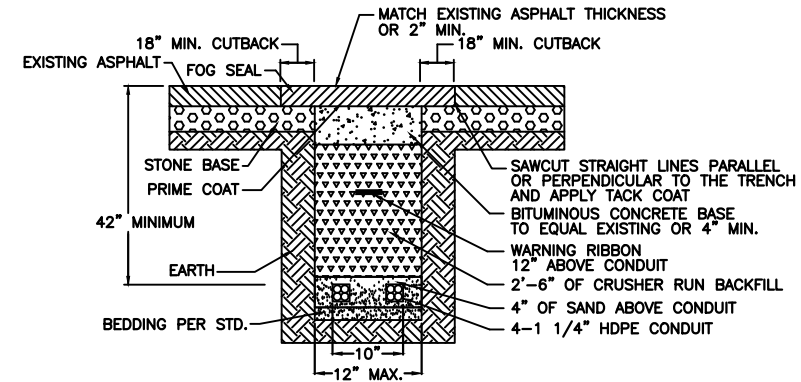
1. ALL BACKFILL MUST BE APPROVED BY ENGINEER OR PERMITTING AUTHORITY INSPECTOR.
2. EXCAVATED MATERIAL MAY BE DEEMED SUITABLE BACKFILL BY ENGINEER, AND/OR PERMITTING AUTHORITY.
3. A MAXIMUM OF EIGHT (8) INCH LIFTS OF BACKFILL MATERIAL WILL BE ALLOWED. FOUR (4) INCHES OF CLEAN SAND SHALL BE PLACED ABOVE THE CONDUIT.
4. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT, AND NOT HAVE ANY ROCK DEBRIS.
5. ALL DISTURBED GRASS AREAS ARE TO BE SEEDED WITH KENTUCKY 31 FESCUE WITH NUTRIENTS APPLIED AND MAINTAINED TO ACHIEVE A SATISFACTORY GRASS COVER TO CONTROL EROSION. IN CORPUS CHRISTI DISTRICT OATS WILL BE PLANTED SEPT. 1 THROUGH NOV 30. (COUNTIES INCLUDED IN CORPUS CHRISTI DISTRICT: KARNES, GOLIAD, BEE, REFUGIO, SAN PATRICIO, LIVE OAK, JIM WELLS, KLEBERG, NUECES, AND ARANSAS.)

### SIDEWALK TRENCH RESTORATION TYPICAL



1. REMOVE ENTIRE SIDEWALK PANEL, JOINT TO JOINT.
2. EXPANSION BOARD SHALL BE PLACED ON ALL EXISTING CONCRETE EDGES.
3. FLOWABLE FILL MIX DESIGN SHALL BE PER PERMITTING AUTHORITY SPECIFICATIONS.
4. THE NEW CONCRETE SIDEWALK SHALL BE PLACED LEVEL AND FLAT TO MATCH EXISTING.
5. THE FINISH SHALL MATCH EXISTING SIDEWALK.
6. FOUR (4) INCHES OF CLEAN SAND SHALL BE PLACED OVER THE MULTICELL CONDUIT.
7. THE BOTTOM OF THE TRENCH SHALL BE LEVEL, FLAT, AND NOT HAVE ANY ROCK DEBRIS.
8. CONCRETE REINFORCEMENT SHALL CONSIST OF WIRE MESH 6"x6"x10 GAUGE WIRE OR NO.4 REBAR PLACED ON 12" CENTERS.
9. ALL FLOWABLE FILL AND CONCRETE SHALL BE VIBRATED USING A 2" DIAMETER VIBRATOR.
10. CONCRETE SIDEWALK THICKNESS SHALL MATCH EXISTING.

### ASPHALT TRENCH RESTORATION TYPICAL



1. BITUMINOUS CONCRETE SURFACE SHALL BE PLACED TO A DEPTH EQUAL TO THE EXISTING SURFACE OR 2" MINIMUM. (COARSE SURFACE)
2. BITUMINOUS CONCRETE BASE SHALL BE PLACED TO A DEPTH EQUAL TO THE EXISTING PAVEMENT OR 4" MINIMUM. (BC)
3. THE TOP 2'-5" OF THE TRENCH BELOW PAVEMENT SHALL BE BACKFILLED WITH CRUSHER RUN.
4. ALL ROAD SURFACE EDGES SHALL BE SAWED IN A STRAIGHT LINE.
5. SS-1 TACK COAT WILL BE APPLIED AT THE RATE OR 0.1 GAL. PER SQ. YARD OVER THE CONCRETE BASE AND THE EDGES OF THE EXISTING ASPHALT.
6. THE ASPHALT PATCH SHALL BE SMOOTH, FLAT AND EVEN WITH EXISTING ASPHALT SURFACE. ALL JOINTS WILL BE SEALED AFTER PAVING.
7. FOUR (4) INCHES OF CLEAN SAND SHALL BE PLACED OVER THE CONDUIT.
8. BOTTOM OF THE TRENCH SHALL BE LEVEL, A 3" SAND BEDDING WILL BE PLACED AS REQUIRED.
9. TYPICAL TRENCH WIDTH IS 12".

### REVISIONS

DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH
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**BUR CONST TYP2**

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PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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12/18/19



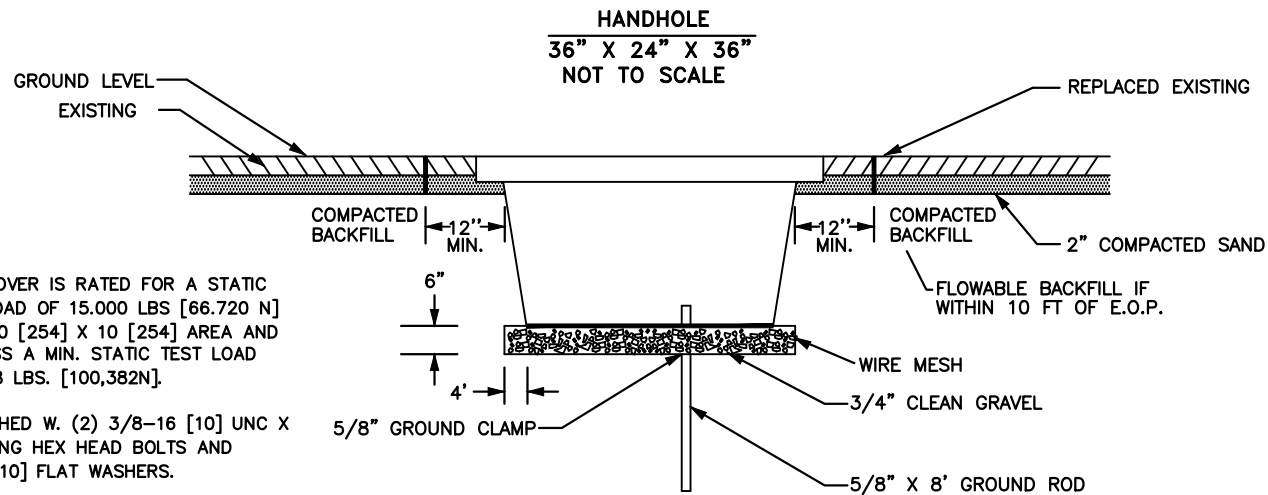
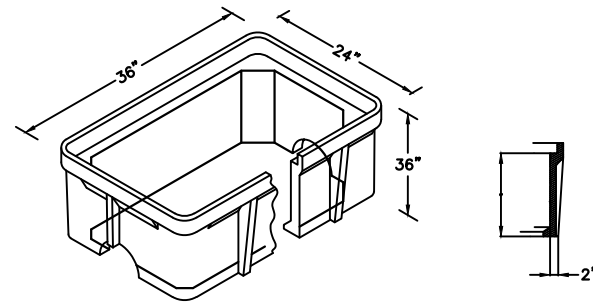
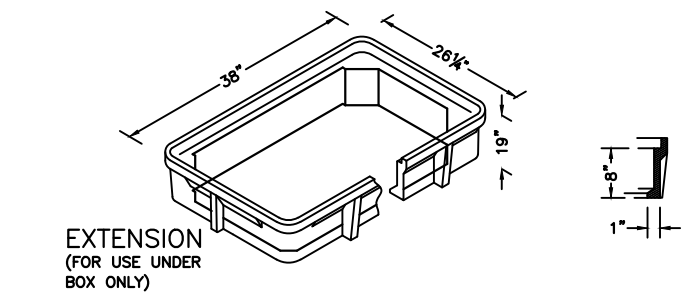
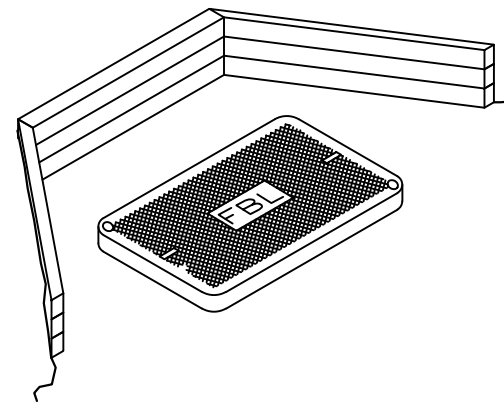
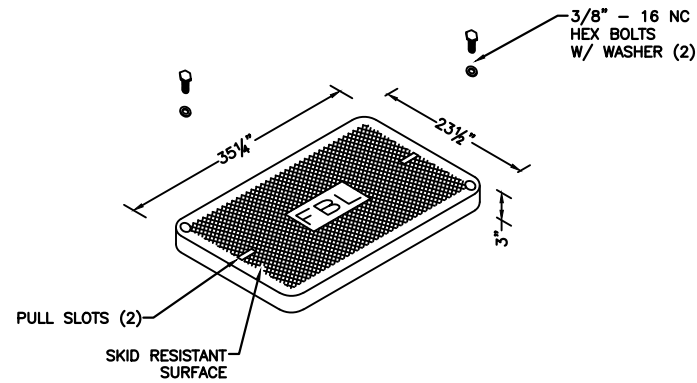
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ARLINGTON, TX 76018



**HANDHOLE INSTALLATION IN ASPHALT**  
**CONSTRUCTION NOTES**  
N.T.S.

**CONSTRUCTION NOTES:**

- 8" OF GRAVEL SHALL BE PLACED UNDER ENCLOSURE DURING INSTALLATION TO ASSIST IN DRAINAGE.
- TOP OF ENCLOSURE SHALL BE AT GRADE LEVEL.
- JOINTS BETWEEN NEW AND EXISTING ASPHALT SHALL BE SQUARE CUT.
- SAND SHALL BE COMPACTED PRIOR TO PLACEMENT OF ASPHALT.
- NEW ASPHALT SHALL BE PLACED AT EXISTING DEPTH AND STRENGTH.
- ALL FILL AROUND ENCLOSURE SHALL BE COMPACTED IN 6" LAYERS.
- CONSTRUCTION AREA SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- HOLE WILL BE CORE DRILLED NOT SAWED AND SEALED WITH CONCRETE.
- HH WILL BE PLACED LEVEL ACROSS THE TOP AND THE GROUND AROUND IT MUST BE SLOPED AND/OR TERRACED WITH LANDSCAPE TIMBERS TO PROVIDE A MINIMUM OF 18" WALK AREA AROUND THE HOLE.
- HH LIDS IF IN A POSSIBLE TRAFFIC AREA MUST MEET OR EXCEED LOAD GRADE 22.
- EXTENSIONS CAN BE ADDED FOR ADDITIONAL DEPTH.
- FLOWABLE FILL MUST BE USED UNDER DIRT IF WITHIN 10 FT OF E.O.P



**NOTES:**

- THIS COVER IS RATED FOR A STATIC DESIGN LOAD OF 15,000 LBS [66,720 N] OVER A 10 [254] X 10 [254] AREA AND MUST PASS A MIN. STATIC TEST LOAD OF 22,568 LBS. [100,382N].
- FURNISHED W. (2) 3/8-16 [10] UNC X 4 [10] LONG HEX HEAD BOLTS AND (2) 3/8 [10] FLAT WASHERS.

**CONSTRUCTION NOTES:**

- 6" OF GRAVEL SHALL BE PLACED UNDER ENCLOSURE DURING INSTALLATION TO ASSIST IN DRAINAGE.
- ALL FILL AROUND ENCLOSURE SHALL BE COMPACTED IN 10 LAYERS.
- CONSTRUCTION AREA SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- HANDHOLE SHALL NOT BE PLACED ON A SLOPE GREATER THAN 15%
- WIRE MESH SHALL BE PLACED UNDER HANDHOLE IN GRAVEL TO DETER RODENT ENTRY.

**CONSTRUCTION NOTE**  
FLOWABLE FILL MUST BE USED UNDER DIRT IF WITHIN 10 FT OF E.O.P.

WEIGHT LOAD: 20K  
PART NO. 243636 FRP  
BODY: FRP  
COVER: POLYMER CONCRETE  
MANUFACTURER: MARTIN ENTERPRISES  
TEL. 909.967.7910  
WWW.MARTINFRP.COM

**REVISIONS**

DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH
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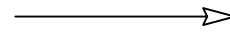
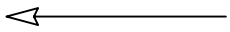
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D SIZE DWG: NTS

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DWG  
TYP 2X3 HH



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

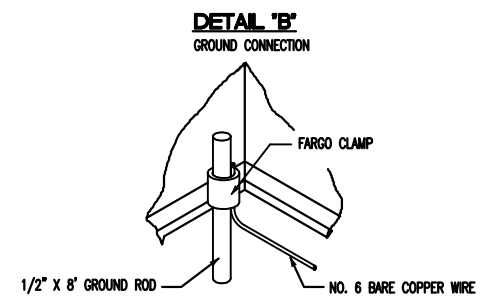
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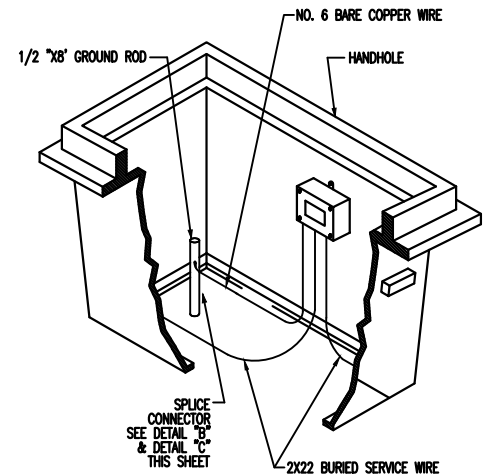
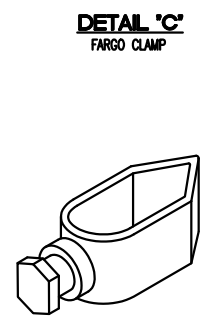
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ARLINGTON, TX 76018



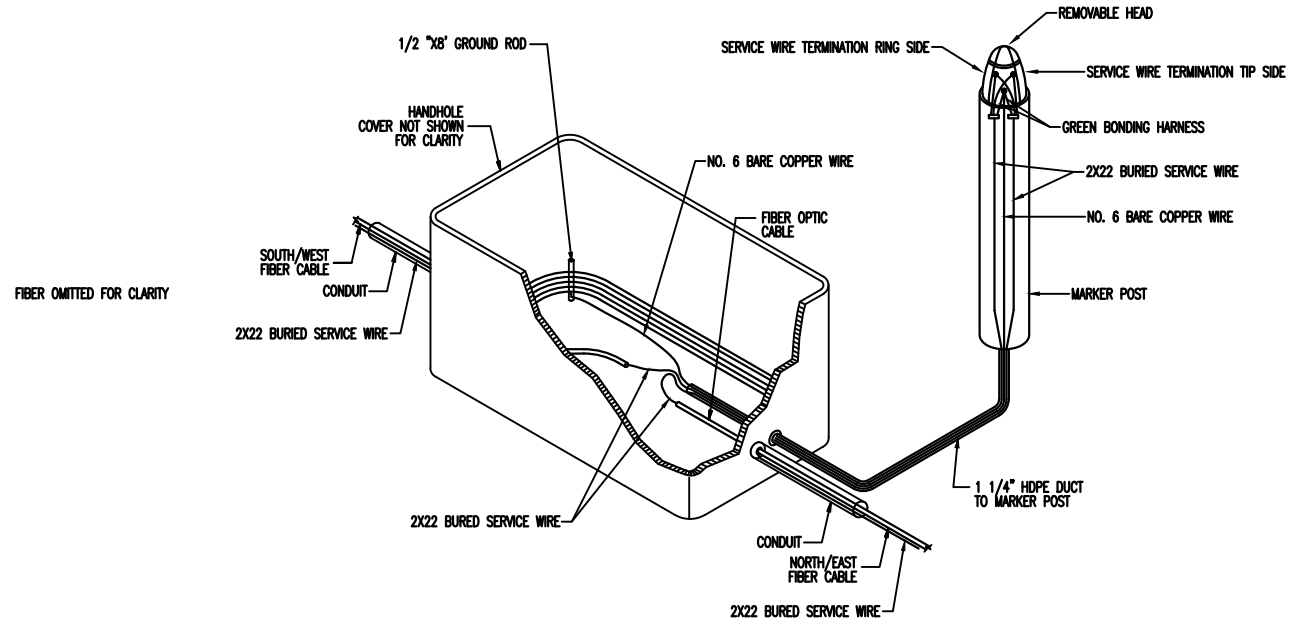
TYPICAL TRACER WIRE TERMINATIONS



NOTE: GROUND ROD TO BE A MAXIMUM OF INCHES ABOVE FLOOR LEVEL OF HANDHOLE



FIBER OMITTED FOR CLARITY



FIBER OMITTED FOR CLARITY

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DATE	DESCRIPTION	BY
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DATE:  
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TYP TRACER WIRE

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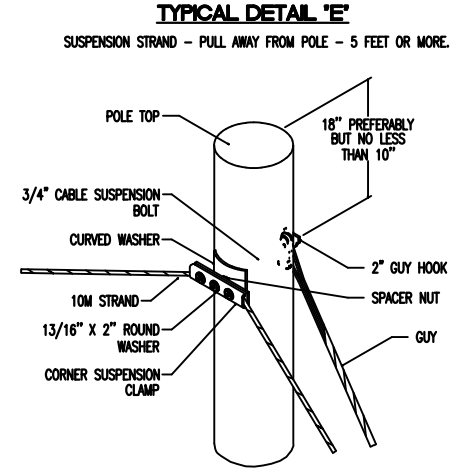
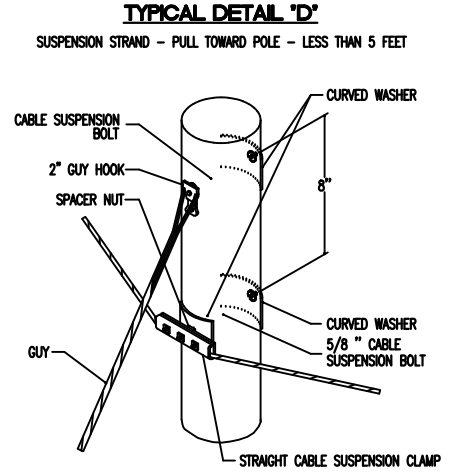
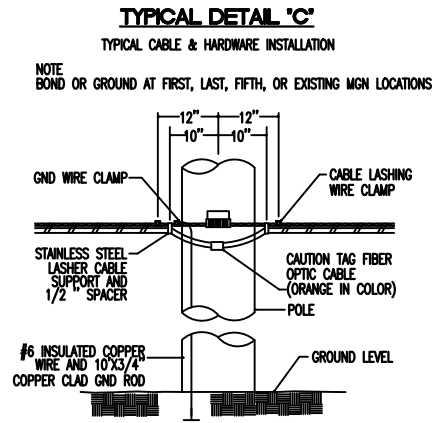
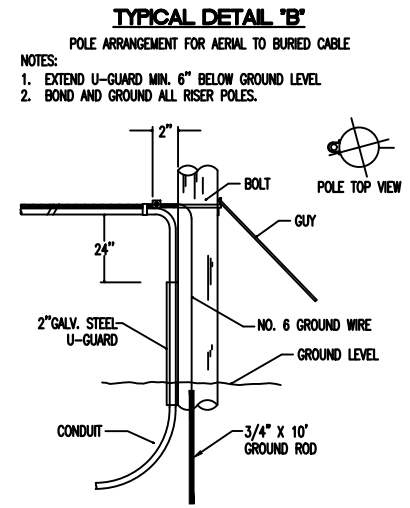
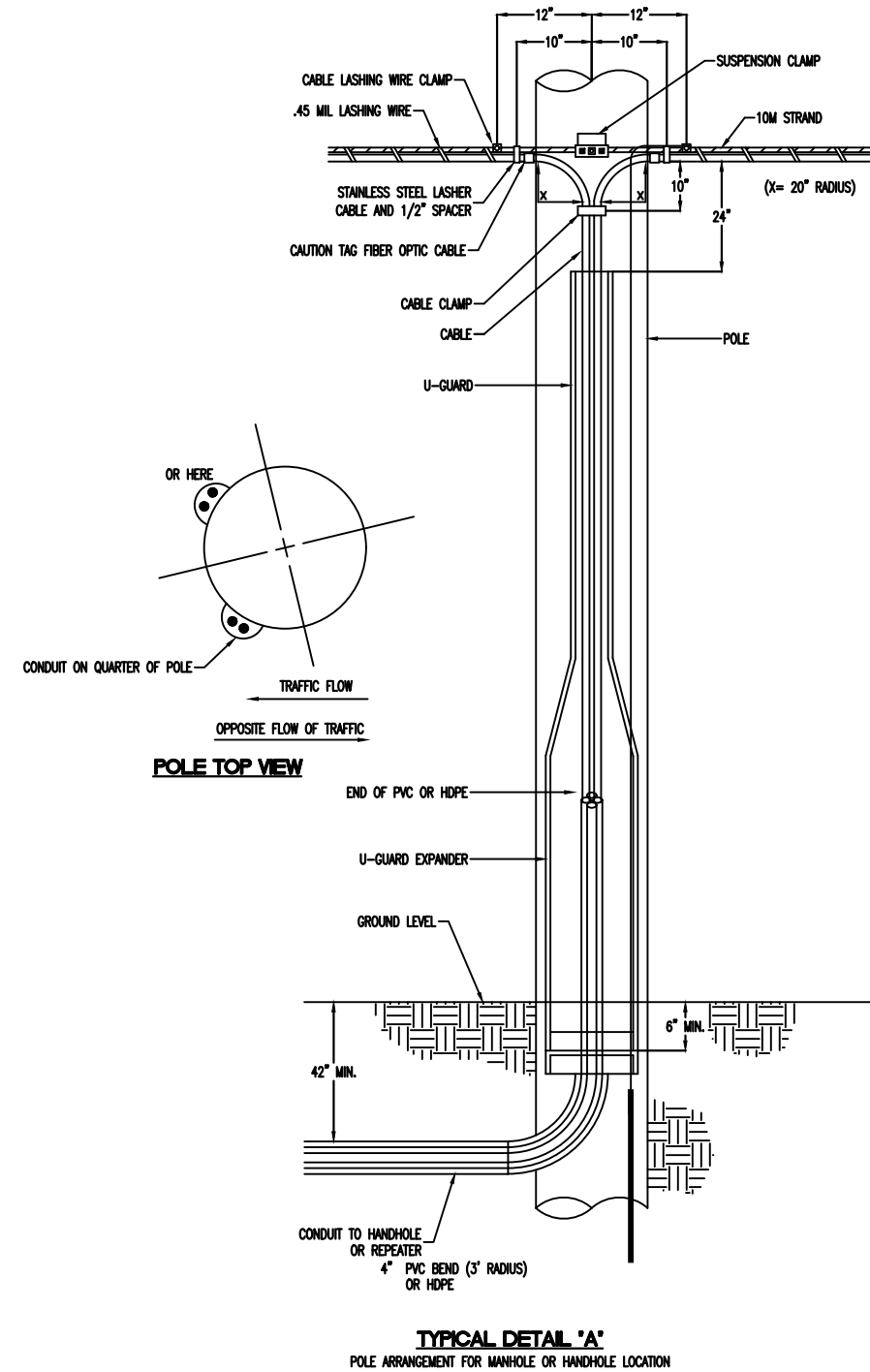
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**AER CONST TYP1**

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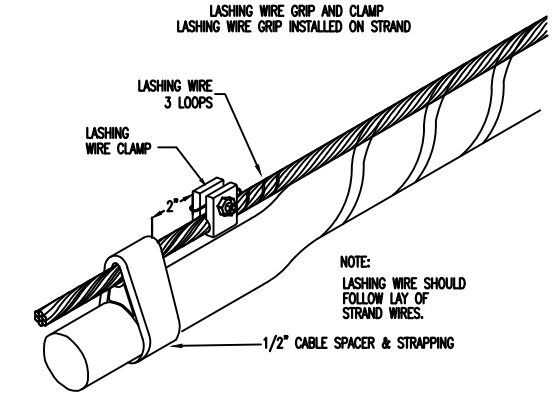
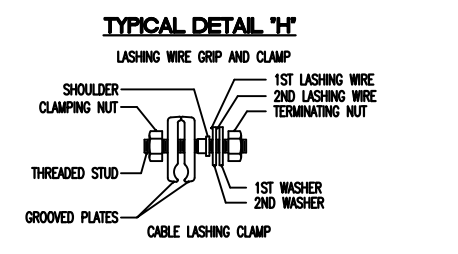
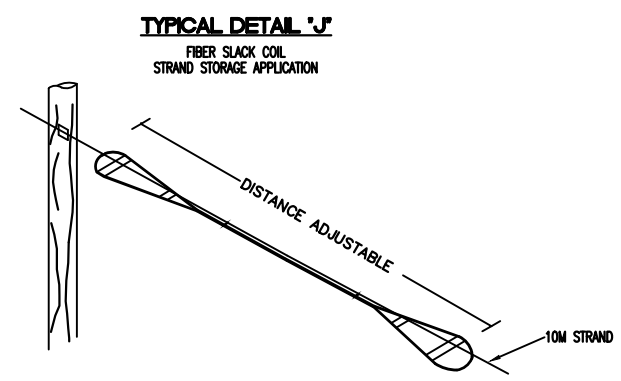
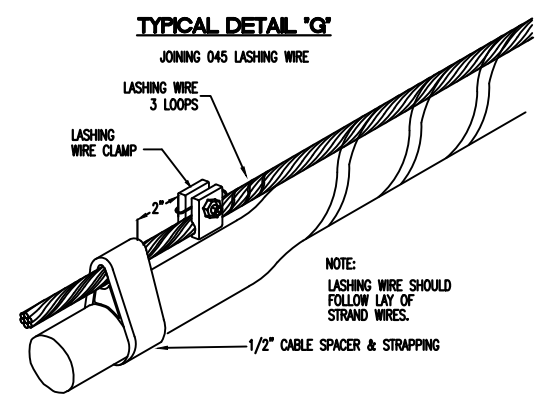
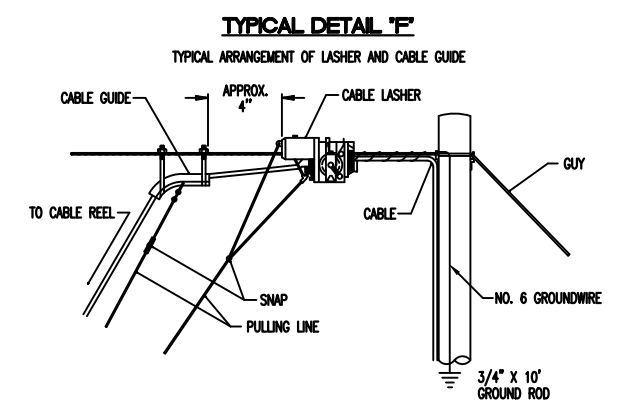


PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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ARLINGTON, TX 76018

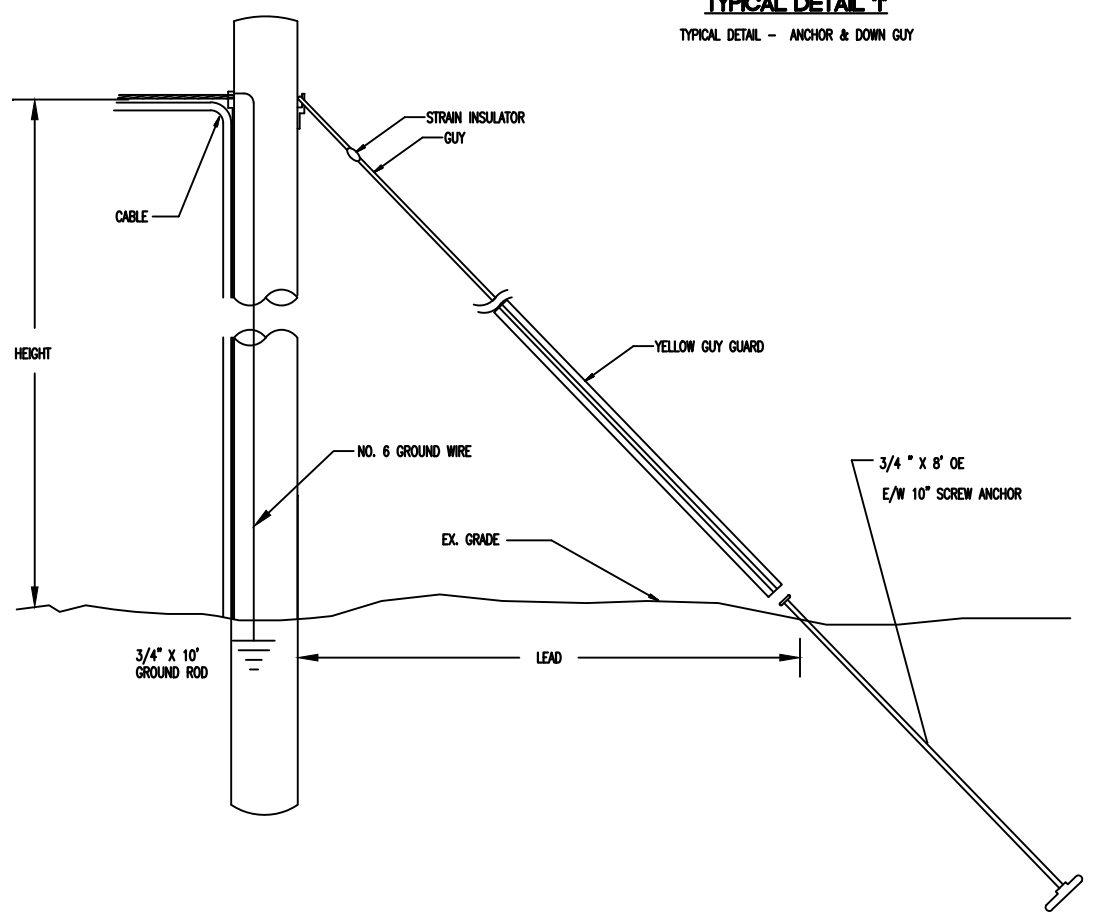


REMOVE ANY SLACK IN THE LASHING WIRE BY MAINTAINING A PULL ON THE WIRE AND TAPPING THE STRAND SHARPLY. FIRST PLACE THREE WRAPS AROUND THE STRAND ONLY. PROCEED BY FORMING THE WIRE OVER THE STUD AND TIGHTEN THE NUT. CUT THE FREE END OF THE LASHING WIRE OFF 3/4" BEYOND THE END OF THE CLAMP, FORMING THE LOOSE END OF THE WIRE OVER STUD OF CLAMP

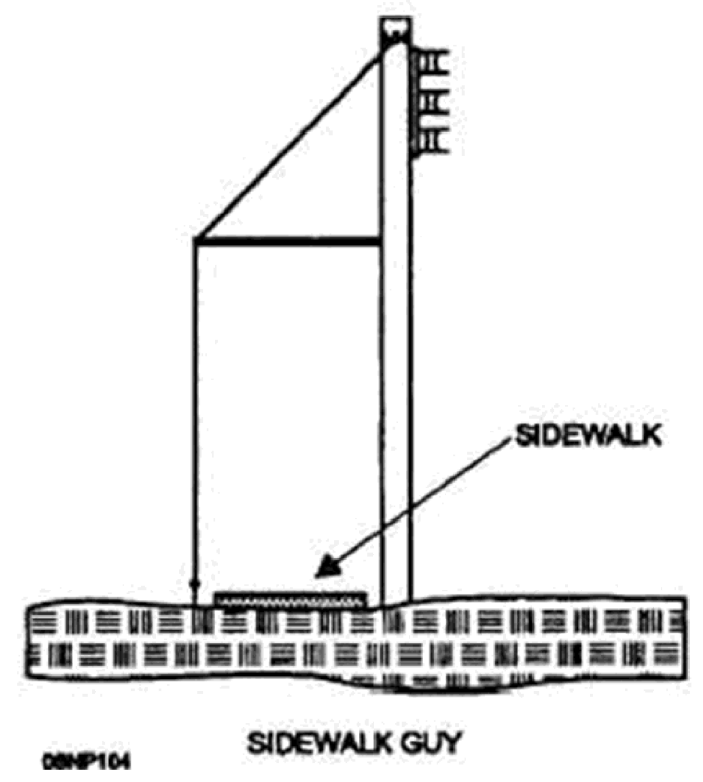
FORM THE LASHING WIRE AROUND THE STRAND AND PLACE IT BELOW THE STUD AND BETWEEN THE SECOND WASHER AND STUD SHOULDER.



