

# CITY OF KYLE

## Notice of Regular City Council Meeting



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

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called 'social distancing') to slow the spread of COVID-19. City Council members will attend the meeting via videoconferencing.

This meeting can be viewed live online at  
<https://www.cityofkyle.com/kyletv/kyle-10-live> OR  
Spectrum10.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on July 21, 2020, at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10, for the purpose of discussing the following agenda.

Posted this 16th day of July, 2020, prior to 6:00 p.m.

---

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

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

1. City Council Special Meeting Minutes - July 7, 2020. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - July 7, 2020. ~ *Jennifer Holm, City Secretary*

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

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

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

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

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

#### **V. Appointments**

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

#### **VI. Presentation**

6. 6 Creeks Public Improvement District Annual Service Plan Update. ~ *Jon Snyder, P3Works*
7. Southwest Kyle PID No. 1 Annual Service Plan Update. ~ *Jon Snyder, P3Works*
8. Presentation on Charter Review Commission recommendation of changes to the City's Charter for the November 3, 2020 election. ~ *Diane Hervol, Chair*
9. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

#### **VII. Consent Agenda**

10. Approve an estimated amount of \$22,320.00 for election services in accordance with the approved contract with the Hays County Elections Administrator relating to the November 3, 2020 elections. ~ *Jennifer Holm, City Secretary*
11. Amending the PID agreement with PID Holdings for Bunton Creek Village. ~ *James R. Earp, Assistant City Manager*

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

12. *(First Reading)* An Ordinance providing for one-sided parking on Cromwell from Dorman to Kohlers Crossing. ~ *Rick Koch, Mayor Pro Tem*
13. Approval of a contract with Edmondson Reed for 104 S. Burlison and Mary Kyle Hartson Park improvements. ~ *James R. Earp, Assistant City Manager*
14. *(First Reading)* An Ordinance of the City of Kyle, Texas, Amending Chapter 11 Business Regulations, by amending Article II Alcoholic Beverages, Section 11-45 relating to Hours of Operation; providing a severability clause, a savings clause, and open meetings clause; providing an effective date and related matters. ~

*Robert Rizo, Council Member*

15. Authorize and direct City staff to finalize form of MUE for electrical facilities in the public right-of-way in Urban Districts and to bring forward an amendment to the franchise agreement with Pedernales Electrical Cooperative. ~ *James R. Earp, Assistant City Manager*
16. Discussion and possible action for reducing the speed limit on South Old Stagecoach Road. ~ *Robert Rizo, Council Member*

## **IX. Executive Session**

17. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
    - Bunton Goforth Roundabout
    - County Parks Bond
    - Project Dark Gray
    - General Obligation Bond
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
    - Project Indigo
    - Project Shamrock
    - Project Just Peachy
18. Take action on items discussed in Executive Session.

## **X. Adjourn**

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

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

deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."



# CITY OF KYLE, TEXAS

## 2020 0707 Special Minutes

**Meeting Date: 7/21/2020**

**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- 2020 0707 Special Council Meeting Minutes

## SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on July 7, 2020 and due to COVID-19, members attended virtually at <https://www.cityofkyle.com/kyletv/kyle-10-live> and Spectrum 10 with the following persons present:

Mayor Travis Mitchell  
Mayor Pro Tem Rick Koch  
Council Member Dex Ellison  
Council Member Tracy Scheel  
Council Member Robert Rizo  
Council Member Alex Villalobos  
Council Member Michael Tobias  
Scott Sellers, City Manager  
James Earp, Assistant City Manager  
Paige Saenz, City Attorney  
Jerry Hendrix, Chief of Staff  
Samantha Armbruster, Comm. Director  
Jennifer Holm, City Secretary  
Leon Barba, City Engineer  
Diana Torres, Economic Dev Director  
Perwez Moheet, Finance Director  
Sandra Duran, HR Director  
Matt Dawson, IT Director  
Will Atkinson, City Planner  
Mariana Espinoza, Director of Parks and Recreation  
Jeff Barnett, Chief of Police

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

Mayor Mitchell called the meeting to order at 5:02 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Scheel, Council Member Rizo, and Council Member Tobias. A quorum was present. Council Member Villalobos was absent for roll call but arrived at approximately 5:21 p.m. and entered into executive session.

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

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

Mayor Mitchell opened citizen comments at 5:04 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:04 p.m.

### III. Executive Session

2. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
  1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
    - Jansen Easement Acquisition
    - General Obligation Bond
    - Development Agreement for Property on I-35 SBFR
    - Development Agreement for Property on Spooner
    - Development Agreement for Property on Beebe Rd.
    - Development Agreement for Property on Philomena
    - Special Election Ballot Language
    - Alcohol Sales
    - Regional Detention Pond
    - 104 S. Burleson
  2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City
    - Project Indigo

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- Jansen Easement Acquisition, General Obligation Bond, Development Agreement for Property on I-35 SBFR, Development Agreement for Property on Spooner, Development Agreement for Property on Beebe Rd., Development Agreement for Property on Philomena, Special Election Ballot Language, Alcohol Sales, Regional Detention Pond, 104 S. Burleson; Personnel matters pursuant to Section 551.074 - Jesse Espinoza; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Indigo.” The City Council convened into executive session at 5:05 p.m.

3. Take action on items discussed in Executive Session.

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

The City Council reconvened into open session at 7:06 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 Rizo seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 7:07 p.m.

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

Attest:

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





# CITY OF KYLE, TEXAS

2020 0707 Minutes

Meeting Date: 7/21/2020  
Date time:7:00 PM

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ 2020 0707 Regular Council Meeting Minutes

## REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on July 7, 2020 and due to COVID-19, all members attended virtually at <https://www.cityofkyle.com/kyletv/kyle-10-live>, Spectrum 10, with the following persons present:

Mayor Travis Mitchell	Gladys Carrillo
Mayor Pro Tem Rick Koch	Victor Medina
Council Member Dex Ellison	Lee Frieberg
Council Member Tracy Scheel	Susan Engelking
Council Member Robert Rizo	Katie Kam
Council Member Alex Villalobos	John McGinty
Council Member Michael Tobias	Gabe Rodriguez
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Paige Saenz, City Attorney	
Jerry Hendrix, Chief of Staff	
Samantha Armbruster, Comm. Director	
Jennifer Holm, City Secretary	
Carla Sheridan, Assistant City Secretary	
Leon Barba, City Engineer	
Kathy Roecker, Stormwater Mgmt Plan Adm.	
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	
Aimee Garcia, Recreation Programmer	
Will Atkinson, City Planner	
Jeff Barnett, Chief of Police	
Harper Wilder, Director of Public Works	

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

Mayor Mitchell called the meeting to order at 7:08 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

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

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

1. City Council Special Meeting Minutes - June 13, 2020. ~ *Jennifer Holm, City Secretary*
2. City Council Special Meeting Minutes - June 16, 2020. ~ *Jennifer Holm, City Secretary*
3. City Council Meeting Minutes - June 16, 2020. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Villalobos moved to approve the minutes of the June 13, 2020 Special Council Meeting, the minutes of the June 16, 2020 Special Council Meeting and the minutes of the June 16, 2020 Council Meeting. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

### III. Citizen Comment Period with City Council

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

Mayor Mitchell opened citizen comments at 7:10 p.m.

Gladys Carrillo was called to speak as registered. She spoke about the Inaugural Dialogue for Peace and Progress Summit and stated that they had reached out to Mayor Mitchell but received no response and they reached out to Council Member Ellison, but nothing came of their discussions. She appreciated Mr. Sellers' topics for the City Manager's Report this evening. She encouraged the Council to create a Citizen Coalition for the Police Department as part of the City's Charter Section 7.06.

Victor Medina was called to speak as registered. He spoke about Item No.13, saying that it proposes an increased tax rate from 3.5 to 8 percent. He stated that COVID-19 has left the Council spending money on things that are not as important, specifically a new Christmas tree. With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:14 p.m.

### IV. City Manager's Report

- Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
  - City Operations and Programming
  - Spanish PSA Campaign for COVID-19
  - Inaugural Dialogue for Peace and Progress Summit Recap
  - Kyle Mass Food Distribution Events

Mr. Sellers spoke about City Operations and Programming with regards to the adjustments made due to COVID-19. The City Hall is closed, but services remain available to citizens. He spoke about Council meetings and methods for providing citizen comments. He spoke about the Library services, and mentioned that the pool, summer camps, Movies on the Square and Market Days are closed until further notice. He provided many thanks and a brief report regarding the 4th of July fireworks event. Mr. Sellers spoke about the Spanish PSA Campaign for COVID-19, including placards and signs, billboard messages, and additions to Spectrum

Council Member Tobias spoke about this topic, the task force to reach out to the Spanish community. He thanked staff and residents who assisted. Council Member Rizo also spoke about this initiative. Council Members Villalobos and Ellison also commented regarding this initiative as far as reaching the community. Mr. Sellers then provided a recap on the Inaugural Dialogue for Peace and Progress Summit. Mayor Mitchell spoke about the take-aways from this event, the community's sentiments, the talents of the IT and Communications Departments for hosting this

during COVID-19, and the support of the police department. He gave thanks to Council Member Ellison for bringing this forward. Council Member Ellison thanked the Communications Department, specifically Samantha Armbruster, and Matt Dawson of the IT Department, staff, and Council for their support. Mr. Sellers announced the next two Kyle Mass Food Distribution Events, Saturday, July 11 and Thursday, August 13 from 8:00 a.m. - 11:00 a.m. at the Smile Direct facility.

## V. Appointments

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

Mayor Mitchell brought forward Item No. 6 for discussion. Ms. Torres requested the item be postponed until next month. With no objections, Mayor Mitchell moved forward.

## VI. Presentation

7. Parks and Recreation Month Proclamation. ~ *Tracy Scheel, Council Member*

Mayor Mitchell brought forward Agenda Item No.7 for discussion. Council Member Scheel presented the proclamation. Council Member Rizo thanked the Parks Department for keeping the parks and trails open for the residents to have a place to go to during the pandemic.

Council Member Ellison spoke of his appreciation for the Parks Department and the job they do. He also thanked Council Member Scheel for recognizing the department. Mayor Mitchell thanked Ms. Espinoza and her department for their work related to the fireworks event. No action was taken.

8. Approve a Resolution of the City Council of the City of Kyle, Texas affirming support and partnership with the 2020 Census. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward and presented Item No. 8.

Mayor Mitchell moved to approve a Resolution of the City Council of the City of Kyle, Texas affirming support and partnership with the 2020 Census. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Villalobos stated that Kyle is number 5 in the County with regards to the Census. He spoke of the dollars needed, especially in this environment, and the importance of being counted. He believes we are at 55%, but we need to be at 80%. He spoke of the importance for education, fire services, and healthcare. He continued about the confidentiality and ease of completing the survey.

All votes aye; motion carried 7-0.

9. Presentation from HDR regarding update on the Kohlers Crossing Grade Separation Project. ~ *Lee Frieberg, Project Manager*

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

10. Presentation regarding the Transportation & Economic Resiliency Study report. ~ *Kathy Roecker, Stormwater Management Plan Administrator, Susan Engleking, Institute for Community MicroMobility, and Katie Kam, Wheels & Water LLC*

Mayor Mitchell brought forward Agenda Item No. 10 for discussion. Ms. Roecker introduced Ms. Susan Engleking and Ms. Katie Kam who presented the item. No action was taken.

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

Mayor Mitchell brought forward and presented Item No. 11. No action was taken.

## **VII. Consent Agenda**

12. Police Headquarters Construction Manager at Risk Bartlett-Cocke Agreement.  
~ *Jeff Barnett, Chief of Police*
13. Approve a Resolution finding City of Kyle's jurisdictional area affected by the disaster declared by the Governor of the State of Texas related to COVID-19 health pandemic which continues to have an economic impact on Kyle residents, businesses and City operations and to direct the City Manager and the Director of Finance to develop the City's proposed budget and property tax rate calculations for Fiscal Year 2021 based on a 8.0 percent rate cap instead of a 3.5 percent rate cap as allowed under Senate Bill 2. ~ *J. Scott Sellers, City Manager*
14. Approve guidelines and eligibility requirements for implementing the Emergency Utility Bill Relief Grant Program to assist City of Kyle's inside-City residential utility customers who are experiencing financial hardships due to COVID-19 pandemic to pay for their City of Kyle provided utility services bill for the months of March 2020, April 2020, and May 2020.  
~ *J. Scott Sellers, City Manager*
15. Approve Silberberg Sidewalk Extension - Site Plan (4210 Benner - SD-20-0070) A sidewalk extension to connect Fairway Landing sidewalk to Benner along Kohler's Crossing right-of-way. ~ *Howard J. Koontz, Director of Planning and Community Development*  
*Planning and Zoning Commission voted 6-0 to approve the site plan.*
16. Authorize award and execution of a purchase order to BLACK & VEATCH CORPORATION, San Antonio, Texas, in an amount not to exceed \$1,080,000.00 for professional engineering services for construction management and construction inspection for the expansion of the City of Kyle wastewater treatment plant. ~ *Leon Bara, P.E., City Engineer*
17. Approve a contract with VIKING CONSTRUCTION, INC., Georgetown, Texas in an amount not to exceed \$495,866.60 for the 2020 Miscellaneous Streets Micro-Surfacing Project. ~ *Leon Barba, P.E., City Engineer*
18. Hays County Election Services Contract and Joint Election Agreement. ~ *Jennifer Vetrano, City Secretary*

19. Authorize the Chief of Police to execute a Memorandum of Understanding with the Hays County Office of Emergency Management in support of the Standard Response Protocol with local school districts. ~ *Jeff Barnett, Chief of Police*
20. FM 150 Water Facilities Service, Financing, and Construction Agreement. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell stated he would like to pull Item No. 13 to be discussed at the August 1, 2020 budget meeting.

Mayor Mitchell moved to approve Consent Agenda Item Nos. 12, 14, 15, 16, 17, 18, 19 and 20. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

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

21. (First Reading) An ordinance of the City of Kyle, Texas, amending ordinance No. 311, The Plum Creek Planned Unit development Zoning Ordinance; amending Article II, Part C, Section 8(D), Subsection (6) to remove the lot depth requirement for non-residential development within the MXD District; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clauses; and providing for related matters. ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 4-2 to recommend approval.*

- Public Hearing

Mayor Mitchell brought forward Agenda Item No. 21 for discussion. Mr. Will Atkinson, City Planner, presented the item.

Mayor Mitchell opened the public hearing at 8:29 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:29 p.m.

At the conclusion of Item No. 22, Mayor Mitchell asked whether there were any objections to finally passing Item No. 21. There were none. Item No. 21 was finally passed.

