

CITY OF KYLE

Notice of Regular City Council Meeting

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



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

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on November 17, 2020, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640; Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>, for the purpose of discussing the following agenda.

Posted this 13th day of November, 2020, prior to 7:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - November 4, 2020. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - November 4, 2020. ~ *Jennifer Holm, City Secretary*
3. City Council Special Meeting Minutes - November 10, 2020. ~ *Jennifer Holm, City Secretary*

III. Citizen Comment Period with City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time

period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

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

IV. Presentation

5. ACC Riverbats Day Proclamation. ~ *Travis Mitchell, Mayor*
6. Native American/Indigenous People Heritage Month Proclamation. ~ *Dex Ellison, Council Member*
7. Presentation on downtown Christmas festivities, including park lighting and Santa on the Square. ~ *Mariana Espinoza, Director of Parks & Recreation*
8. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

V. Consent Agenda

9. Interlocal Agreement for Provision of 9-1-1 GIS Data between the County of Hays and the City of Kyle. ~ *Howard J. Koontz, Director of Planning and Community Development*
10. Authorize award and execution of a purchase order to QRO MEX CONSTRUCTION COMPANY, INC., Granite Shoals, TX, the best value and lowest bidder, in an amount not to exceed \$4,242,260.92, which includes a five (5) percent contingency to perform all work required for the construction of the Elliott Branch Wastewater Interceptor Project. ~ *Leon Barba, P.E., City Engineer*
11. Approve Amendment No. 2 to the contract with ESPEY CONSULTANTS, INC., dba RPS, Austin, Texas, in the amount of \$101,789.00 increasing the total contract amount not to exceed \$967,309.00 for providing construction phase services for the Elliott Branch Wastewater Interceptor Project. ~ *Leon Barba, P.E., City Engineer*
12. Authorize award and execution of a Purchase Order to Tyler Technology in an amount not to exceed \$40,000.00 for the purchase of EnerGov Assist - Annual Subscription. Energov Assist includes dedicated support, configuration, and training services paired with a CSAM (Client Success Account Manager) that will help execute the City of Kyle's desire for innovation between civic engagement and City services pertaining to permitting and planning review processes. ~ *Matt Dawson, Director Information Technology*
13. Approve an Encroachment Agreement between Lower Colorado River Authority

and North Hays County Municipal Utility District No. 2 related to Marketplace Avenue. ~ *J. Scott Sellers, City Manager*

14. Authorize award and execution of an emergency Purchase Order to MEKAWORKS, INC., Wimberley, Texas, in an amount not to exceed \$28,000.00 (Coronavirus Relief Funds) for the lease one robotic unit and to pay for a robotic technician for one year to detect and collect litter and other contaminated materials discarded in City parks. This sole source procurement is necessary to preserve and protect the public health and safety of employees and visitors in City parks against the COVID-19 pandemic. ~ *Dex Ellison, Council Member and J. Scott Sellers, City Manager*
15. Authorize award and execution of an emergency Purchase Order to HOTSY CARLSON EQUIPMENT CO., Austin, Texas, in an amount not to exceed \$48,419.81 (Coronavirus Relief Funds) for the purchase of three (3) trailer mounted power washers and associated accessories through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of Kyle residents and visitors in open public grounds against the COVID-19 pandemic. ~ *Chance Padier, Environmental Services & Trades Manager*
16. Authorize award and execution of an emergency Purchase Order to THE BRANDT COMPANIES, LLC., Austin, Texas, in an amount not to exceed \$89,183.00 (Coronavirus Relief Funds) for the replacement of 400 light switches to occupancy switches in City buildings through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of employees and visitors in City buildings. ~ *Tim Cropley, Facilities Manager*
17. Authorize award and execution of an emergency Purchase Order to THE BRANDT COMPANIES, LLC., Austin, Texas, in an amount not to exceed \$168,830.00 (Coronavirus Relief Funds) for the installation of 43 GPS Ionization devices in HVAC systems in City buildings and for the replace of the HVAC air handler for the Library building through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of employees and visitors in City buildings against the COVID-19 pandemic. ~ *Tim Cropley, Facilities Manager*
18. Authorize award and execution of an emergency Purchase Order to THE BRANDT COMPANIES, LLC., Austin, Texas, in an amount not to exceed \$108,422.00 (Coronavirus Relief Funds) for the replacement of all faucets (43), flush valves (30) and water fountains (7) in City buildings through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of employees and visitors in City buildings against the COVID-19 pandemic. ~ *Tim Cropley, Facilities Manager*

VI. Consider and Possible Action

19. *(First Reading)* An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning and reduce to approximately 2.3 acres of

land from (PUD) Neighborhood Commercial 'NC' to (PUD) Neighborhood Commercial 'NC', rezone and increase to approximately 27.215 acres of land from (PUD) Residential Condominium 'R-1-C' to (PUD) Residential Condominium 'R-1-C' and rezone and reduce to approximately 3.824 acres of land from (PUD) Agriculture 'A' to (PUD) Agriculture 'A' for property located at 602 Creekside Trail, in Hays County, Texas. (Kyle Chateau Bella, Inc. - Z-20-0065) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