**TYPICAL DETAIL 'I'**  
TYPICAL DETAIL - ANCHOR & DOWN GUY



**TYPICAL DETAIL 'J'**  
TYPICAL DETAIL - SIDEWALK DOWN GUY



REVISIONS		
DATE	DESCRIPTION	BY
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12-10-19	DESIGN	MH
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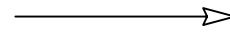
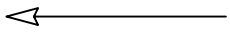
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**AER CONST TYP2**

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PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

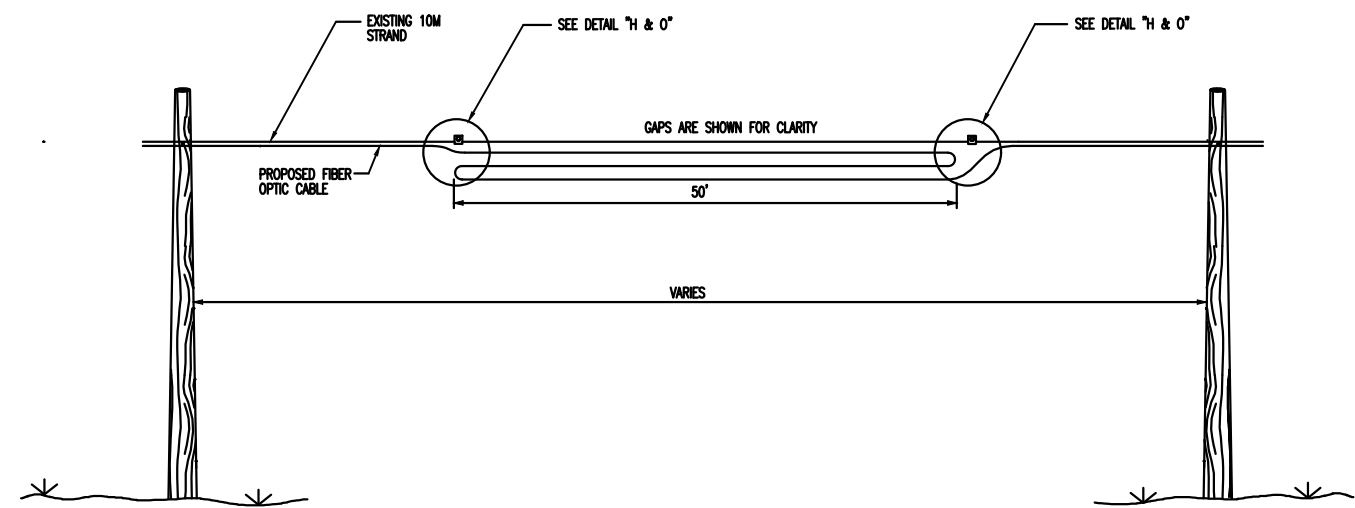
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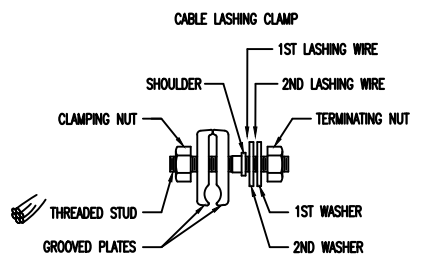
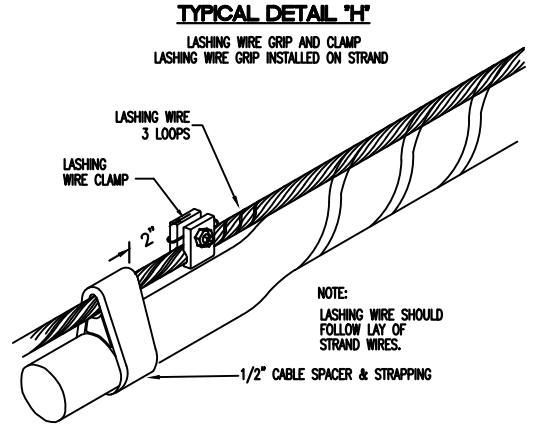
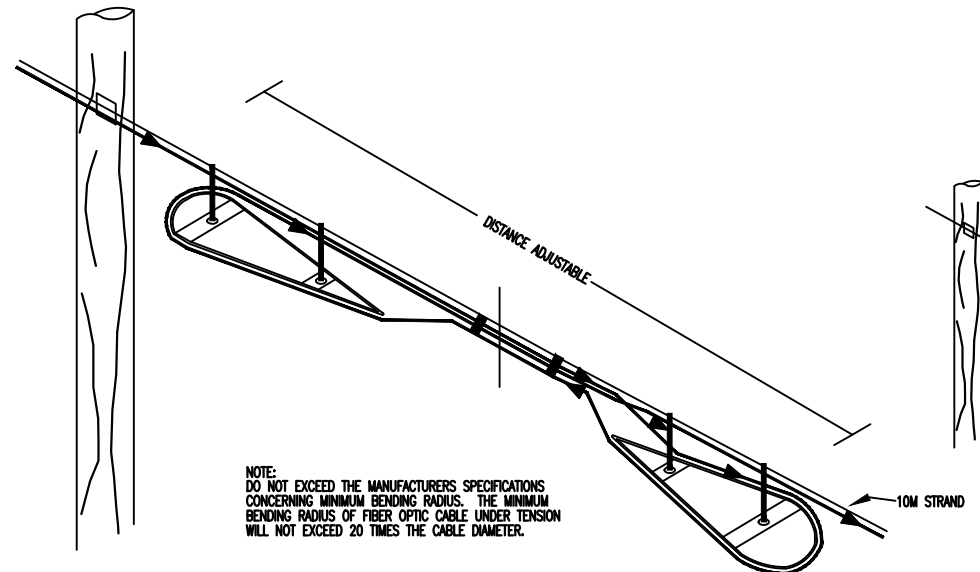
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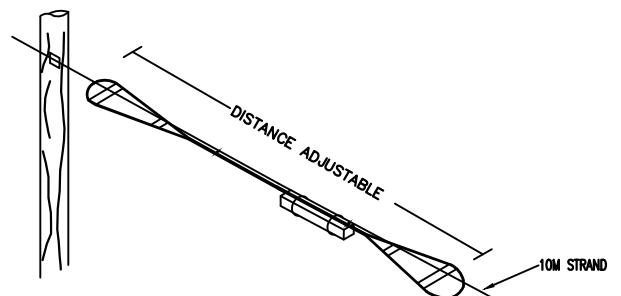
### TYPICAL DETAIL FOR STORING FIBER SLACK COIL



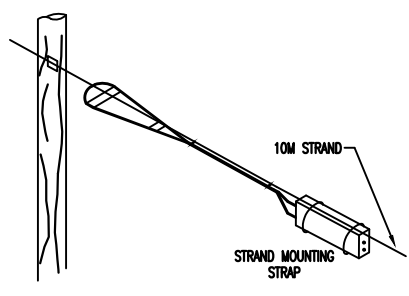
DETAIL 'O'



TYPICAL DETAIL 'K'  
IN-LINE SPLICE APPLICATION



TYPICAL DETAIL 'L'  
BUTT SPLICE APPLICATION



REVISIONS		
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DWG  
AER CONST TYP3

DA:\RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUS-140734 SINGLEPOINT) RM19-965 11-07-19



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

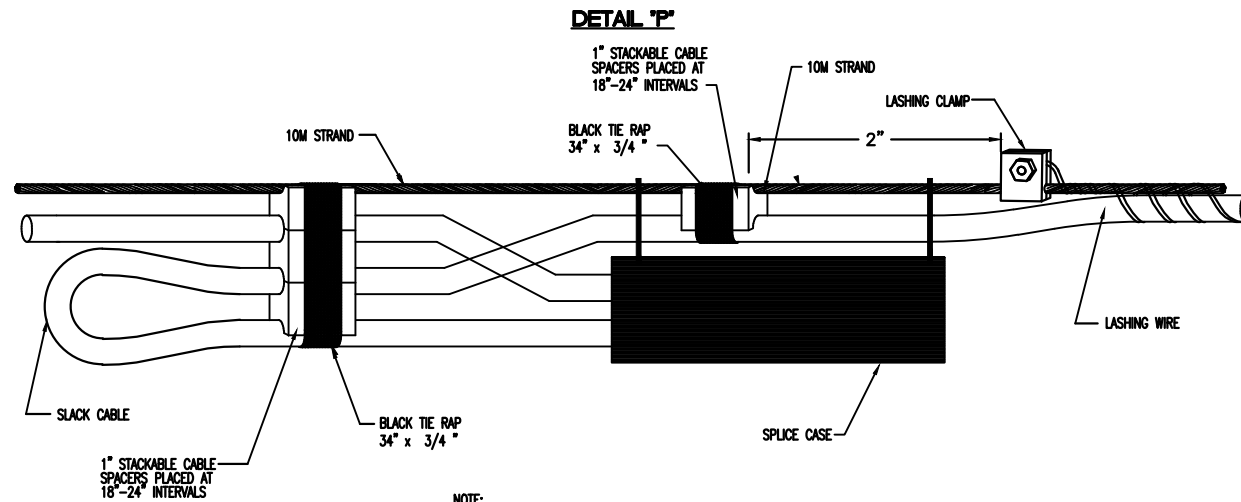
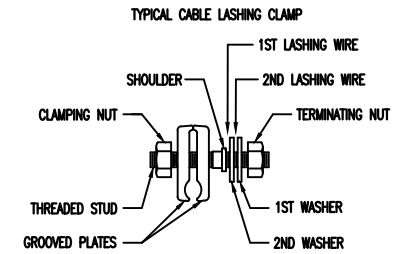
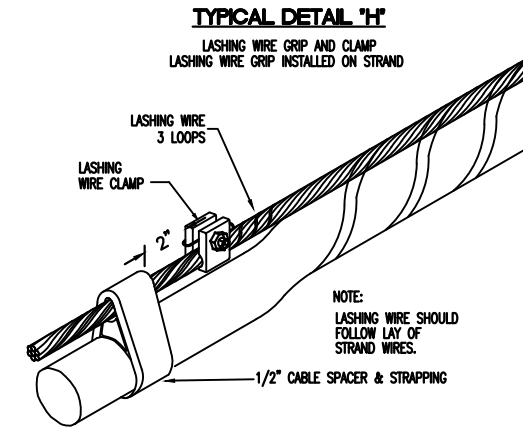
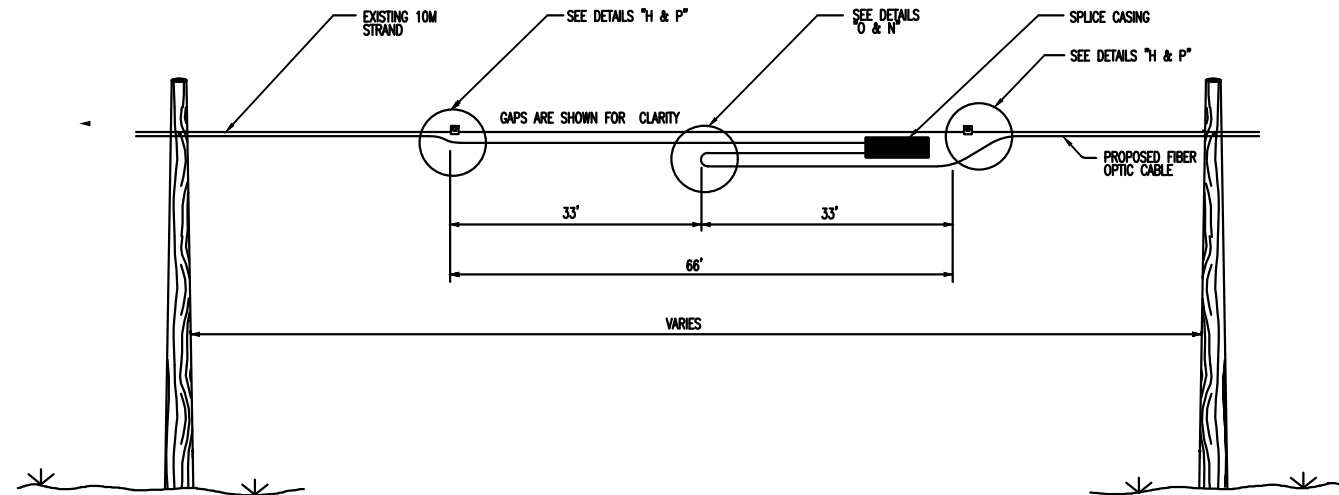
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12/18/19



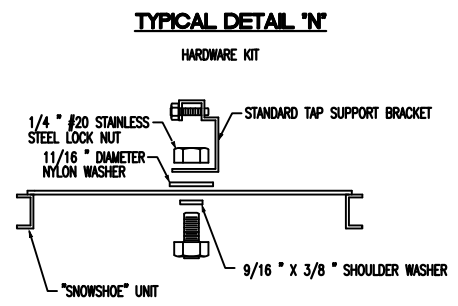
FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



**TYPICAL DETAIL FOR SLACK COIL AT AERIAL SPLICE POINTS**



**NOTE:**  
DO NOT EXCEED THE MANUFACTURERS SPECIFICATIONS CONCERNING MINIMUM BENDING RADIUS. THE MINIMUM BENDING RADIUS OF FIBER OPTIC CABLE UNDER TENSION WILL NOT EXCEED 20 TIMES THE CABLE DIAMETER.



REVISIONS		
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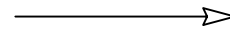
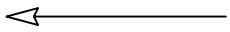
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SCALE	
B SIZE DWG:	NTS
D SIZE DWG:	NTS

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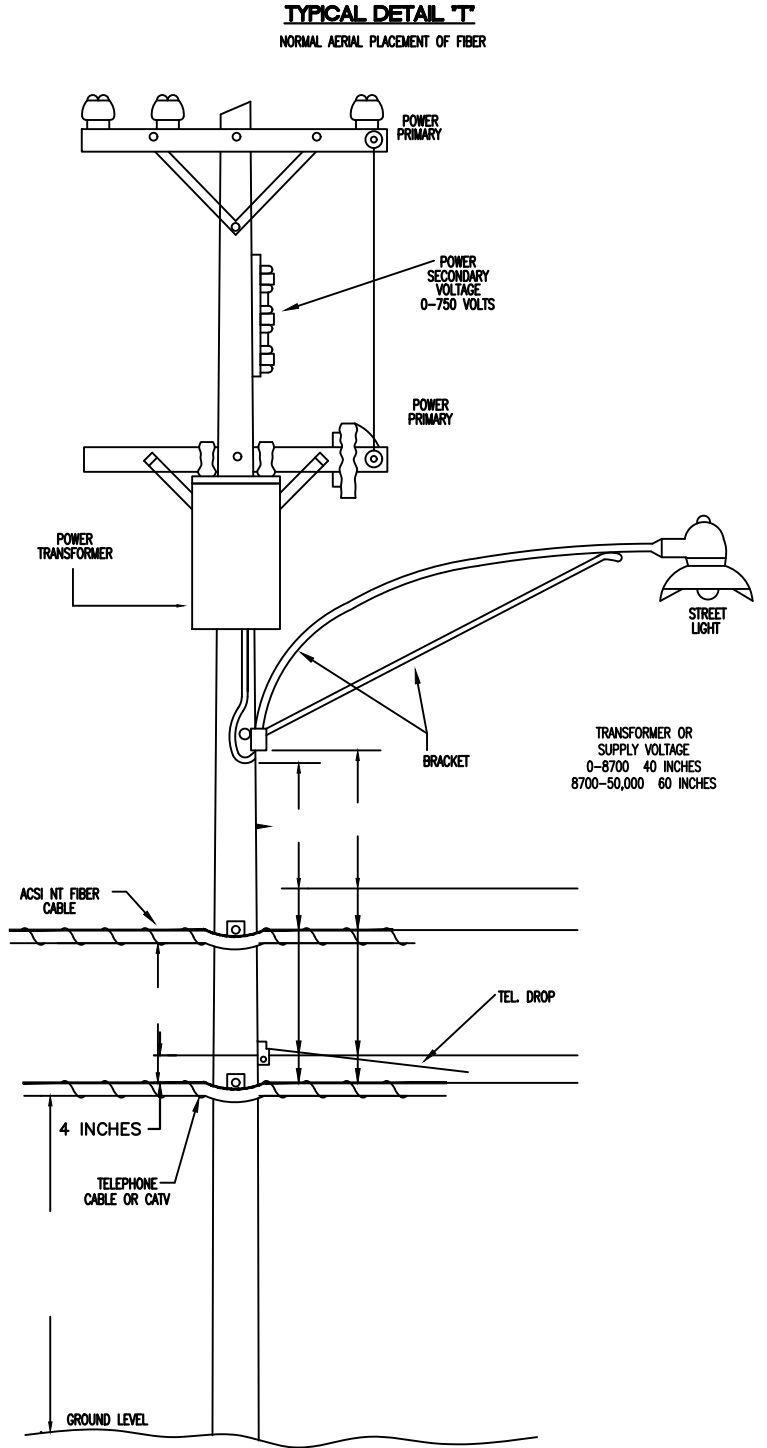
PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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12/18/19



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4360 BELTWAY PL  
ARLINGTON, TX 76018



**REVISIONS**

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**SCALE**

B SIZE DWG:	NTS
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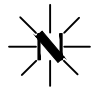
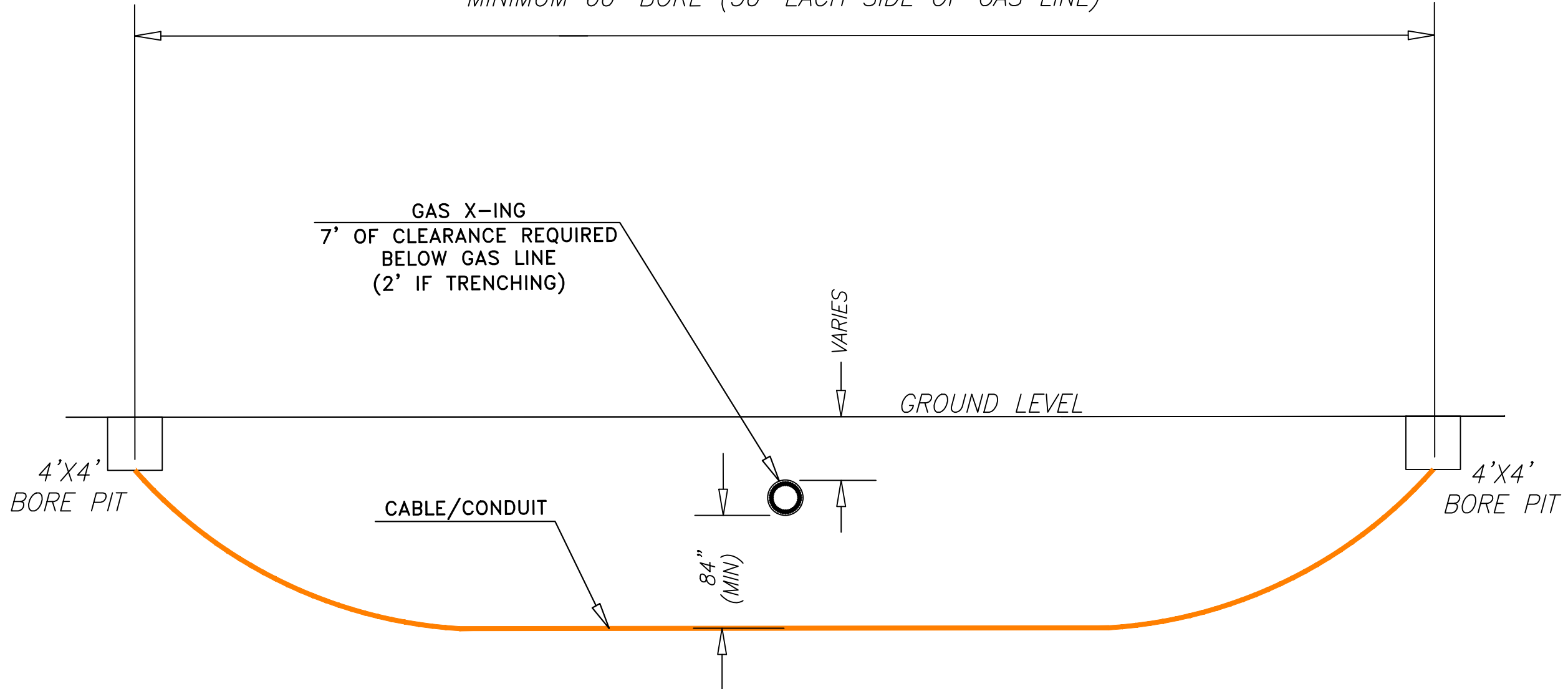
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**AER CONST TYP5**

Item # 25

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# GAS PIPELINE CROSSING BORE DETAIL

*MINIMUM 60' BORE (30' EACH SIDE OF GAS LINE)*



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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4360 BELTWAY PL  
ARLINGTON, TX 76018



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### SCALE

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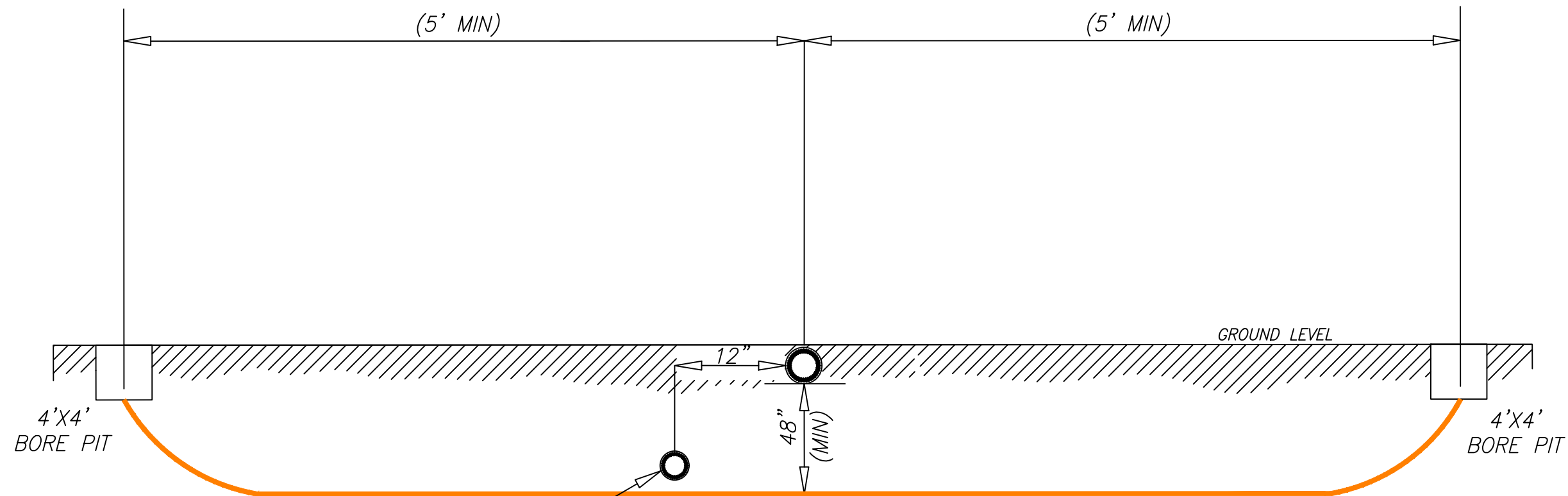
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TYP GAS BORE DET

# TYPICAL CULVERT CROSSING BORE DETAIL



PARALLEL BORES WILL MAINTAIN MIN 12" SEPARATION

CABLE/CONDUIT MIN 48" BORE UNDERSIDE OF CULVERT



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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### SCALE

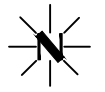
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PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