Council Member Scheel moved to approve an Ordinance of the City of Kyle, Texas, amending Ordinance No. 311, The Plum Creek Planned Unit development Zoning Ordinance; amending Article II, Part C, Section 8(D), Subsection (6) to remove the lot depth requirement for non-residential development within the MXD District; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clauses; and providing for related matters. Mayor Mitchell seconded the motion. All votes aye; motion carried 7-0.

22. Approve a contract with UBER TECHNOLOGIES, INC., to provide public transit services within the Kyle city limits. ~ *Jerry Hendrix, Chief of Staff*

Mayor Mitchell brought forward Agenda Item No. 22 for discussion. Mr. Hendrix presented the item. Mr. John McGinty provided information on the COVID-19 precautions.

Mayor Mitchell moved to Approve a contract with Uber Technologies, Inc., to provide public transit services within the Kyle city limits. Council Member Rizo seconded the motion.

All votes aye; motion carried 7-0.

23. Approval of Edmondson Reed Proposal in an amount of \$2.5 Million for design and construction of a facility at 104 S Burleson and landscaping at Mary Kyle Hartson Park.

~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Agenda Item No. 23 for discussion. Mr. Sellers presented the item.

Council Member Scheel moved to approval of Edmondson Reed Proposal in an amount of \$2.5 Million for design and construction of a facility at 104 S Burleson and landscaping at Mary Kyle Hartson Park. Mayor Mitchell seconded the motion. All votes aye; motion carried 7-0.

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

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

Mayor Mitchell moved to approve an Ordinance Adopting an Administrative Permitting Process for Authorizing Encroachments in the Right-of-Way and City Easements; Authorizing the City Engineer to Approve Encroachment Applications; Providing for the Approval Forms; Providing an Application Fee; and Providing for Related Matters, and direct staff to bring back amendments for second reading as discussed. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

25. Discussion and Possible Action regarding Pie in the Sky. ~ *Tracy Scheel, Council Member*

Mayor Mitchell brought forward Item No. 6 for discussion and gave the floor to Council Member Scheel. Council Member Scheel and the Council discussed concerns regarding social distancing and the Covid19 epidemic. It was a consensus of Council to cancel the event and was acknowledged accordingly. No action was taken.

## **IX. Executive Session**

26. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
  - Jansen Easement Acquisition
  - General Obligation Bond
  - Development Agreement for Property on 1-35 SBFR

- Development Agreement for Property on Spooner
  - Development Agreement for Property on Beebe Rd.
  - Development Agreement for Property on Philomena
  - Special Election Ballot Language.
  - Alcohol Sales
  - Regional Detention Pond
  - 104 S. Burlison
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
  3. Personnel matters pursuant to Section 551.074.
  4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
    - Project Indigo

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- Alcohol Sales and Regional Detention Pond; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Indigo.”

The City Council convened into executive session at 9:06 p.m.

27. Take action on items discussed in Executive Session.

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

The City Council reconvened into open session at 10:12 p.m. Mayor Mitchell announced that no action took place in Executive Session, but action would be taken now.

Council Member Rizo moved to direct staff to bring back an ordinance amending the bar hours to close at midnight on Sunday - Thursday. Council Member Villalobos seconded the motion.

There was discussion on the motion. Council Member Rizo spoke about issues and incidents around the downtown areas and ensure care for the local families. Mayor Mitchell thanked Council Member Rizo for bringing this item forward.

All votes aye; motion carried 6-0. Mayor Mitchell was absent for the vote.



**X. Adjourn**

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

With no further business to discuss, the City Council adjourned at 10:16 p.m.

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

Attest:

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

DRAFT



# CITY OF KYLE, TEXAS

## City Manager's Report

Meeting Date: 7/21/2020

Date time: 7:00 PM

**Subject/Recommendation:** Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *James R. Earp, Assistant City Manager*

- Kyle Cares grant update

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Civil Service Commission Reappointment

**Meeting Date: 7/21/2020**  
**Date time:7:00 PM**

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

- Stuart Kirkwood

**Other Information:** Mr. Kirkwood was previously appointed on April 4, 2017 to fill an unexpired term which expired July 31, 2017. He was reappointed for a term which expires July 31, 2020.

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## 6 Creeks Annual Service Plan Update

**Meeting Date: 7/21/2020**  
**Date time: 7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

□ 2020-07-09\_KYL\_6\_Creeks\_2020\_SAP\_Update\_V2.1



**6 CREEKS**  
**PUBLIC IMPROVEMENT DISTRICT**  
**2020 ANNUAL SERVICE PLAN UPDATE**

JULY 21, 2020

## INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the 2019 Amended and Restated Service and Assessment Plan (the “2019 SAP”) used for the issuance of Bonds.

On June 6, 2017, the City Council passed and approved Resolution No. 1065 authorizing the creation of the Blanco River Ranch Public Improvement District in accordance with the Act, which authorization was effective upon publication as required by the Act.

On September 18, 2018, the City Council authorized the renaming of the Blanco River Ranch Public Improvement District to 6 Creeks Public Improvement District. Accordingly, the public improvement district established as Blanco River Ranch Public Improvement District is now and shall hereafter be known and referred to as 6 Creeks Public Improvement District.

On October 1, 2018, the City Council passed and approved Ordinance No. 1018 approving the Original Service and Assessment Plan and authorizing the levy of Assessments on Improvement Area #1 Assessed Property.

On May 7, 2019, the City Council passed and approved Ordinance No. 1034 approving an Amended and Restated Service and Assessment Plan which updated the Improvement Area #1 Assessment Roll for 2019. The 2019 SAP identifies the Authorized Improvements to be provided, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property for the costs of the Authorized Improvements. The City Council also adopted an Assessment Roll identifying the Assessments on each Lot, based on the method of assessment identified in the 2019 SAP.

Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2020. This Annual Service Plan Update also updates the Assessment Roll for 2020.

## LISTED EVENTS

There have not been any Listed Events in the District.

## PARCEL SUBDIVISION

- The final plat for 6 Creeks – Phase 1, Section 1 consisting of 110 residential Lots and 4 non-benefitted Lots within Hays County, was recorded in the official public records of the County on November 5, 2018. 73 units are classified as Lot Type 1, 37 units are classified as Lot Type 3, and 4 Lots are Non-Benefitted Property.
- The final plat for 6 Creeks – Phase 1, Section 3 consisting of 103 residential Lots and 4 non-benefitted Lots within Hays County, was recorded in the official public records of the County on June 14, 2019. 49 units are classified as Lot Type 2, 54 units are classified as Lot Type 4, and 4 Lots are Non-Benefitted Property.

See **Exhibit B** for the final plat for Phase 1 – Section 3.

## LOT AND HOME SALES

Per the Quarterly Report dated March 31, 2020, there are currently 213 completed Lots in Improvement Area #1. Of the 213 Lots, 152 Lots are closed to a homebuilder and 24 homes are closed to end-users. 58 homes are currently under construction.

See **Exhibit C** for homebuyer disclosures.

## OUTSTANDING ASSESSMENT

Improvement Area #1 has an outstanding Assessment of \$11,883,833.80.

## ANNUAL INSTALLMENT DUE 1/31/2021

- **Improvement Area #1 Bonds Principal and Interest** – The total principal and interest required for the Annual Installment is \$522,731.26.
- **Improvement Area #1 Bonds Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture, of \$412,225.00 has not been met. As such, the Additional Interest Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$37,475.00.
- **Improvement Area #1 Reimbursement Agreement Principal and Interest** – The total principal and interest required for the Annual Installment is \$352,181.20.

- Annual Collection Costs** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$37,060.00.

Due January 31, 2021	
<i>Improvement Area #1 Bonds</i>	
Principal	\$ 185,000.00
Interest	\$ 337,731.26
	\$ 522,731.26
Additional Interest	\$ 37,475.00
<i>Improvement Area #1 Reimbursement Agreement</i>	
Principal	\$ 86,981.20
Interest	\$ 265,200.00
	\$ 352,181.20
Annual Collection Costs	\$ 37,060.00
<b>Total Annual Installment</b>	<b>\$ 949,447.46</b>

See **Exhibit D** for the debt service schedule for the PID Bonds as shown in the official statement.

**PREPAYMENT OF ASSESSMENTS IN FULL**

The following is a list of all Parcels or Lots that made a Prepayment in full.

Improvement Area #1		
Property ID	Lot Type	Prepayment Date
R163874	1	3/30/2020

**PARTIAL PREPAYMENT OF ASSESSMENTS**

The following is a list of all Parcels or Lots that made a partial prepayment.

Improvement Area #1		
Property ID	Lot Type	Prepayment Amount
R163940	1	\$ 100.00



## BOND FUND

P3Works has reviewed the following bond accounts related to Improvement Area #1 Bonds of the 6 Creeks PID as of March 31, 2020 and each account contains the amount shown below.

Account:	3/31/2020 Balance
<b>PID Collection Account</b>	\$94,476.93
<b>Pledged Revenue Fund</b>	\$0.00
<b>Bond Fund</b>	
Capitalized Interest Account	\$172,845.60
<b>Project Fund</b>	
PID Improvements Account	\$1,014.60
PID Costs of Issuance Account	\$2.88
<b>Redemption Fund</b>	\$0.00
<b>Reserve Fund</b>	
Reserve Account	\$530,943.52
Additional Interest Reserve Account	\$5,162.07
<b>Rebate Fund</b>	\$0.00
<b>Reimbursement Fund</b>	\$0.00
<b>Administrative Fund</b>	\$1,516.09

## AUTHORIZED IMPROVEMENTS

The budget for the Authorized Improvements remains at \$9,768,198 as shown on the table below. All Improvement Area #1 Improvements have been completed and accepted by the City. In the Major Improvement Area, Street improvements have been completed and accepted by the County, and the Lift Station improvements have been completed and accepted by the City.

	Improvement Area #1		
	Budget <sup>1</sup>	Spent to Date <sup>2</sup>	Percent Complete
<i>Major Improvements</i>			
WWTP Capacity Payment	\$ 33,028	\$ -	0.00%
Lift Station & Force Main	78,837	37,704	47.82%
Offsite Water	290,023	15,133	5.22%
Old Stagecoach Road	217,517	12,874	5.92%
Parks & Trails	274,071	-	0.00%
Entry, Walls & Landscaping	680,103	43,162	6.35%
	\$ 1,573,579	\$ 108,873	6.92%
<i>Improvement Area #1 Improvements</i>			
Streets	\$ 2,418,456	\$ 2,209,347	91.35%
Water	1,225,821	1,100,428	89.77%
Wastewater	1,585,623	1,334,815	84.18%
Drainage	1,177,239	453,093	38.49%
Detention/WQP	1,787,480	700,510	39.19%
	\$ 8,194,619	\$ 5,798,193	70.76%
	<b>\$ 9,768,198</b>	<b>\$ 5,907,066</b>	<b>60.47%</b>

Notes:

<sup>1</sup> Not including 15% in soft costs.

<sup>2</sup> Per Quarterly Report dated March 31, 2020.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Improvement Area #1				
Annual Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
<i>Improvement Area #1 Bonds</i>						
Principal		\$ 185,000.00	\$ 190,000.00	\$200,000.00	\$ 210,000.00	\$ 215,000.00
Interest		\$ 337,731.26	\$ 330,562.50	\$323,200.00	\$ 315,450.00	\$ 307,312.50
	(1)	\$ 522,731.26	\$ 520,562.50	\$523,200.00	\$ 525,450.00	\$ 522,312.50
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ 86,981.20	\$ 92,200.07	\$ 97,732.08	\$ 103,596.00	\$ 109,811.76
Interest		\$ 265,200.00	\$ 259,981.13	\$254,449.12	\$ 248,585.20	\$ 242,369.44
	(2)	\$ 352,181.20	\$ 352,181.20	\$352,181.20	\$ 352,181.20	\$ 352,181.20
Annual Collection Costs		\$ 37,060.00	\$ 37,801.20	\$ 38,557.22	\$ 39,328.37	\$ 40,114.94
Additonal Interest Reserve		\$ 37,475.00	\$ 36,550.00	\$ 35,600.00	\$ 34,600.00	\$ 33,550.00
	(3)	\$ 74,535.00	\$ 74,351.20	\$ 74,157.22	\$ 73,928.37	\$ 73,664.94
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 949,447.46</b>	<b>\$ 947,094.90</b>	<b>\$949,538.43</b>	<b>\$ 951,559.57</b>	<b>\$ 948,158.64</b>

## EMINENT DOMAIN PREPAYMENT

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment,

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

## **ASSESSMENT ROLL**

The list of current Lots within the PID, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Lots shown on the Assessment Roll will receive the bills for the 2020 Annual Installments which will be delinquent if not paid by January 31, 2021.

Due to the full and partial Prepayments, the Improvement Area #1 Annual Installment billed will not match the Improvement Area #1 Annual Installment due until PID Bonds are redeemed.

**EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2021
R163837	3		\$ 38,832.75	\$ 3,094.39
R163838	3		\$ 38,832.75	\$ 3,094.39
R163839	3		\$ 38,832.75	\$ 3,094.39
R163840	3		\$ 38,832.75	\$ 3,094.39
R163841	3		\$ 38,832.75	\$ 3,094.39
R163842	3		\$ 38,832.75	\$ 3,094.39
R163843	Open Space		\$ -	\$ -
R163844	3		\$ 38,832.75	\$ 3,094.39
R163845	3		\$ 38,832.75	\$ 3,094.39
R163846	3		\$ 38,832.75	\$ 3,094.39
R163847	3		\$ 38,832.75	\$ 3,094.39
R163848	3		\$ 38,832.75	\$ 3,094.39
R163849	3		\$ 38,832.75	\$ 3,094.39
R163850	3		\$ 38,832.75	\$ 3,094.39
R163851	1		\$ 31,066.20	\$ 2,475.51
R163852	1		\$ 31,066.20	\$ 2,475.51
R163853	1		\$ 31,066.20	\$ 2,475.51
R163854	1		\$ 31,066.20	\$ 2,475.51
R163855	1		\$ 31,066.20	\$ 2,475.51
R163856	1		\$ 31,066.20	\$ 2,475.51
R163857	1		\$ 31,066.20	\$ 2,475.51
R163858	1		\$ 31,066.20	\$ 2,475.51
R163859	1		\$ 31,066.20	\$ 2,475.51
R163860	1		\$ 31,066.20	\$ 2,475.51
R163861	1		\$ 31,066.20	\$ 2,475.51
R163862	1		\$ 31,066.20	\$ 2,475.51
R163863	1		\$ 31,066.20	\$ 2,475.51
R163864	1		\$ 31,066.20	\$ 2,475.51
R163865	1		\$ 31,066.20	\$ 2,475.51
R163866	1		\$ 31,066.20	\$ 2,475.51
R163867	1		\$ 31,066.20	\$ 2,475.51
R163868	1		\$ 31,066.20	\$ 2,475.51
R163869	1		\$ 31,066.20	\$ 2,475.51
R163870	1		\$ 31,066.20	\$ 2,475.51
R163871	1		\$ 31,066.20	\$ 2,475.51
R163872	1		\$ 31,066.20	\$ 2,475.51
R163873	1		\$ 31,066.20	\$ 2,475.51
R163874	1	[a]	\$ -	\$ -
R163875	1		\$ 31,066.20	\$ 2,475.51
R163876	1		\$ 31,066.20	\$ 2,475.51

Property ID	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2021
R163877	1		\$ 31,066.20	\$ 2,475.51
R163878	1		\$ 31,066.20	\$ 2,475.51
R163879	1		\$ 31,066.20	\$ 2,475.51
R163880	1		\$ 31,066.20	\$ 2,475.51
R163881	1		\$ 31,066.20	\$ 2,475.51
R163882	1		\$ 31,066.20	\$ 2,475.51
R163883	1		\$ 31,066.20	\$ 2,475.51
R163884	1		\$ 31,066.20	\$ 2,475.51
R163885	1		\$ 31,066.20	\$ 2,475.51
R163886	1		\$ 31,066.20	\$ 2,475.51
R163887	1		\$ 31,066.20	\$ 2,475.51
R163888	1		\$ 31,066.20	\$ 2,475.51
R163889	1		\$ 31,066.20	\$ 2,475.51
R163890	1		\$ 31,066.20	\$ 2,475.51
R163891	1		\$ 31,066.20	\$ 2,475.51
R163892	1		\$ 31,066.20	\$ 2,475.51
R163893	1		\$ 31,066.20	\$ 2,475.51
R163894	Open Space		\$ -	\$ -
R163895	Open Space		\$ -	\$ -
R163896	3		\$ 38,832.75	\$ 3,094.39
R163897	3		\$ 38,832.75	\$ 3,094.39
R163898	3		\$ 38,832.75	\$ 3,094.39
R163899	3		\$ 38,832.75	\$ 3,094.39
R163900	3		\$ 38,832.75	\$ 3,094.39
R163901	3		\$ 38,832.75	\$ 3,094.39
R163902	3		\$ 38,832.75	\$ 3,094.39
R163903	3		\$ 38,832.75	\$ 3,094.39
R163904	3		\$ 38,832.75	\$ 3,094.39
R163905	3		\$ 38,832.75	\$ 3,094.39
R163906	3		\$ 38,832.75	\$ 3,094.39
R163907	3		\$ 38,832.75	\$ 3,094.39
R163908	3		\$ 38,832.75	\$ 3,094.39
R163909	Open Space		\$ -	\$ -
R163910	1		\$ 31,066.20	\$ 2,475.51
R163911	1		\$ 31,066.20	\$ 2,475.51
R163912	1		\$ 31,066.20	\$ 2,475.51
R163913	1		\$ 31,066.20	\$ 2,475.51
R163914	1		\$ 31,066.20	\$ 2,475.51
R163915	1		\$ 31,066.20	\$ 2,475.51
R163916	1		\$ 31,066.20	\$ 2,475.51

Property ID	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2021
R163917	1		\$ 31,066.20	\$ 2,475.51
R163918	1		\$ 31,066.20	\$ 2,475.51
R163919	1		\$ 31,066.20	\$ 2,475.51
R163920	1		\$ 31,066.20	\$ 2,475.51
R163921	1		\$ 31,066.20	\$ 2,475.51
R163922	1		\$ 31,066.20	\$ 2,475.51
R163923	1		\$ 31,066.20	\$ 2,475.51
R163924	1		\$ 31,066.20	\$ 2,475.51
R163925	1		\$ 31,066.20	\$ 2,475.51
R163926	1		\$ 31,066.20	\$ 2,475.51
R163927	1		\$ 31,066.20	\$ 2,475.51
R163928	3		\$ 38,832.75	\$ 3,094.39
R163929	3		\$ 38,832.75	\$ 3,094.39
R163930	3		\$ 38,832.75	\$ 3,094.39
R163931	3		\$ 38,832.75	\$ 3,094.39
R163932	3		\$ 38,832.75	\$ 3,094.39
R163933	3		\$ 38,832.75	\$ 3,094.39
R163934	3		\$ 38,832.75	\$ 3,094.39
R163935	3		\$ 38,832.75	\$ 3,094.39
R163936	3		\$ 38,832.75	\$ 3,094.39
R163937	3		\$ 38,832.75	\$ 3,094.39
R163938	3		\$ 38,832.75	\$ 3,094.39
R163939	1		\$ 31,066.20	\$ 2,475.51
R163940	1	[b]	\$ 30,966.20	\$ 2,467.54
R163941	1		\$ 31,066.20	\$ 2,475.51
R163942	1		\$ 31,066.20	\$ 2,475.51
R163943	1		\$ 31,066.20	\$ 2,475.51
R163944	1		\$ 31,066.20	\$ 2,475.51
R163945	1		\$ 31,066.20	\$ 2,475.51
R163946	1		\$ 31,066.20	\$ 2,475.51
R163947	1		\$ 31,066.20	\$ 2,475.51
R163948	1		\$ 31,066.20	\$ 2,475.51
R163949	1		\$ 31,066.20	\$ 2,475.51
R163950	1		\$ 31,066.20	\$ 2,475.51
R165442	2		\$ 34,308.96	\$ 2,733.91
R165443	2		\$ 34,308.96	\$ 2,733.91
R165444	2		\$ 34,308.96	\$ 2,733.91
R165445	2		\$ 34,308.96	\$ 2,733.91
R165446	2		\$ 34,308.96	\$ 2,733.91
R165447	2		\$ 34,308.96	\$ 2,733.91

Property ID	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2021
R165448	2		\$ 34,308.96	\$ 2,733.91
R165449	2		\$ 34,308.96	\$ 2,733.91
R165450	2		\$ 34,308.96	\$ 2,733.91
R165451	2		\$ 34,308.96	\$ 2,733.91
R165452	2		\$ 34,308.96	\$ 2,733.91
R165453	2		\$ 34,308.96	\$ 2,733.91
R165454	2		\$ 34,308.96	\$ 2,733.91
R165455	2		\$ 34,308.96	\$ 2,733.91
R165456	2		\$ 34,308.96	\$ 2,733.91
R165457	2		\$ 34,308.96	\$ 2,733.91
R165458	2		\$ 34,308.96	\$ 2,733.91
R165459	2		\$ 34,308.96	\$ 2,733.91
R165460	2		\$ 34,308.96	\$ 2,733.91
R165461	2		\$ 34,308.96	\$ 2,733.91
R165462	2		\$ 34,308.96	\$ 2,733.91
R165463	2		\$ 34,308.96	\$ 2,733.91
R165464	4		\$ 46,784.95	\$ 3,728.06
R165465	4		\$ 46,784.95	\$ 3,728.06
R165466	4		\$ 46,784.95	\$ 3,728.06
R165467	4		\$ 46,784.95	\$ 3,728.06
R165468	4		\$ 46,784.95	\$ 3,728.06
R165469	4		\$ 46,784.95	\$ 3,728.06
R165470	4		\$ 46,784.95	\$ 3,728.06
R165471	4		\$ 46,784.95	\$ 3,728.06
R165472	4		\$ 46,784.95	\$ 3,728.06
R165473	4		\$ 46,784.95	\$ 3,728.06
R165474	4		\$ 46,784.95	\$ 3,728.06
R165475	4		\$ 46,784.95	\$ 3,728.06
R165476	4		\$ 46,784.95	\$ 3,728.06
R165477	4		\$ 46,784.95	\$ 3,728.06
R165478	4		\$ 46,784.95	\$ 3,728.06
R165479	4		\$ 46,784.95	\$ 3,728.06
R165480	4		\$ 46,784.95	\$ 3,728.06
R165481	4		\$ 46,784.95	\$ 3,728.06
R165482	4		\$ 46,784.95	\$ 3,728.06
R165483	4		\$ 46,784.95	\$ 3,728.06
R165484	4		\$ 46,784.95	\$ 3,728.06
R165485	4		\$ 46,784.95	\$ 3,728.06
R165486	4		\$ 46,784.95	\$ 3,728.06
R165487	4		\$ 46,784.95	\$ 3,728.06

Property ID	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2021
R165488	4		\$ 46,784.95	\$ 3,728.06
R165489	4		\$ 46,784.95	\$ 3,728.06
R165490	4		\$ 46,784.95	\$ 3,728.06
R165491	Open Space		\$ -	\$ -
R165492	Open Space		\$ -	\$ -
R165493	2		\$ 34,308.96	\$ 2,733.91
R165494	2		\$ 34,308.96	\$ 2,733.91
R165495	2		\$ 34,308.96	\$ 2,733.91
R165496	2		\$ 34,308.96	\$ 2,733.91
R165497	2		\$ 34,308.96	\$ 2,733.91
R165498	2		\$ 34,308.96	\$ 2,733.91
R165499	2		\$ 34,308.96	\$ 2,733.91
R165500	2		\$ 34,308.96	\$ 2,733.91
R165501	2		\$ 34,308.96	\$ 2,733.91
R165502	2		\$ 34,308.96	\$ 2,733.91
R165503	4		\$ 46,784.95	\$ 3,728.06
R165504	2		\$ 34,308.96	\$ 2,733.91
R165505	4		\$ 46,784.95	\$ 3,728.06
R165506	2		\$ 34,308.96	\$ 2,733.91
R165507	2		\$ 34,308.96	\$ 2,733.91
R165508	2		\$ 34,308.96	\$ 2,733.91
R165509	2		\$ 34,308.96	\$ 2,733.91
R165510	2		\$ 34,308.96	\$ 2,733.91
R165511	2		\$ 34,308.96	\$ 2,733.91
R165512	2		\$ 34,308.96	\$ 2,733.91
R165513	2		\$ 34,308.96	\$ 2,733.91
R165514	2		\$ 34,308.96	\$ 2,733.91
R165515	2		\$ 34,308.96	\$ 2,733.91
R165516	2		\$ 34,308.96	\$ 2,733.91
R165517	2		\$ 34,308.96	\$ 2,733.91
R165518	2		\$ 34,308.96	\$ 2,733.91
R165519	2		\$ 34,308.96	\$ 2,733.91
R165520	2		\$ 34,308.96	\$ 2,733.91
R165521	2		\$ 34,308.96	\$ 2,733.91
R165522	2		\$ 34,308.96	\$ 2,733.91
R165523	4		\$ 46,784.95	\$ 3,728.06
R165524	4		\$ 46,784.95	\$ 3,728.06
R165525	4		\$ 46,784.95	\$ 3,728.06
R165526	4		\$ 46,784.95	\$ 3,728.06
R165527	4		\$ 46,784.95	\$ 3,728.06



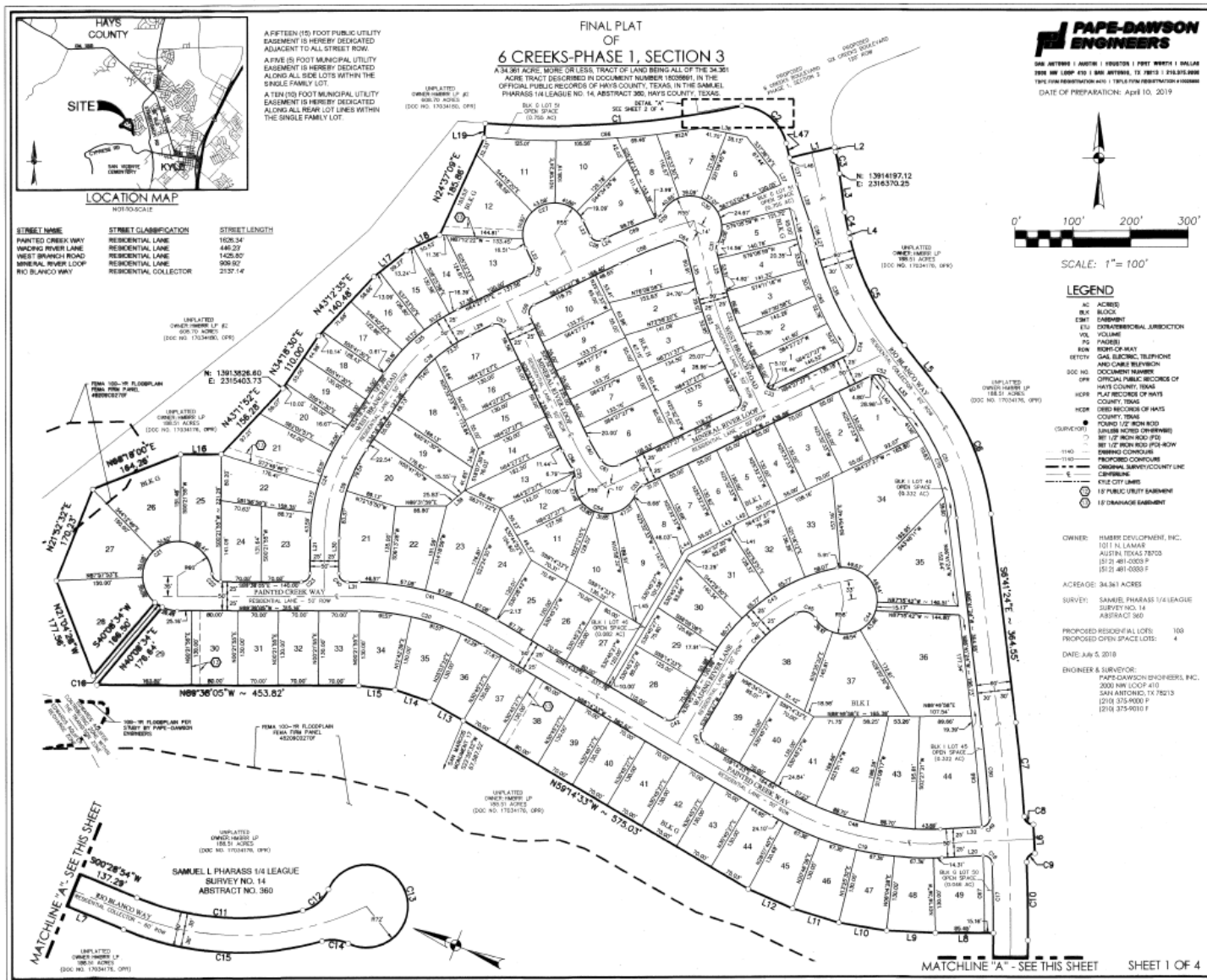
Property ID	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment	Installment due 1/31/2021
R165528	4		\$ 46,784.95	\$ 3,728.06
R165529	4		\$ 46,784.95	\$ 3,728.06
R165530	4		\$ 46,784.95	\$ 3,728.06
R165531	4		\$ 46,784.95	\$ 3,728.06
R165532	4		\$ 46,784.95	\$ 3,728.06
R165533	4		\$ 46,784.95	\$ 3,728.06
R165534	4		\$ 46,784.95	\$ 3,728.06
R165535	4		\$ 46,784.95	\$ 3,728.06
R165536	4		\$ 46,784.95	\$ 3,728.06
R165537	4		\$ 46,784.95	\$ 3,728.06
R165538	4		\$ 46,784.95	\$ 3,728.06
R165539	4		\$ 46,784.95	\$ 3,728.06
R165540	4		\$ 46,784.95	\$ 3,728.06
R165541	4		\$ 46,784.95	\$ 3,728.06
R165542	4		\$ 46,784.95	\$ 3,728.06
R165543	4		\$ 46,784.95	\$ 3,728.06
R165544	4		\$ 46,784.95	\$ 3,728.06
R165545	4		\$ 46,784.95	\$ 3,728.06
R165546	4		\$ 46,784.95	\$ 3,728.06
R165547	Open Space		\$ -	\$ -
R165548	Open Space		\$ -	\$ -
R166980	Open Space		\$ -	\$ -
R164466	Open Space		\$ -	\$ -
R169320	Open Space		\$ -	\$ -
R156027	Unplatted Property		\$ 4,015,305.86	\$ 319,959.88
<b>Total</b>			<b>\$11,883,833.80</b>	<b>\$ 946,963.98</b>