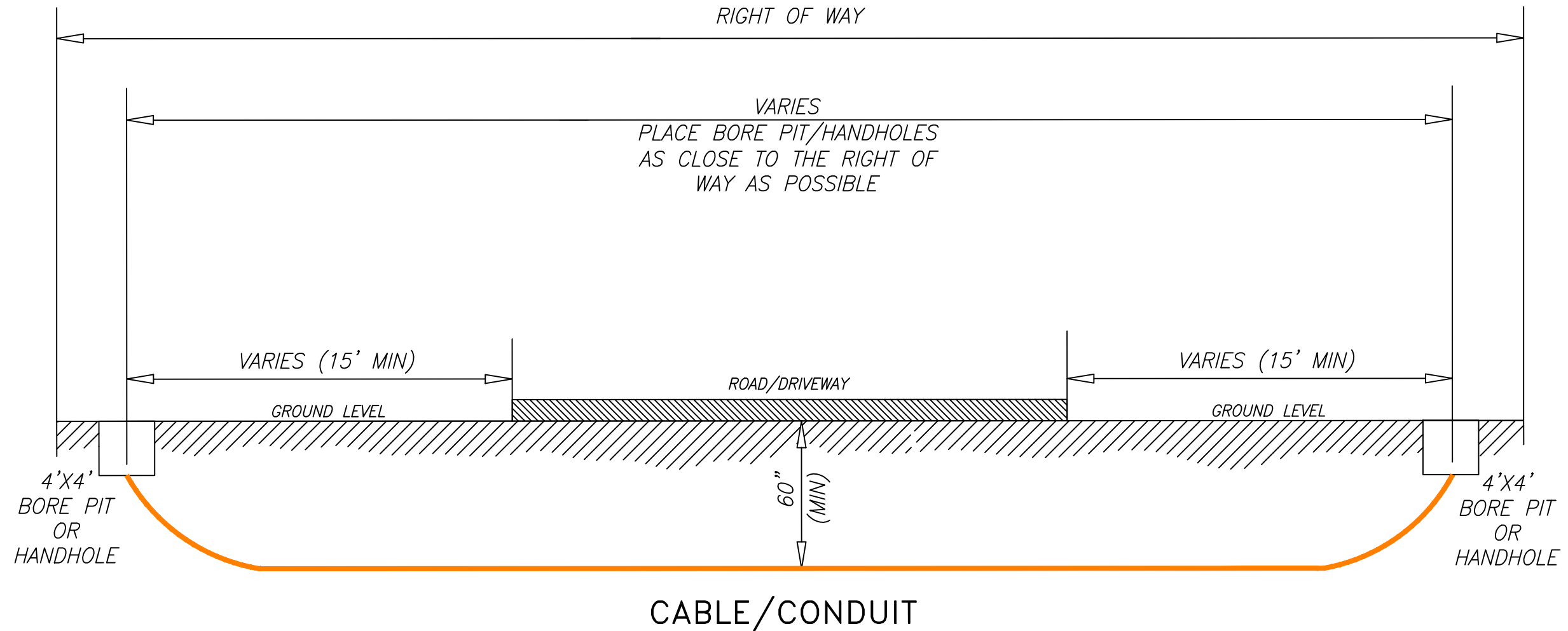
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ARLINGTON, TX 76018



## TYPICAL ROAD/DRIVEWAY CROSSING BORE DETAIL



CROSSING UNDER ROADS (1) 4" HDPE  
WITH (2) 1-1/4" INNERDUCTS WILL BE PLACED

CROSSING UNDER DRIVEWAYS (2) 1-1/4"  
CONDUITS WILL BE PLACED

Item # 25

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B SIZE DWG:	NTS
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TYP RD BORE DET

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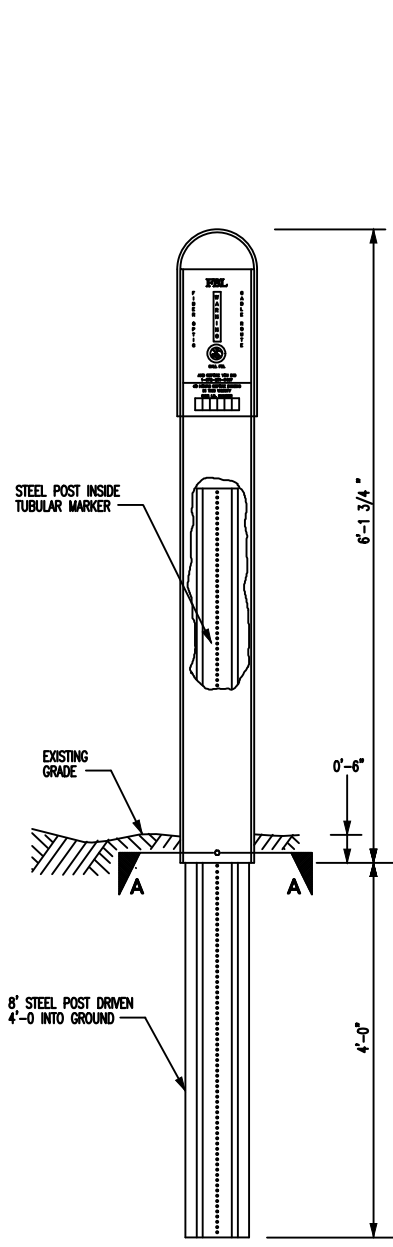
PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

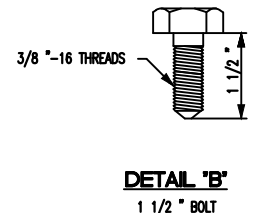
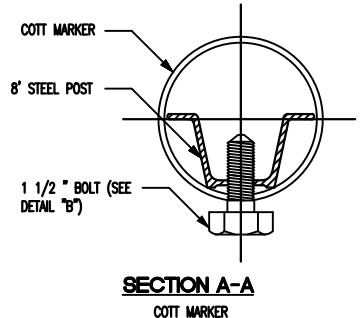
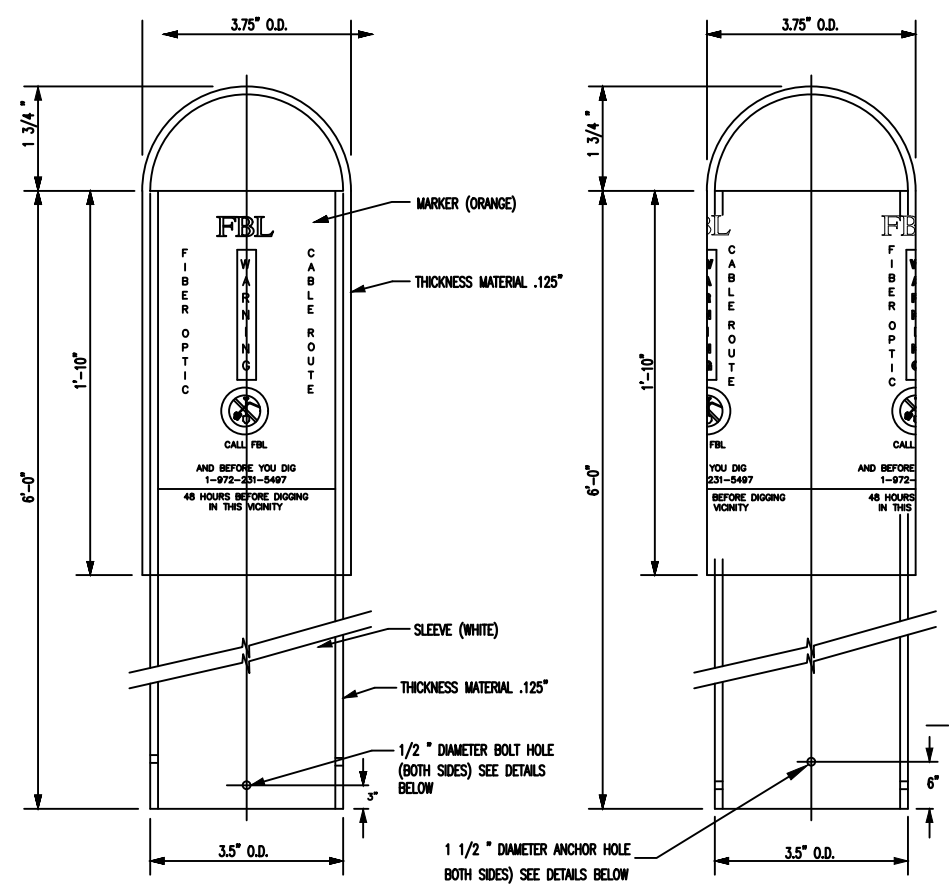
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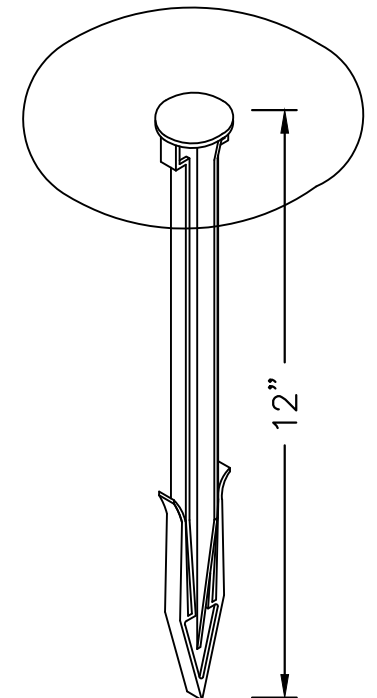
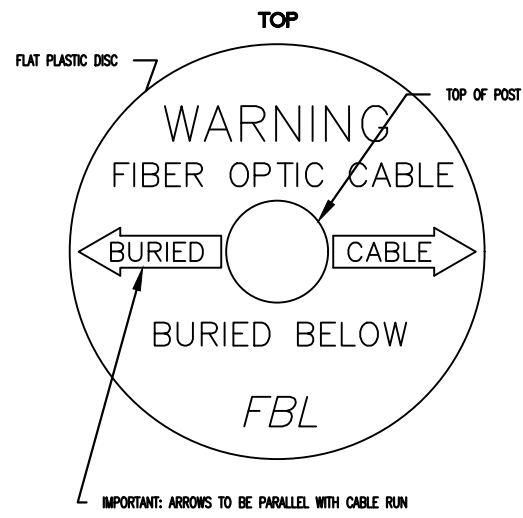
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ARLINGTON, TX 76018



**COTT MARKER INSTALLATION DETAIL**



**FLAT PLASTIC MARKER**



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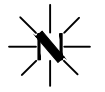
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**CABLE MARKER**

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PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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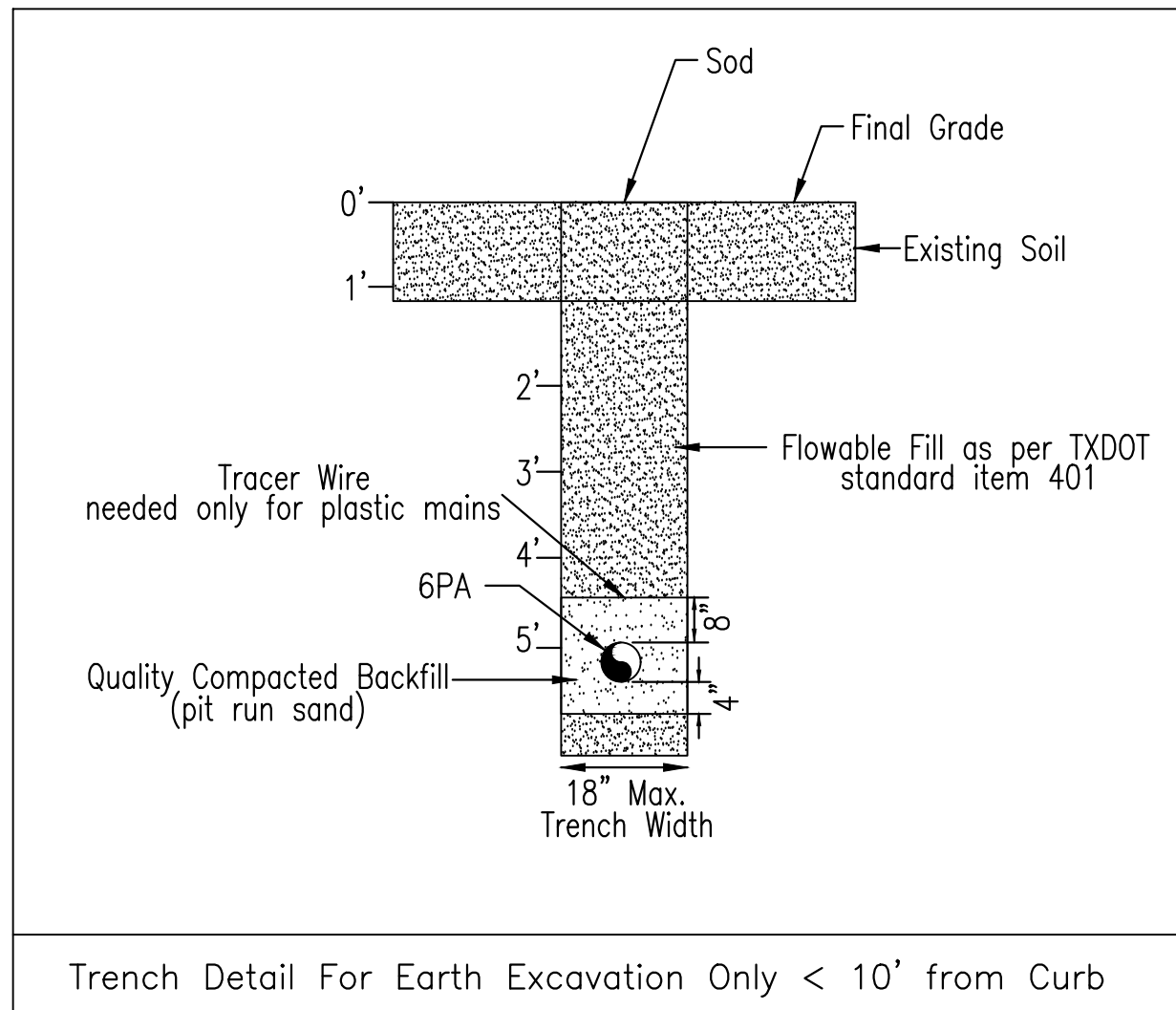


421 - HYDRAULIC CEMENT CONCRETE (with required SP 421---024)

**SPECIFICATION REQUIREMENTS**

1) The following will need to be shown on the plans or require a plan note:

- A coarse aggregate magnesium sulfate soundness loss other than a maximum of 18% (optional)
- If a value less than 1.0% will be used for the maximum decantation for coarse aggregate (optional)
- For all concrete subject to direct traffic if an acid insoluble value less than 60% will be used (optional)
- If blending of fine aggregates to meet the acid insoluble requirement will not be allowed (optional)
- If a sand equivalent of less than 80 will be used (optional)
- For Class K concrete if fineness modulus values outside the range of 2.60 and 2.80 will be allowed (optional)
- If mortar and grout will be used in the project (required)
- Strength requirements for concrete Classes F, H, K, and HES if used (required)
- Coarse aggregate grade for Class K and HES if used (required)
- If the responsibility of the contractor is waived regarding furnishing and maintaining: (optional)
  - o test molds
  - o curing facilities
  - o maturity meters if used,
  - o wheelbarrow or other container acceptable for the sampling of concrete
  - o strength-testing equipment in accordance with the controlling test (ie., compression machine or flexural beam breakers)
- If the controlling strength test will not be compressive (optional)
- If the contractor will not be responsible for the handling and transportation of test specimens and the cleaning of molds, if needed (optional)
- When sulfate resistant concrete is required (required)
- TxDOT plant/truck inspection/certification in lieu of NRMCA/professional engineer certification for NON-STRUCTURAL CONCRETE ONLY (optional)
- To allow the use of volumetric mixers for structural concrete (optional)
- To designate the use of high performance concrete classes: C(HPC), F(HPC), H(HPC), and S(HPC) (required)
- Designate an alternate strength over-design requirement other than what is in the specification only for Class K, non-structural concrete and Class C concrete not used for bridge class structures (optional)
- Designate dosage rate of corrosion inhibiting admixture if used (required)
- To waive air entrainment requirements for all concrete classes or individual concrete classes (already waived for Class B and drilled shaft concrete) (optional - refer to Bridge and Pavement Design Manuals)
- To alter target air contents (currently set at 4.0% for pavements and 5.5% for structural concrete) (optional)



Trench Detail For Earth Excavation Only < 10' from Curb

REVISIONS		
DATE	DESCRIPTION	BY
11/08/19	CAD	CK
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SCALE	
B SIZE DWG:	NTS
D SIZE DWG:	NTS

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**TRENCH DET2**

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PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018

Grass/Oats/Seed

Final Grade

Existing Soil

0'

1'

2'

3'

4'

5'

8"

4"

18" Max. Trench Width

Tracer Wire needed only for plastic mains

6PA

Quality Compacted Backfill (pit run sand)

Compacted Natural Backfill (free of heavy rocks)

Trench Detail For Earth Excavation > 10' from Curb

REVISIONS		
DATE	DESCRIPTION	BY
11/08/19	CAD	CK
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**SCALE**

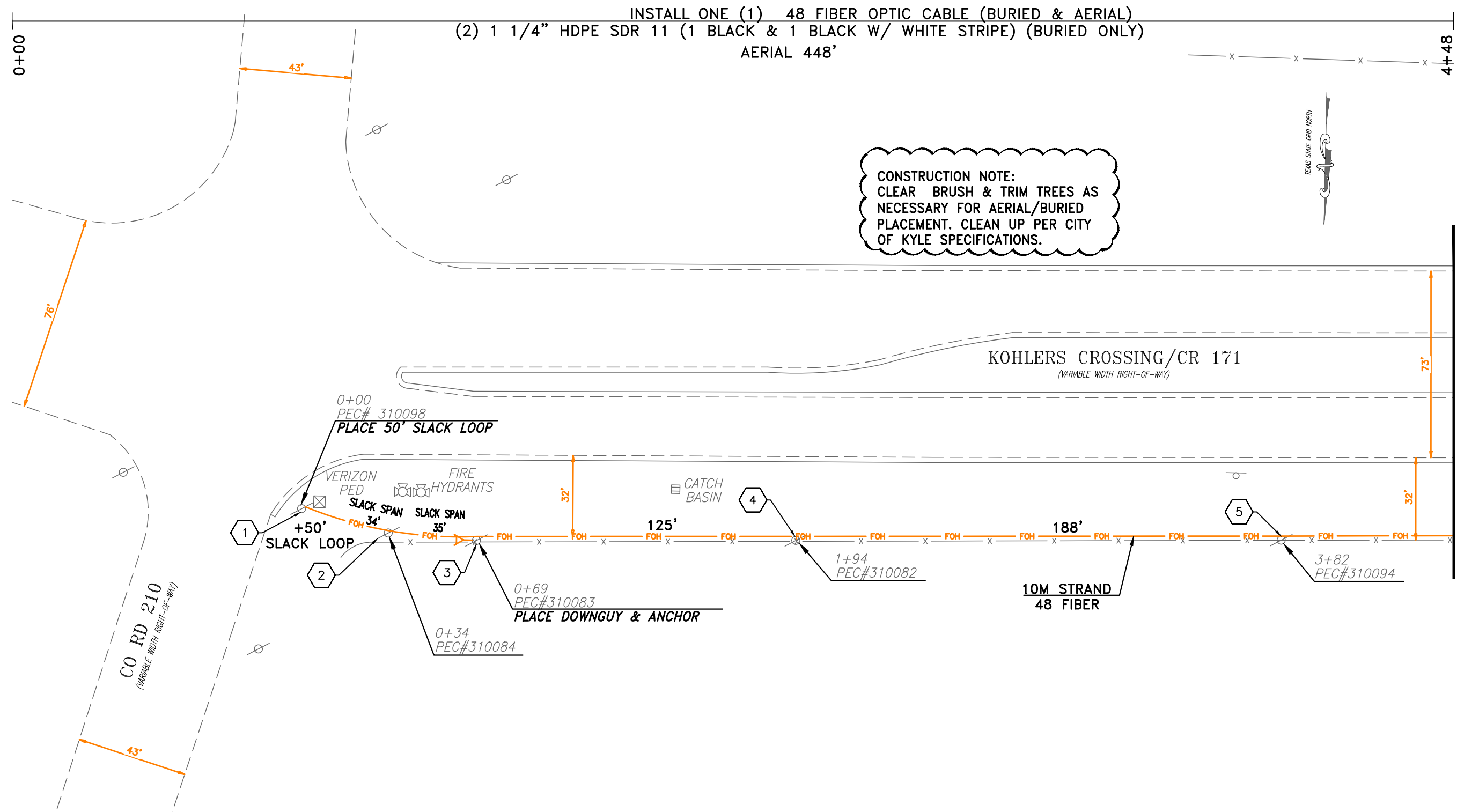
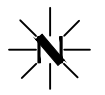
B SIZE DWG: NTS  
D SIZE DWG: NTS

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APPROVED:  
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**TRENCH DET3**

Item # 25

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**CONSTRUCTION NOTE:**  
CLEAR BRUSH & TRIM TREES AS NECESSARY FOR AERIAL/BURIED PLACEMENT. CLEAN UP PER CITY OF KYLE SPECIFICATIONS.

INSTALL ONE (1) 48 FIBER OPTIC CABLE (BURIED & AERIAL)  
(2) 1 1/4" HDPE SDR 11 (1 BLACK & 1 BLACK W/ WHITE STRIPE) (BURIED ONLY)  
AERIAL 448'

PROJECT: # RM19-965  
SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

**FiberLight**

FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



MATCHLINE SHEET 2 OF 11

SHEET UNIT TOTALS

REVISIONS		
DATE	DESCRIPTION	BY
11/08/19	CAD	CK
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**SCALE**

B SIZE DWG: 1" = 40'  
D SIZE DWG: 1" = 20'

DATE:  
APPROVED:  
SHEET:  
1 OF 11

DWG  
**PLAN**

**CONTRACTORS NOTE:**  
ALL UTILITY LOCATIONS ARE APPROXIMATE  
CONTRACTOR IS RESPONSIBLE FOR  
EXACT LOCATIONS.

**\*\*\*\*\*NOTE\*\*\*\***  
UTILITY AND ROW REPRESENTED ON PLANS ARE  
BASED ON RECORDS INFORMATION, NOT BASED  
ON BOUNDARY SURVEY AND FIELD EXPOSURES

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INSTALL ONE (1) 48 FIBER OPTIC CABLE (BURIED & AERIAL)  
 (2) 1 1/4" HDPE SDR 11 (1 BLACK & 1 BLACK W/ WHITE STRIPE) (BURIED ONLY)  
 AERIAL 563'

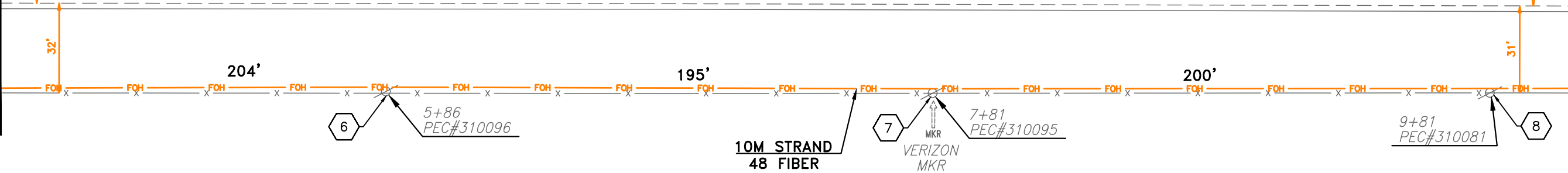
**CONSTRUCTION NOTE:**  
 CLEAR BRUSH & TRIM TREES AS NECESSARY FOR AERIAL/BURIED PLACEMENT. CLEAN UP PER CITY OF KYLE SPECIFICATIONS.



MATCHLINE SHEET 1 OF 11

MATCHLINE SHEET 3 OF 11

KOHLERS CROSSING/CR 171  
 (VARIABLE WIDTH RIGHT-OF-WAY)



PROJECT: # RM19-965  
 SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
 12/18/19

FIBERLIGHT LLC  
 4360 BELTWAY PL  
 ARLINGTON, TX 76018



SHEET UNIT TOTALS

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**REVISIONS**

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**SCALE**  
 B SIZE DWG: 1" = 40'  
 D SIZE DWG: 1" = 20'

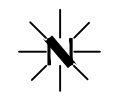
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 2 OF 11

DWG  
**PLAN**

**CONTRACTORS NOTE:**  
 ALL UTILITY LOCATIONS ARE APPROXIMATE  
 CONTRACTOR IS RESPONSIBLE FOR  
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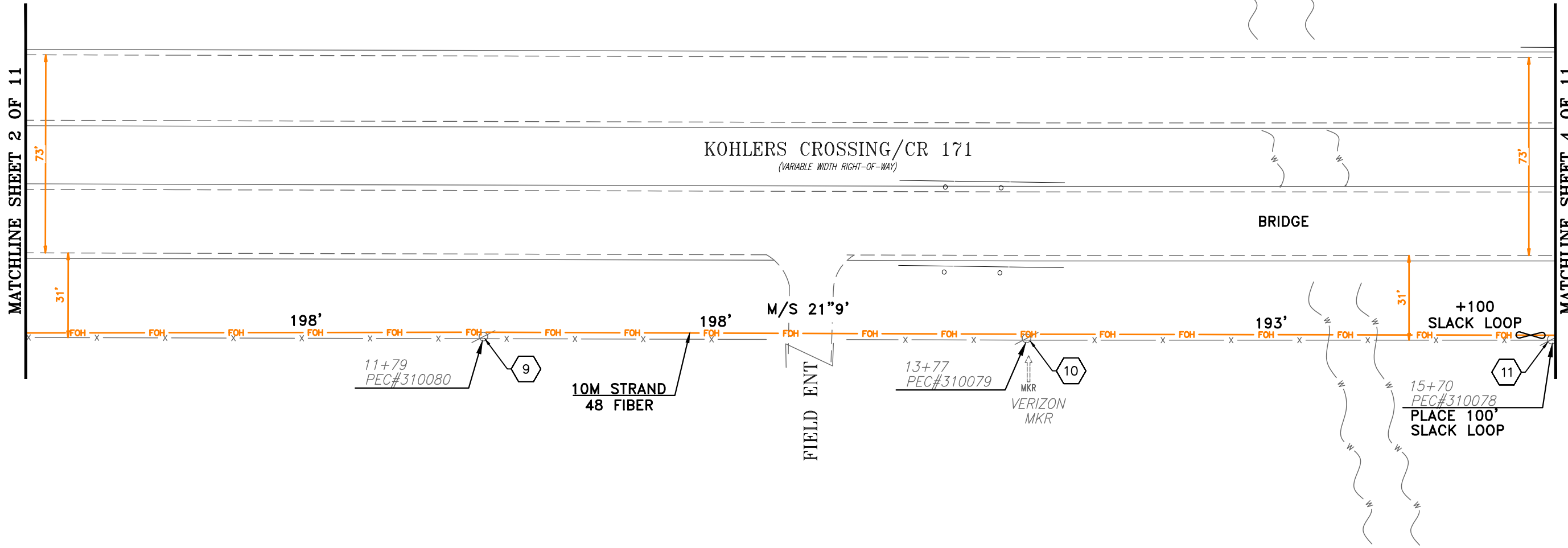
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INSTALL ONE (1) 48 FIBER OPTIC CABLE (BURIED & AERIAL)  
 (2) 1 1/4" HDPE SDR 11 (1 BLACK & 1 BLACK W/ WHITE STRIPE) (BURIED ONLY)  
 AERIAL 559'

CONSTRUCTION NOTE:  
 CLEAR BRUSH & TRIM TREES AS  
 NECESSARY FOR AERIAL/BURIED  
 PLACEMENT. CLEAN UP PER CITY  
 OF KYLE SPECIFICATIONS.



PROJECT: # RM19-965  
 SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
 12/18/19

FIBERLIGHT LLC  
 4360 BELTWAY PL  
 ARLINGTON, TX 76018



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SCALE  
 B SIZE DWG: 1" = 40'  
 D SIZE DWG: 1" = 20'

DATE:  
 APPROVED:  
 SHEET: 3 OF 11

DWG PLAN

CONTRACTORS NOTE:  
 ALL UTILITY LOCATIONS ARE APPROXIMATE  
 CONTRACTOR IS RESPONSIBLE FOR  
 EXACT LOCATIONS.

\*\*\*\*NOTE\*\*\*\*  
 UTILITY AND ROW REPRESENTED ON PLANS ARE  
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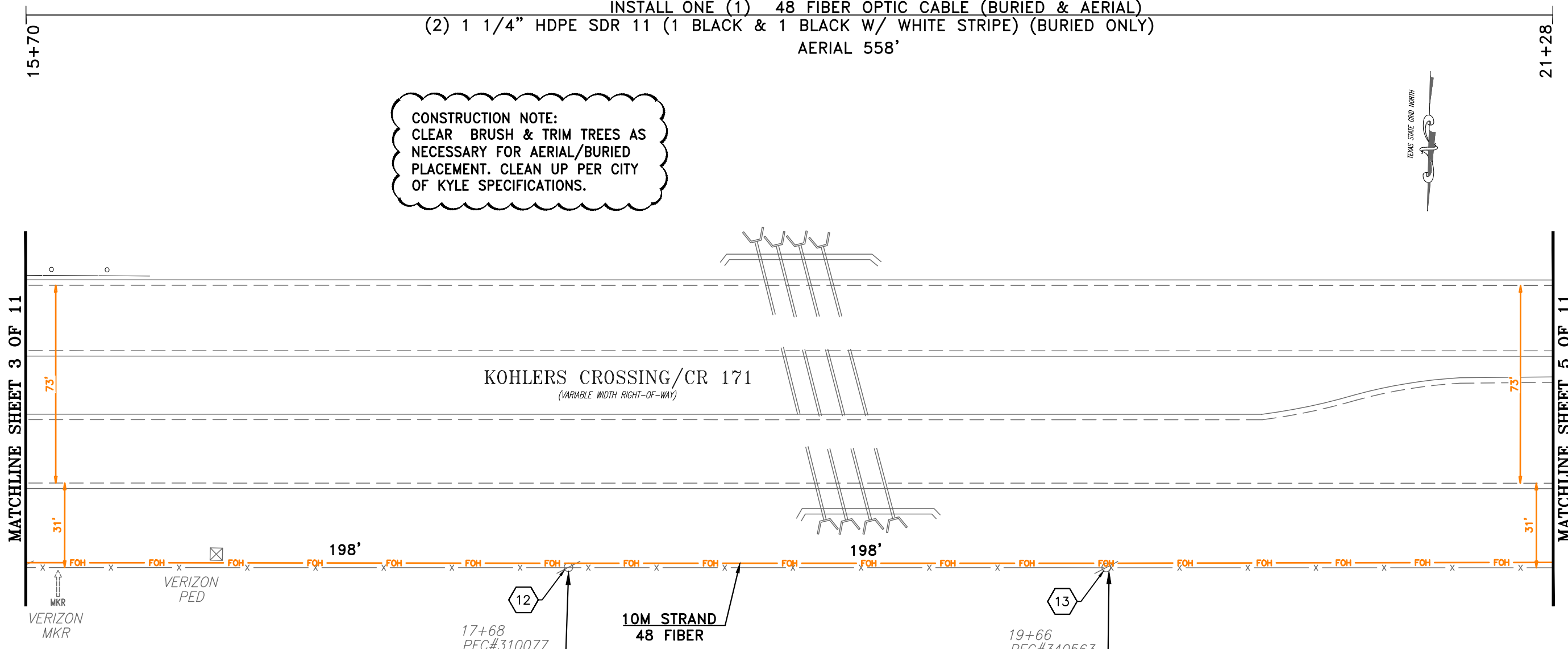
INSTALL ONE (1) 48 FIBER OPTIC CABLE (BURIED & AERIAL)  
(2) 1 1/4" HDPE SDR 11 (1 BLACK & 1 BLACK W/ WHITE STRIPE) (BURIED ONLY)  
AERIAL 558'

CONSTRUCTION NOTE:  
CLEAR BRUSH & TRIM TREES AS  
NECESSARY FOR AERIAL/BURIED  
PLACEMENT. CLEAN UP PER CITY  
OF KYLE SPECIFICATIONS.



MATCHLINE SHEET 3 OF 11

MATCHLINE SHEET 5 OF 11



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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12/18/19



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SCALE	
B SIZE DWG:	1" = 40'
D SIZE DWG:	1" = 20'

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APPROVED:  
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4 OF 11

DWG  
PLAN

CONTRACTORS NOTE:  
ALL UTILITY LOCATIONS ARE APPROXIMATE  
CONTRACTOR IS RESPONSIBLE FOR  
EXACT LOCATIONS.

\*\*\*\*NOTE\*\*\*\*  
UTILITY AND ROW REPRESENTED ON PLANS ARE  
BASED ON RECORDS INFORMATION, NOT BASED  
ON BOUNDARY SURVEY AND FIELD EXPOSURES

D:\RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUS-140734 SINGLEPOINT) RM19-965 11-07-19





INSTALL ONE (1) 48 FIBER OPTIC CABLE (BURIED & AERIAL)  
(2) 1 1/4" HDPE SDR 11 (1 BLACK & 1 BLACK W/ WHITE STRIPE) (BURIED ONLY)  
AERIAL 268' PLOW 292'

26+90

32+50

**CONSTRUCTION NOTE:**  
CLEAR BRUSH & TRIM TREES AS NECESSARY FOR AERIAL/BURIED PLACEMENT. CLEAN UP PER CITY OF KYLE SPECIFICATIONS.

**PLACEMENT NOTE:**  
ALL DUCT/FIBER TO BE PLACED AT A MINIMUM DEPTH OF 42" WITHIN TXDOT R/W AND A MINIMUM OF 60" BELOW THE TOP OF THE SURFACE OF ALL TXDOT ROADS, PUBLIC STREETS AND DRIVEWAYS.

**PLACEMENT NOTE:**  
BORED SECTIONS WILL EXTEND A MINIMUM OF 5' BEYOND THE EDGE OF CONCRETE PAVEMENT, OR 10' BEYOND THE EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSSING STREETS) THIS IS TO INCLUDE ANY ADDITIONAL WIDTH NECESSARY TO CLEAR EXISTING SIDEWALK.



PROJECT: # RM19-965  
SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

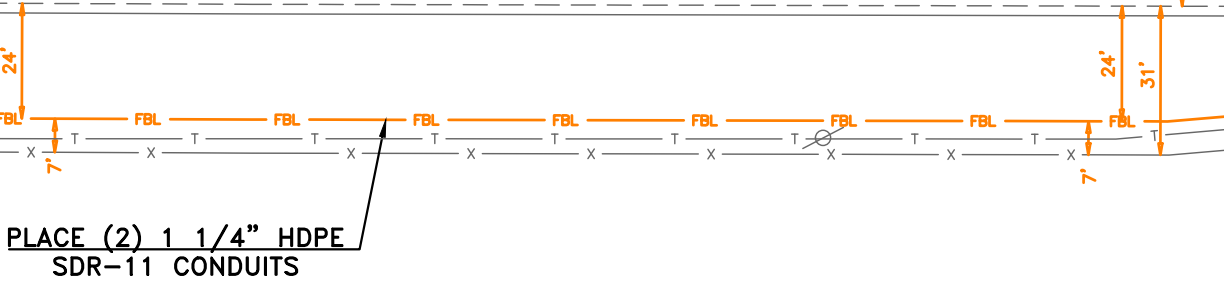
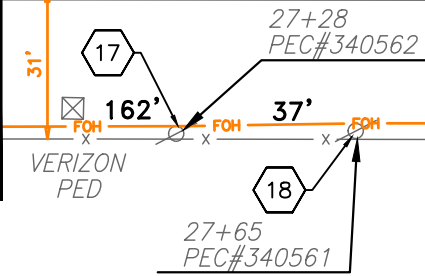
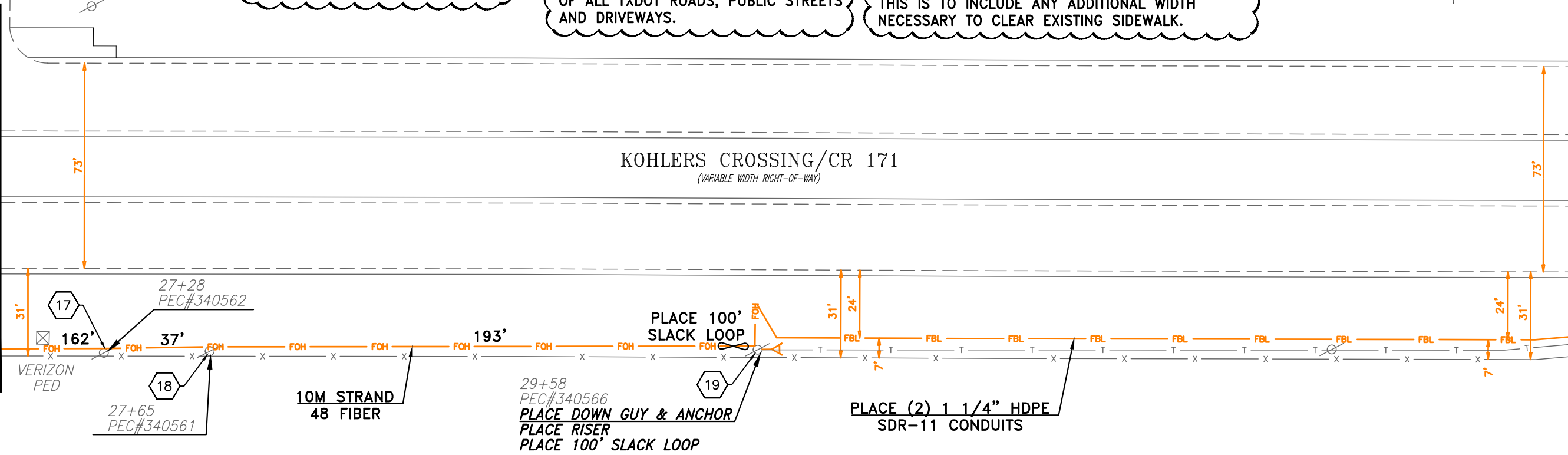
**FiberLight**  
FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



SHEET UNIT TOTALS

MATCHLINE SHEET 5 OF 11

MATCHLINE SHEET 7 OF 11



**CONTRACTORS NOTE:**  
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Item # 25

REVISIONS		
DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH
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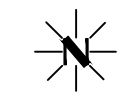
**SCALE**  
B SIZE DWG: 1" = 40'  
D SIZE DWG: 1" = 20'

DATE:  
APPROVED:  
SHEET:  
6 OF 11

DWG  
**PLAN**

DA:RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 11-07-19





32+50 PLOW 144' (2) 1 1/4" HDPE SDR 11 (1 BLACK & 1 BLACK W/ WHITE STRIPE) (BURIED ONLY) BORE 416' 38+10

**CONSTRUCTION NOTE:**  
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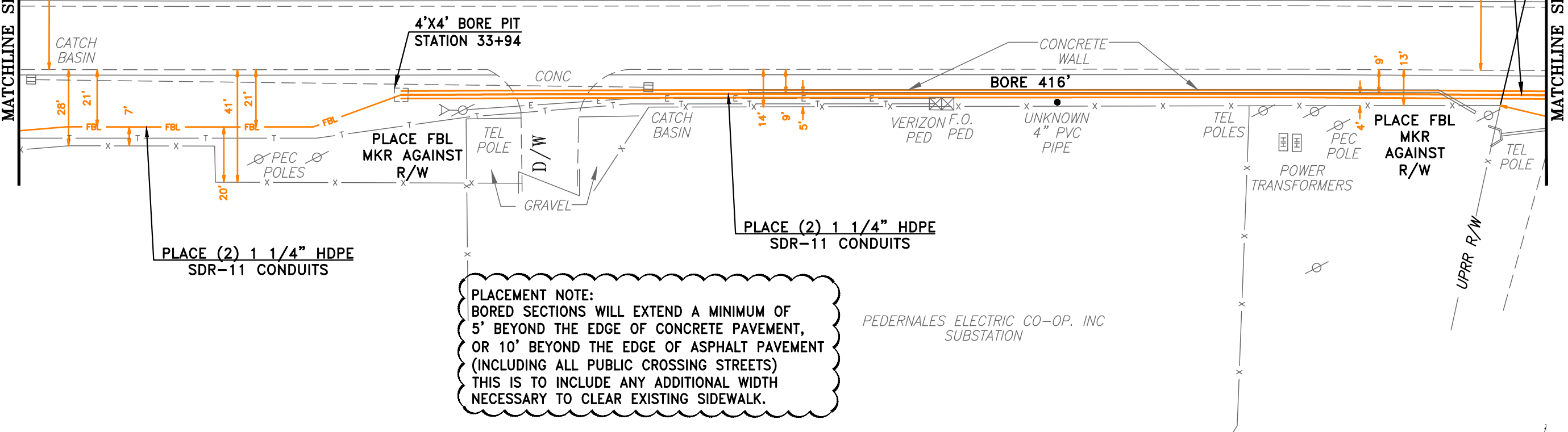
**PLACEMENT NOTE:**  
ALL DUCT/FIBER TO BE PLACED AT A MINIMUM DEPTH OF 42" WITHIN TXDOT R/W AND A MINIMUM OF 60" BELOW THE TOP OF THE SURFACE OF ALL TXDOT ROADS, PUBLIC STREETS AND DRIVEWAYS.

PLACE (1) 4" HDPE SDR 13.5 CASING E/W  
(2) 1.25" HDPE SDR-11 CONDUITS. (1) TO CONTAIN A 48 COUNT FIBER OPTIC CABLE

MATCHLINE SHEET 6 OF 11

MATCHLINE SHEET 8 OF 11

**KOHLERS CROSSING/CR 171**  
(VARIABLE WIDTH RIGHT-OF-WAY)



**PLACEMENT NOTE:**  
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PEDERNALES ELECTRIC CO-OP. INC  
SUBSTATION

**CONTRACTORS NOTE:**  
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Item # 25

PROJECT: # RM19-965  
SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018

RMWT  
TELECOMMUNICATION SERVICES  
435.823.4252

TEXAS EXCAVATION  
SAFETY SYSTEM

SHEET UNIT TOTALS

REVISIONS		
DATE	DESCRIPTION	BY
11/08/19	CAD	CK
12-10-19	DESIGN	MH
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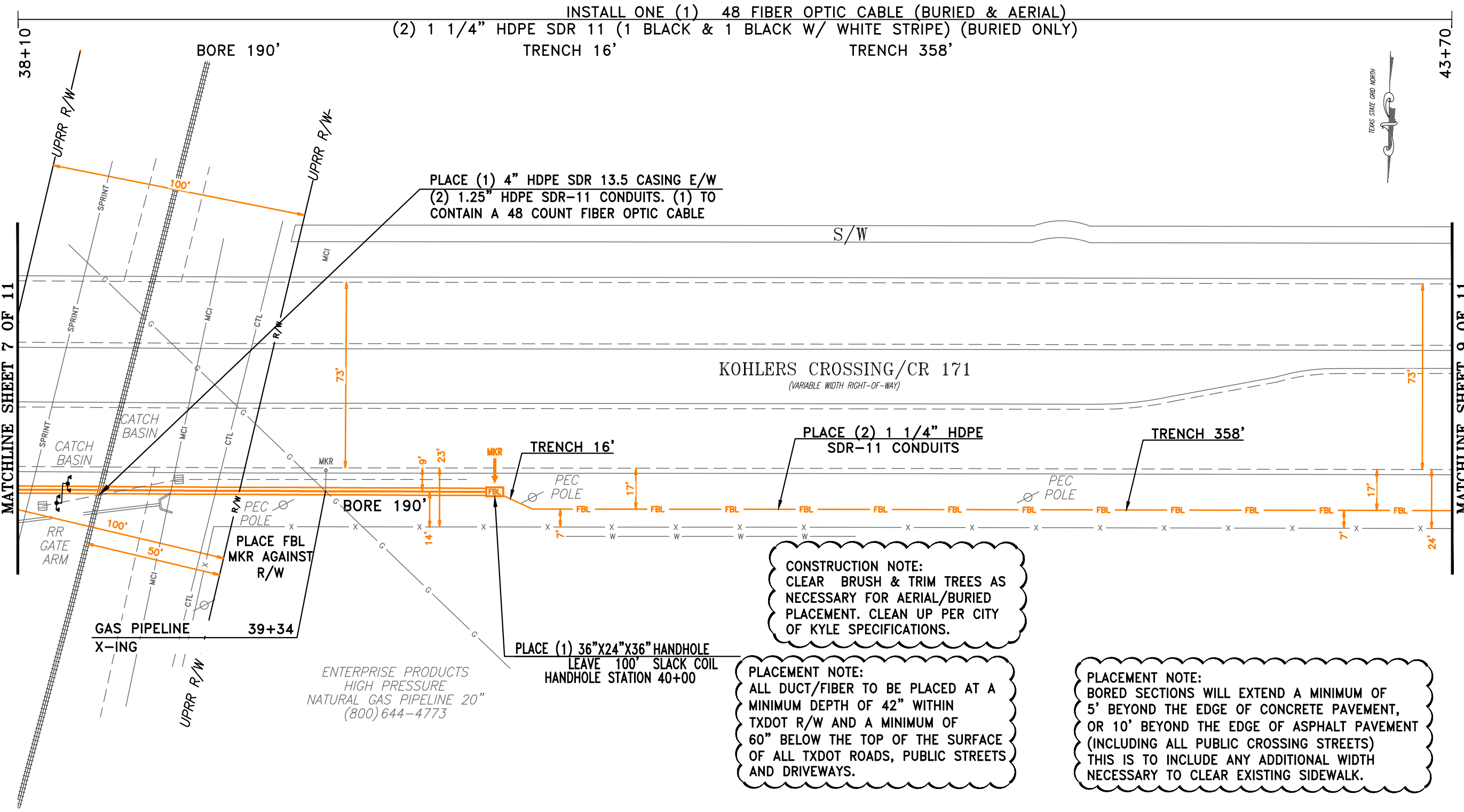
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SCALE	
B SIZE DWG:	1" = 40'
D SIZE DWG:	1" = 20'

DATE:  
APPROVED:  
SHEET:  
7 OF 11

DWG  
**PLAN**

DA:RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 04-21-2020\FIBERLIGHT 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 11-07-19



MATCHLINE SHEET 7 OF 11

MATCHLINE SHEET 9 OF 11

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Item # 25

INSTALL ONE (1) 48 FIBER OPTIC CABLE (BURIED & AERIAL)  
(2) 1 1/4" HDPE SDR 11 (1 BLACK & 1 BLACK W/ WHITE STRIPE) (BURIED ONLY)  
TRENCH 16' TRENCH 358'

PLACE (1) 4" HDPE SDR 13.5 CASING E/W  
(2) 1.25" HDPE SDR-11 CONDUITS. (1) TO  
CONTAIN A 48 COUNT FIBER OPTIC CABLE

PLACE (2) 1 1/4" HDPE  
SDR-11 CONDUITS

PLACE (1) 36"X24"X36" HANDHOLE  
LEAVE 100' SLACK COIL  
HANDHOLE STATION 40+00

**CONSTRUCTION NOTE:**  
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NECESSARY FOR AERIAL/BURIED  
PLACEMENT. CLEAN UP PER CITY  
OF KYLE SPECIFICATIONS.

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PROJECT: # RM19-965  
SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018

RMWT  
TELECOMMUNICATION SERVICES  
435.823.4252

TEXAS EXCAVATION  
SAFETY SYSTEM

SHEET UNIT TOTALS

REVISIONS		
DATE	DESCRIPTION	BY
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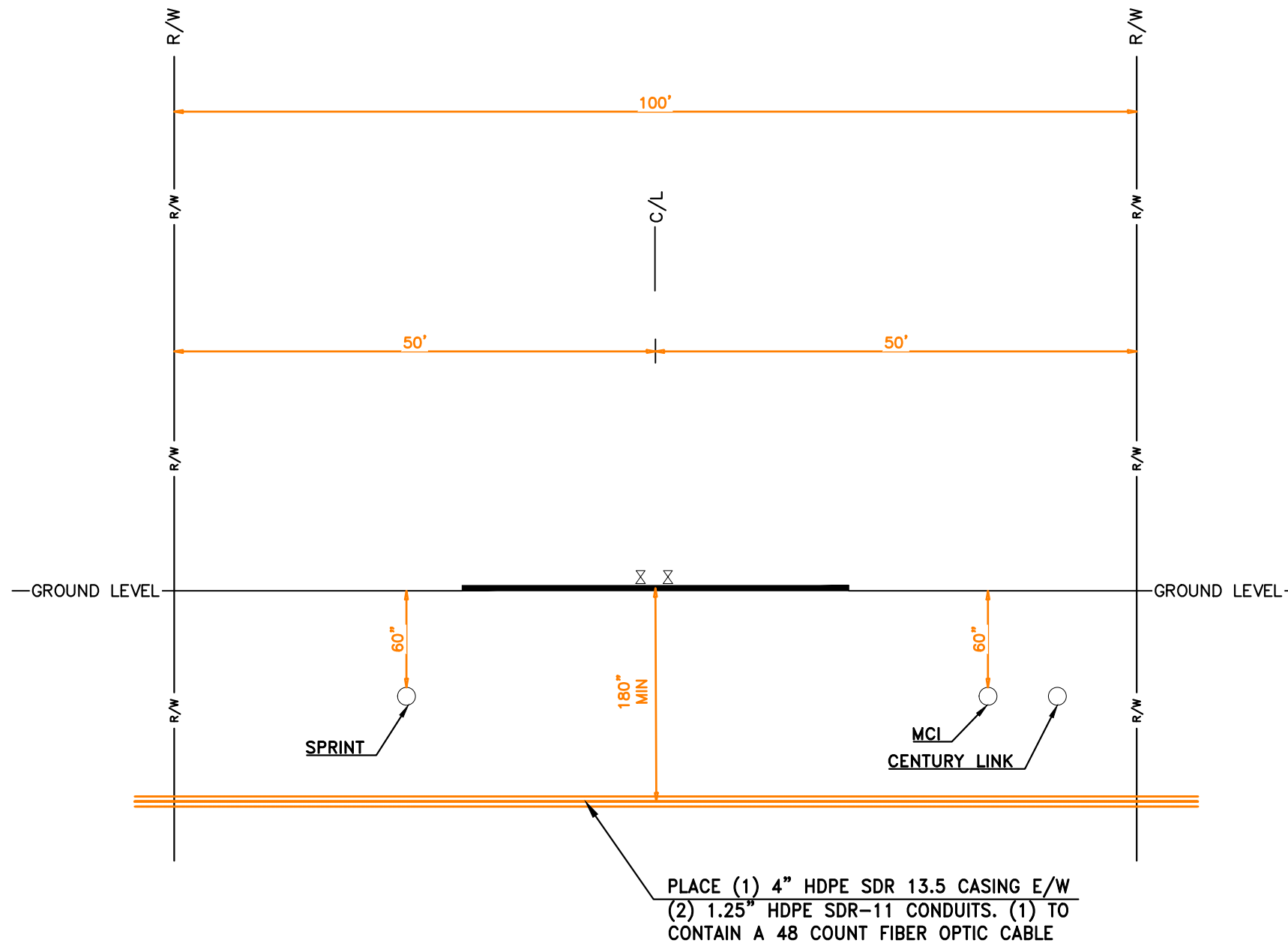
DATE:  
APPROVED:  
SHEET:  
8 OF 11

DWG  
**PLAN**

DA:RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 04-21-2020\FIBERLIGHT 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 11-07-19



BORE PROFILE OF UPRR CROSSING  
DOT# 447-6458  
CROSSING NAME: CR 171  
MP 198.11  
CROSSING @ 76°  
LOOKING NORTHEAST



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19



FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



SHEET UNIT TOTALS

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8A OF 11

DWG

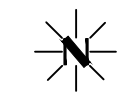
PLAN

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Item # 25

D:\RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUS-140734 SINGLEPOINT) RM19-965 11-07-19



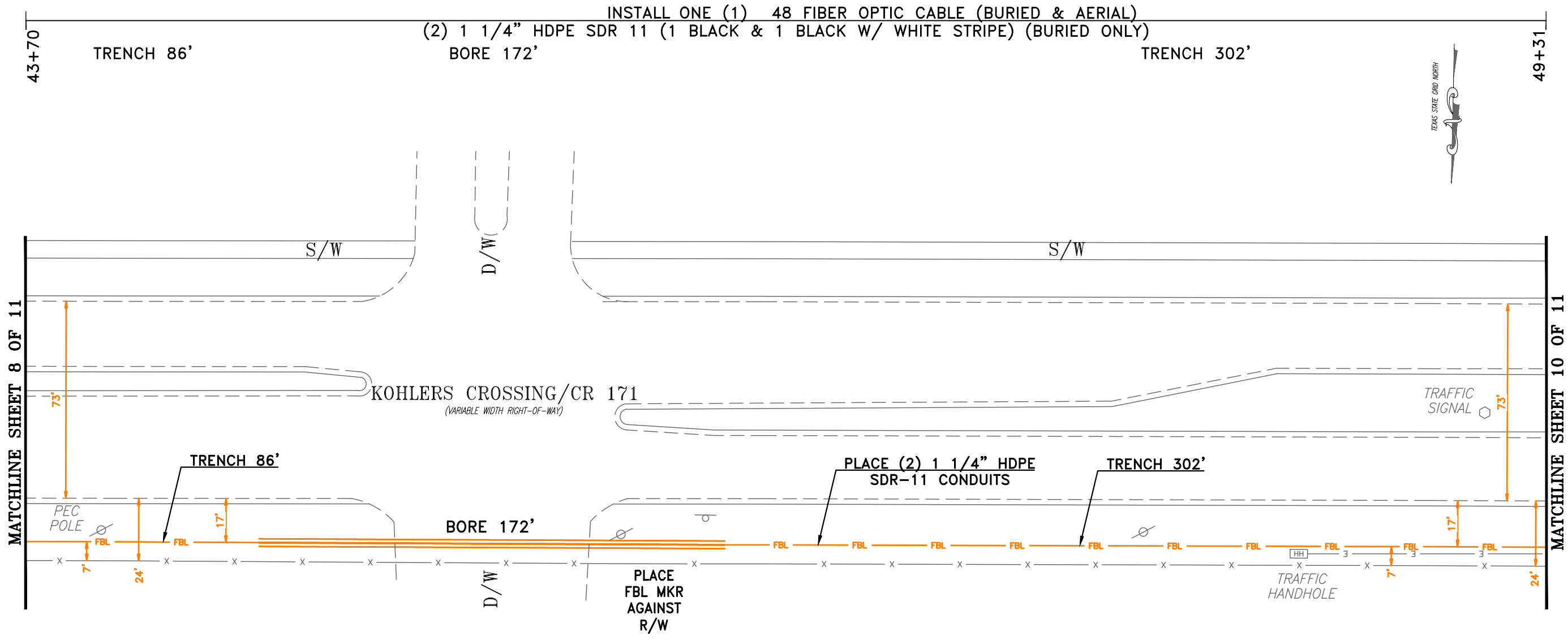
PROJECT: # RM19-965  
SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

**FiberLight**  
FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



SHEET UNIT TOTALS



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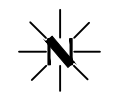
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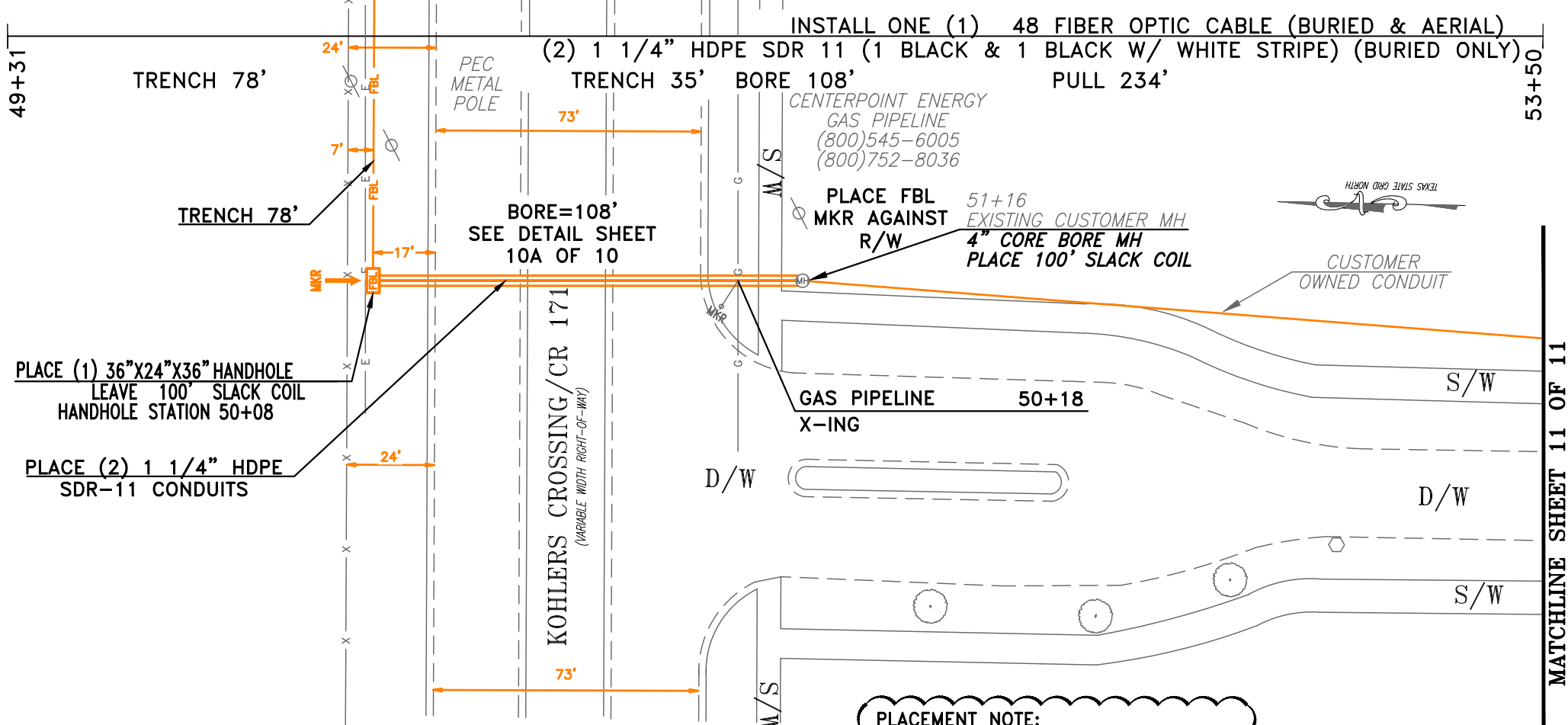
DATE:  
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9 OF 11

DWG  
**PLAN**

DA\RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUG-140734 SINGLEPOINT) RM19-965 11-07-19



MATCHLINE SHEET 09 OF 11



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MATCHLINE SHEET 11 OF 11

PROJECT: # RM19-965  
SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19

FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



SHEET UNIT TOTALS

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10 OF 11

DWG  
**PLAN**

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DA:RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUS-140734 SINGLEPOINT) RM19-965 11-07-19



PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

**PERMIT**  
12/18/19



FIBERLIGHT LLC  
4360 BELTWAY PL  
ARLINGTON, TX 76018



SHEET UNIT TOTALS

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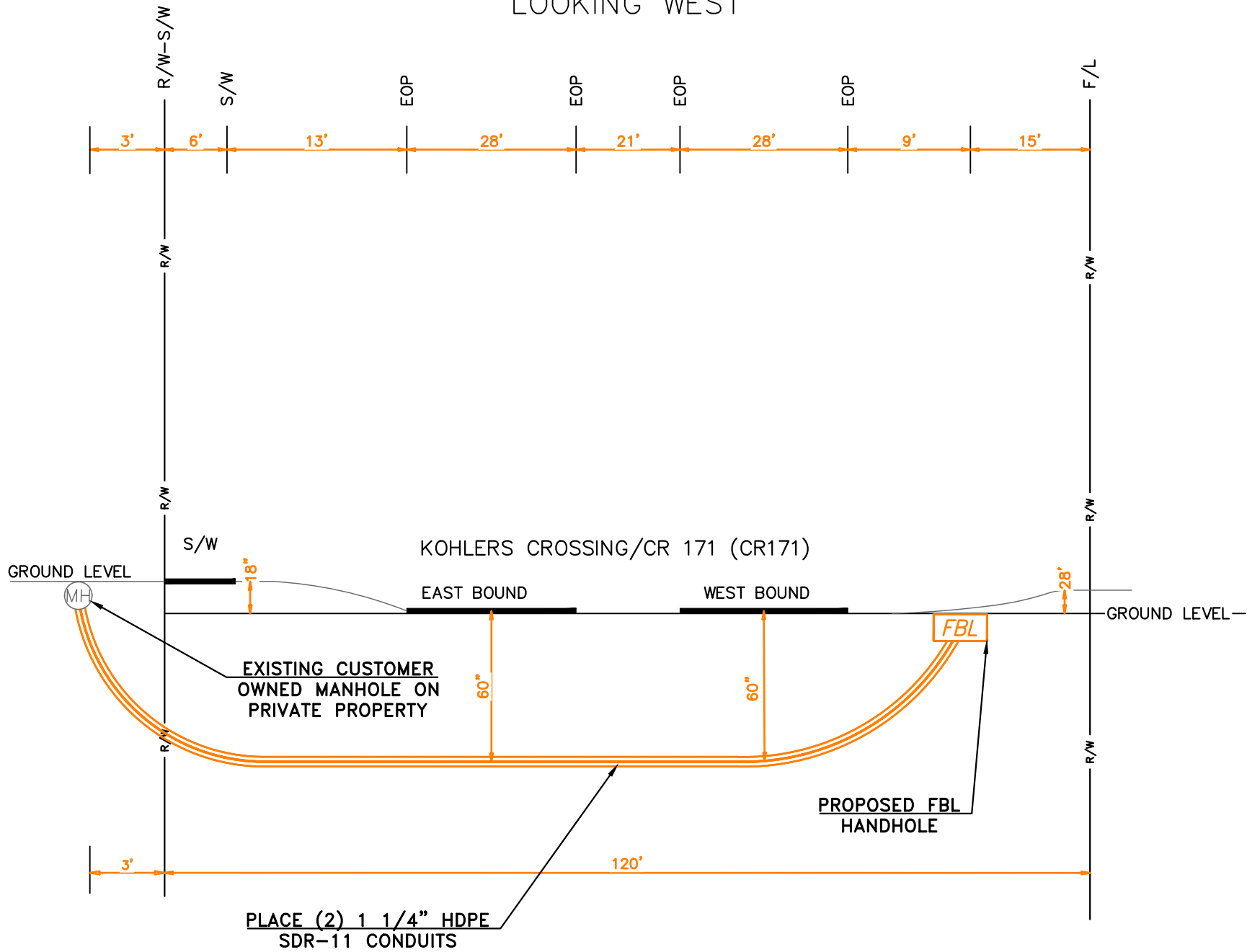
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10A OF 11

DWG  
**PLAN**

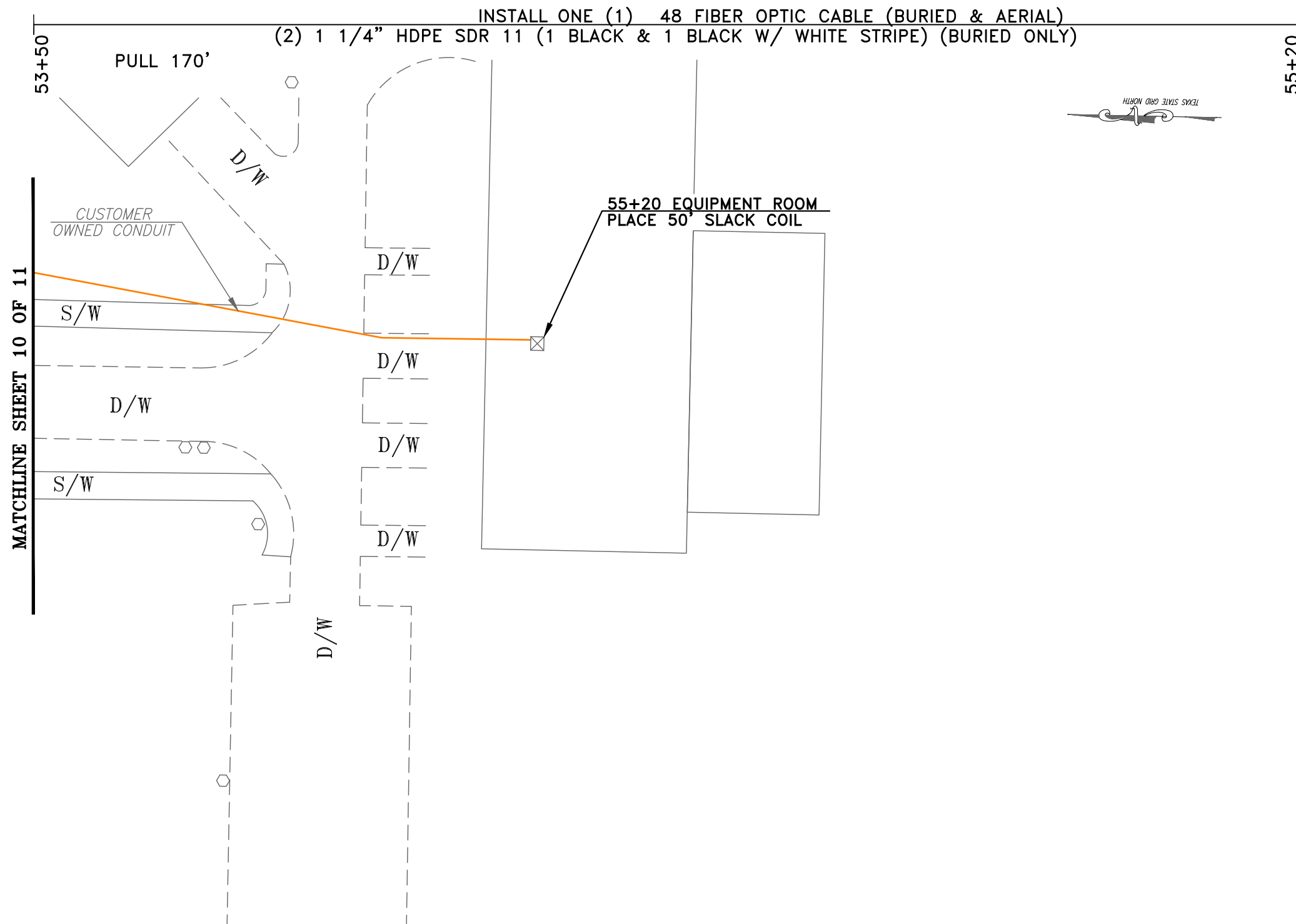
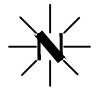
BORE PROFILE OF KOHLERS CROSSING/CR 171 (CR171)  
CROSSING @ 90°  
LOOKING WEST



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PROJECT: # RM19-965

SEGMENT #1200 KOHLERS CROSSING KYLE

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4360 BELTWAY PL  
ARLINGTON, TX 76018



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DA:RMWT\PROJECTS\FIBERLIGHT TEXAS 1200 KOHLERS CROSSING KYLE (AUS-140734 SINGLEPOINT) RM19-965 11-07-19



# CITY OF KYLE, TEXAS

TxDOT Change of speed limit from  
FM 150 (Rebel Drive to Front  
Street)

Meeting Date: 5/19/2020  
Date time: 7:00 PM

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

**Other Information:**

**Legal Notes:** N/A

**Budget Information:** N/A

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**ATTACHMENTS:**

**Description**

- Ordinance
- Speed Study



AN ORDINANCE OF THE CITY KYLE, TEXAS, ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON RM 150 IN THE CITY LIMITS OF THE CITY OF KYLE; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; WITH A SAVING CLAUSE REPEALING CONFLICTING LAWS AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY OF KYLE:

#### Section 1

It is hereby determined upon the basis of an Engineering and Traffic investigation that the prima facie maximum speed limit on those portions of RM 150 routed in the city of Kyle, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

#### Speed Zone

##### FOR WESTBOUND TRAFFIC

Beginning under Control-Section 0016-17 starting from milepoint 20.861 (at Front St.) to milepoint 20.839 (37 feet west of Burleson St.), a distance of 0.022 miles, a prima facie maximum speed limit of 25 miles per hour.

On RM 150 at milepoint 20.839 (37 feet west of Burleson St.) under Control-Section 0016-17 is equivalent to milepoint 30.927 for Control-Section 0805-04.

Under Control-Section 0805-04 from milepoint 30.927 (37 feet west of Burleson St.) to milepoint 30.585 (at the intersection of Center St. and Rebel Dr.), a distance of 0.342 miles, a prima facie maximum speed limit of 25 miles per hour.

##### FOR EASTBOUND TRAFFIC

Beginning under Control-Section 0805-04 starting from milepoint 30.585 (at the intersection of Center St. and Rebel Dr.) to milepoint 30.927 (37 feet west of Burleson St.), a distance of 0.342 miles, a prima facie maximum speed limit of 25 miles per hour.

On RM 150 at milepoint 30.927 (37 feet west of Burleson St.) under Control-Section 0805-04 is equivalent to milepoint 20.839 for Control-Section 0016-17.

Under Control-Section 0016-17 from milepoint 20.839 (37 feet west of Burleson St.) to milepoint 20.861 (at Front St.), a distance of 0.022 miles, a prima facie maximum speed limit of 25 miles per hour.

SECTION II

That all of the streets of this city, and all portions of any such streets, are hereby declared to be public streets and that the driving or operating of any motor vehicle on or along any portion of any street of this city at a rate of speed that is greater than the maximum rate of speed for said portion of said street, as fixed by this ordinance shall be guilty of a misdemeanor, which is named " The Offense of Speeding " and that the said offense is punishable by a fine in any sum not to exceed Two Hundred dollars (\$200.00). That the use of the word " Speeding " shall be sufficient to designate the said offense, and shall mean that a motor vehicle has been driven upon a public street at a greater rate of speed than fixed by City Ordinance for the street and for the zone thereof, that such motor vehicle was so being driven upon, if zoned.

That in prosecutions under this ordinance, for the offense of speeding, the complaint, if in other respects sufficient in form, shall as to the portion thereof seeking to acknowledge the offense, be sufficient if it in substance alleges that the defendant did while driving a motor vehicle in said city commit the offense of " Speeding " .

SECTION III

That should any section or any portion of any section hereof be decreed to be void, the invalidity of such section or such portion thereof shall not affect the validity of the remaining portions of this ordinance; and that each section and each portion thereof not decreed to be invalid shall remain valid and enforceable.

That all ordinances and parts of ordinances that are in conflict with this ordinance are hereby repealed.

That the fact that prompt action should be taken in the regulation of traffic, on the streets of this city, in the manner provided for in this ordinance creates an emergency requiring that the rules that provide that an ordinance shall be read at three separate meetings of the city council before final passage, be suspended; and that the said rules are hereby suspended, and this ordinance is here and now passed, and that it is ordered that it take effect from and after its passage and publication.

Passed and approved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Kyle

Attest:

\_\_\_\_\_  
City Secretary

RURAL ZONED BY COMMISSION MINUTE ORDER 106847 (JUNE 18, 1996)

CITY OF KYLE ZONED BY CITY ORDINANCE

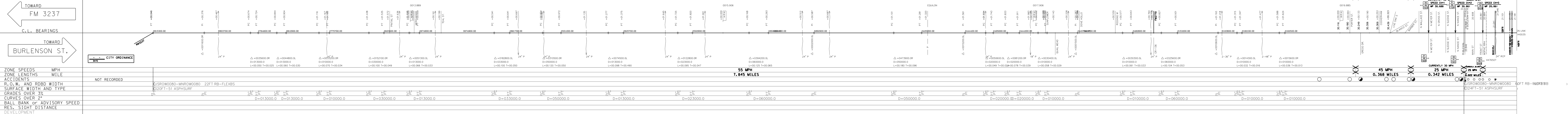
7.845 MILES 55 MPH

0.368 MILES 45 MPH

0.342 MILES 25 MPH

0.022 MILES 25 MPH

0.022 MILES 25 MPH



ZONE SPEEDS MPH	MPH
ZONE LENGTHS MILE	MILE
ACCIDENTS	NOT RECORDED
R.O.W. AND RDBD WIDTH	KUSROW080-MNR0W080 22FT RB-FLEXBS
SURFACE WIDTH AND TYPE	K024FT-51 ASPHSURF
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK or ADVISORY SPEED	
RES. SIGHT DISTANCE	

DIST. AUSTIN COUNTY HAYS	MINUTE NO.	DATE / /
HIGHWAY RM 150 CITY KYLE	REPLACES	DATE / /
DATE OF SURVEY 04/02/20	REPLACED BY	DATE / /
SCALE 1" = 800'	CANCELED BY	DATE / /

LIMITS OF ZONE											
SECTION ONE			SECTION TWO			SECTION THREE			SECTION FOUR		
STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS 22.372	0805-04		BEGINS 30.217	0805-04		BEGINS 30.585	0805-04		BEGINS 20.839	0016-17	
ENDS 30.217	0805-04		ENDS 30.585	0805-04		ENDS 30.927	0805-04		ENDS 21.861	0016-17	

42 85 PERCENTILE SPEED  
62 TOP SPEED MEASURED  
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT  
○ PERSONAL INJURY ACCIDENT  
○ PROPERTY DAMAGE ACCIDENT  
█ INDICATES SECTION ZONED BY COMMISSION MINUTE

# SPEED ZONE



# CITY OF KYLE, TEXAS

## 2020 Events

**Meeting Date: 5/19/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Discussion regarding Fajita Festival, Pie in the Sky, and other 2020 events. ~ *Travis Mitchell, Mayor*

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## TDA Report

Meeting Date: 5/19/2020

Date time: 7:00 PM

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

- Downtown Kyle Assessment Report-FINAL
- Permitted Uses by Zoning

# Downtown Kyle Assessment Report



*Prepared by the Texas Downtown Association for the City of Kyle  
October 2019*

The Texas Downtown Association (TDA) was invited to complete a downtown assessment on Friday, August 23, 2019.

TDA was founded in 1985 to connect and serve communities dedicated to downtown development and revitalization. Today the organization serves over 300 members representing cities and towns of all sizes, economic development corporations, chambers of commerce, nonprofit organizations including downtown merchant groups, small businesses, and individuals from across the state. We believe that downtown is a mirror of your community. A vibrant downtown is likely to reflect a vibrant community that attracts residents, primary job creators, visitors, small businesses, and investors.

Prior to the assessment, TDA staff visited with Mayor Pro Tem Dex Ellison and City Manager Scott Sellers to discuss current downtown challenges and opportunities. An online survey was shared with downtown business owners to get their feedback on a variety of issues, and City representatives completed a questionnaire about available resources, community partners, and current programming. All of this information was shared with assessment team members.

Team members were selected based on their skills, experience, and contributions to downtown and commercial district development.

Team members included:

Eric Davis, Cobalt Real Estate Development

Kyle Kramm, City of Seguin

Sheila Scarborough, Tourism Currents

Faith Schexnayder, Flatfork Studios

Catherine Sak, Texas Downtown Association

The visit began with a meeting of over 40 stakeholders in the Council Chambers at Kyle City Hall. Attendees included residents, business owners, real estate professionals, nonprofits, City Council members, Chamber staff and members, and representatives from community partners and organizations. The group discussed downtown issues, what makes Downtown Kyle unique, and the current status of downtown.

After the morning stakeholder meeting wrapped up, the team took a self-guided walking tour through downtown, took notes, and visited with business owners. In the afternoon, the team reconvened at Kyle City Hall to meet with stakeholders and share initial observations and recommendations.

## Initial Observations – Downtown Kyle

- No clear vision for downtown.
- Kyle has seen explosive growth over the last twenty years but downtown has not been a priority.
- The district's proximity to Interstate 35 is a curse and a blessing. The district is easy to access but is also a major thoroughfare for truck and pedestrian vehicle traffic.
- Similarly, the train crossing backs traffic up into downtown but this gives time for people to check out their surroundings and time to notice new businesses or events.
- There is only one light-protected crosswalk in the core of downtown. Would it be possible to add traffic calming measures or otherwise improve pedestrian safety?
- Since downtown has limited retail, the City will need to be creative in attracting locals and visitors.
- The Krug Activity Center/Old City Hall is primarily used for activities for local senior citizens.
- Wayfinding signage is needed so that people know where they are and how to navigate through the City. Current signage is limited and much of it directs drivers to various home builders and/or subdivisions.
- Lack of connected sidewalks around downtown has a negative impact on walkability.
- Time to go all in on Pie Capital of Texas brand.
- Focus on the core of downtown to maximize impact and leverage limited resources.
- While other downtowns in Texas are trying to attract residential development, Downtown Kyle is easily accessible to residents in adjacent neighborhoods.

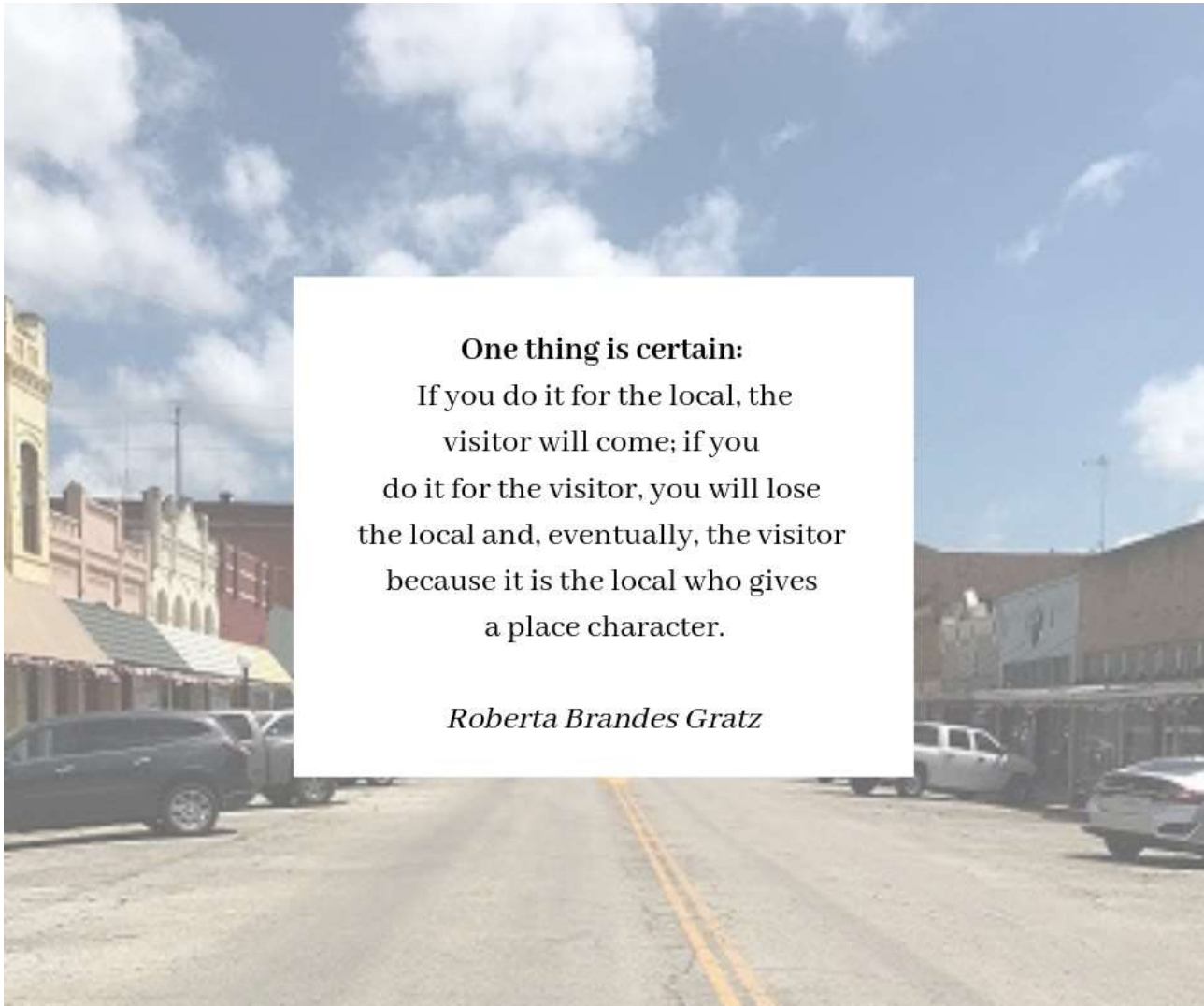


## Short Term Recommendations

### Downtown Vision

There doesn't seem to be a clear vision of what downtown is today, or what it should be in the future. We encourage the City to engage downtown business owners, property owners, and residents from adjacent neighborhoods in thoughtful discussion.

A clear vision for downtown would be helpful to current downtown property owners, potential investors, and help the City, downtown businesses, and community partners promote Downtown Kyle to a wider audience. First and foremost, however, downtown should be a place for locals.



**One thing is certain:**  
If you do it for the local, the  
visitor will come; if you  
do it for the visitor, you will lose  
the local and, eventually, the visitor  
because it is the local who gives  
a place character.

*Roberta Brandes Gratz*

Survey residents about what they want to see downtown with regard to businesses, art, and events. Start with residents in neighborhoods adjacent to downtown and expand to residents of newer subdivisions. Survey templates from Corsicana and Seguin are included as attachments to this report.

Survey businesses about their needs and preferred methods of communication. Offer both print and online versions and have staff walk the blocks to distribute to owners.

### **Downtown Overlay**

Currently there is not a defined downtown district in Kyle and no guidelines for design or development. It's imperative that the City have this in place to guide development and revitalization efforts.

Ideally, the overlay will help protect what historic fabric remains in downtown and encourage appropriate redevelopment.

Downtown zoning districts should also be reviewed and updated at this time. The two zoning designations for downtown are CBD-1 and CBD-2 with CBD-2 as the primary designation for the downtown core. City staff should review the list of permitted uses for both categories, but especially CBD-2, and make adjustments. Research what uses are permitted in successful downtowns and adopt into City code.

Promote the overlay and its benefits to the community as well as potential downtown stakeholders

### **Pedestrian Safety**

The main downtown thoroughfare is Center Street/State Highway 150 which has an annual average daily traffic (AADT) count of approximately 13,000, according to 2018 statistics from TXDOT. The volume of traffic can be discouraging to downtown pedestrians and visitors but traffic calming measures would help.

The City of Brenham recently installed the signs shown below in their downtown on US Highway 290-Business/S. Market Street with the approval of TXDOT. This highway has an AADT closer to 8,000 which is less than Kyle's but still significant.



*Photo credits: Seneca McAdams*

Work with TXDOT to develop solutions. A speed reader or sign notifying drivers that they're entering a pedestrian area could be helpful.

Finally, the City must prioritize sidewalk construction in the downtown core to encourage pedestrian activity. Incomplete sidewalks - or lack of sidewalks - altogether is challenging for pedestrians and forces them into oncoming traffic or ditches.

### **Downtown Staff**

The City should dedicate staff to downtown. As of right now there is no one person who can focus on small business recruitment and retention, partnership development, planning, events, and resource development. Instead these activities are divided up among Parks and Recreation and Economic Development.

### **Downtown Field Trips**

Downtown Kyle representatives should plan field trips to other downtowns. Schedule visits with city staff, elected officials, economic development staff, chamber of commerce representatives, and small business owners.

Field trips are an excellent way to learn from other communities and learn about successes and failures. There are a number of diverse downtowns in Central Texas which would not require significant travel or expenses. TDA is happy to provide contact information so these visits can be planned.

### **Downtown Businesses**

#### Downtown Organization

We strongly encourage downtown business owners and attractions to start a downtown organization. This type of organization would allow downtown stakeholders to come together under one umbrella and advocate for downtown, coordinate events, and cross promote. We're happy to share contact information with other downtown groups in other parts of Texas and sample bylaws.

The City can attract residents and visitors to downtown but they can't force anyone to be a customer. It is up to business owners to market themselves and to build their customer bases.

Start with a closed Facebook group that will allow downtown business stakeholders to learn about each other, share news and ideas, and provide support. Facebook groups like this have proven popular in other downtowns and helped to create a sense of community that didn't previously exist.

#### Downtown Business Marketing

We recommend two specific actions to improve online presence and make it easier for potential customers to find downtown businesses:

1. Each business should claim their listing on Google My Business. Complete the profile and be sure that name, address, phone number, and hours are correct. Indicate in the description that the location is Downtown Kyle. Post a few photos of the interior and exterior. Make sure to respond to

reviews – both good and bad – and always be gracious. Businesses can post news, updates, and info about sales on their profile.

2. Have an active presence on at least one social network. For most businesses that means having an active Facebook page. Post a mix of text updates, links, photos, and video, at a minimum of 3-5 times per week. Use posts to highlight and cross promote another downtown business attraction or upcoming downtown event. Businesses should promote social media channels on email marketing. Be prepared to maintain a small budget to fund ads on social media channels, which are very affordable and allow businesses to reach more potential customers.

### **City Branding and Marketing**



The City has declared itself The Pie Capital of Texas, and it's time to go all in on this brand. Decide on a hashtag, use it consistently, and encourage downtown businesses and attractions to use it as well. The CertiPIEd program has attracted some business partners, but at least one is no longer open and should be removed from the listing on the City's website.

Consider adding pie themed events throughout the year and locate them downtown. There are a number of national pie holidays (National Pie Day, January 23; National Pi Day, March 14, also multiple holidays for different flavored pies) that could be celebrated and of course, you can always make up your own.

An expanded marketing effort might help sway some of the naysayers who don't understand the City's decision to focus on this brand.

### **Events**

The City's Parks and Recreation department hosts a number of events on the Square including Second Saturday Market Days (April-September), Movie on the Square (May-August), Trick or Treat on Center Street, and Christmas activities.

Refreshing Market Days could increase attendance and attract new vendors. A number of communities in Central Texas host market days and farmer's markets on Saturday morning but this is when many families are committed to sports or other events.

Sulphur Springs was in a similar situation to Kyle and decided to make some changes. They maintained a small Saturday morning market featuring local produce only, and introduced a new Saturday evening event to attract residents and visitors from the Metroplex. City staff recruited farmers, cottage and prepared food vendors, local arts and crafts businesses, and added live music and activities for kids. Their attendance increased dramatically and they were able to attract vendors from Dallas and beyond.



*Photo credit: City of Sulphur Springs*

Curate vendors who will compliment downtown offerings and offer unique products and services. Most event attendees are not looking to discover mortgage providers, replacement window providers, or insurance agents. Visit events in other communities to connect with new vendors and share information about opportunities to participate in Kyle events.

Keep in mind that different types of events serve different purposes. While many communities host quality of life events such as fall festivals, Christmas parades, and fireworks on Independence Day, these are community spirit events and contribute to residents' quality of life. Events can be used to fundraise for downtown projects and programs, or to directly support small businesses by attracting foot traffic or exposing event goers to what downtown has to offer.

Hosting a variety of events will contribute greatly to downtown. One important reminder is that event production takes time and resources, and City staff can't be saddled with running endless events. If the goal is to increase number of downtown events, the City can invite other community partners to host their events on the square when appropriate, and downtown businesses may organize events and activities as well.

## **Engage Youth**

Kyle is home to a number of families with kids of all ages. Downtowns that include a variety of business types and events are more likely to attract families, many of whom would like to stay in Kyle rather than travel to other communities to shop and play.

### Brenham

The City of Brenham started hosting a Local History Day in 2013. The City partnered with local historic organizations to promote downtown and Brenham's rich history during National Preservation Month. School children attend the event with teachers and parents and visit with costumed actors who share stories of Brenham's past.



*Photo credits: City of Brenham*

### Waxahachie

One of the most popular events in Downtown Waxahachie is Farm to Table on the Square, which features a multi-course meal utilizing locally produced ingredients. The meals are prepared and served by Waxahachie High School Culinary Arts students with assistance from students in the Arts and Agriculture programs. All profits from the event are reinvested in the programs.

Other communities have similar events that use local restaurants and caterers to produce the meal. Mount Vernon's Harvest on Main raised over \$13,000 for downtown projects and programs in its second year, with the support of sponsors.



*Photo credit: City of Waxahachie*

Create an ad hoc committee of local high school students who can provide input and ideas for downtown. Partner with Hays CISD to identify potential volunteers and have the group meet monthly over three to six months to discuss ideas from other communities and get feedback. Talk to district leaders about hosting a pep rally for the local high school teams or for school performances at any grade level in downtown. If the City can get the kids downtown, then parents and family members are sure to follow.

### **Arts and Culture**

The arts contribute billions to the national economy on an annual basis. Downtown Kyle needs public art not only to add color to the district, but also to attract visitors, many of whom are looking for the perfect place for a selfie or group photo.