Notes:

[a] Full Prepayment

[b] Partial Prepayment

# EXHIBIT B – FINAL PLAT OF 6 CREEKS – PHASE 1, SECTION 3





FINAL PLAT  
OF  
6 CREEKS-PHASE 1, SECTION 3



REVISED METERS AND BOUNDS DESCRIPTION FOR

A 34.361 ACRE, MORE OR LESS, TRACT OF LAND CONVEYED TO HMBRR DEVELOPMENT, INC., BY INSTRUMENT RECORDED IN DOCUMENT NO. 1865899 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARRIS & LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS. SAID 34.361 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, FROM THE NORTH AMERICAN DATUM OF 1983 (NAD 83 (NAD83)) EPOCH 2010.02:

COMMENCING AT A POINT MAGNAIL AT THE SOUTHERNMOST CORNER OF SAID 188.51 ACRE TRACT;

THENCE N 40°28'15" E, ALONG AND WITH THE SOUTHEAST LINE OF SAID 188.51 ACRE TRACT, AT A DISTANCE OF 111.03 FEET PARALLEL TO THE WEST CORNER OF THE 132.56 ACRE TRACT DESCRIBED IN VOLUME 580A, PAGE 246 IN SAID OFFICIAL PUBLIC RECORDS, CONTINUING A TOTAL DISTANCE OF 386.51 FEET TO A POINT FROM WHICH A TANGENT 1/4 IRON ROD MARKED - 1/2" X 1/2" KEY AT AN ANGLE POINT OF SAID 188.51 ACRE TRACT AND SAID 132.56 ACRE TRACT BEARS N 49°59'18" E, DISTANCE OF 77.131 FEET;

THENCE N 41°30'42" W, DEPARTING THE NORTHEAST LINE OF SAID 188.51 ACRE TRACT AND THE NORTHWEST LINE OF SAID 130.96 ACRE TRACT, OVER AND ACROSS SAID 188.51 ACRE TRACT, A DISTANCE OF 2513.94 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

N 40°03'41" E, A DISTANCE OF 176.64 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

NORTH WESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 149°05'24", A CHORD BEARING AND DISTANCE OF N 57°50'40" W, 85.59 FEET, FOR AN ARC LENGTH OF 15.5 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 40°03'41" W, A DISTANCE OF 100.50 FEET TO SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 27°42'08" W, A DISTANCE OF 177.56 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 12°12'30" E, A DISTANCE OF 170.23 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 08°18'00" E, A DISTANCE OF 164.28 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 03°00'00" E, A DISTANCE OF 70.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 43°12'52" E, A DISTANCE OF 156.28 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 04°18'30" E, A DISTANCE OF 110.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 43°12'52" E, A DISTANCE OF 140.46 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 51°41'00" E, A DISTANCE OF 79.28 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 04°27'27" E, A DISTANCE OF 63.77 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 24°57'06" E, A DISTANCE OF 585.96 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 04°50'00" E, A DISTANCE OF 25.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON TO THE NORTH LINE OF SAID 188.51 ACRE TRACT AND A SOUTH LINE OF THE 686.70 ACRE TRACT DESCRIBED IN DOCUMENT NO. 1704916 IN SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH-EASTERLY, ALONG AND WITH THE NORTH LINE OF SAID 188.51 ACRE TRACT AND A SOUTH LINE OF SAID 686.70 ACRE TRACT, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1360.00 FEET, A CENTRAL ANGLE OF 107°28'44", A CHORD BEARING AND DISTANCE OF N 09°05'10" E, 480.00 FEET, FOR AN ARC LENGTH OF 407.77 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

THENCE DEPARTING THE NORTH LINE OF SAID 188.51 ACRE TRACT AND A SOUTH LINE OF SAID 686.70 ACRE TRACT, OVER AND ACROSS SAID 188.51 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

SOUTH WESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 72°49'54", A CHORD BEARING AND DISTANCE OF S 40°36'16" E, 109.73 FEET, FOR AN ARC LENGTH OF 197.81 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 10°18'00" E, A DISTANCE OF 25.76 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 70°41'00" E, A DISTANCE OF 86.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 10°18'00" E, A DISTANCE OF 8.50 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 09°40'10", A CHORD BEARING AND DISTANCE OF S 10°27'50" E, 38.24 FEET, FOR AN ARC LENGTH OF 38.25 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 07°52'47" E, A DISTANCE OF 67.78 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 383.00 FEET, A CENTRAL ANGLE OF 40°30'38", A CHORD BEARING AND DISTANCE OF S 10°27'50" E, 38.86 FEET, FOR AN ARC LENGTH OF 38.91 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 13°12'58" E, A DISTANCE OF 102.24 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1170°59'18" E, A RADIUS OF 460.54 FEET, A CENTRAL ANGLE OF 20°25'29", A CHORD BEARING AND DISTANCE OF S 26°40'15" E, 206.12 FEET, FOR AN ARC LENGTH OF 216.62 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 09°07'47" E, A DISTANCE OF 98.19 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 37°02'27", A CHORD BEARING AND DISTANCE OF S 02°00'30" E, 233.00 FEET, FOR AN ARC LENGTH OF 286.66 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 09°47'24" E, A DISTANCE OF 304.55 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 303.00 FEET, A CENTRAL ANGLE OF 07°02'02", A CHORD BEARING AND DISTANCE OF S 02°00'30" E, 163.88 FEET, FOR AN ARC LENGTH OF 163.89 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 37°49'57", A CHORD BEARING AND DISTANCE OF S 40°12'34" E, 21.07 FEET, FOR AN ARC LENGTH OF 23.36 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 05°25'10" E, A DISTANCE OF 50.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH WESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 8 02°59'19" E, A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF 89°14'30", A CHORD BEARING AND DISTANCE OF S 42°32'19" W, 21.07 FEET, FOR AN ARC LENGTH OF 23.36 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 303.00 FEET, A CENTRAL ANGLE OF 02°34'54", A CHORD BEARING AND DISTANCE OF S 09°48'57" E, 135.70 FEET, FOR AN ARC LENGTH OF 132.79 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

S 08°05'54" W, A DISTANCE OF 157.29 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 39°42'17", A CHORD BEARING AND DISTANCE OF S 17°22'14" E, 286.17 FEET, FOR AN ARC LENGTH OF 289.69 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH-EASTERLY, ALONG A COMPOUND CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 69.96 FEET, A CENTRAL ANGLE OF 52°43'32", A CHORD BEARING AND DISTANCE OF S 41°36'16" E, 57.73 FEET, FOR AN ARC LENGTH OF 58.92 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

SOUTH WESTERLY, ALONG A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 72.50 FEET, A CENTRAL ANGLE OF 277°58'52", A CHORD BEARING AND DISTANCE OF S 47°52'30" W, 100.36 FEET, FOR AN ARC LENGTH OF 341.36 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

NORTH WESTERLY, ALONG A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 69.96 FEET, A CENTRAL ANGLE OF 41°17'54", A CHORD BEARING AND DISTANCE OF N 16°52'52" W, 45.87 FEET, FOR AN ARC LENGTH OF 46.90 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

NORTH WESTERLY, ALONG A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 37°54'54", A CHORD BEARING AND DISTANCE OF N 04°38'32" W, 344.36 FEET, FOR AN ARC LENGTH OF 356.72 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 08°28'22" E, A DISTANCE OF 144.14 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 04°44'40" W, A DISTANCE OF 199.61 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 08°28'22" E, A DISTANCE OF 88.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 08°10'00" W, A DISTANCE OF 83.06 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 72°52'59" W, A DISTANCE OF 83.06 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 08°01'00" W, A DISTANCE OF 84.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 09°14'30" W, A DISTANCE OF 570.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 03°29'27" W, A DISTANCE OF 86.00 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 11°07'00" W, A DISTANCE OF 83.46 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 02°27'49" W, A DISTANCE OF 63.44 FEET TO A SET 1/4 IRON ROD WITH A YELLOW CAP MARKED PAPE-DAWSON ;

N 08°38'55" W, A DISTANCE OF 483.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.361 ACRES IN HAYS COUNTY, TEXAS, SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY DESCRIPTION AND MAP PREPARED UNDER JOB NUMBER 01-81-98 BY PAPE-DAWSON ENGINEERS, INC.

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS PLAT FALLS WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSECTION ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INTERDEPENDENT SCHOOL DISTRICT.
4. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48208C0270.F, EFFECTIVE DATE OF SEPTEMBER 2, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURBS AND GUTTER.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS APPROX. L.F.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 5.00 ACRES.
10. ALL STREETS TO BE PUBLIC, PAVED AND MAINTAINED BY THE COUNTY.
11. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERRECTED WITHIN DRAINAGE EASEMENTS.
12. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION POND AND RIGHT-OF-WAY TO THE PARCELMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
13. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2009 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THIS SUBDIVISION IS WITHIN THE CITY OF KYLE, TEXAS.
15. ELECTRICITY PROVIDED BY PEERLESS ELECTRIC COMPANY.
16. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
17. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
18. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS.
19. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE, COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
20. FOR THE TWO (2), FIVE (5), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
21. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #9 AND #8.
22. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH (PHASE ONE) RESIDENTIAL AREA DE-ANNEXATION AND DEVELOPMENT AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONERS COURT ON MARCH 21, 2017.
23. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
24. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 781, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
25. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
26. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF RIO BLANCO WAY, AND PAINTED CREEK WAY. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS. SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #30, ARTICLE V, SEC. 10, KYLE CODE)
27. ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER B.03.
28. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.
29. ROAD WAY CLASSIFICATIONS ARE PER THE BLANCO RIVER RANCH (PHASE 1) RESIDENTIAL AREA DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT # 1701666).

6 CREEKS-PHASE 1, SECTION 3  
Civil Job No. 01-81-10; Survey Job No. 57068-00

DATE: 04/10/2019 10:20:00 AM  
BY: C:\Users\kda\Documents\Projects\2019\01-81-10



FINAL PLAT  
OF  
6 CREEKS-PHASE 1, SECTION 3

**PAPE-DAWSON ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 HW LOOP 410 | SAN ANTONIO, TX 78219 | 214.215.8000  
TSPS FIRM REGISTRATION NO. 1 | TSPS FIRM REGISTRATION #188880  
DATE OF PREPARATION: April 10, 2019

THE STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HWRR DEVELOPMENT INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED OCTOBER 9, 2018, RECORDED IN DOCUMENT NUMBER 1802881, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 34.361 ACRES OF LAND OUT OF THE SAMUEL PHARRAS 1/4 LEASE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 3

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

*[Signature]*

HWRR DEVELOPMENT, INC.  
BY: BLAKE MAGES  
PRESIDENT  
1011 N. LAMAR  
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Blake Mages KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CONVEYANCE, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF April 10, 2019, A.D.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

*[Signature]*  
PRINTED NOTARY'S NAME  
MY COMMISSION EXPIRES: 5-15-22



THE STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER OF AMERICAN BANK, N.A. THE LEND HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 1802881, OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF April, A.D. 2019

*[Signature]*  
CLARE L. BRANSON  
AMERICAN BANK, N.A.  
CONSTRUCTION LENDING OFFICER  
3500 BEE CAVES ROAD, SUITE 200  
AUSTIN, TX 78748

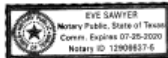
THE STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 16 DAY OF April, 2019

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

*[Signature]*  
PRINTED NOTARY'S NAME



THE STATE OF TEXAS §  
COUNTY OF HAYS §

INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19th DAY OF June, 2019, A.D. AT 5:31 O'CLOCK P.M. AND DAILY RECORDED ON THE 19th DAY OF June, 2019, A.D. AT 5:31 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN OFF # 15070154

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE 19th DAY OF June, 2019, A.D.

*[Signature]*  
COUNTY CLERK, HAYS COUNTY, TEXAS

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

DATED THIS 11th DAY OF June, A.D. 2019

*[Signature]*  
CHAIRPERSON

THE STATE OF TEXAS §  
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

*[Signature]*  
DATE: 4-10-2019  
DARIC BRANSON  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251  
STATE OF TEXAS  
PAPE-DAWSON ENGINEERS, INC.  
TSPS FIRM REGISTRATION NO. 470  
TSPS FIRM REGISTRATION NO. 1002880  
2000 HW LOOP 410  
SAN ANTONIO, TX 78213



THE STATE OF TEXAS §  
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

*[Signature]*  
DATE: 5-13-19  
SHARON L. WEAVER  
REGISTERED PROFESSIONAL ENGINEER NO. 89512  
PAPE-DAWSON ENGINEERS, INC.  
TSPS FIRM REGISTRATION NO. 470  
TSPS FIRM REGISTRATION NO. 1002880  
2000 HW LOOP 410  
SAN ANTONIO, TX 78213



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WATERSYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

*[Signature]* 6-18-2019  
TOM POPE, P.E., D.F.W.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

*[Signature]* 6-18-19

REVIEWED BY:  
*[Signature]* 6-5-19  
DIRECTOR OF PUBLIC WORKS

REVIEWED BY:  
*[Signature]* 6-18-19  
CITY ENGINEER

I, THE UNDERSIGNED, DIRECTOR OF Development Services HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

*[Signature]* 6-18-19

6 CREEKS-PHASE 1, SECTION 3  
CIVIL JOB NO. 81141-10; SURVEY JOB NO. 50695-00

## EXHIBIT C – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4

[Remainder of page left intentionally blank.]

**6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 1**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF KYLE, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**LOT TYPE 1 ASSESSMENT: \$31,066.20**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE LOT TYPE 1 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$31,066.20, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

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

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

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

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



**Improvement Area #1 - Lot Type 1**

Installments Due	Lot Type 1 - Improvement Area #1 Bonds			Lot Type 1 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest Reserve	Principal	Interest [b]		
1/31/2021	\$ 482.35	\$ 880.57	\$ 97.71	\$ 226.79	\$ 691.46	\$ 96.63	\$ 2,475.51
1/31/2022	\$ 495.39	\$ 861.88	\$ 95.30	\$ 240.39	\$ 677.85	\$ 98.56	\$ 2,469.38
1/31/2023	\$ 521.46	\$ 842.69	\$ 92.82	\$ 254.82	\$ 663.43	\$ 100.53	\$ 2,475.75
1/31/2024	\$ 547.54	\$ 822.48	\$ 90.21	\$ 270.11	\$ 648.14	\$ 102.54	\$ 2,481.02
1/31/2025	\$ 560.57	\$ 801.26	\$ 87.48	\$ 286.31	\$ 631.93	\$ 104.59	\$ 2,472.15
1/31/2026	\$ 586.65	\$ 778.14	\$ 84.67	\$ 303.49	\$ 614.76	\$ 106.68	\$ 2,474.39
1/31/2027	\$ 612.72	\$ 753.94	\$ 81.74	\$ 321.70	\$ 596.55	\$ 108.82	\$ 2,475.46
1/31/2028	\$ 638.79	\$ 728.66	\$ 78.68	\$ 341.00	\$ 577.24	\$ 110.99	\$ 2,475.38
1/31/2029	\$ 664.87	\$ 702.31	\$ 75.48	\$ 361.47	\$ 556.78	\$ 113.21	\$ 2,474.12
1/31/2030	\$ 690.94	\$ 674.89	\$ 72.16	\$ 383.15	\$ 535.10	\$ 115.48	\$ 2,471.71
1/31/2031	\$ 717.01	\$ 642.93	\$ 68.70	\$ 406.14	\$ 512.11	\$ 117.79	\$ 2,464.68
1/31/2032	\$ 756.12	\$ 609.77	\$ 65.12	\$ 430.51	\$ 487.74	\$ 120.14	\$ 2,469.40
1/31/2033	\$ 782.20	\$ 574.80	\$ 61.34	\$ 456.34	\$ 461.91	\$ 122.55	\$ 2,459.13
1/31/2034	\$ 821.31	\$ 538.62	\$ 57.43	\$ 483.72	\$ 434.53	\$ 125.00	\$ 2,460.60
1/31/2035	\$ 860.42	\$ 500.64	\$ 53.32	\$ 512.75	\$ 405.50	\$ 127.50	\$ 2,460.12
1/31/2036	\$ 899.52	\$ 460.84	\$ 49.02	\$ 543.51	\$ 374.74	\$ 130.05	\$ 2,457.68
1/31/2037	\$ 938.63	\$ 419.24	\$ 44.52	\$ 576.12	\$ 342.13	\$ 132.65	\$ 2,453.29
1/31/2038	\$ 990.78	\$ 375.83	\$ 39.83	\$ 610.69	\$ 307.56	\$ 135.30	\$ 2,459.99
1/31/2039	\$ 1,029.89	\$ 330.01	\$ 34.87	\$ 647.33	\$ 270.92	\$ 138.01	\$ 2,451.02
1/31/2040	\$ 1,082.04	\$ 282.37	\$ 29.72	\$ 686.17	\$ 232.08	\$ 140.77	\$ 2,453.15
1/31/2041	\$ 1,134.18	\$ 230.98	\$ 24.31	\$ 727.34	\$ 190.91	\$ 143.58	\$ 2,451.30
1/31/2042	\$ 1,186.33	\$ 177.10	\$ 18.64	\$ 770.98	\$ 147.27	\$ 146.45	\$ 2,446.78
1/31/2043	\$ 1,238.48	\$ 120.75	\$ 12.71	\$ 817.24	\$ 101.01	\$ 149.38	\$ 2,439.57
1/31/2044	\$ 1,303.66	\$ 61.92	\$ 6.52	\$ 866.27	\$ 51.98	\$ 152.37	\$ 2,442.72
<b>Total</b>	<b>\$ 19,541.85</b>	<b>\$ 13,172.63</b>	<b>\$ 1,422.29</b>	<b>\$ 11,524.35</b>	<b>\$ 10,513.62</b>	<b>\$ 2,939.58</b>	<b>\$ 59,114.31</b>

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 2**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF KYLE, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**LOT TYPE 2 ASSESSMENT: \$34,308.96**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”) undertaken for the benefit of the property within “**6 Creeks Public Improvement District**” (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE LOT TYPE 2 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$34,308.96, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

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

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

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

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**Improvement Area #1 - Lot Type 2**

Installments Due	Lot Type 2 - Improvement Area #1 Bonds			Lot Type 2 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Reserve	Principal	Interest [b]		
1/31/2021	\$ 532.70	\$ 972.49	\$ 107.91	\$ 250.46	\$ 763.64	\$ 106.71	\$ 2,733.91
1/31/2022	\$ 547.10	\$ 951.85	\$ 105.24	\$ 265.49	\$ 748.61	\$ 108.85	\$ 2,727.14
1/31/2023	\$ 575.90	\$ 930.65	\$ 102.51	\$ 281.42	\$ 732.68	\$ 111.02	\$ 2,734.17
1/31/2024	\$ 604.69	\$ 908.33	\$ 99.63	\$ 298.30	\$ 715.80	\$ 113.25	\$ 2,739.99
1/31/2025	\$ 619.09	\$ 884.90	\$ 96.61	\$ 316.20	\$ 697.90	\$ 115.51	\$ 2,730.20
1/31/2026	\$ 647.88	\$ 859.36	\$ 93.51	\$ 335.17	\$ 678.93	\$ 117.82	\$ 2,732.67
1/31/2027	\$ 676.68	\$ 832.64	\$ 90.27	\$ 355.28	\$ 658.81	\$ 120.18	\$ 2,733.86
1/31/2028	\$ 705.47	\$ 804.72	\$ 86.89	\$ 376.60	\$ 637.50	\$ 122.58	\$ 2,733.76
1/31/2029	\$ 734.27	\$ 775.62	\$ 83.36	\$ 399.20	\$ 614.90	\$ 125.03	\$ 2,732.38
1/31/2030	\$ 763.06	\$ 745.33	\$ 79.69	\$ 423.15	\$ 590.95	\$ 127.53	\$ 2,729.72
1/31/2031	\$ 791.86	\$ 710.04	\$ 75.87	\$ 448.54	\$ 565.56	\$ 130.08	\$ 2,721.95
1/31/2032	\$ 835.05	\$ 673.42	\$ 71.91	\$ 475.45	\$ 538.65	\$ 132.68	\$ 2,727.16
1/31/2033	\$ 863.84	\$ 634.80	\$ 67.74	\$ 503.98	\$ 510.12	\$ 135.34	\$ 2,715.82
1/31/2034	\$ 907.04	\$ 594.85	\$ 63.42	\$ 534.21	\$ 479.88	\$ 138.05	\$ 2,717.44
1/31/2035	\$ 950.23	\$ 552.90	\$ 58.89	\$ 566.27	\$ 447.83	\$ 140.81	\$ 2,716.91
1/31/2036	\$ 993.42	\$ 508.95	\$ 54.13	\$ 600.24	\$ 413.85	\$ 143.62	\$ 2,714.22
1/31/2037	\$ 1,036.61	\$ 463.00	\$ 49.17	\$ 636.26	\$ 377.84	\$ 146.49	\$ 2,709.37
1/31/2038	\$ 1,094.20	\$ 415.06	\$ 43.98	\$ 674.43	\$ 339.66	\$ 149.42	\$ 2,716.77
1/31/2039	\$ 1,137.39	\$ 364.45	\$ 38.51	\$ 714.90	\$ 299.20	\$ 152.41	\$ 2,706.87
1/31/2040	\$ 1,194.98	\$ 311.85	\$ 32.83	\$ 757.79	\$ 256.30	\$ 155.46	\$ 2,709.21
1/31/2041	\$ 1,252.57	\$ 255.09	\$ 26.85	\$ 803.26	\$ 210.84	\$ 158.57	\$ 2,707.18
1/31/2042	\$ 1,310.16	\$ 195.59	\$ 20.59	\$ 851.46	\$ 162.64	\$ 161.74	\$ 2,702.18
1/31/2043	\$ 1,367.75	\$ 133.36	\$ 14.04	\$ 902.54	\$ 111.55	\$ 164.98	\$ 2,694.22
1/31/2044	\$ 1,439.74	\$ 68.39	\$ 7.20	\$ 956.70	\$ 57.40	\$ 168.28	\$ 2,697.70
<b>Total</b>	<b>\$ 21,581.68</b>	<b>\$ 14,547.62</b>	<b>\$ 1,570.75</b>	<b>\$ 12,727.29</b>	<b>\$ 11,611.05</b>	<b>\$ 3,246.42</b>	<b>\$ 65,284.81</b>

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 3**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF KYLE, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**LOT TYPE 3 ASSESSMENT: \$38,832.75**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE LOT TYPE 3 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$38,832.75, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

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

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

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

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**Improvement Area #1 - Lot Type 3**

Installments Due	Lot Type 3 - Improvement Area #1 Bonds			Lot Type 3 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest Reserve	Principal	Interest [b]		
1/31/2021	\$ 602.94	\$ 1,100.72	\$ 122.14	\$ 283.48	\$ 864.33	\$ 120.78	\$ 3,094.39
1/31/2022	\$ 619.24	\$ 1,077.35	\$ 119.12	\$ 300.49	\$ 847.32	\$ 123.20	\$ 3,086.72
1/31/2023	\$ 651.83	\$ 1,053.36	\$ 116.03	\$ 318.52	\$ 829.29	\$ 125.66	\$ 3,094.69
1/31/2024	\$ 684.42	\$ 1,028.10	\$ 112.77	\$ 337.63	\$ 810.18	\$ 128.18	\$ 3,101.27
1/31/2025	\$ 700.72	\$ 1,001.58	\$ 109.34	\$ 357.89	\$ 789.92	\$ 130.74	\$ 3,090.19
1/31/2026	\$ 733.31	\$ 972.67	\$ 105.84	\$ 379.37	\$ 768.44	\$ 133.36	\$ 3,092.99
1/31/2027	\$ 765.90	\$ 942.42	\$ 102.17	\$ 402.13	\$ 745.68	\$ 136.02	\$ 3,094.33
1/31/2028	\$ 798.49	\$ 910.83	\$ 98.34	\$ 426.26	\$ 721.55	\$ 138.74	\$ 3,094.22
1/31/2029	\$ 831.08	\$ 877.89	\$ 94.35	\$ 451.83	\$ 695.98	\$ 141.52	\$ 3,092.66
1/31/2030	\$ 863.67	\$ 843.61	\$ 90.20	\$ 478.94	\$ 668.87	\$ 144.35	\$ 3,089.64
1/31/2031	\$ 896.27	\$ 803.67	\$ 85.88	\$ 507.68	\$ 640.13	\$ 147.24	\$ 3,080.85
1/31/2032	\$ 945.15	\$ 762.21	\$ 81.40	\$ 538.14	\$ 609.67	\$ 150.18	\$ 3,086.75
1/31/2033	\$ 977.74	\$ 718.50	\$ 76.67	\$ 570.43	\$ 577.38	\$ 153.18	\$ 3,073.91
1/31/2034	\$ 1,026.63	\$ 673.28	\$ 71.78	\$ 604.65	\$ 543.16	\$ 156.25	\$ 3,075.75
1/31/2035	\$ 1,075.52	\$ 625.80	\$ 66.65	\$ 640.93	\$ 506.88	\$ 159.37	\$ 3,075.15
1/31/2036	\$ 1,124.41	\$ 576.05	\$ 61.27	\$ 679.39	\$ 468.42	\$ 162.56	\$ 3,072.10
1/31/2037	\$ 1,173.29	\$ 524.05	\$ 55.65	\$ 720.15	\$ 427.66	\$ 165.81	\$ 3,066.61
1/31/2038	\$ 1,238.48	\$ 469.79	\$ 49.78	\$ 763.36	\$ 384.45	\$ 169.13	\$ 3,074.98
1/31/2039	\$ 1,287.36	\$ 412.51	\$ 43.59	\$ 809.16	\$ 338.65	\$ 172.51	\$ 3,063.78
1/31/2040	\$ 1,352.55	\$ 352.97	\$ 37.15	\$ 857.71	\$ 290.10	\$ 175.96	\$ 3,066.44
1/31/2041	\$ 1,417.73	\$ 288.72	\$ 30.39	\$ 909.17	\$ 238.64	\$ 179.48	\$ 3,064.13
1/31/2042	\$ 1,482.91	\$ 221.38	\$ 23.30	\$ 963.72	\$ 184.09	\$ 183.07	\$ 3,058.47
1/31/2043	\$ 1,548.10	\$ 150.94	\$ 15.89	\$ 1,021.55	\$ 126.26	\$ 186.73	\$ 3,049.46
1/31/2044	\$ 1,629.57	\$ 77.40	\$ 8.15	\$ 1,082.84	\$ 64.97	\$ 190.46	\$ 3,053.40
<b>Total</b>	<b>\$ 24,427.31</b>	<b>\$ 16,465.79</b>	<b>\$ 1,777.87</b>	<b>\$ 14,405.43</b>	<b>\$ 13,142.02</b>	<b>\$ 3,674.47</b>	<b>\$ 73,892.89</b>

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

**6 CREEKS PID - HOMEBUYER DISCLOSURE FOR LOT TYPE 4**

**NOTICE OF OBLIGATION TO PAY  
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS  
TO THE CITY OF KYLE, TEXAS**

**CONCERNING THE PROPERTY AT:**

\_\_\_\_\_  
**STREET ADDRESS**

**LOT TYPE 4 ASSESSMENT: \$46,784.95**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of public improvements (the "**Authorized Improvements**") undertaken for the benefit of the property within "**6 Creeks Public Improvement District**" (the "**District**") created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE LOT TYPE 4 ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$46,784.95, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.



IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 20\_\_.