### **Paris**

The City of Paris has a selfie spot in a vacant lot that's used for their annual pumpkin patch each fall, which attracts thousands to downtown. The letters were made by the City's Public Works department and allow visitors to become part of the art. They had been installed in another vacant lot a few years ago, and when the property was redeveloped it was easy to reinstall the letters in a new location.



*Photo credit: Texas Downtown Association*

### Garland

Organize community art projects so everyone can get involved. Downtown Garland hosted two events this year designed to engage residents of all ages – a paint by number mural and a community sculpture project that repurposed plastic water bottles. Both of these projects attracted and engaged people of all ages - many of whom were not regular visitors to the district.



*Photo credits: Robert A. Smith, Downtown Garland*

### **Shop Local**

There is not currently an active shop local program in place in Kyle. While there are a lot of retail choices in Kyle, including many big box stores and national chains, less than 14 percent of each purchase at these businesses is recirculated locally. Comparatively, 48 percent of each purchase at an independent small business is recirculated through the community.

(<https://www.amiba.net/resources/multiplier-effect/>).



Start by actively participating in Shop Small Saturday scheduled annually for the Saturday after Thanksgiving even though Chamber and City representatives mentioned that businesses didn't participate in previous years. Sign up as a Neighborhood Champion and once the swag arrives deliver it to local businesses.

The 3/50 Project is another resource worth exploring. The Project was the precursor to Shop Small Saturday and encourages people to choose three local businesses to support and commit to spending \$50.00 monthly with them.

### **Downtown Funding & Incentives**

#### Funding for Downtown Development & Revitalization

Currently there is not dedicated funding for downtown. The City collects approximately \$250,000 in Hotel Occupancy Taxes (HOT) annually but it is committed to events outside of downtown and could be used in the future for development of the Uptown district.

HOT funds could be used to fund staff, public art, and preservation projects. A Tax Increment Reinvestment Zone (TIRZ) dedicated to downtown could also help fund downtown projects.

A number of TDA members including Denton, Georgetown, McKinney, and Sulphur Springs have developed TIRZ to support downtown revitalization and have had positive results. We're happy to provide contact information for those communities and others who can provide firsthand experience.

#### Incentives

Research downtown and small business incentives offered by Central Texas communities as well as similarly sized communities in other parts of the state.

The Buda EDC offers a small business permitting incentive to assist small businesses that aren't eligible for larger incentives or grants. The City of Taylor sponsors a rental reimbursement program for specific business types that locate downtown. Link to these programs are included in the Resources section.

Façade and signage grants have been successful in other communities. Kyle representatives mentioned that no one had taken advantage of similar programs in the past but they may be worth exploring once again.

Even a small paint grant program could go a long way to improving downtown's appearance.

## Mid-Range Recommendations

### Entrepreneurship

Attracting entrepreneurs was mentioned often during the assessment visit but there aren't any resources for local entrepreneurs in Kyle at this time.

### Denton

Coworking spaces are an excellent way to provide places for entrepreneurs to get their businesses off the ground and network with like-minded people. Downtown Denton's Stoke Coworking was started with support from the City and offers memberships at a variety of levels.

### Mesquite

Mesquite recently kicked off a series of workshops – "Entrepreneurship to the Fourth Power" – to assist budding entrepreneurs. The series began in June with a session on business planning and also offered sessions on funding, marketing, and budgeting and financials. The workshops are offered by the Mesquite Business Retention and Expansion partnership (BRE) in conjunction with the Small Business Administration (SBA) and the Dallas Metropolitan Small Business Development Center (SBDC).



### Tyler

Downtown Tyler is home to Innovation Pipeline, which serves multiple purposes including makerspace (with 3D printer and other equipment), business development workshops, recording studio, and sound lab. The project has its roots in the City of Tyler Master Plan adopted back in 2007, which called for investment in downtown arts and innovation. The IP is located in a city-owned building that had been vacant for years.



*Photo credits: City of Tyler*

### **Retail Recruitment and Retention**

Kyle Economic Development staff mentioned that a new position could be created for retail recruitment and retention. This staff person will be a huge asset to the community and to economic development efforts.

The City's 2017 retail gap analysis report shows a number of opportunities for small business development and these uses are perfect for downtown. The City should use the report in recruitment efforts so potential business owners are aware of the market.

Make it easy for potential business owners to access information about permitting, business resources, and incentives. The City of Sulphur Springs website offers detailed information and links that are easy to find. See the link in the Resources section.

### **Partnerships**

Strong partnerships are vital for strong downtowns. Developing meaningful relationships with community organizations will help expand volunteer capacity, develop downtown ambassadors, and potentially expand opportunities.

Dispatch downtown leaders to share information about downtown plans and efforts with potential partners and present updates at their gatherings/meetings/services.

Partners to cultivate: Hays CISD; downtown churches; community service organizations.

## Signage

Currently there is no wayfinding signage in place that directs people downtown or to attractions. The only signage in place directs people to homebuilders or subdivisions.

The City charges \$100.00 for sandwich board signs on Center Street. We encourage the City to abandon the fee and move to a registration system instead. Another option would be for City owned signage installed at intersections directing downtown visitors to businesses located off Center Street. Similar signage has been installed in both Georgetown and McKinney which is updated regularly as businesses open and close.



*Photo credit: City of McKinney*

## Art

Incorporating art into downtown will take time, and different projects will emerge as downtown development and revitalization efforts mature.

## Amarillo

Center City of Amarillo recently hosted the Hoodoo Mural Festival which features large scale murals installed on downtown buildings that had previously been painted.



*Photo credits: Center City of Amarillo*

### Mansfield

Downtown Mansfield has emerged as an arts destination, thanks in part to local artists and the Mansfield Commission on the Arts. There are murals of all sizes in every corner of downtown. The City purchased the historic theater and has ongoing programming that attracts visitors from near and far. A vacant lot was purchased by a nonprofit group and converted into a family friendly live music and performance venue. These investments in downtown have helped recruit new businesses and development of hike and bike trails that connect downtown with surrounding neighborhoods.

### **Events**

Pop up events would be a great way to try new business concepts and uses downtown. The City of Corsicana hosted a pop up weekend a few years ago that featured not only pop up businesses but also a pop up dog park, a pop up beer garden, a pop up nursery run by local high schoolers, and more. By the time the event was over 11 leases had been signed by new businesses.



*Photo credits: City of Corsicana*

A similar event in Kyle would allow potential downtown business owners to test the market and get feedback from customers.

### **Shop Local**

Shop Local programming should continue to expand as downtown efforts move forward.



Winnsboro Main Street Program launched their Shop Our Town First campaign six years ago to encourage residents to shop local year round. The campaign kicked off with a town hall meeting and featured city representatives and local business owners who shared why shopping local matters. Coupon books, branding, and advertising were all used to build support. Window clings were distributed to all local businesses – not just those downtown - with the program logo, so residents had constant visual reminders.

In one year businesses throughout the City reported higher sales and sales tax collections, allowing the EDC to expand their programs.

### **Funding Sources**

Research potential funding sources to consider for the future.

#### Community Foundations

Community foundations can be a tool to raise funding for downtown projects. Brady created the Heart of Texas Community Foundation (HTCF) a 501 (c)(3) nonprofit to benefit downtown. Their inaugural Farm to Table Dinner held earlier this year was designed to raise funds for HTCF to support future downtown improvements. Eventually the foundation will contribute to community wide projects. Requirements for funding are not as stringent as grants or loans for public funds such as EDC.

Similarly, San Saba's Community Foundation supports their downtown initiative and the annual Catkins Ball is a successful event that consistently raises funds for downtown projects.

### Public Benefit Corporation

Research Public Benefit Corporations (PBCs) as a potential funding source for future projects. PBCs are relatively new to Texas, having been adopted by the Legislature in 2017. A public benefit corporation is a domestic for-profit corporation that is intended to produce a public benefit and to operate in a responsible and sustainable manner. The owners of the Crazy Water Hotel in Mineral Wells recently founded a PBC in order to fund the renovation of the hotel and allow for multiple (local) investors to contribute.

This tool could be used for projects in Downtown Kyle and would allow for local residents and investors to contribute to downtown development and revitalization. Look for additional information in the Resources section of this report.



*Photo credit: Crazy Water Hotel, Texas Historical Commission*

### **Hays County Emergency Services District**

The District owns two key buildings in Downtown Kyle – 108 S. Burleson and 201 S. Burleson. What are the long term plans for these buildings? Both properties are in poor shape and underutilized considering their key location in downtown.

When an assessment team member revisited Downtown Kyle during the most recent Market Days (October 12) there were trailers and cars parked in the front yard of 201 S. Burleson despite plentiful on-street parking. Government entities set the standard for other property owners, and this sends the wrong message.

## **Long Term Recommendations**

### **Downtown Bypass**

Once the Downtown Bypass is constructed, traffic through downtown will decrease which will improve walkability. Ongoing marketing and promotions for downtown will be necessary to attract visitors – both local and out of towners – to the district.

### **Krug Activity Center**

The city's commitment to providing space for activities for senior citizen is commendable, but the Activity Center City Hall is the wrong location. It's our understanding that fundraising is underway to build a new senior center in another part of town and we encourage the City's support for this effort.

The Activity Center is the heart of downtown and should be available and utilized for all members of the community. This would be an ideal location for downtown staff, small events, art shows, and more.

### **Connectivity**

The 2016 Kyle Parks and Recreation Master Plan suggested developing a trail system adjacent to the BNSF line that would connect the downtown area with the Blanco River and Five Mile Dam Park. This would be an excellent step to connect downtown with other neighborhoods and encourage alternative transportation.

### **Infrastructure**

Like the rest of the United States, Kyle will need to plan for future infrastructure improvements and maintenance, especially in downtown. The good news is that this infrastructure is already in place.

Construction projects can be expensive and chaotic so it will be necessary to plan ahead to avoid negative impacts. Temporary signage rules, marketing support, and targeted promotions will help. Our favorite example is from Round Rock. During downtown street construction, City of Round Rock staff members were dispatched to the streets to share doughnuts from a well-known local business with drivers stuck in the traffic.

Similarly, changes in technology will also require updates at multiple levels. High speed internet is a must for communities that want to attract tech related businesses and even small businesses that need internet to transact business on a daily basis.

### **Downtown Trends**

Continue to monitor downtown trends. New ideas, concepts, and business ideas emerge every day in downtowns across the country and Kyle shouldn't be left behind.

### **Attracting Visitors**

Today there are limited downtown attractions that entice visitors, but in the future there could be more that will draw visitors from other parts of the state. Kyle will need to commit resources to connecting with those visitors and providing services to them.



## Conclusions

Downtown revitalization and development does not happen overnight. It takes time to build partnerships, develop effective programming, and attract small businesses. Financially, investing in downtown development makes sense. Downtown Kyle is already tied into existing infrastructure and is the historic heart of the community. Investing in downtown can also lead to other economic development opportunities.

Currently the City is focused on development of the Uptown District, which will require the development of infrastructure, recruitment of businesses, and significant resource allocation. We encourage City leaders to commit to Downtown Kyle to prevent the loss and further deterioration of this important area of the community.

Strong partnerships between primary entities must be built and maintained. To keep these connections alive the City should host monthly or quarterly meetings of key partners to share news and updates, trade upcoming event information, and work on collaborative efforts.

TDA is committed to supporting Kyle as the community moves forward with downtown development and revitalization. Please reach out to our organization and members when assistance and advice is needed.

## Resources

### *Anice Read Fund*

TDA's Anice Read Fund was designed to provide gap funding for downtown projects and programs.

<https://www.texasdowntown.org/anice-read-grants.html>

### *3/50 Project*

<http://www.the350project.net/home.html>

### *Buda EDC*

Small business permitting incentive

<https://budaedc.com/incentives>

### *City of Mesquite/Mesquite EDC*

Entrepreneur workshop series

<https://www.cityofmesquite.com/CivicAlerts.aspx?AID=1016>

### *City of Sulphur Springs*

Business information

<http://www.sulphurspringstx.org/employment/permitting.php>

### *City of Taylor*

Rental Assistance Program

<http://www.taylortx.gov/DocumentCenter/View/10145/Main-Street---Rental-Assistance-Program-Guidelines-2019>

### *Innovation Pipeline - Tyler*

<https://www.tylerinnovators.com/>

### *National Day Calendar*

Over 1,500 national days, weeks, and months listed here. Search by date or topic. There's a pie holiday almost every month!

<https://nationaldaycalendar.com/>

### *National Holidays List*

Great for marketing and promotions for businesses.

<https://smallbiztrends.com/2017/09/list-of-national-holidays-marketing.html>

### *Public Benefit Corporations*

The Texas Secretary of State website has a FAQ about Public Benefit Corporations that is worth exploring.

<https://www.sos.state.tx.us/corp/formationfaqs.shtml>

### *Shop Small Saturday*

<https://www.americanexpress.com/us/small-business/shop-small/howtoparticipate>

SIC Code	SIC Type	SIC Code Description	Primary Zoning	Secondary Zoning	Third Zoning	Fourth Zoning
<b><u>Commercial Zoning Districts</u></b>						
<b>B, Billboards</b>						
5418 5000	A	Billboards	B			
<b>CBD-1, Central business district 1</b>						
4533 1000	Retail	Antique dealer	CBD-1	CBD-2	RS	CM/W/E
4536 2000	Retail	Art gallery	CBD-1	CBD-2	RS	CM/W/E
3118 1100	Retail	Bakeries baking and selling	CBD-1	CBD-2	RS	CM/W/E
4452 9100	Retail	Bakeries, selling only	CBD-1	CBD-2	RS	CM/W/E
4461 2000	Retail	Barber and beauty supplies	CBD-1	CBD-2	RS	CM/W/E
4461 2000	Retail	Beauty and barber supplies	CBD-1	CBD-2	RS	CM/W/E
4511 1007	Retail	Bicycle sales and service	CBD-1	CBD-2	RS	CM/W/E
4452 9200	Retail	Candy and nut and confectionery store	CBD-1	CBD-2	RS	CM/W/E
4481 9001	Retail	Clothing bridal shop	CBD-1	CBD-2	RS	CM/W/E
4481 9002	Retail	Clothing, formal wear (sale and rent)	CBD-1	CBD-2	RS	CM/W/E
4481 4001	Retail	Clothing resale (used)	CBD-1	CBD-2	RS	CM/W/E
4481 9002	Retail	Clothing, used (resale)	CBD-1	CBD-2	RS	CM/W/E
4452 9901	Retail	Coffee and tea retailer	CBD-1	CBD-2	RS	CM/W/E
4452 9901	Retail	Coffeehouse	CBD-1	CBD-2	RS	CM/W/E
4532 9002	Retail	Collectibles (not antiques)	CBD-1	CBD-2	RS	CM/W/E
4457 9200	Retail	Confectionery store	CBD-1	CBD-2	RS	CM/W/E
4539 9800	Retail	Engravers and trophy shops	CBD-1	CBD-2	RS	CM/W/E
7221 1004	Retail	Fast food donut	CBD-1	CBD-2	RS	CM/W/E
7221 1014	Retail	Fast food, sandwich	CBD-1	CBD-2	RS	CM/W/E
4531 1000	Retail	Florists	CBD-1	CBD-2	RS	CM/W/E
4532 2000	Retail	Gift shop and greeting cards	CBD-1	CBD-2	RS	CM/W/E
4532 2000	Retail	Greeting cards and gift shop	CBD-1	CBD-2	RS	CM/W/E
4483 1000	Retail	Jewelry store	CBD-1	CBD-2	RS	CM/W/E
4451 5001	Retail	Jewelry store, costume	CBD-1	CBD-2	RS	CM/W/E
4461 2001	Retail	Kiosk, beauty products	CBD-1	CBD-2	RS	CM/W/E
4483 1001	Retail	Kiosk, jewelry	CBD-1	CBD-2	RS	CM/W/E
4532 2001	Retail	Novelty and party and souvenir shop	CBD-1	CBD-2	RS	CM/W/E
4452 8200	Retail	Nut and candy and confectionery store	CBD-1	CBD-2	RS	CM/W/E
7221 1002	Retail	Restaurant, without bar	CBD-1	CBD-2	RS	CM/W/E
7222 1301	Retail	Snack bars	CBD-1	CBD-2	RS	CM/W/E
4532 2001	Retail	Souvenir and novelty and party shop	CBD-1	CBD-2	RS	CM/W/E
4539 9809	Retail	Specialty products, NEC	CBD-1	CBD-2	RS	CM/W/E
4452 9901	Retail	Tea and coffee retailer	CBD-1	CBD-2	RS	CM/W/E
4539 9808	Retail	Trophy shops and engravers	CBD-1	CBD-2	RS	CM/W/E
5412 1100	Services	Accounting and bookkeeping	CBD-1	CBD-2	RS	CM/W/E

6211 1101	Services	Acupuncturist	CBD-1	CBD-2	RS	CM/W/E
5742 9100	Services	Adjustment services	CBD-1	CBD-2	RS	CM/W/E
5415 1000	Services	Advertising agencies	CBD-1	CBD-2	RS	CM/W/E
5313 2000	Services	Appraisers	CBD-1	CBD-2	RS	CM/W/E
5413 1000	Services	Appraisers	CBD-1	CBD-2	RS	CM/W/E
5414 3002	Services	Artist, commercial artist	CBD-1	CBD-2	RS	CM/W/E
7116 1000	Services	Artist fine arts	CBD-1	CBD-2	RS	CM/W/E
5411 1000	Services	Attorneys	CBD-1	CBD-2	RS	CM/W/E
8121 1100	Services	Barbershop	CBD-1	CBD-2	RS	CM/W/E
8121 1201	Services	Beauty shop and barbershop combo	CBD-1	CBD-2	RS	CM/W/E
8121 1200	Services	Beauty shop	CBD-1	CBD-2	RS	CM/W/E
8412 1100	Services	Bookkeeping and accounting	CBD-1	CBD-2	RS	CM/W/E
5239 3001	Services	Business and financial consulting, NEC	CBD-1	CBD-2	RS	CM/W/E
5239 1000	Services	Business credit offices	CBD-1	CBD-2	RS	CM/W/E
5313 9000	Services	Business office NEC	CBD-1	CBD-2	RS	CM/W/E
0241 1000	Services	Child day care services	CBD-1	CBD-2	RS	CM/W/E
6213 1000	Services	Chiropractors	CBD-1	CBD-2	RS	CM/W/E
8131 1000	Services	Churches, not exempted	CBD-1	CBD-2	RS	CM/W/E
5614 4000	Services	Collection services	CBD-1	CBD-2	RS	CM/W/E
5415 1200	Services	Computer consultant	CBD-1	CBD-2	RS	CM/W/E
5415 1100	Services	Computer programming service	CBD-1	CBD-2	RS	CM/W/E
5415 1900	Services	Computer services, NEC	CBD-1	CBD-2	RS	CM/W/E
5415 1101	Services	Computer software development	CBD-1	CBD-2	RS	CM/W/E
5239 9900	Services	Consultants, NEC	CBD-1	CBD-2	RS	CM/W/E
6241 9000	Services	Counseling, social services	CBD-1	CBD-2	RS	CM/W/E
5614 9200	Services	Court reporting services	CBD-1	CBD-2	RS	CM/W/E
6212 1000	Services	Dentist	CBD-1	CBD-2	RS	CM/W/E
5414 2000	Services	Designer, building/industrial	CBD-1	CBD-2	RS	CM/W/E
5418 6000	Services	Direct mail ad service	CBD-1	CBD-2	RS	CM/W/E
5413 4000	Services	Drafting services	CBD-1	CBD-2	RS	CM/W/E
8121 9902	Services	Electrolysis clinic	CBD-1	CBD-2	RS	CM/W/E
5413 3000	Services	Engineers	CBD-1	CBD-2	RS	CM/W/E
5413 8001	Services	Environmental services	CBD-1	CBD-2	RS	CM/W/E
8129 9001	Services	Event planning services	CBD-1	CBD-2	RS	CM/W/E
8121 1202	Services	Facial salon, skin care	CBD-1	CBD-2	RS	CM/W/E
5239 3001	Services	Financial consulting, NEC	CBD-1	CBD-2	RS	CM/W/E
5239 9901	Services	Financial services, NEC	CBD-1	CBD-2	RS	CM/W/E
8121 1300	Services	Fingernail salon	CBD-1	CBD-2	RS	CM/W/E
5413 3001	Services	Geologist	CBD-1	CBD-2	RS	CM/W/E
5414 3001	Services	Graphic designer	CBD-1	CBD-2	RS	CM/W/E
5617 2001	Services	House cleaning and maid service	CBD-1	CBD-2	RS	CM/W/E
5242 1000	Services	Insurance agents and brokers	CBD-1	CBD-2	RS	CM/W/E

5414 1000	Services	Interior designers	CBD-1	CBD-2	RS	CM/W/E
5141 9400	Services	Internet, marketing, com	CBD-1	CBD-2	RS	CM/W/E
5141 9300	Services	Internet, website designer	CBD-1	CBD-2	RS	CM/W/E
5239 3000	Services	Investment advice and management	CBD-1	CBD-2	RS	CM/W/E
5411 1001	Services	Legal services	CBD-1	CBD-2	RS	CM/W/E
5222 9100	Services	Loan office, personal	CBD-1	CBD-2	RS	CM/W/E
5617 2001	Services	Maid services and housecleaning	CBD-1	CBD-2	RS	CM/W/E
5416 1300	Services	Marketing services	CBD-1	CBD-2	RS	CM/W/E
6213 9901	Services	Massage therapeutic	CBD-1	CBD-2	RS	CM/W/E
6211 1101	Services	Medical, acupuncturist	CBD-1	CBD-2	RS	CM/W/E
6213 1000	Services	Medical, chiropractors	CBD-1	CBD-2	RS	CM/W/E
6212 1000	Services	Medical, dentist	CBD-1	CBD-2	RS	CM/W/E
6213 9901	Services	Medical, massage therapeutic	CBD-1	CBD-2	RS	CM/W/E
6213 2000	Services	Medical, optometrist	CBD-1	CBD-2	RS	CM/W/E
6213 4001	Services	Medical, physical therapist	CBD-1	CBD-2	RS	CM/W/E
6213 9100	Services	Medical, podiatrist	CBD-1	CBD-2	RS	CM/W/E
6213 9900	Services	Medical, practitioners NEC	CBD-1	CBD-2	RS	CM/W/E
6211 1200	Services	Medical, psychiatrist	CBD-1	CBD-2	RS	CM/W/E
6213 3000	Services	Medical, psychologist	CBD-1	CBD-2	RS	CM/W/E
6211 1201	Services	Medical, psychotherapist	CBD-1	CBD-2	RS	CM/W/E
6213 4000	Services	Medical, speech pathology	CBD-1	CBD-2	RS	CM/W/E
3152 1101	Services	Monogram shop	CBD-1	CBD-2	RS	CM/W/E
6213 2000	Services	Optometrist	CBD-1	CBD-2	RS	CM/W/E
5222 9100	Services	Personal loans office	CBD-1	CBD-2	RS	CM/W/E
5419 2200	Services	Photographer, commercial	CBD-1	CBD-2	RS	CM/W/E
5419 2100	Services	Photographer, portrait	CBD-1	CBD-2	RS	CM/W/E
6213 4001	Services	Physical therapist	CBD-1	CBD-2	RS	CM/W/E
4422 9901	Services	Picture framing store	CBD-1	CBD-2	RS	CM/W/E
6213 9100	Services	Podiatrist	CBD-1	CBD-2	RS	CM/W/E
5616 1101	Services	Polygraph examiners	CBD-1	CBD-2	RS	CM/W/E
5418 6000	Services	Print, direct mail and ad service	CBD-1	CBD-2	RS	CM/W/E
5111 9901	Services	Print, publisher (no printing)	CBD-1	CBD-2	RS	CM/W/E
5616 1200	Services	Private investigator	CBD-1	CBD-2	RS	CM/W/E
6211 1200	Services	Psychiatrist	CBD-1	CBD-2	RS	CM/W/E
6213 3000	Services	Psychologist	CBD-1	CBD-2	RS	CM/W/E
6211 1201	Services	Psychotherapist	CBD-1	CBD-2	RS	CM/W/E
5418 2000	Services	Public relation firms	CBD-1	CBD-2	RS	CM/W/E
5111 9901	Services	Publisher (no printing)	CBD-1	CBD-2	RS	CM/W/E
5312 1000	Services	Real estate agent, broker and management	CBD-1	CBD-2	RS	CM/W/E
5259 9000	Services	Real estate developer and investor	CBD-1	CBD-2	RS	CM/W/E
5413 8000	Services	Research services	CBD-1	CBD-2	RS	CM/W/E
3152 1201	Services	Seamstress	CBD-1	CBD-2	RS	CM/W/E

5614 1000	Services	Secretarial services	CBD-1	CBD-2	RS	CM/W/E
7139 4000	Services	Spas, day health spas	CBD-1	CBD-2	RS	CM/W/E
6213 4000	Services	Speech pathology	CBD-1	CBD-2	RS	CM/W/E
5231 2000	Services	Stock brokers	CBD-1	CBD-2	RS	CM/W/E
3152 1200	Services	Tailor	CBD-1	CBD-2	RS	CM/W/E
7114 1000	Services	Talent agents	CBD-1	CBD-2	RS	CM/W/E
5412 1300	Services	Tax return preparation	CBD-1	CBD-2	RS	CM/W/E
5614 2100	Services	Telephone answering service	CBD-1	CBD-2	RS	CM/W/E
5411 9100	Services	Title abstract companies	CBD-1	CBD-2	RS	CM/W/E
5615 1000	Services	Travel agencies	CBD-1	CBD-2	RS	CM/W/E
8129 9002	Services	Wedding chapel	CBD-1	CBD-2	RS	CM/W/E
8129 9001	Services	Wedding planning and coordinating	CBD-1	CBD-2	RS	CM/W/E

**CBD-2, Central business district-2**

4431 1100	Retail	Appliance store	CBD-2	RS	W	CM/E
4431 1103	Retail	Appliance store, used only	CBD-2	RS	W	CM/E
4511 2001	Retail	Arts and crafts store	CBD-2	RS	W	CM/E
4413 1002	Retail	Auto radio and sound systems, sales and service	CBD-2	RS	W	CM/E
4413 1002	Retail	Auto sound systems and radio, sales and service	CBD-2	RS	W	CM/E
4421 1002	Retail	Bed and mattress sales	CBD-2	RS	W	CM/E
4422 9100	Retail	Blinds and drapery stores	CBD-2	RS	W	CM/E
4512 1100	Retail	Bookstore, new	CBD-2	RS	W	CM/E
4512 1102	Retail	Bookstore, used	CBD-2	RS	W	CM/E
4431 3000	Retail	Cameras and photo supplies	CBD-2	RS	W	CM/E
4422 1000	Retail	Carpet and floor coverings	CBD-2	RS	W	CM/E
4541 1000	Retail	Catalog showrooms	CBD-2	RS	W	CM/E
7223 2000	Retail	Catering service	CBD-2	RS	W	CM/E
4511 2004	Retail	Ceramic products supplies	CBD-2	RS	W	CM/E
4481 3000	Retail	Clothing, children and infant	CBD-2	RS	W	CM/E
4481 5000	Retail	Clothing, costume and dance (sale and rent)	CBD-2	RS	W	CM/E
4481 5000	Retail	Clothing, dance and costume (sale and rent)	CBD-2	RS	W	CM/E
4481 4000	Retail	Clothing, family	CBD-2	RS	W	CM/E
4481 9008	Retail	Clothing, furrier	CBD-2	RS	W	CM/E
4481 3000	Retail	Clothing, infant and children	CBD-2	RS	W	CM/E
4481 2001	Retail	Clothing, maternity	CBD-2	RS	W	CM/E
4481 1000	Retail	Clothing, men and boys	CBD-2	RS	W	CM/E
4481 1001	Retail	Clothing, men's accessory	CBD-2	RS	W	CM/E
4481 9006	Retail	Clothing, NEC	CBD-2	RS	W	CM/E
4481 9005	Retail	Clothing, T-shirts	CBD-2	RS	W	CM/E
4481 9004	Retail	Clothing, western wear	CBD-2	RS	W	CM/E
4481 2002	Retail	Clothing, women's accessory	CBD-2	RS	W	CM/E
4481 9000	Retail	Clothing, women's lingerie	CBD-2	RS	W	CM/E
4481 2000	Retail	Clothing, women's ready wear	CBD-2	RS	W	CM/E