**PURCHASER:**

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

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

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

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**Improvement Area #1 - Lot Type 4**

Installments Due	Lot Type 4 - Improvement Area #1 Bonds			Lot Type 4 - Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest Reserve	Principal	Interest [b]		
1/31/2021	\$ 726.41	\$ 1,326.12	\$ 147.15	\$ 341.54	\$ 1,041.32	\$ 145.52	\$ 3,728.06
1/31/2022	\$ 746.05	\$ 1,297.97	\$ 143.52	\$ 362.03	\$ 1,020.83	\$ 148.43	\$ 3,718.82
1/31/2023	\$ 785.31	\$ 1,269.06	\$ 139.79	\$ 383.75	\$ 999.11	\$ 151.40	\$ 3,728.42
1/31/2024	\$ 824.58	\$ 1,238.63	\$ 135.86	\$ 406.78	\$ 976.08	\$ 154.43	\$ 3,736.35
1/31/2025	\$ 844.21	\$ 1,206.68	\$ 131.74	\$ 431.18	\$ 951.68	\$ 157.51	\$ 3,723.00
1/31/2026	\$ 883.48	\$ 1,171.86	\$ 127.51	\$ 457.05	\$ 925.81	\$ 160.66	\$ 3,726.37
1/31/2027	\$ 922.74	\$ 1,135.41	\$ 123.10	\$ 484.48	\$ 898.38	\$ 163.88	\$ 3,727.99
1/31/2028	\$ 962.01	\$ 1,097.35	\$ 118.48	\$ 513.55	\$ 869.32	\$ 167.15	\$ 3,727.86
1/31/2029	\$ 1,001.27	\$ 1,057.67	\$ 113.67	\$ 544.36	\$ 838.50	\$ 170.50	\$ 3,725.97
1/31/2030	\$ 1,040.54	\$ 1,016.37	\$ 108.67	\$ 577.02	\$ 805.84	\$ 173.91	\$ 3,722.34
1/31/2031	\$ 1,079.80	\$ 968.24	\$ 103.46	\$ 611.64	\$ 771.22	\$ 177.39	\$ 3,711.75
1/31/2032	\$ 1,138.70	\$ 918.30	\$ 98.07	\$ 648.34	\$ 734.52	\$ 180.93	\$ 3,718.86
1/31/2033	\$ 1,177.97	\$ 865.63	\$ 92.37	\$ 687.24	\$ 695.62	\$ 184.55	\$ 3,703.39
1/31/2034	\$ 1,236.87	\$ 811.15	\$ 86.48	\$ 728.47	\$ 654.39	\$ 188.24	\$ 3,705.61
1/31/2035	\$ 1,295.76	\$ 753.95	\$ 80.30	\$ 772.18	\$ 610.68	\$ 192.01	\$ 3,704.88
1/31/2036	\$ 1,354.66	\$ 694.02	\$ 73.82	\$ 818.51	\$ 564.35	\$ 195.85	\$ 3,701.21
1/31/2037	\$ 1,413.56	\$ 631.37	\$ 67.05	\$ 867.62	\$ 515.24	\$ 199.77	\$ 3,694.60
1/31/2038	\$ 1,492.09	\$ 565.99	\$ 59.98	\$ 919.68	\$ 463.18	\$ 203.76	\$ 3,704.68
1/31/2039	\$ 1,550.99	\$ 496.98	\$ 52.52	\$ 974.86	\$ 408.00	\$ 207.84	\$ 3,691.18
1/31/2040	\$ 1,629.52	\$ 425.25	\$ 44.76	\$ 1,033.35	\$ 349.51	\$ 211.99	\$ 3,694.38
1/31/2041	\$ 1,708.05	\$ 347.84	\$ 36.62	\$ 1,095.35	\$ 287.51	\$ 216.23	\$ 3,691.60
1/31/2042	\$ 1,786.58	\$ 266.71	\$ 28.07	\$ 1,161.08	\$ 221.78	\$ 220.56	\$ 3,684.79
1/31/2043	\$ 1,865.12	\$ 181.85	\$ 19.14	\$ 1,230.74	\$ 152.12	\$ 224.97	\$ 3,673.93
1/31/2044	\$ 1,963.28	\$ 93.26	\$ 9.82	\$ 1,304.59	\$ 78.28	\$ 229.47	\$ 3,678.68
<b>Total</b>	<b>\$ 29,429.56</b>	<b>\$ 19,837.66</b>	<b>\$ 2,141.94</b>	<b>\$ 17,355.39</b>	<b>\$ 15,833.25</b>	<b>\$ 4,426.94</b>	<b>\$ 89,024.74</b>

[a] Interest is calculated at a 4.62% rate.

[b] Interest is calculated at a 6.00% rate.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT D – DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2019 Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ -	\$ 92,876.09	\$ 92,876.09
2020	-	337,731.26	337,731.26
2021	185,000.00	337,731.26	522,731.26
2022	190,000.00	330,562.50	520,562.50
2023	200,000.00	323,200.00	523,200.00
2024	210,000.00	315,450.00	525,450.00
2025	215,000.00	307,312.50	522,312.50
2026	225,000.00	298,443.76	523,443.76
2027	235,000.00	289,162.50	524,162.50
2028	245,000.00	279,468.76	524,468.76
2029	255,000.00	269,362.50	524,362.50
2030	265,000.00	258,843.76	523,843.76
2031	275,000.00	246,587.50	521,587.50
2032	290,000.00	233,868.76	523,868.76
2033	300,000.00	220,456.26	520,456.26
2034	315,000.00	206,581.26	521,581.26
2035	330,000.00	192,012.50	522,012.50
2036	345,000.00	176,750.00	521,750.00
2037	360,000.00	160,793.76	520,793.76
2038	380,000.00	144,143.76	524,143.76
2039	395,000.00	126,568.76	521,568.76
2040	415,000.00	108,300.00	523,300.00
2041	435,000.00	88,587.50	523,587.50
2042	455,000.00	67,925.00	522,925.00
2043	475,000.00	46,312.50	521,312.50
2044	500,000.00	23,750.00	523,750.00
<b>Total</b>	<b><u>\$7,495,000.00</u></b>	<b><u>\$5,482,782.45</u></b>	<b><u>\$12,977,782.45</u></b>

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)



# CITY OF KYLE, TEXAS

## Southwest Kyle PID No. 1 Annual Service Plan Update

**Meeting Date: 7/21/2020**  
**Date time: 7:00 PM**

**Subject/Recommendation:** Southwest Kyle PID No. 1 Annual Service Plan Update. ~ *Jon Snyder, P3Works*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- 2020-07-08\_KYL SW Kyle PID 1\_2020 SAP Update\_V2.0



SOUTHWEST KYLE  
PUBLIC IMPROVEMENT DISTRICT NO. 1  
2020 ANNUAL SERVICE PLAN UPDATE

JULY 21, 2020

## **INTRODUCTION**

Capitalized terms used in this 2020 Annual Service Plan Update shall have the meanings set forth in the 2019 Service and Assessment Plan (the “2019 SAP”) used for the issuance of PID Bonds.

On November 4, 2017, the City Council passed and approved Resolution No. 1083 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District.

On June 18, 2019, the City Council passed and approved Ordinance No. 1038 approving the 2019 SAP and authorizing the levy of Assessments on Improvement Area #1 Assessed Property. The 2019 SAP identifies the Authorized Improvements to be provided, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property for the costs of the Authorized Improvements. The City Council also adopted an Assessment Roll identifying the Assessments on each Lot, based on the method of assessment identified in the 2019 SAP.

Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2020. This Annual Service Plan Update also updates the Assessment Roll for 2020.

## LISTED EVENTS

There have been Listed Events in the District.

- On June 28, 2019, David Weekley Homes sent a letter of Termination along with a contract-required executed Bills Paid Affidavit to Paramount Park, Ltd and Prosperity Title Company in Austin, Texas. Paramount Park Ltd is in the process of marketing and selling the 47 Lots David Weekley Homes had under contract to another builder.

## PARCEL SUBDIVISION

There have not been any recoded plats in Improvement Area #1.

## LOT AND HOME SALES

Per the Quarterly Report dated March 31, 2020, there are currently no completed Lots. It is anticipated that Improvement Area #1 will be developed into 330 residential Lots. The Owner intends to close all Lots once platted to homebuilders.

## OUTSTANDING ASSESSMENT

Improvement Area #1 has an outstanding Assessment of \$3,300,000.00.

## ANNUAL INSTALLMENT DUE 1/31/2021

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$235,562.50.
- **Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture, of \$181,500.00 has not been met. As such, the Additional Interest Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in a Additional Interest Reserve amount due of \$16,500.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$30,000.00.

<b>Improvement Area #1</b>	
<b>Due January 31, 2021</b>	
Principal	\$ 80,000.00
Interest	\$ 155,562.50
Additional Interest	\$ 16,500.00
Annual Collection Costs	\$ 30,000.00
<b>Total Annual Installment</b>	<b>\$ 282,062.50</b>

See **Exhibit B** for the debt service schedule for the PID Bonds as shown in the official statement.

### **PREPAYMENT OF ASSESSMENTS IN FULL**

No full prepayments of Assessments have occurred within the District.

### **PARTIAL PREPAYMENT OF ASSESSMENTS**

No partial prepayments of Assessments have occurred within the District.

### **BOND FUND**

P3Works has reviewed the following PID Bond accounts related to PID Bonds of the Southwest Kyle PID No. 1 as of March 31, 2020 and each account contains the amount shown below.

<b>Account:</b>	<b>3/31/2020 Balance</b>
<b>PID Collection Account</b>	\$41.53
<b>Pledged Revenue Fund</b>	\$16,507.94
<b>Bond Fund</b>	
Capitalized Interest Account	\$79,208.99
Principal and Interest Account	\$0.00
<b>Project Fund</b>	
PID Improvements Account	\$1,892,504.83
PID Costs of Issuance Account	\$0.81
<b>Redemption Fund</b>	\$0.00
<b>Reserve Fund</b>	
Reserve Account	\$239,213.40
Additional Interest Reserve Account	\$0.00
<b>Rebate Fund</b>	\$0.00
<b>Administrative Fund</b>	\$39,843.10



## AUTHORIZED IMPROVEMENTS

The budget for the Authorized Improvements remains at \$2,700,426.00 as shown on the table below.

	Improvement Area #1	
	Budget	Spent to Date <sup>1</sup>
<i>Major Improvements [b]</i>		
Offsite Sewer	\$ 246,852	\$ 280,717
Roland Lane (Phase 1)	269,331	36,505
Parking	55,353	-
	\$ 571,536	\$ 317,222
 <i>Improvement Area #1 Improvements</i>		
Opal Lane	\$ 1,127,087	\$ 90,527
Collector Street (Phase 1)	648,868	272,237
Landscaping	352,936	12,705
	\$ 2,128,890	\$ 375,469
 <i>Other Reimbursable Costs</i>		
Construction Management	\$ -	\$ 27,708
Legal Fees	-	2,465
PID Application Fee	-	25,000
Expense Deposit for City	-	35,000
Legal Expenses	-	68,901
	\$ -	\$ 159,073
 <b>Total</b>	 <b>\$ 2,700,426</b>	 <b>\$ 851,764</b>

Notes:

<sup>1</sup> As of Draw #11, dated 5/29/2020.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Improvement Area #1				
Annual Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ 80,000.00	\$ 85,000.00	\$ 85,000.00	\$ 90,000.00	\$ 95,000.00
Interest		\$ 155,562.50	\$ 152,162.50	\$ 148,550.00	\$ 144,937.50	\$ 141,112.50
	(1)	\$ 235,562.50	\$ 237,162.50	\$ 233,550.00	\$ 234,937.50	\$ 236,112.50
Annual Collection Costs	(2)	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
Additional Interest Reserve	(3)	\$ 16,500.00	\$ 16,100.00	\$ 15,675.00	\$ 15,250.00	\$ 14,800.00
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 282,062.50</b>	<b>\$ 283,862.50</b>	<b>\$ 280,437.00</b>	<b>\$ 282,023.74</b>	<b>\$ 283,385.46</b>

## EMINENT DOMAIN PREPAYMENT

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the **“Remaining Property”**) following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

## ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Lots shown on the Assessment Roll will receive the bills for the 2020 Annual Installments which will be delinquent if not paid by January 31, 2021.

## EXHIBIT A – ASSESSMENT ROLL

Property ID	Improvement Area #1 Assessments	
	Outstanding Assessment	Annual Installment Due 1/31/2021
Improvement Area #1 Initial Parcel <sup>1</sup>	\$ 3,300,000.00	\$ 282,062.50
<b>Total</b>	<b>\$ 3,300,000.00</b>	<b>\$ 282,062.50</b>

<sup>1</sup> The Improvement Area #1 Initial Parcel consists of Tax IDs R18895, R14786, R18894, R18896, and R18883. Each of the five Tax IDs contained in the Improvement Area #1 Initial Parcel will be charged 20% of the Annual Installment due 1/31/2021.

## EXHIBIT B – DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2019 Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest<sup>(1)</sup></u>	<u>Total</u>
2019	-	\$27,223.44	\$27,223.44
2020	-	155,562.50	155,562.50
2021	\$80,000.00	155,562.50	235,562.50
2022	85,000.00	152,162.50	237,162.50
2023	85,000.00	148,550.00	233,550.00
2024	90,000.00	144,937.50	234,937.50
2025	95,000.00	141,112.50	236,112.50
2026	100,000.00	137,075.00	237,075.00
2027	100,000.00	132,825.00	232,825.00
2028	105,000.00	128,575.00	233,575.00
2029	110,000.00	124,112.50	234,112.50
2030	115,000.00	119,437.50	234,437.50
2031	120,000.00	113,831.26	233,831.26
2032	125,000.00	107,981.26	232,981.26
2033	130,000.00	101,887.50	231,887.50
2034	140,000.00	95,550.00	235,550.00
2035	145,000.00	88,725.00	233,725.00
2036	150,000.00	81,656.26	231,656.26
2037	160,000.00	74,343.76	234,343.76
2038	165,000.00	66,543.76	231,543.76
2039	175,000.00	58,500.00	233,500.00
2040	185,000.00	49,968.76	234,968.76
2041	195,000.00	40,950.00	235,950.00
2042	205,000.00	31,443.76	236,443.76
2043	215,000.00	21,450.00	236,450.00
2044	<u>225,000.00</u>	<u>10,968.76</u>	<u>235,965.76</u>
<b>Total</b>	<b><u>\$3,300,000.00</u></b>	<b><u>\$2,510,936.02</u></b>	<b><u>\$5,810,936.02</u></b>

Includes capitalized interest payments on September 1, 2019, March 1, 2020, and September 1, 2020.