4539 9805	Retail	Coin and gold dealer	CBD-2	RS	W	CM/E
4539 9806	Retail	Comic book store	CBD-2	RS	W	CM/E
4431 2001	Retail	Computer, software sales	CBD-2	RS	W	CM/E
4431 2000	Retail	Computers and electronics sales	CBD-2	RS	W	CM/E
7223 1000	Retail	Concession operators	CBD-2	RS	W	CM/E
4471 1000	Retail	Convenience store, no gas	CBD-2	RS	W	CM/E
4461 2002	Retail	Cosmetics and perfume retailer	CBD-2	RS	W	CM/E
4511 2005	Retail	Crafts mall booth	CBD-2	RS	W	CM/E
4511 2001	Retail	Crafts store	CBD-2	RS	W	CM/E
4532 2003	Retail	Curio shop, imported goods	CBD-2	RS	W	CM/E
722410 (NAICS)	Retail	Dance Hall	CBD-2	RS	W	CM/E
4521 1000	Retail	Department stores	CBD-2	RS	W	CM/E
4529 1000	Retail	Department stores, discount	CBD-2	RS	W	CM/E
4422 9100	Retail	Drapery and blind stores	CBD-2	RS	W	CM/E
4461 1000	Retail	Drug stores	CBD-2	RS	W	CM/E
4441 3001	Retail	Electric and hand tool store	CBD-2	RS	W	CM/E
4431 2000	Retail	Electronics and computers sales	CBD-2	RS	W	CM/E
4431 1200	Retail	Electronics and TV and stereo	CBD-2	RS	W	CM/E
4511 1002	Retail	Exercise equipment sales	CBD-2	RS	W	CM/E
4511 3001	Retail	Fabric shop	CBD-2	RS	W	CM/E
7221 1006	Retail	Fast food, BBQ	CBD-2	RS	W	CM/E
7221 1007	Retail	Fast food, chicken	CBD-2	RS	W	CM/E
7221 1009	Retail	Fast food, fish	CBD-2	RS	W	CM/E
7221 1010	Retail	Fast food, hamburger	CBD-2	RS	W	CM/E
7221 1011	Retail	Fast food, ice cream	CBD-2	RS	W	CM/E
7221 1012	Retail	Fast food, Mexican	CBD-2	RS	W	CM/E
7221 1016	Retail	Fast food, NEC	CBD-2	RS	W	CM/E
7221 1013	Retail	Fast food, pizza	CBD-2	RS	W	CM/E
7221 1015	Retail	Fast food, steak	CBD-2	RS	W	CM/E
7221 1017	Retail	Fast food, taco stand	CBD-2	RS	W	CM/E
4442 2002	Retail	Feed store	CBD-2	RS	W	CM/E
4452 1000	Retail	Fish and meat markets	CBD-2	RS	W	CM/E
4511 1003	Retail	Fishing tackle shop	CBD-2	RS	W	CM/E
4422 1000	Retail	Floor covering and carpet	CBD-2	RS	W	CM/E
7223 3000	Retail	Food preparation commissary	CBD-2	RS	W	CM/E
4421 1000	Retail	Furniture store, new	CBD-2	RS	W	CM/E
4421 1003	Retail	Furniture store, used	CBD-2	RS	W	CM/E
4421 1001	Retail	Furniture stores, office	CBD-2	RS	W	CM/E
4451 1001	Retail	General stores, rural	CBD-2	RS	W	CM/E
4539 9805	Retail	Gold and coin dealer	CBD-2	RS	W	CM/E
4471 1000	Retail	Grocery, convenience store, no gas	CBD-2	RS	W	CM/E
4452 9900	Retail	Grocery, food store, NEC	CBD-2	RS	W	CM/E

4452 1000	Retail	Grocery, meat and fish markets	CBD-2	RS	W	CM/E
4452 3000	Retail	Grocery, produce market	CBD-2	RS	W	CM/E
4451 1001	Retail	Grocery, rural (general store)	CBD-2	RS	W	CM/E
4451 1000	Retail	Grocery, supermarket	CBD-2	RS	W	CM/E
4213 3001	Retail	Gutter sales and installers	CBD-2	RS	W	CM/E
4441 3001	Retail	Hand and electric tool store	CBD-2	RS	W	CM/E
4441 3000	Retail	Hardware stores	CBD-2	RS	W	CM/E
4461 9100	Retail	Health food and vitamin store	CBD-2	RS	W	CM/E
4461 9900	Retail	Hearing aids sales	CBD-2	RS	W	CM/E
4431 1203	Retail	Hi-fi stereo equipment sales	CBD-2	RS	W	CM/E
4511 2003	Retail	Hobby and games shop	CBD-2	RS	W	CM/E
4422 9900	Retail	Home furnishings, NEC	CBD-2	RS	W	CM/E
4511 2002	Retail	Kiosk, arts and crafts	CBD-2	RS	W	CM/E
4512 1101	Retail	Kiosk, books	CBD-2	RS	W	CM/E
4481 9009	Retail	Kiosk, clothing	CBD-2	RS	W	CM/E
4511 2002	Retail	Kiosk, crafts	CBD-2	RS	W	CM/E
7222 1302	Retail	Kiosk, food	CBD-2	RS	W	CM/E
4481 9011	Retail	Kiosk, NEC	CBD-2	RS	W	CM/E
4481 9010	Retail	Kiosk, T-shirts	CBD-2	RS	W	CM/E
4483 2000	Retail	Leather goods and luggage sales	CBD-2	RS	W	CM/E
4216 1001	Retail	Lighting fixtures, retail	CBD-2	RS	W	CM/E
4483 2000	Retail	Luggage and leather goods sales	CBD-2	RS	W	CM/E
4512 1200	Retail	Magazine and news stands	CBD-2	RS	W	CM/E
4541 1001	Retail	Mail order sales	CBD-2	RS	W	CM/E
4421 1002	Retail	Mattress and bed sales	CBD-2	RS	W	CM/E
4452 1000	Retail	Meat and fish markets	CBD-2	RS	W	CM/E
4211 2001	Retail	Mobile tool distributor	CBD-2	RS	W	CM/E
4539 9807	Retail	Monuments and tombstones	CBD-2	RS	W	CM/E
4512 2000	Retail	Music, records and CD's and tapes	CBD-2	RS	W	CM/E
4511 4000	Retail	Musical instruments	CBD-2	RS	W	CM/E
4511 3000	Retail	Needlework and sewing supplies	CBD-2	RS	W	CM/E
4512 1200	Retail	News and magazine stands	CBD-2	RS	W	CM/E
4421 1001	Retail	Office furniture store	CBD-2	RS	W	CM/E
4532 1000	Retail	Office supply	CBD-2	RS	W	CM/E
4461 3000	Retail	Optical goods store	CBD-2	RS	W	CM/E
4214 5001	Retail	Orthopedic appliances	CBD-2	RS	W	CM/E
4539 9804	Retail	Paging equipment and supplies	CBD-2	RS	W	CM/E
4441 2000	Retail	Paint and wallpaper stores	CBD-2	RS	W	CM/E
5222 9800	Retail	Pawn shops	CBD-2	RS	W	CM/E
4461 2002	Retail	Perfume and cosmetics retailer	CBD-2	RS	W	CM/E
4539 1000	Retail	Pet shop and supplies	CBD-2	RS	W	CM/E
4461 1001	Retail	Pharmacy	CBD-2	RS	W	CM/E



4431 3000	Retail	Photo supplies and cameras	CBD-2	RS	W	CM/E
4512 2000	Retail	Records and cd's and tapes	CBD-2	RS	W	CM/E
7221 1005	Retail	Restaurant - cafes and diners	CBD-2	RS	W	CM/E
7222 1200	Retail	Restaurant, cafeteria	CBD-2	RS	W	CM/E
7221 1001	Retail	Restaurant, with bar	CBD-2	RS	W	CM/E
7221 1002	Retail	Restaurant, without bar	CBD-2	RS	W	CM/E
7221 1003	Retail	Restaurant with bar, multi-location	CBD-2	RS	W	CM/E
7221 1004	Retail	Restaurant w/o bar, multi-location	CBD-2	RS	W	CM/E
4539 9800	Retail	Retail stores, NEC	CBD-2	RS	W	CM/E
4511 1008	Retail	Saddle shops	CBD-2	RS	W	CM/E
4511 3000	Retail	Sewing and needlework supplies	CBD-2	RS	W	CM/E
4431 1101	Retail	Sewing machine sales and service	CBD-2	RS	W	CM/E
4482 1004	Retail	Shoe store, athletic	CBD-2	RS	W	CM/E
4482 1002	Retail	Shoe store, ladies	CBD-2	RS	W	CM/E
4482 1003	Retail	Shoe store, men's	CBD-2	RS	W	CM/E
4482 1001	Retail	Shoe store, mixed	CBD-2	RS	W	CM/E
4482 1005	Retail	Shoe store, western boots	CBD-2	RS	W	CM/E
4511 1000	Retail	Sporting goods stores	CBD-2	RS	W	CM/E
4431 1200	Retail	Stereo and electronics and TV	CBD-2	RS	W	CM/E
4431 1203	Retail	Stereo and hi-fi equipment sales	CBD-2	RS	W	CM/E
4431 1201	Retail	Telephone, business systems sales	CBD-2	RS	W	CM/E
4431 1202	Retail	Telephone, retail sales (noncommercial)	CBD-2	RS	W	CM/E
4431 1200	Retail	Television and stereo and electronics	CBD-2	RS	W	CM/E
4431 1200	Retail	Television, stereo and electronics	CBD-2	RS	W	CM/E
4539 9100	Retail	Tobacco stores retail	CBD-2	RS	W	CM/E
4539 9807	Retail	Tombstones and monuments	CBD-2	RS	W	CM/E
4211 2001	Retail	Tool distributor, mobile	CBD-2	RS	W	CM/E
4441 3001	Retail	Tool store, hand and electric	CBD-2	RS	W	CM/E
4511 2000	Retail	Toy stores	CBD-2	RS	W	CM/E
4431 1200	Retail	TV and stereo and electronics	CBD-2	RS	W	CM/E
4431 1102	Retail	Vacuum cleaner sales and service	CBD-2	RS	W	CM/E
4529 9000	Retail	Variety stores	CBD-2	RS	W	CM/E
5322 3000	Retail	Video tape rental and sales	CBD-2	RS	W	CM/E
4461 9100	Retail	Vitamin and health food store	CBD-2	RS	W	CM/E
4441 2000	Retail	Wallpaper and paint stores	CBD-2	RS	W	CM/E
4543 9001	Retail	Water filters and softeners sales	CBD-2	RS	W	CM/E
4543 9001	Retail	Water softeners and filters sales	CBD-2	RS	W	CM/E
6219 1000	Services	Ambulance service	CBD-2	RS	W	CM/E
5221 1001	Services	Automatic teller machine location	CBD-2	RS	W	CM/E
8129 3000	Services	Automobile parking lot	CBD-2	RS	W	CM/E
8129 9000	Services	Bail bonds	CBD-2	RS	W	CM/E
5221 1000	Services	Banks	CBD-2	RS	W	CM/E

7139 9003	Services	Billiards, pool hall	CBD-2	RS	W	CM/E
7132 9000	Services	Bingo halls	CBD-2	RS	W	CM/E
8139 1000	Services	Business associations	CBD-2	RS	W	CM/E
8112 1101	Services	Camera and VCR repair	CBD-2	RS	W	CM/E
8111 9201	Services	Carwash, self service	CBD-2	RS	W	CM/E
5223 9000	Services	Check cashing service	CBD-2	RS	W	CM/E
8134 1000	Services	Civic, social and fraternal associations	CBD-2	RS	W	CM/E
5133 9000	Services	Communication services, NEC	CBD-2	RS	W	CM/E
8112 1200	Services	Computer maintenance and repair	CBD-2	RS	W	CM/E
5324 2000	Services	Computer rental and leasing	CBD-2	RS	W	CM/E
5614 5000	Services	Credit reporting service	CBD-2	RS	W	CM/E
5221 3000	Services	Credit unions	CBD-2	RS	W	CM/E
7139 9006	Services	Dance and yoga studio	CBD-2	RS	W	CM/E
5616 1200	Services	Detective and security guard service	CBD-2	RS	W	CM/E
8123 3101	Services	Diaper service	CBD-2	RS	W	CM/E
6211 1100	Services	Doctors and clinics	CBD-2	RS	W	CM/E
8112 1900	Services	Electronic repair	CBD-2	RS	W	CM/E
5613 1000	Services	Employment agencies	CBD-2	RS	W	CM/E
5121 1000	Services	Film and/or video production	CBD-2	RS	W	CM/E
8114 2000	Services	Furniture refinishing and repair	CBD-2	RS	W	CM/E
5241 2800	Services	Insurance carriers and service, NEC	CBD-2	RS	W	CM/E
5141 9200	Services	Internet - host/collocation facility	CBD-2	RS	W	CM/E
5141 9100	Services	Internet, I.S.P. (internet service provider)	CBD-2	RS	W	CM/E
5617 2000	Services	Janitorial services	CBD-2	RS	W	CM/E
8114 9001	Services	Jewelry and clock and watch repair	CBD-2	RS	W	CM/E
8123 1000	Services	Laundry, coin operated	CBD-2	RS	W	CM/E
8123 2001	Services	Laundry, pickup station	CBD-2	RS	W	CM/E
8139 4000	Services	Lobbyist and political organizations	CBD-2	RS	W	CM/E
5616 2200	Services	Locks and locksmiths	CBD-2	RS	W	CM/E
5614 9900	Services	Mailbox rental services	CBD-2	RS	W	CM/E
5614 3100	Services	Mailing printing services	CBD-2	RS	W	CM/E
5611 1003	Services	Manufacturers rep office	CBD-2	RS	W	CM/E
6116 2000	Services	Martial arts schools	CBD-2	RS	W	CM/E
6211 1100	Services	Medical, doctors and clinics	CBD-2	RS	W	CM/E
6211 1100	Services	Medical clinics	CBD-2	RS	W	CM/E
8139 9000	Services	Membership organization, NEC	CBD-2	RS	W	CM/E
5611 1003	Services	Mfg. Rep./sales office	CBD-2	RS	W	CM/E
5223 1000	Services	Mortgage bankers and brokers	CBD-2	RS	W	CM/E
5121 3100	Services	Movie theatre	CBD-2	RS	W	CM/E
7111 3000	Services	Musical groups and artists	CBD-2	RS	W	CM/E
5141 1000	Services	News services (no printing)	CBD-2	RS	W	CM/E
8129 3000	Services	Parking lot	CBD-2	RS	W	CM/E

3231 1400	Services	Photocopy and duplicating service	CBD-2	RS	W	CM/E
8129 2200	Services	Photofinishing lab, 1-hour	CBD-2	RS	W	CM/E
8129 2201	Services	Photofinishing lab - pickup only	CBD-2	RS	W	CM/E
8139 4000	Services	Political organizations and lobbyist	CBD-2	RS	W	CM/E
7139 9003	Services	Pool hall, billiards	CBD-2	RS	W	CM/E
3231 1400	Services	Print, photocopy and duplicating service	CBD-2	RS	W	CM/E
3231 1300	Services	Print, silk screen	CBD-2	RS	W	CM/E
8139 2000	Services	Professional membership associations	CBD-2	RS	W	CM/E
5131 1200	Services	Radio station	CBD-2	RS	W	CM/E
8112 1100	Services	Radio and television repair shop	CBD-2	RS	W	CM/E
5122 4000	Services	Recording studios	CBD-2	RS	W	CM/E
5611 1003	Services	Sales office/manufacturers rep.	CBD-2	RS	W	CM/E
6116 2000	Services	Schools, martial arts	CBD-2	RS	W	CM/E
6114 1000	Services	Schools, business and secretary	CBD-2	RS	W	CM/E
6114 2000	Services	Schools, computer	CBD-2	RS	W	CM/E
6116 9200	Services	Schools, driving schools	CBD-2	RS	W	CM/E
6117 1000	Services	Schools, educational	CBD-2	RS	W	CM/E
6115 1200	Services	Schools, flying	CBD-2	RS	W	CM/E
6114 1000	Services	Schools, secretary and business	CBD-2	RS	W	CM/E
6115 1900	Services	Schools, vocational	CBD-2	RS	W	CM/E
5616 1200	Services	Security guard and detective service	CBD-2	RS	W	CM/E
8114 3000	Services	Shoe repair	CBD-2	RS	W	CM/E
3231 1300	Services	Silk screen printing	CBD-2	RS	W	CM/E
5413 7000	Services	Surveying services	CBD-2	RS	W	CM/E
8121 9901	Services	Tanning salons	CBD-2	RS	W	CM/E
5614 4200	Services	Telemarketing service	CBD-2	RS	W	CM/E
8112 1100	Services	Television and radio repair shop	CBD-2	RS	W	CM/E
5613 2000	Services	Temporary help services	CBD-2	RS	W	CM/E
5121 3100	Services	Theater, indoor movie	CBD-2	RS	W	CM/E
7111 1000	Services	Theater, live	CBD-2	RS	W	CM/E
7113 2000	Services	Theatrical productions and services	CBD-2	RS	W	CM/E
5615 2000	Services	Tour operators	CBD-2	RS	W	CM/E
8112 1100	Services	TV and radio repair shop	CBD-2	RS	W	CM/E
8139 3000	Services	Unions and other labor groups	CBD-2	RS	W	CM/E
8114 2001	Services	Upholstery repair shop	CBD-2	RS	W	CM/E
8112 1101	Services	VCR and camera repair	CBD-2	RS	W	CM/E
5419 4000	Services	Veterinary clinic and services	CBD-2	RS	W	CM/E
7131 2000	Services	Video arcade	CBD-2	RS	W	CM/E
8114 9001	Services	Watch and clock and jewelry repair	CBD-2	RS	W	CM/E
7139 9006	Services	Yoga and dance studio	CBD-2	RS	W	CM/E
<b>RS, retail and service</b>						
3121 3000	Mfg	Food, winery (wine)	RS	W	CM	

4529 9002	Retail	Auto and home supply stores	RS	W	CM
4411 2001	Retail	Auto dealer, consignment	RS	W	CM
4411 1000	Retail	Auto dealer, new	RS	W	CM
4411 1001	Retail	Auto dealer, truck (new)	RS	W	CM
4411 2000	Retail	Auto dealer, used	RS	W	CM
4413 1000	Retail	Auto parts, new	RS	W	CM
7224 1001	Retail	Bar	RS	W	CM
4412 2200	Retail	Boat dealers	RS	W	CM
4543 9000	Retail	Bottled water	RS	W	CM
7224 1004	Retail	Brew pub	RS	W	CM
4441 1000	Retail	Building materials	RS	W	CM
4532 1001	Retail	Business machines, sales and service	RS	W	CM
4452 9201	Retail	Candy and nuts kiosk	RS	W	CM
4441 9001	Retail	Ceiling fans	RS	W	CM
5532 2000	Retail	Costume sales and rental	RS	W	CM
7224 1001	Retail	Drinking place, bar	RS	W	CM
7224 1004	Retail	Drinking place, brew pub	RS	W	CM
4441 9001	Retail	Fans (ceiling)	RS	W	CM
4218 2000	Retail	Farm equipment sales	RS	W	CM
7223 3001	Retail	Fast food, mobile food vendor, auto	RS	W	CM
7223 3002	Retail	Fast food, mobile food vendor, cart	RS	W	CM
5616 2100	Retail	Fire and security systems	RS	W	CM
4442 2000	Retail	Garden and lawn supplies	RS	W	CM
4471 1003	Retail	Gas (self-serv), gas, no grocery	RS	W	CM
4471 1002	Retail	Gas (self-serv), gas and grocery and carwash	RS	W	CM
4471 1001	Retail	Gas (self-serv), gas and grocery	RS	W	CM
4471 9000	Retail	Gas service station	RS	W	CM
4529 9001	Retail	General merchandise nec	RS	W	CM
4441 9002	Retail	Glass and mirror, home and commercial	RS	W	CM
4511 1001	Retail	Golf and tennis, club pro shops	RS	W	CM
4412 2900	Retail	Golf cart sales	RS	W	CM
4511 1004	Retail	Golf equipment	RS	W	CM
4511 1006	Retail	Gun shop	RS	W	CM
4539 9802	Retail	Hot tub and spas sales	RS	W	CM
5322 9200	Retail	Jet ski and boat rental	RS	W	CM
4452 9201	Retail	Kiosk, candy and units	RS	W	CM
4442 2000	Retail	Lawn and garden supplies	RS	W	CM
4442 1000	Retail	Lawn mower sales and service	RS	W	CM
4453 1000	Retail	Liquor stores	RS	W	CM
4441 9000	Retail	Lumber yard	RS	W	CM
4441 9002	Retail	Mirror and glass, home and commercial	RS	W	CM
7223 3001	Retail	Mobile food vendor, auto and trailer	RS	W	CM

7223 3002	Retail	Mobile food vendor, cart	RS	W	CM
4412 2100	Retail	Motorcycle dealers	RS	W	CM
4412 2101	Retail	Motorcycle parts, used only	RS	W	CM
4442 2000	Retail	Nursery (lawn and garden)	RS	W	CM
4452 9201	Retail	Nuts and candy kiosk	RS	W	CM
4511 1001	Retail	Pro shops, golf or tennis	RS	W	CM
5322 9900	Retail	Rental center, furniture and appliances	RS	W	CM
5323 1000	Retail	Rental center, tools and equipment	RS	W	CM
4511 1005	Retail	Scuba dive gear shop	RS	W	CM
5616 2100	Retail	Security and fire systems	RS	W	CM
4539 9802	Retail	Spas and hot tub sales	RS	W	CM
4539 9803	Retail	Swimming pool supplies	RS	W	CM
4511 1001	Retail	Tennis and golf, club pro shops	RS	W	CM
4413 2000	Retail	Tire store	RS	W	CM
4413 2001	Retail	Tire store, used	RS	W	CM
2351 1005	Services	Air conditioning and heating services	RS	W	CM
6233 1101	Services	Alternative living center	RS	W	CM
8114 9004	Services	Appliance repair, household	RS	W	CM
8111 1806	Services	Auto detailing	RS	W	CM
8111 1807	Services	Auto inspection station	RS	W	CM
8111 1802	Services	Auto repair, air conditioning	RS	W	CM
8111 2100	Services	Auto repair, body and paint	RS	W	CM
8111 1200	Services	Auto repair, brakes and muffler	RS	W	CM
8111 1804	Services	Auto repair, electrical	RS	W	CM
8111 1100	Services	Auto repair, general repair	RS	W	CM
8111 9100	Services	Auto repair, lube and oil	RS	W	CM
3227 1001	Services	Auto repair, machine shop	RS	W	CM
8111 1200	Services	Auto repair, muffler and brakes	RS	W	CM
8111 1801	Services	Auto repair, NEC	RS	W	CM
8111 1805	Services	Auto repair, radiator	RS	W	CM
8111 1300	Services	Auto repair, transmission	RS	W	CM
8111 1803	Services	Auto repair, tune-up shop	RS	W	CM
8111 2200	Services	Auto repair, windshield	RS	W	CM
7211 9100	Services	Bed and breakfast	RS	W	CM
3399 5000	Services	Billboard business office	RS	W	CM
8114 9002	Services	Boat and boat motor repair	RS	W	CM
3231 2100	Services	Bookbinding service	RS	W	CM
5619 9000	Services	Business services, NEC	RS	W	CM
5132 1000	Services	Cable television	RS	W	CM
8111 9200	Services	Carwash, automatic	RS	W	CM
8111 9202	Services	Carwash, drive-thru	RS	W	CM
7111 9000	Services	Carnival	RS	W	CM

5617 4000	Services	Carpet and upholstery cleaning	RS	W	CM
3231 1000	Services	Commercial printing, lithography	RS	W	CM
3231 1900	Services	Commercial printing, NEC	RS	W	CM
3344 1303	Services	Computers and electronics, research development	RS	W	CM
6231 1000	Services	Convalescent and nursing homes	RS	W	CM
4922 1000	Services	Courier services	RS	W	CM
3391 1600	Services	Dental laboratories	RS	W	CM
8129 9004	Services	Disc jockey and party service	RS	W	CM
8129 1000	Services	Dog and cat kennel	RS	W	CM
7213 1001	Services	Dormitory (student)	RS	W	CM
3344 1303	Services	Electronics and computers, research development	RS	W	CM
4218 3000	Services	Elevator sales and service	RS	W	CM
6214 9300	Services	Emergency clinic	RS	W	CM
7213 1000	Services	Fraternity and sorority houses	RS	W	CM
8122 1000	Services	Funeral home	RS	W	CM
8111 2201	Services	Glass tinting, auto and home	RS	W	CM
7139 4004	Services	Gyms	RS	W	CM
6213 9902	Services	Health service, NEC	RS	W	CM
2351 1005	Services	Heating and air conditioning services	RS	W	CM
4871 1000	Services	Horse-drawn carriage service	RS	W	CM
6221 1000	Services	Hospital	RS	W	CM
7211 1000	Services	Hotel	RS	W	CM
8129 1000	Services	Kennels, dogs and cats	RS	W	CM
6214 9200	Services	Kidney dialysis clinics	RS	W	CM
6215 1104	Services	Laboratories, analytical	RS	W	CM
6215 1101	Services	Laboratories, analytical	RS	W	CM
3391 1600	Services	Laboratories, dental	RS	W	CM
6215 1100	Services	Laboratories, medical	RS	W	CM
6215 1102	Services	Laboratories, pathological	RS	W	CM
6215 1105	Services	Laboratories, research and development	RS	W	CM
6215 1106	Services	Laboratories, testing	RS	W	CM
6215 1103	Services	Laboratories, X-ray	RS	W	CM
5416 9000	Services	Landscape planning and service	RS	W	CM
8123 3100	Services	Laundry, linen service	RS	W	CM
8123 3102	Services	Laundry, uniform service	RS	W	CM
3231 2202	Services	Litho platemaking printing	RS	W	CM
6219 1000	Services	Medical, ambulance service	RS	W	CM
6214 9300	Services	Medical, emergency clinic	RS	W	CM
6213 9902	Services	Medical, health service, NEC	RS	W	CM
6221 1000	Services	Medical, hospital	RS	W	CM
6214 9200	Services	Medical, kidney dialysis clinic	RS	W	CM
6215 1200	Services	Medical, magnetic imaging center	RS	W	CM

6222 1000	Services	Medical, rehabilitation clinics	RS	W	CM
6222 1001	Services	Medical rehabilitation services	RS	W	CM
7211 1001	Services	Motel	RS	W	CM
5121 2000	Services	Motion picture, distribution	RS	W	CM
8114 9003	Services	Motorcycle repair	RS	W	CM
6231 1000	Services	Nursing and convalescent homes	RS	W	CM
8129 1001	Services	Pet grooming	RS	W	CM
8129 2100	Services	Photofinishing labs	RS	W	CM
7139 4004	Services	Physical fitness facilities	RS	W	CM
3231 2100	Services	Print, bookbinding	RS	W	CM
3231 1000	Services	Print, commercial lithography	RS	W	CM
3231 1900	Services	Print, commercial, NEC	RS	W	CM
3231 2202	Services	Print, litho platemaking	RS	W	CM
3231 2201	Services	Print, typesetting	RS	W	CM
3344 1303	Services	Research and development, electronics and computers	RS	W	CM
6222 1000	Services	Rehabilitation clinics	RS	W	CM
6233 1100	Services	Retirement homes, full service	RS	W	CM
5616 2101	Services	Security systems service	RS	W	CM
5415 1901	Services	Semiconductor industry services	RS	W	CM
3399 5000	Services	Sign and billboard business office	RS	W	CM
8114 1100	Services	Small engine repair	RS	W	CM
7213 1000	Services	Sorority and fraternity houses	RS	W	CM
5131 2000	Services	TV station	RS	W	CM
8121 9903	Services	Tattoo parlor	RS	W	CM
7115 1001	Services	Taxidermists	RS	W	CM
5132 1000	Services	Television, cable	RS	W	CM
5131 2000	Services	Television station	RS	W	CM
3262 1200	Services	Tire repair and retreading	RS	W	CM
3231 2201	Services	Typesetting	RS	W	CM
8123 3102	Services	Uniform service, laundry	RS	W	CM
5321 1200	Transp.	Auto lease agency office	RS	W	CM
5321 1100	Transp.	Auto rental agency office	RS	W	CM
4884 9000	Transp.	Bus terminal facility	RS	W	CM
4853 2000	Transp.	Limousine rental	RS	W	CM
4853 1001	Transp.	Taxicabs (driver owned)	RS	W	CM
5321 2002	Transp.	Trailer rental	RS	W	CM
5321 2001	Transp.	Truck, rental and lease, vehicle only	RS	W	CM
5321 2000	Transp.	Truck rental and leasing office	RS	W	CM
<b>W, Warehouse district</b>					
2351 1002	Constr.	Air conditioning and heating contractor	W	CM	
2354 1000	Constr.	Brick and stone mason contractor	W	CM	
2349 2000	Constr.	Cable installation contractor	W	CM	