(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)



# CITY OF KYLE, TEXAS

## CRC Recommendation

**Meeting Date: 7/21/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Presentation on Charter Review Commission recommendation of changes to the City's Charter for the November 3, 2020 election. ~ *Diane Hervol, Chair*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ 2020 Charter Review Recommendation

## 2020 Charter Review Commission's Proposed Changes to the Kyle City Charter

### Part 1 Section 1.07

The council may by ordinance unilaterally annex or disannex any land, property or territory upon its own initiative, or upon a petition submitted by a majority of the voters residing within the territory being annexed or disannexed, upon petition by the owners of property, or upon a petition signed by a majority of the property owners in a platted subdivision. The council may disannex or release extraterritorial jurisdiction when in the best interest of the city. The procedure for the establishment, modification or extension of the city boundaries, and the annexation or disannexation of territory, will be applied in a manner consistent with applicable State law. Prior to exercising said rights two public hearings will be held at least ten (10) but not more than twenty (20) days after notice of such public hearings are published in a newspaper of general circulation throughout the city. Additionally, notices will appear in any official means of public dissemination.~~The procedure for the establishment, modification or extension of the city boundaries, and the annexation or disannexation of territory, may not be inconsistent with any applicable requirements and limitations established by state law; provided that absent procedures being established by state law the action may be taken by ordinance adopted after two public hearings are held at least ten (10) but not more than twenty (20) days after notice of such public hearings are published in a newspaper of general circulation in the city.~~ Upon final passage of an ordinance, fixing, establishing or modifying the boundaries of the city, or annexing or disannexing any property by any method prescribed herein, the boundaries of the city shall be so extended or modified as provided in such ordinance. Upon an ordinance annexing property into the city, the territory described in the ordinance shall become a part of the city, and the said land and its residents and future residents shall be bound by the acts, ordinances, codes, resolutions and regulations of the city.

### Part 1 Section 2.01

The boundaries and limits of the city shall, until changed in the manner herein provided, be the same as have heretofore been established and as existed on the date of the adoption of this charter. The boundaries and territorial limits of the city may from time to time by ordinance be fixed, decreased, modified or extended, and property may be annexed into the city or disannexed from the city, ~~with or without the consent of any voter or of any landowner in the affected area in compliance with state law.~~ See also Section 1.07.

### Sec. 3.09. - Compensation.

Each member of Council shall receive as compensation for their services the salary established by ordinance adopted after two public hearings and approved in the budget. Changes to Council salary shall only be considered once every three years and shall be considered only after a recommendation is made by a ~~Council-appointed committee~~ committee consisting of nine members, with seven council appointees and two non-council appointed members, selected randomly by the city secretary from applicants meeting qualifications of elective office. Meetings of said committee shall be held in compliance with the Open Meetings Act.

Sec. 4.01. - Mayor.

The mayor shall serve as the ceremonial head of the city, preside at all meetings of the council and provide the leadership necessary to good government. He or she shall work with the council to obtain legislation in the public interest and with the city manager to ensure that the same is enforced, and participate in the discussion and vote on all legislative and other matters coming before the council. The mayor shall have signatory authority for all legal contracts and commitments of the city [approved by a majority vote of the Council](#); sign all ordinances and resolutions; work and coordinate with the city manager and the council; and, to the extent provided by state law in time of declared emergency, may take command of the police and govern the city by proclamation, maintain order and enforce all laws.

Sec. 4.07. - Emergency Ordinances.

The city council may adopt emergency ordinances to meet an emergency affecting life, health, property, the public peace, or to prevent a material financial loss to the City. Such ordinances shall not levy taxes, grant, renew or extend a franchise, or regulate the rates or fees charged by any public utility. An emergency ordinance shall be introduced in the form and manner generally prescribed for ordinances, except that it shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance shall require the affirmative vote of at least five (5) members of the city council, and may be adopted with or without amendment or rejected at the meeting at which it is introduced. If adopted, the ordinance shall take effect immediately and the caption of the ordinance shall be published in one successive issue of a newspaper of general circulation in the City [and be posted throughout all official communication forms](#). Every emergency ordinance shall automatically be repealed after sixty (60) days following the day on which it became effective. The ordinance may be reenacted.

Sec. 5.01. - Notice and Order for Elections.

City elections shall be ordered and notice thereof given as provided in the Texas Election Code, and the council shall establish the procedures and order elections except as provided therein. If not otherwise provided for by state law, all elections shall be ordered at least thirty (30) days prior to the date of election and notice of the election shall be given as required by applicable law. Notice of election shall be published in a newspaper published within the city, and if there be no such publication notice shall be published in a newspaper of general circulation within the city and [all official forms of communication](#).

Sec. 5.03. - Special Elections.

The council may by ordinance call such special elections as are authorized by this charter or state law, fix the time of holding such elections, and provide all means for holding such special elections; provided that every special election shall be held on a [Saturday, or a](#) uniform election date, unless otherwise provided by law or this charter.



Section 5.04. - Conduct of Elections.

All elections shall be held in accordance with state law and the ordinances adopted by the council for the conduct of elections. The council ~~shall~~ may appoint the election judges, provide for other election officials, and establish and alter the voting precincts by ordinance. In the absence of state law providing regulations for the conduct of any election the council shall provide such regulations by ordinance.

Section 5.06. - Polling Places.

The council shall establish one or more election precincts and provide polling places as necessary for city elections. Until established otherwise by ordinance or required otherwise by state law, the entire city shall be one election precinct and the city hall or the city hall annex shall be ~~the~~ a polling place for all city elections.

Section 6.10. - Procedure and Results of Election.

Not more than thirty (30) and not less than fifteen (15) days prior to the special election, the city secretary shall cause the proposed or referred ordinance to be published in its entirety in all official forms of communication and referenced at least once in a newspaper of general circulation in the city.

Sec. 7.06. – Police Department.

There shall be a police department to preserve order and protect the residents and property. The chief of police shall be responsible for the administration of the police department and shall evaluate and supervise the department and all its employees. All such evaluations and actions shall be subject to review and modification by the city manager. This City of Kyle Police Department shall collaborate with community members to develop policies, strategies, data sharing and deploy resources that aim to reduce crime by improving relationships, increase community engagement, and promote cooperation.

Sec. 8.05. - Budget Process and Adoption.

(a) At the first council meeting for which timely notice may be given, cause to be posted in city hall and the City's website, and published in all official forms of communication a newspaper of general circulation in the city a general summary of the proposed budget and a notice stating the time and places where copies of the budget are available for public inspection; the time and place, not less than fifteen (15) days after such publication, of a public hearing on the budget; and such other public hearings as are necessary be published in a newspaper of general circulation in the city.

Sec. 8.13. - Independent Audit.

(d) Upon acceptance of the audit, a summary thereof shall be published within forty-five (45) days in all official forms of communication, and a notice of acceptance shall be published immediately in a newspaper of general circulation in the city and copies of the audit shall be placed on file in the city secretary's office as a public record. The summary shall include a balance sheet;

an itemization of all income and expenditures by department; and an itemization of all investments and amounts of such investments pledged or encumbered for specific purposes;



# CITY OF KYLE, TEXAS

## CIP/Road Projects Update

**Meeting Date: 7/21/2020**  
**Date time: 7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Election Estimate 11/3/2020

Meeting Date: 7/21/2020

Date time: 7:00 PM

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ Hays County Election Estimate 11/3/2020

**ESTIMATE**  
**November 2020 General Election**  
**City of Kyle**

Registered Voters in County -	144,461	$144,461/325,000=$	44.44% of total cost
Registered Voters in Kyle –	24,167	$24,167/325,000=$	7.44% of total cost
Registered Voters in Joint Entity B -	156,372	$156,372/325,000=$	48.11% of total cost
Aggregate Registered Voters -	325,000		
Cost of the Election	\$300,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Estimate for November 2020 election **\$ 22,320.**

**This is a cost estimate. Final cost may vary depending on the amount of jurisdictions sharing the cost and actual payroll cost for workers.**



# CITY OF KYLE, TEXAS

## PID Holdings Amendment

**Meeting Date: 7/21/2020**

**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Admin Expenses Fee agreement

**ADMINISTRATIVE EXPENSES FEE AGREEMENT**

This Administrative Expenses Fee Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2020 ("Effective Date") by and between the City of Kyle and PID Holdings, Ltd. to authorize the City to collect a fee for administrative expenses related to the collection of assessments on lots within the Bunton Creek Public Improvement District ("District").

The City of Kyle ("City") is a home-rule municipality in Hays County, Texas. PID Holdings, Ltd. (including its successors or assigns "PID Holdings") is a developer of land within the District or successor or assign thereof. The City and PID Holdings may be collectively referred to as the "Parties."

**Whereas**, pursuant to state law and City code, Kyle levies assessments (together with any interest thereupon, each an "Assessment" and collectively the "Assessments") on certain final platted lots and future legal residential lots in the District to, inter alia, cover the cost of water, sewer, drainage, and roadway improvements to serve the lots;

**Whereas**, by prior agreement (being the Settlement Agreement in Cause No. 15-0418 dated November 2015) and City ordinance the Assessment is set at \$1,850 per qualifying lot (exclusive of interest) and payable to PID Holdings;

**Whereas**, the City incurs certain administrative expenses to effect the billing and collection activities required to properly manage the Assessment monies paid by lot owners;

**Whereas**, to help ensure that collection of Assessments can continue to be managed properly, PID Holdings agrees to forego five percent (5%) of the Assessment monies collected to help the City defray administrative expenses; and

**Whereas**, PID Holdings' agreement to the City retaining an administrative fee as provided herein helps ensure that any administrative fees on said Assessments which may be authorized by state law and City code are not passed on to lot owners.

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, including the mutual agreements, it is understood and agreed by the Parties as follows:

- 1) The City and PID Holdings' agree that the City will withhold five percent (5%) of

Assessment monies collected (the “Administration Fee”) in order to help offset in whole or in part administrative costs incurred to manage billing and collection.

2) The City agrees to undertake billing and collections activities reasonably necessary to collect the assessment monies, and to remit to PID Holdings on a quarterly basis all Assessment monies collected during the immediately preceding quarter, net of the Administration Fee.

3) This Agreement shall apply to all prior Assessment monies collected and remittances issued by the City, and the accounting shall be adjusted accordingly.

4) The Parties agree that the previously established assessment of \$1,850 per qualifying lot is not affected by this Agreement.

5) The Parties agree that this Agreement modifies the agreement(s) of the Parties solely for the purposes of establishing the Administration Fee and the frequency of remittances, but not otherwise.

6) This Agreement shall be effective as of the date of the Settlement Agreement.

This Agreement is final and shall be binding upon the Parties, their grantees, successors and assigns.

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt of notice of default from the other Party. Upon the passage of ten (10) business days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement.

Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below.

Any notice mailed to the City shall be addressed:

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

Any notice mailed to PID Holdings shall be addressed:

PID Holdings, Ltd.



P.O. Box 6193  
Round Rock, Texas 78683

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and is performable in Hays County, Texas. The Parties agree that exclusive venue for enforcement of this Agreement shall be in Hays County, Texas. In any litigation seeking enforcement or interpretation of this Agreement, a prevailing party shall be entitled to recover all costs and attorney fees.

The Parties agree that time is of the essence in the performance of this Agreement.

This Agreement constitutes the entire agreement of the Parties and may not be amended except by a writing signed by the Parties subsequent to the Effective Date.

This Agreement may be executed simultaneously or in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Each party represents and warrants that they have the authority to sign.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF KYLE, TEXAS**

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

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**PID HOLDINGS, LTD**

By \_\_\_\_\_  
Joe Alderman, J.D.  
Chief Executive Officer



# CITY OF KYLE, TEXAS

## No Parking Ordinance

Meeting Date: 7/21/2020

Date time: 7:00 PM

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- No Parking Cromwell

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

AN ORDINANCE OF THE CITY OF KYLE, TEXAS TO THE CODE OF ORDINANCES TO PROHIBIT PARKING ON THE EAST SIDE OF CROMWELL FROM DORMAN TO KOHLERS CROSSING; DIRECTING THE ERECTION OF SIGNS AND PAINTING OF CURBS TO DESIGNATE THE AREA; PROVIDING A PENALTY; PROVIDING OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas, a home rule municipality (the “City”), from time to time makes determinations that are to limit parking on public roadways for the public health, safety and welfare; and

Whereas, the parking of vehicles on both sides of Cromwell Drive within the boundaries of this ordinance are deemed to be hazardous to the public.

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

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

**Section 2.** It shall be unlawful for any person to stop, stand, or park any portion of a vehicle along the eastern curb of Cromwell between Dorman and Kohlers Crossing.

**Section 4. Signage.** The City Manager is authorized and directed to cause signs giving notice of the prohibitions of this ordinance, and for the curb to be painted along Cromwell.

**Section 5. Enforcement and Penalties.** Enforcement of, and violations to this ordinance shall be handled in accordance with city code, as it may be amended from time to time.

**Section 7. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

**Section 8. Effective Date.** This ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code and the City Charter.

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

ATTEST

**CITY OF KYLE, TEXAS**

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

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



# CITY OF KYLE, TEXAS

## Edmondson Reed Contract

**Meeting Date: 7/21/2020**

**Date time:7:00 PM**

**Subject/Recommendation:** Approval of a contract with Edmondson Reed for 104 S. Burluson and Mary Kyle Hartson Park improvements. ~ *James R. Earp, Assistant City Manager*

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

## Alcohol Sales Hours Ordinance

**Meeting Date: 7/21/2020**

**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Alcohol Sales Hours Ordinance

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

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING CHAPTER 11 BUSINESS REGULATIONS, BY AMENDING ARTICLE II ALCOHOLIC BEVERAGES, SECTION 11-45 RELATING TO HOURS OF OPERATION; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND OPEN MEETINGS CLAUSE; PROVIDING AN EFFECTIVE DATE AND RELATED MATTERS.**

**WHEREAS**, numerous business located within the City of Kyle sell or offer for sale alcoholic beverages;

**WHEREAS**, the City of Kyle desires to clearly identify the hours during which these businesses can sell or offer for sale alcoholic beverages;

**WHEREAS**, the clarification of regulations for sale of alcoholic beverages is necessary to for the health, safety, and welfare of Kyle residents, business, and visitors and is authorized by the City Charter and Sections 105.03 and 105.05, Texas Alcoholic Beverage Code.

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

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

**Section 2. Amendment of Hours of Sale for Alcoholic Beverages.** Sections 11-45 and 11-52 of the City of Kyle Code of Ordinances are hereby amended to read as follows:

Sec. 11-45. - Hours of operation.

An on-site permittee or licensee operating within the city limits may sell, allow to consume or to be served alcoholic beverages on the licensed premises during the hours as permitted by the TABC in compliance with the permittee's or licensee's permit; provided that on-site permittee's or licensees may only sell alcoholic beverages during the the extended hours authorized in Section 11-52. An off-site permittee or licensee operating within the city limits may sell alcoholic beverages during hours as permitted by TABC in compliance with the permittee's or licensee's permit.

However, should the premises be located in a zoning district which limits the hours of operation for businesses within the district, the zoning regulations shall control the hours of operation.