2355 1000	Constr.	Carpentry work contractor	W	CM
2355 2000	Constr.	Carpet and floor laying contractor	W	CM
2333 2000	Constr.	Commercial buildings contractor	W	CM
2357 1001	Constr.	Concrete contractor	W	CM
2359 9000	Constr.	Construction contractors, NEC	W	CM
2351 1002	Constr.	Contractor, air conditioning and heating	W	CM
2354 1000	Constr.	Contractor, brick and stone mason	W	CM
2349 2000	Constr.	Contractor, cable installation	W	CM
2355 1000	Constr.	Contractor, carpentry work	W	CM
2355 2000	Constr.	Contractor, carpet and floor laying	W	CM
2333 2000	Constr.	Contractor, commercial bldg.	W	CM
2357 1001	Constr.	Contractor, concrete	W	CM
2359 9000	Constr.	Contractor, construction NEC	W	CM
2359 4000	Constr.	Contractor, demolition and wrecking	W	CM
2354 2000	Constr.	Contractor, drywall and insulation	W	CM
2353 1000	Constr.	Contractor, electrical	W	CM
2359 3000	Constr.	Contractor, excavating and foundation	W	CM
2359 9001	Constr.	Contractor, fencing	W	CM
2357 1002	Constr.	Contractor, foundation repair	W	CM
2359 9003	Constr.	Contractor, general	W	CM
2359 2000	Constr.	Contractor, glass and glazing	W	CM
2341 1000	Constr.	Contractor, highway and road construction	W	CM
2351 1004	Constr.	Contractor, lawn sprinkler systems	W	CM
2351 1003	Constr.	Contractor, mechanical	W	CM
2352 1000	Constr.	Contractor, paint and wallpaper hanger	W	CM
2341 1001	Constr.	Contractor, paving (not road)	W	CM
2351 1001	Constr.	Contractor, plumbing	W	CM
2356 1000	Constr.	Contractor, roofing and siding	W	CM
2332 1000	Constr.	Contractor, single-family residence	W	CM
2359 1000	Constr.	Contractor, steel erectors	W	CM
2359 9002	Constr.	Contractor, swimming pool	W	CM
2354 3000	Constr.	Contractor, tile and marble	W	CM
2349 1000	Constr.	Contractor, utility	W	CM
2359 4000	Constr.	Demolition and wrecking work	W	CM
2358 1000	Constr.	Drilling contractor, water well	W	CM
2354 2000	Constr.	Drywall and insulation contractor	W	CM
2353 1000	Constr.	Electrical contractor	W	CM
2359 3000	Constr.	Excavating and foundation contractor	W	CM
2359 9001	Constr.	Fencing contractor	W	CM
2355 2000	Constr.	Floor and carpet laying contractor	W	CM
2357 1002	Constr.	Foundation repair contractor	W	CM
2359 9003	Constr.	General contractor office	W	CM



2359 2000	Constr.	Glass and glazing contractor	W	CM
2351 1002	Constr.	Heating and air conditioning contractor	W	CM
2341 1000	Constr.	Highway and road construction contractor	W	CM
2332 1000	Constr.	Home construction contractor	W	CM
2354 2000	Constr.	Insulation and drywall contractor	W	CM
2354 1000	Constr.	Mason, brick and stone contractor	W	CM
2351 1003	Constr.	Mechanical contractors	W	CM
2352 1000	Constr.	Paint and wallpaper hanging contractor	W	CM
2341 1001	Constr.	Paving contractors (not road)	W	CM
2351 1001	Constr.	Plumbing contractor	W	CM
2332 1000	Constr.	Residential home construction	W	CM
2341 1000	Constr.	Road and highway construction contractor	W	CM
2356 1000	Constr.	Roofing and siding contractor	W	CM
2356 1000	Constr.	Siding and roofing contractor	W	CM
2332 1000	Constr.	Single-family residence home contractor	W	CM
2351 1004	Constr.	Sprinkler systems contractor, lawn	W	CM
2359 1000	Constr.	Steel erectors	W	CM
2359 9002	Constr.	Swimming pool contractor	W	CM
2354 3000	Constr.	Tile and marble contractor	W	CM
2349 1000	Constr.	Utility contractor	W	CM
2352 1000	Constr.	Wallpaper hanging and paint contractor	W	CM
2351 1004	Constr.	Water sprinkler systems contractor	W	CM
2358 1000	Constr.	Water well drilling contractor	W	CM
2359 4000	Constr.	Wrecking and demolition work	W	CM
3399 2000	Mfg.	Athletic and sporting goods manufacturing	W	CM
3371 1000	Mfg.	Cabinet shop	W	CM
3152 9000	Mfg.	Clothing mfg., NEC	W	CM
3342 9000	Mfg.	Communication devices manufacturing (not telephone)	W	CM
3344 1200	Mfg.	Computer, circuit board manufacturing	W	CM
3341 1300	Mfg.	Computer, computer manufacturing	W	CM
3344 1301	Mfg.	Computer, cabless semiconductor	W	CM
3341 1900	Mfg.	Computer, peripheral equip	W	CM
3344 1300	Mfg.	Computer, semiconductor manufacturing (not 3332 9500)	W	CM
3332 9500	Mfg.	Computer, semiconductor manufacturing equip	W	CM
3344 1302	Mfg.	Computer, semiconductor testing	W	CM
3341 1301	Mfg.	Computer, terminal manufacturing	W	CM
3399 1400	Mfg.	Costume jewelry manufacturing	W	CM
3345 1100	Mfg.	Detection and search and navigation equip	W	CM
3399 3100	Mfg.	Doll manufacturer	W	CM
3363 2200	Mfg.	Electrical equip manufacturing, vehicle	W	CM
3344 1900	Mfg.	Electronic components manufacturing	W	CM
3344 1700	Mfg.	Electronic connectors manufacturing	W	CM

3118 1200	Mfg.	Food, bread products	W	CM
3113 2000	Mfg.	Food, candy products	W	CM
3118 2100	Mfg.	Food, cookies and chips and snacks	W	CM
3119 9100	Mfg.	Food, prepared (nonfrozen)	W	CM
3119 4100	Mfg.	Food, sauces and condiments	W	CM
3371 2500	Mfg.	Furniture mfg., household	W	CM
3334 1400	Mfg.	Heating and fireplace equipment mfg.	W	CM
3371 2501	Mfg.	Household fixtures, NEC	W	CM
3371 2500	Mfg.	Household furniture mfg.	W	CM
3345 1300	Mfg.	Industrial measurement products	W	CM
3399 1300	Mfg.	Jeweler findings manufacturing	W	CM
3399 1400	Mfg.	Jewelry mfg., costume jewelry	W	CM
3399 1100	Mfg.	Jewelry mfg., precious metal	W	CM
3351 2900	Mfg.	Lighting equip, NEC	W	CM
3327 1000	Mfg.	Machine shop (not auto)	W	CM
3335 1500	Mfg.	Machine tool and accessories manufacturing	W	CM
3233 2300	Mfg.	Metal work, ornamental	W	CM
3149 9900	Mfg.	Sewing gift products	W	CM
4539 9810	Retail	Chemical retailer, NEC	W	CM
4442 2001	Retail	Dirt and loam product sales	W	CM
7224 1003	Retail	Drinking place, nightclub	W	CM
4533 1004	Retail	Flea market booth	W	CM
5311 2000	Retail	Flea market operator	W	CM
4412 2901	Retail	Heavy equipment sales	W	CM
4543 1200	Retail	Liquefied petro/bottled gas	W	CM
7224 1005	Retail	Men's club	W	CM
4539 3000	Retail	Mobile home dealers	W	CM
5614 9101	Retail	Mobile home repossession service	W	CM
7224 1003	Retail	Nightclub	W	CM
4539 3001	Retail	Portable buildings and mobile office sales	W	CM
4412 1000	Retail	RV and utility trailer dealers	W	CM
4412 1000	Retail	Trailer and RV dealers	W	CM
4412 1000	Retail	Utility trailer and RV dealers	W	CM
4931 1001	Retail	Warehouse off-site storage (retail and wholesale)	W	CM
4881 9000	Services	Aircraft service and repair	W	CM
8113 1001	Services	Armature rewinding shop	W	CM
5616 1300	Services	Armored car service	W	CM
4543 9002	Services	Coffee service, office	W	CM
4922 1000	Services	Delivery services	W	CM
8123 2000	Services	Laundry, cleaning plant	W	CM
5617 3001	Services	Lawn and garden services	W	CM
5311 3000	Services	Miniwarehouse office	W	CM

4842 2000	Services	Mobile home, transport service	W	CM
4841 1002	Services	Movers, home and office	W	CM
5111 1000	Services	Newspaper (publish and print)	W	CM
4889 9100	Services	Packing and carting service	W	CM
5617 1000	Services	Pest control	W	CM
5111 1000	Services	Print, newspaper (publish and print)	W	CM
5111 9900	Services	Print, publishing and printing	W	CM
5111 9900	Services	Publishing and printing	W	CM
8114 9000	Services	Repair services, NEC	W	CM
7139 9004	Services	Rifle and pistol range	W	CM
5617 3002	Services	Tree surgeon and services	W	CM
5617 4000	Services	Upholstery and carpet cleaning	W	CM
4542 1000	Services	Vending machine, office	W	CM
4542 1001	Services	Vending machine equip, various loc.	W	CM
4931 2000	Services	Warehousing, refrigerated	W	CM
4931 1000	Services	Warehousing and storage, general	W	CM
8113 1000	Services	Welding shop	W	CM
4884 1000	Services	Wrecker service	W	CM
4855 1000	Transp.	Bus charter service	W	CM
4852 1000	Transp.	Bus lines	W	CM
4851 1300	Transp.	Local and suburban transit	W	CM
4841 1000	Transp.	Local trucking w/o storage	W	CM
4841 1001	Transp.	Local trucking with storage	W	CM
0000 4010	Transp.	Railroad side track	W	CM
4854 1000	Transp.	School buses	W	CM
4853 1000	Transp.	Taxicab company	W	CM
4889 9900	Transp.	Transportation services, NEC	W	CM
4841 2100	Transp.	Trucking, except local	W	CM
4884 9001	Transp.	Trucking terminal facility	W	CM
2211 2200	Utilities	Electric companies	W	CM
4217 3000	Whsale	Air conditioning and heating equipment	W	CM
4216 2000	Whsale	Appliance wholesaler - electrical	W	CM
4219 2000	Whsale	Arts and crafts wholesaler	W	CM
4211 1000	Whsale	Auto wholesaler	W	CM
4211 2000	Whsale	Automotive parts wholesaler	W	CM
4228 1000	Whsale	Beer distributor	W	CM
4224 9001	Whsale	Bottled water distributor	W	CM
4213 2000	Whsale	Brick and stone wholesaler	W	CM
4213 9000	Whsale	Building materials, NEC	W	CM
4224 3000	Whsale	Dairy products wholesaler	W	CM
4222 1000	Whsale	Drugs and toiletries wholesaler	W	CM
4216 1000	Whsale	Electrical equipment and supplies	W	CM

4216 2000	Whsale	Electrical appliances	W	CM
4216 9000	Whsale	Electronic parts and equipment	W	CM
4229 3000	Whsale	Florists and flowers supply, wholesaler	W	CM
4226 9000	Whsale	Gas, industrial and medical	W	CM
4224 1000	Whsale	Grocery distributor, wholesaler	W	CM
4217 1000	Whsale	Hardware wholesaler	W	CM
4217 3000	Whsale	Heating and ac equipment	W	CM
4218 4000	Whsale	Industrial supplies	W	CM
4213 3000	Whsale	Insulation and siding and roofing	W	CM
4218 5000	Whsale	Janitorial supplies	W	CM
4219 4000	Whsale	Jewelry wholesaler	W	CM
4228 2000	Whsale	Liquor and wine wholesaler	W	CM
4229 2000	Whsale	Magazine and newspaper wholesaler	W	CM
4213 2000	Whsale	Masonry products wholesaler	W	CM
4214 5000	Whsale	Medical goods and equipment	W	CM
4229 2000	Whsale	Newspaper and magazine wholesaler	W	CM
4221 2000	Whsale	Office supplies wholesaler	W	CM
4229 5000	Whsale	Paint wholesaler	W	CM
4221 3000	Whsale	Paper wholesaler	W	CM
4217 2000	Whsale	Plumbing fixtures and supplies	W	CM
4224 4000	Whsale	Poultry products wholesaler	W	CM
4224 8000	Whsale	Produce wholesaler	W	CM
4214 9000	Whsale	Professional equipment and supplies, NEC	W	CM
4217 4000	Whsale	Refrigeration equipment	W	CM
4214 4000	Whsale	Restaurant equipment and supplies	W	CM
4213 3000	Whsale	Roofing and siding and insulation	W	CM
4213 3000	Whsale	Siding and roofing and insulation	W	CM
4224 9000	Whsale	Soft drinks distributor	W	CM
4213 2000	Whsale	Stone and brick wholesaler	W	CM
4211 3000	Whsale	Tire wholesaler	W	CM
4229 4000	Whsale	Tobacco products wholesaler	W	CM
4222 1000	Whsale	Toiletries and drugs wholesaler	W	CM
4229 9000	Whsale	Wholesale trade, NEC	W	CM
<b>CM, Constructing and manufacturing</b>				
3379 1000	Mfg.	Bed and mattress manufacturing	CM	
3121 2000	Mfg.	Beer brewery	CM	
3251 9000	Mfg.	Biological products manufacturing	CM	
3121 2000	Mfg.	Brewery (beer)	CM	
3252 2100	Mfg.	Cellulose manmade fibers manufacturing	CM	
3259 9800	Mfg.	Chemical products, NEC	CM	
3273 2000	Mfg.	Concrete (ready mix plant)	CM	
3254 1200	Mfg.	Drug and pharmaceuticals manufacturing	CM	

3259 2000	Mfg.	Explosives manufacturing	CM
3371 2501	Mfg.	Fixture manufacturing, NEC	CM
3121 2000	Mfg.	Food, brewery (beer)	CM
3114 2200	Mfg.	Food, canned goods	CM
3115 1100	Mfg.	Food, dairy products	CM
3119 4200	Mfg.	Food, flavor extracts and syrups	CM
3112 1100	Mfg.	Food, flour and grain products	CM
3119 9900	Mfg.	Food, food manufacturer, NEC	CM
3114 1200	Mfg.	Food, frozen goods	CM
3121 1300	Mfg.	Food, ice manufacturer	CM
3116 1200	Mfg.	Food, sausage and prepared meats	CM
3121 1100	Mfg.	Food, soft drink and carbonated water	CM
3332 9400	Mfg.	Food products machinery manufacturing	CM
3353 1200	Mfg.	Generator and motor manufacturing	CM
3121 1300	Mfg.	Ice manufacturer	CM
3251 2000	Mfg.	Industrial gases manufacturing	CM
3274 1000	Mfg.	Lime manufacturing	CM
2123 1100	Mfg.	Limestone mining	CM
3372 1200	Mfg.	Lumber mill	CM
3219 9100	Mfg.	Manufactured homes manufacturing	CM
3121 1300	Mfg.	Manufactured ice	CM
3399 9900	Mfg.	Manufacturing industry, NEC	CM
3379 1000	Mfg.	Mattress and bed manufacturing	CM
3345 1900	Mfg.	Measuring devices manufacturing, NEC	CM
3345 1300	Mfg.	Measurement products, industrial	CM
3328 1200	Mfg.	Metal coating, plastics and resin	CM
3328 1300	Mfg.	Metal plating and polishing	CM
3329 9000	Mfg.	Metalwork, NEC	CM
3372 1201	Mfg.	Millwork	CM
3219 9100	Mfg.	Mobile homes manufacturing	CM
3353 1200	Mfg.	Motor and generator manufacturing	CM
3212 1900	Mfg.	Mulch and reconstituted wood	CM
3345 1100	Mfg.	Navigation and detection and search equip. I	CM
3279 9900	Mfg.	Nonmetallic mineral product manufacturing	CM
3333 1300	Mfg.	Office machines manufacturing	CM
3331 3200	Mfg.	Oil field machinery manufacturing	CM
3391 1500	Mfg.	Ophthalmic goods	CM
3251 9900	Mfg.	Organic chemicals, NEC	CM
3222 2100	Mfg.	Paper and plastic film manufacturing	CM
3256 2000	Mfg.	Perfumes and cosmetics manufacturing	CM
3254 1200	Mfg.	Pharmaceuticals manufacturing	CM
3333 1500	Mfg.	Photo equip and access, manufacturing	CM

3261 5000	Mfg.	Plastic foam products manufacturing	CM	
3261 9900	Mfg.	Plastics mfg., NEC	CM	
3273 9000	Mfg.	Precast concrete product manufacturing	CM	
3391 1300	Mfg.	Prosthetic and surgical products manufacturing	CM	
3211 1300	Mfg.	Sawmills	CM	
3345 1100	Mfg.	Search and detection and navigation equip. I	CM	
2356 1001	Mfg.	Sheet metal work	CM	
3399 9901	Mfg.	Soundproof room manufacturing	CM	
3399 2000	Mfg.	Sporting and athletic goods manufacturing	CM	
3312 1000	Mfg.	Steel pipe and posts manufacturing	CM	
3212 1400	Mfg.	Structural wood member manufacturing	CM	
3391 1300	Mfg.	Surgical and prosthetic products manufacturing	CM	
3353 1300	Mfg.	Switchboard apparatus manufacturing	CM	
3342 1000	Mfg.	Telephone equipment manufacturing	CM	
3345 1400	Mfg.	Totalizing fluid device manufacturing	CM	
3362 1400	Mfg.	Trailer and trailer hitch manufacturing	CM	
3363 2200	Mfg.	Vehicle electrical equip manufacturing	CM	
3399 9902	Mfg.	Water and waster systems manufacturing	CM	
3326 1800	Mfg.	Wire products mfg., NEC	CM	
3212 1900	Mfg.	Wood products, mulch and reconstituted	CM	
3219 9000	Mfg.	Wood products mfg., NEC	CM	
4413 1001	Retail	Auto parts, used and salvage	CM	
4512 1201	Retail	Book store, adult	W	CM
2123 2100	Retail	Construction sand and gravel	CM	
7224 1005	Retail	Drinking place, men's club	W	CM
5323 1001	Retail	Rental center, heavy equipment	CM	
2123 2100	Retail	Sand and gravel, construction	CM	
4215 1000	Retail	Steel sales	CM	
1119 9800	Services	Agriculture services, NEC	CM	
8129 9003	Services	Escort service	W	CM
5621 1100	Services	Garbage collection service	CM	
8121 9900	Services	Modeling and massage studio	W	CM
2131 1100	Services	Oil well drilling and service	CM	
4219 3000	Services	Recycling, scrap and metals	CM	
5621 1100	Services	Refuse collection systems	CM	
5629 9101	Services	Septic tank cleaning	CM	
5629 9100	Services	Toilets, portable	CM	
4227 2000	Whsale	Fuel oil dealers	CM	
4227 1000	Whsale	Petroleum bulk terminals	CM	
<b>E, Entertainment district</b>				
7139 9000	Services	Amusement and recreation, NEC	E	case-by-case
7131 1000	Services	Amusement parks	E	case-by-case

7139 5000	Services	Bowling alley	E	case-by-case
7212 1400	Services	Camps, sporting and recreational	E	case-by-case
7139 1000	Services	Country club	E	case-by-case
7139 1000	Services	Golf course, country club	E	case-by-case
7139 9005	Services	Golf course, driving range	E	case-by-case
7139 9001	Services	Golf course, miniature	E	case-by-case
7139 1001	Services	Golf course, public course	E	case-by-case
7139 9002	Services	Horse stables	E	case-by-case
7139 4003	Services	Ice skating rink	E	case-by-case
7212 1400	Services	Recreational and sporting camps	E	case-by-case
7139 4001	Services	Roller skating rink	E	case-by-case
7139 4003	Services	Skating rink, ice	E	case-by-case
7139 4001	Services	Skating rink, roller	E	case-by-case
7212 1400	Services	Sporting and recreational camps	E	case-by-case
7139 9002	Services	Stables, horses	E	case-by-case
7139 4002	Services	Tennis club	E	case-by-case
7212 1100	Services	Trailer parks and campsites	E	case-by-case

**TU, Transportation and utilities**

5133 2100	Services	Pager communications network	TU
5131 1201	Services	Radio station tower	TU
5131 2001	Services	TV broadcasting tower	TU
5133 2100	Services	Telecommunications network, pager	TU
5131 2001	Services	Television broadcasting tower	TU
5131 1201	Services	Tower, radio station	TU
5131 2001	Services	Tower, TV broadcasting	TU
4881 1900	Transp.	Airports and flying fields	TU
5133 1001	Utilities	Fiber optic telecommunications	TU
2212 1000	Utilities	Natural gas distribution	TU
4862 1000	Utilities	Natural gas transmission	TU
4869 1000	Utilities	Refined gas and oil pipeline	TU
5133 1001	Utilities	Telecommunications, fiber optic	TU
5133 2201	Utilities	Telecommunications equipment and/or tower	TU
5133 1000	Utilities	Telecommunications network, wired	TU
5133 2201	Utilities	Tower, telecommunications	TU
2213 2000	Utilities	Wastewater treatment system	TU
2213 1000	Utilities	Water supply utility	TU
5133 1000	Utilities	Wired telecommunications network	TU

**Conditional Upon Approval of Council**

Heliport	Uses Non-Cumulative			
Municipal Service Facilities & Buildings	W	CM	PUD	
Circus or Carnvial but not within 300 feet of residential district	All Districts	All Districts	All Districts	All Districts
	All Districts	All Districts	All Districts	All Districts

Privately operated community building/recreation field in all districts	All Districts CM	All Districts W	All Districts TU	All Districts PUD
Telephone, radio or television broadcasting tower or station	All Districts	All Districts	All Districts	All Districts
Churches in all districts where not otherwise specifically permitted	A, CBD-2	R/S, W	C/M, E	T/U, PUD
Cemeteries	All Districts	All Districts	All Districts	All Districts
Schools, public and denominational, but not day care				
Manufactured homes in the limited areas as specifically authorized by this chapter (Ch. 53)				
Quarry operations are permitted in the CM district as conditional uses, subject to the requirements in division 2 of this article				
The specific manufacturing and warehouse uses set forth in the table in section 53-1106 may be permitted as provided in division 3				
Buildings with a height of up to 150 feet in the RS district	R/S			

**Office Institutional District**

Primary Uses Allowed (Non-Cumulative)

Convent & Monastery	O/I
Fraternity House, sorority house or residence hall	O/I
Nursing Home	O/I
Personal Care Home with eight (8) or more units	O/I
Child care Institution	O/I
Club or lodge, non-commercial	O/I
Cultural exhibit hall	O/I
Day care facility, child and adult	O/I
College or university	O/I
Research and training facility, college or university affiliated	O/I
School; elementary, middle or high	O/I
School; specialized non-degree	O/I
School; vocational or trade	O/I
Place of Worship	O/I
Auditorium or stadium	O/I
Special events facility without lodging	O/I
Banks, credit union, brokerage and investment services	O/I
Funeral Home	O/I
Hospice care with eight (8) or more units	O/I
Medical and dental office, clinic and/or laboratory	O/I



Professional Office(excluding the sales of goods and sundries at retail; and excluding outdoor operations, storage, or facilities) including but not limited to health service practitioners, legal services, employment, personnel, and temporary help service (excluding day labor or labor pool), accounting, auditing and bookkeeping services, advertising services, management, consulting, and public relations offices, corporate operations, engineering and architecture, finance, insurance, real estate and financial institutions, telecommunications, radio and television broadcasting stations, telephone business offices, urban planning services, and similar business and professional offices.	O/I
Public parking structures, non-accessory to on-site uses	O/I
Golf course and clubhouse	O/I
Passive recreation park	O/I
Recreation center – including sports fields, stadiums and arenas; pools and natatoriums; baseball and softball fields; tennis and basketball courts, indoor and outdoor; similar uses and activities.	O/I
Museum	O/I
Library	O/I
Police and Fire stations (not ambulance service)	O/I
City, County, and State office and business facilities, without outdoor operations, storage, or facilities	O/I

Accessory Uses and Structures (non-stand alone)

Restaurant, when located on the ground floor and inside the primary structure, and totaling no more than 1,500 square feet of total area (food prep, display, sales and seating).	O/I
Cafeteria	O/I
Publicly-accessible parking lot and/or structure	O/I
Retail use where accessory to a professional office building, provided that all such uses shall be located on the ground floor and not exceed 15 percent of the total floor area of the building. Said accessory retail uses shall be designed and scaled in relation to the primary building. Specific uses include, but are not limited to: coffee shop; newsstand, laundry and dry-cleaning pick-up station, box office ticket sales, banks, ATM's, sundries, and mail and copy centers.	O/I
Retail sales of concessions and specialty goods, when located in stadiums, indoor, on the ground of a recreation center, and totaling less than 1,000 square feet of total gross floor area.	O/I
Concerts and festivals, as accessory to stadiums, arenas, auditoriums, and open space.	O/I

Specific Uses Prohibited in O/I

Ambulance service; bail bond and appearance bond operations; barter, swap, and trading offices; body craft studio; cash advance; check cashing establishments; building and construction contractor's offices; exterminating and pest control offices; lawn care offices; moving and storage companies; taxi service and dispatch agencies; trucking and transport firms; wrecker service; day labor or labor pool agencies; delivery services; driving schools; escort services; elective massage therapy; fortune tellers; handwriting analysts; hypnotists; modeling agencies; palmistry; pawnshops; including title pawn, and pawnbrokers; automotive and truck rental; and automotive dealer's office are specifically excluded. No vehicle whose gross weight rating (GVWR) of over ten thousand (10,000) pounds, including commercial tractor-trailers, dump trucks, wreckers or earth moving equipment shall be parked, stored, or dispatched in connection with business or professional office use conducted on the premises. No vehicle for hire shall be parked, stored, or dispatched from the site.

O/I

**Neighborhood Commercial (NC)**

Uses Permitted (Non-cumulative Zoning)

Multifamily on second floors	NC
Bed and breakfast, up to five (5) rooms	NC
Retail	NC
Restaurant w/o drive-thru	NC
Religious assembly	NC
Art gallery	NC
Dance studios	NC
Child care center (outdoor playground allowed)	NC
Fire/police station	NC
Professional office	NC
Barber/beauty shop	NC
Convenience/grocery store w/o fuel sales	NC
Nursing/retirement home	NC
Veteranarian- w/o outdoor boarding	NC
Health and fitness center	NC
Financial institution w/o drive thru banking	NC

**Community Commercial (CC)**

Uses Permitted (Non-cumulative Zoning)

Multi-family on the second floor and above	CC
Bed and breakfast, up to five (5) rooms	CC
Retail	CC
Restaurant	CC

Religious assembly	CC
Art gallery	CC
Dance studios	CC
Child care center (outdoor playground allowed)	CC
Fire/police station	CC
Professional office	CC
Funeral home	CC
Barber/beauty shop	CC
Convenience/grocery store	CC
Fuel Station w/restrictions	CC
Nursing/retirement home	CC
Veteranarian- w/o outdoor boarding	CC
Health and fitness center	CC
Restaurant with drive-thru, w/restrictions	CC
Financial institution w/ drive thru banking	CC

**Mixed Use Zoning (MXD)**

Uses Permitted

P= Permitted by Right

C= Conditional Use

N= Not Allowed

All uses included in CBD-1, CBD-2, NC, CC, except as specifically restricted.

Household Living (Non-commercial)

P	Artist Live/Work Space located above ground floor	MXD
C	Artist Live/Work Space, ground floor	MXD
P	Dwelling Units located above the ground floor	MXD
P	Multi-family (3+ units) Residential	

Institutional Living (Commercial)

C	Assisted Living	MXD
P	Group Home	MXD
C	Nursing Home	MXD

Civic and Institutional

P	Colleges and Universities	MXD
P	Cultural Exhibits and Libraries	MXD
P	Day Care	MXD
N	Hospital	MXD
N	Lodge or Private Club	MXD
C	Parks and Recreation	MXD
P	Postal Service	MXD
P	Public Safety Services	MXD

C	Religious Assembly	MXD
C	School	MXD
P	Utilities and Services, Minor	MXD
N	Utilities and Services, Major	MXD

Commercial

N	Adult Oriented/SOBs	MXD
	Animal Services	
N	Shelter/Boarding Kennel	MXD
P	Grooming	MXD
P	Veterinary (with no overnight services)	MXD
P	Artist Work or Sales Space	MXD
N	Drive-Thru Facility	MXD
	Eating and Drinking Establishments	
P	Dine-in Restaurants	MXD
P	Tavern	MXD
P	Brew Pub (w/ fewer than 2,500 barrels-worth sold on site per year)	MXD
	Theatre/Live Music/Movie Venue	
P	Small (1-149 seats)	MXD
P	Medium (150-999) seats	MXD
C	Large (1,000 + seats)	MXD
P	Financial Services	MXD
P	Food and Beverage Retail Sales	MXD
N	Gas Stations	MXD
	Lodging	
P	Small (1-16 guest rooms)	MXD
C	Large (17 + guest rooms)	MXD
P	Medical Service (no overnight care)	MXD
P	Office	MXD
P	Parking, Commercial (Non-accessory to residential)	MXD
P	Personal Service, including health clubs and gyms	MXD
P	Repair Service, Consumer, including bicycles	MXD
N	Personal/Mini-Storage Warehouse	MXD
P	Retail Sales, General products/sundries	MXD
C	Vehicle Sales, Service, and Repair (Indoor Only)	MXD

Other and Indoor/Outdoor Operations

	Wireless Communication Facilities	
P	Co-located	MXD
C	Freestanding (Towers)	MXD

All permitted uses in the MXD district must be conducted within completely enclosed buildings unless otherwise expressly authorized. This requirement does not apply to off-street surface stopping, standing, or loading areas, automated teller machines, outdoor seating and dining areas, recreation and parks, water features and similar public gathering plazas and similar spaces, and public art installations.

MXD



# CITY OF KYLE, TEXAS

## Executive Session-Convene

Meeting Date: 5/19/2020

Date time:7:00 PM

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

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  - o National Sign Plazas
  - o Public/Private Easements/Notifications to Property Owners
  - o Flooding concerns in Bunton Creek Village and Park Place
  - o Chapter 245 Development Agreement
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - o Project Just Peachy

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 5/19/2020  
Date time:7:00 PM

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

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**ATTACHMENTS:**

**Description**

No Attachments Available