\*\*\*\*\*

**Sec. 11-52. - Late hours sale or offer for sale of mixed beverages.**

(a) A permittee that has been issued a mixed beverage permit and a late-hours mixed beverage permit by the Texas Alcoholic Beverage Commission (TABC) may sell or offer for sale mixed beverages on the permittee's premises between the hours of 12:00 midnight

and 2:00 a.m. on Friday, Saturday, and Sunday, if otherwise in compliance with this division.

(b) A permittee must show written proof satisfactory to the chief of police that the permittee has been issued a mixed beverage permit and a late-hours mixed beverage permit from the TABC before the permittee may sell or offer for sale mixed beverages on the permittee's premises between the hours of 12:00 midnight and 2:00 a.m. on the days set forth in Section 11-52(a).

(c) If any written proof provided by the permittee is not satisfactory to the chief of police, the permittee may appeal the chief's decision to the city council. Upon appeal, the city council shall decide if said proof meets the requirements of subsection (a) of this section and the Code. If the city council so determines, the permittee may proceed with the sale or offer for sale of mixed beverages on the permittee's premises between the hours of 12:00 midnight and 2:00 a.m. on the days set forth in Section 11-52(a). If the city council determines that said proof does not meet the requirements of said subsection or the Code, the city council may request of the TABC to cancel or suspend the permittee's late-hours permit or to seek any other remedies available at law to the TABC.

**Section 3. Savings Clause.** All rights and remedies of the City of Kyle are expressly saved as to any and all violations of the provisions of any ordinances affecting alcoholic beverage sales during specified hours within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 4. Severability.** It is hereby declared to be the intention of the City Council that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 5. Effective Date.** This ordinance shall take effect immediately upon its approval and passage and publication as required by law.

**Section 6. Open Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.



FINALLY PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**The City of Kyle, Texas**

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

ATTEST:

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





# CITY OF KYLE, TEXAS

## PEC Uptown

**Meeting Date: 7/21/2020**

**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- Proposed PEC Franchise Agreement Amendment
- Draft Easement Electric Uptown Kyle

## Change PUE to MUE in Agreement

A. Within 180 days following written notice from the City, the Cooperative shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any of its System or other parts of its facilities that are within the Public Rights-of-Way if the City determines that the removal, relocation, change or alteration is reasonably necessary for:

1. The construction, repair, maintenance or installation of any City or other public improvement in or upon the Public Rights-of-Way, or
2. The operations of the City or other governmental entity in or upon the Public Rights-of-Way.

B. Schedules for the work contemplated by Section \_\_\_\_\_. shall be developed by designated representatives of the Cooperative and the City. If such representatives cannot agree on the schedule, the City Manager, after consultation with the Cooperative, shall establish a schedule. This schedule shall provide for a minimum of forty-five (45) days to exist between the time the schedule is furnished to the Cooperative and the time that any specific work to be done by the Cooperative covered in the schedule is to begin.

C. If Cooperative is requested to install facilities in an area designated by the City as a the Plum Creek Tax Increment Reinvestment Zone district (“District”) or any other zoning district in which there is insufficient space outside the Public Right-of-Way for the Cooperative to locate its facilities on private property whether in a Public Utility Easement, Municipal Utility Easement, or a private easement (the District and such other zoning districts are herein referred to as the “Urban Development Districts”), the City may designate a distinct area within the Public Right-of-Way as a Public Utility Easement or Municipal Utility Easement, and the Cooperative to the extent that it is unable to obtain an easement on private property shall, to the extent its design and safety standards allow, locate such facilities in such area as directed by the City; provided, however, to the extent its design and safety standards require certain electric equipment (other than conduit containing electric lines, which shall be located underground in the Public Utility Easement or Municipal Utility Easement within the Public Right-of-Way) to be located outside such area, the City acknowledges such design and safety standards. The Cooperative shall reasonably cooperate with the City to cause facilities (other than the conduit containing electric lines which is addressed in the foregoing sentence) to be located in the Public Utility Easement or Municipal Utility Easement in the Public Right-of-Way in such instances where safety standards can be met.

D. If Cooperative’s facilities in an Urban Development District are in a Public Utility Easement or Municipal Utility Easement within the Public Right-of-Way, and the City directs removal or relocation of such facilities, such removal or relocation of Cooperative’s facilities shall be at the City’s expense. Furthermore, the City will repair damage to the portion of the right-of-way designated for parking caused by the Cooperative’s maintenance or repair of lines. The Cooperative will reasonably cooperate with the City to minimize damage to the paved portion of the right-of-way.

E. If Cooperative’s facilities in an Urban Development District are in the Public Right-of-Way only (i.e., the City has not designated an area within the Public Right-of-Way as a Public Utility Easement or

Municipal Utility Easement), and the City directs removal or relocation of such facilities under the provisions of Section \_\_\_\_, such removal or relocation of Cooperative's facilities shall be at the Cooperative's expense.

F. City may request that Cooperative place relocated facilities underground. However, the City shall bear the cost differential between overhead and underground construction and facilities. City shall work with Cooperative in good faith to determine the most cost effective method for relocation of Cooperative's facilities under the Section \_\_\_\_.

**MUNICIPAL UTILITY EASEMENT FOR  
ELECTRIC UTILITIES  
(WITHIN STREET RIGHT-OF-WAY)**

STATE OF TEXAS §

COUNTY OF HAY §

THE CITY OF KYLE, TEXAS (the “City”), the owner of the hereinafter described portion of right-of-way located within the City of Kyle, Hay County, Texas, hereby dedicates and designates the following portion of the right-of-way for use for electric utilities as set forth herein, subject to the continuing and future control and regulation of the use of such municipal utility easement by the City, but to the extent the City has undertaken certain obligations herein, the City may not amend or diminish such obligations herein:

A municipal utility easement situated in Kyle, Hay County, Texas, that is a strip of land six feet in width, being three feet on each side of the centerline of the underground duct bank as built, shown in Exhibits A, and the land where the vaults shown in Exhibits A, are located (being the size of the surface area of the top of the vault) and the land that is three feet around the perimeter of said vaults (the “Property”).

This Municipal Utility Easement for Electric Utilities (the “Easement”) is a non-exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing, or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated, and removed, structures or improvements reasonably necessary and useful for: an underground electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances and other facilities useful or necessary for the transmission and distribution of electric utility service including fiber optic communications as may be necessary for as related to the transmission or distribution of electricity, energy, power, light, heat, or energy services or other services provided by the Cooperative located within one or more conduits located within a duct bank owned by the City or within vaults underground or aboveground (the “Facilities”) in, under and across the Property more fully described in Exhibit “A” attached hereto.

This Easement is subject to the following covenants:

- 1. The City reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent the use of the Property as provided herein. Specifically, and without limiting the generality of the foregoing, the City has the right to install, construct, own, operate, maintain, repair, control and regulate roadways, streets, trails, and driveways; underground duct bank facility facilities (a general illustration of

which is attached hereto as **Exhibit B**), in which underground telecommunication, cable, fiber, and other electronic data transmission facilities, and similar utilities are to be installed, located, maintained, repaired, replaced, and operated as permitted by the City; water, reclaimed water, sanitary sewer and wastewater mains, wastewater line and pipes; natural gas lines and systems; storm sewer, drainage, and systems for the conveyance of stormwater run-off; landscaping; and signage on, in, under, over and across the Property so long as such use does not unreasonably interfere with or prevent the use of the Property as provided herein; provided, however, the City may not construct any buildings or similar improvements on the Property.

2. This Easement is being dedicated within the boundaries of public right-of-way. In the event of any conflicts between the Easement granted herein and the instrument dedicating the public right-of-way, this Easement governs.
3. The Facilities will generally be located under the portion of the right-of-way designated for parking and additionally where needed for connectivity of such Facilities in the shared travelled lanes of the right-of-way and such other portions as may be required as generally depicted on **Exhibits C** attached hereto and incorporated herein for all purposes. Specifically, and without limiting the generality of the rights of the City retained herein, the City shall have the right to place, construct, operate, repair, replace any pavement, asphalt, concrete, parking striping, and signage on, in, under, over and across the Easement and to use the Easement for public parking and right-of-way provided, however, that such pavement, asphalt, concrete, parking or parking striping or signage will not be placed above certain electric utility facilities, including, without limitation, electric utility vaults which may require appropriate clearances on the top of the equipment doors.
4. The boundaries of the Property also include portions of the right-of-way used for pedestrian sidewalks. The only portion of the Facilities that may be located in the portion of the right-of-way that is used as a sidewalk will be “service stub-outs,” including, primary or secondary electric service to adjacent private property, and such “service stub-outs” will be located to the maximum extent possible in the portion of the right-of-way that serves as an entrance to private alleys and will be located generally as depicted in **Exhibit “C”** attached hereto and incorporated herein for all purposes; provided, however, the City acknowledges that if private alleys are unavailable for such “service stub-outs” Facilities may be placed across any portion of the ROW adjacent to private property and is dependent on the finalized design for the Facilities.
5. The use of this Easement includes the placement, construction, operation, repair, maintenance, rebuilding, replacement, relocation, and removal of conduit for electric

facilities and related structures and improvements reasonably necessary and useful for the Facilities. In addition, the use of the Easement by Pedernales Electric Cooperative, Inc. (“**PEC**” or the “**Cooperative**”) includes: (a) the right to inspect, patrol, relocate, remove, and maintain the electric facilities within the Easement or other portions of the Property as may be required; and (b) the right to remove and trim trees and vegetation, or parts thereof, or other obstructions with prior notice to the City which endanger or may interfere with the efficiency of the electric facilities and may affect other utilities located within duct banks to address outages or other repairs or upgrades; provided, however, no prior notice to the City shall be required to the extent to address an emergency situation that threatens the public safety.

6. This Easement is dedicated, granted and accepted subject to any and all easements, covenants, rights-of way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Hay County, Texas or apparent on the ground.
7. (a) Except as provided herein, the repair of any damage to pavement, facilities, equipment, asphalt, concrete, parking striping, and signage within the Easement or to trees, bushes, landscaping, ground cover, and other vegetation within the other portions of the Property, caused by the construction, placement, installation, repair, maintenance, operation, rebuilding, replacing, relocation, or removal of the Facilities, shall be finalized by the utility or entity installing the Facilities within thirty (30) days of completion of any such work within or upon the Easement or the Property so as to restore the Easement or the Property and any improvements to substantially the same condition as existed prior to commencement of such construction, maintenance, repair or other work.  
  
(b) After the initial installation of the underground electric distribution facilities owned and operated by PEC for a phase of development, PEC shall not be liable to repair any damage to pavement, asphalt, concrete, parking striping, and signage within the Property or to trees, bushes, landscaping, ground cover, and other vegetation within the other portions of the Property caused by the construction, placement, installation, repair or maintenance, operation, rebuilding, replacing, relocation or removal of the underground electric distribution facilities within the Property caused by PEC. The City will be responsible for such restoration or for causing the restoration of the Property. PEC will reasonably cooperate with the City to minimize damage to the pavement, asphalt, concrete, parking striping, and signage, within the Property or trees, bushes, landscaping, ground cover, and other vegetation within the other portions of the Property to the extent PEC must construct, reconstruct, operate, inspect, patrol,



relocate, remove, and maintain the electric facilities. This section does not apply to damage resulting from work or activities conducted by a contractor contracting with a person or entity other than PEC.

(c) If the City directs removal or relocation of PEC's electric facilities located within the Easement or the Property, such removal or relocation of PEC's electric facilities shall be at the City's expense.

The covenants and terms of this Easement are covenants running with the land and enforcement of this Easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions of this Easement, either to restrain the violation or to recover damages. Invalidation of any of the restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of the easements herein, which shall remain in full force and effect.

When the context requires, singular nouns and pronouns include the plural.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF KYLE, TEXAS

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAY           §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared Scott Sellers, City Manager, on behalf of the City of Kyle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

AFTER RECORDING RETURN TO:

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

DRAFT

**EXHIBIT A**

**[Add as Exhibits A the layout of the lines and vaults]**

DRAFT

**EXHIBIT B**

**Duct Bank Cross Section**

DRAFT

**EXHIBIT C**

**Street Cross Section**

DRAFT

DRAFT



# CITY OF KYLE, TEXAS

## South Old Stagecoach Speed

**Meeting Date: 7/21/2020**

**Date time:7:00 PM**

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

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

- ☐ Speed Survey 600-700 Old South Stage Coach June 2020



# KYLE POLICE DEPARTMENT

111 North Front Street - Kyle, Texas 78640

Date: June 29, 2020  
To: Chief Jeff Barnett  
From: Sgt. T. Vrana  
Re: Traffic Speed Survey: South Old Stagecoach Road

---

A traffic survey was conducted in the 800 block of South Old Stagecoach Rd. for a total period of ten days (6/20/2020 00:00 hours to 6/27/2020 00:00 hours). Only the northbound traffic was measured and to capture traffic movement into the 700-600 block. The section of roadway maintains a posted speed limit of 35 miles per hour and is a two-lane roadway with no improved shoulders and no center median. The speed counter was mounted in an inconspicuous location and scheduled in "stealth mode" to reduce the possibility of incorrect data created from motorists' reaction to observing the counter.

This report was created using an hourly incremental rendering to analyze any disparity among different days. The total number of vehicles counted were approximately 9,800 with an overall average speed of 39 miles per hour. High speeds (60-66 mph) were noted mostly in the late evening to early morning hours during weekdays.

1. Total Vehicles Count.....9607
2. # of Speed Violations.....7602
3. % of Speed Violations.....77%
4. % of Vehicles Respecting Limit.....23%
5. Average Speed.....39 mph
6. Maximum Speed (MPH).....66 mph
7. Minimum Speed (MPH).....3 mph
8. 50th Percentile Speed Average (MPH).....39 mph
9. 85th Percentile Speed Average (MPH).....44 mph

Count by Speed Range

Speed (mph)	Count
• 1 - 5	16
• 6 - 10	71
• 11 - 15	38
• 16 - 20	20
• 21 - 25	86
• 26 - 30	395
• 31 - 35	1896
• 36 - 40	3762
• 41 - 45	2497 – Generally the Warning Zone
• 46 - 50	663
• 51 - 55	136
• 56 - 60	23
• 61 - 65	3
• 66 - 70	1

Sgt. T. Vrana  
Traffic Division Supervisor  
Kyle Police Department





# CITY OF KYLE, TEXAS

## Executive Session-Convene

**Meeting Date: 7/21/2020**

**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 Bunton Goforth Roundabout
  - o County Parks Bond
  - o Project Dark Gray
  - o General Obligation Bond
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
  - o Project Indigo
  - o Project Shamrock
  - o Project Just Peachy

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available



# CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 7/21/2020  
Date time:7:00 PM

**Subject/Recommendation:** Take action on items discussed in Executive Session.

**Other Information:**

**Legal Notes:**

**Budget Information:**

---

**ATTACHMENTS:**

**Description**

No Attachments Available