- Public Hearing

20. Consider appropriate parking ratios to allow for construction of a Dutch Bros Coffee facility located at 20325 IH-35. ~ *Howard J. Koontz, Director of Planning and Community Development*
21. Consider a request for subdivision waivers for Proposed Plat of Green Pastures, Section 2, Block R, Replat of Lots 2 & 3 located northeast of the intersection of High Rd. and Lilac Way. (SUB-19-0077) ~ *Howard J. Koontz, Director of Planning and Community Development*

- Lot 2A to be less than "greater than 1-acre" and have less than "130-feet of width at the front property line".
- Lot 2B will need a waiver to the "greater than 1-acre" requirement.

22. *[Postponed 11/4/2020] (Second Reading)* An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 128.58 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' and approximately 30.27 acres of land to Residential Townhome 'R-1-T' and approximately 20.37 acres of land to Community Commercial 'CC' for property located off of E. Post Road, just north of Quail Ridge Subdivision, in Hays County, Texas. John H. Spooner Revocable Trust - Z-20-0061) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

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

23. A Resolution Authorizing the City Manager to Enter into Agreements with Third-Party Building Inspectors and Plan Reviewers and Approving a Form of Contract. ~ *Howard J. Koontz, Director of Planning and Community Development*
24. Discussion and Possible Action to Issue a Request for Qualifications for Owner's Representative for the Kyle Public Safety Center. ~ *J. Scott Sellers, City Manager*
25. *(Second Reading)* An Ordinance of the City of Kyle, Texas, Amending the City

of Kyle Code of Ordinances; Amending Article II. Water and Wastewater System Generally, Section 50-30 to Authorize the Imposition of Water & Wastewater Utility Liens; Establishing Procedures for the Release of Utility Liens; and Providing for Related Matters. ~ *Paige Saenz, City Attorney*

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

26. General discussion and possible action to establish Proposition B Parks public engagement processes and time line. ~ *Travis Mitchell, Mayor*
27. Consider and possible action to engage Honeywell International, Inc., in the amount of \$29,000 for infrastructure investment within the City of Kyle. ~ *Robert Rizo, Council Member*

VII. City Manager's Report

28. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
 - Runoff Election
 - Roller Hockey
 - Thanksgiving Holidays
 - Kyle Mass Food Distribution Event

VIII. Executive Session

29. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - 104 S. Burlison
 - Bond fund projects and related agreements
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - 201 S. Burlison
 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.
30. Take action on items discussed in Executive Session.

IX. Adjourn

At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which

state law authorizes Executive Session to be held

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



CITY OF KYLE, TEXAS

2020 1104 Special Minutes

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - November 4, 2020. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2020 1104 DRAFT Special Council Meeting Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on November 4, 2020 and due to COVID-19, some members attended virtually (v) at Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell (v)
Mayor Pro Tem Rick Koch (v)
Council Member Dex Ellison (v)
Council Member Tracy Scheel
Council Member Robert Rizo (v)
Council Member Alex Villalobos (v)
Council Member Michael Tobias (v)
Scott Sellers, City Manager
James Earp, Assistant City Manager (v)
Paige Saenz, City Attorney (v)
Jerry Hendrix, Chief of Staff (v)
Samantha Armbruster, Communications Dir.
Jennifer Holm, City Secretary
Leon Barba, City Engineer (v)
Diana Torres, Economic Dev Director (v)
Perwez Moheet, Finance Director (v)
Grant Bowling, Video Production Specialist
Howard Koontz, Community Dev Director (v)
Jeff Barnett, Chief of Police (v)

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 6:05 p.m. Mayor Mitchell asked the city secretary to call roll.

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

Council Member Ellison arrived after roll call at 6:07 p.m. and Council Member Rizo arrived after roll call at 6:10 p.m. Council Member Villalobos arrived at 6:52 p.m.

II. Citizen Comment Period with City Council

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

Mayor Mitchell opened citizen comments at 6:06 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 6:06 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.
 - K47
 - Low Income Development on Philomena
 - Changeable Electronic Variable Message Sign
 - 104 S. Burlson
 - New Haven Assisted Living and Memory Care Delinquent Utility Account
 - Addendum to the Economic Development Agreement Between RR HPI, LP and the City of Kyle
 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 Giving Tree
 - Project Shamrock

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 -K47, Low Income Development on Philomena, Changeable Electronic Variable Message Sign, 104 S. Burlson, New Haven Assisted Living and Memory Care Delinquent Utility Account, Addendum to the Economic Development Agreement Between RR HPI, LP and the City of Kyle; 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 Giving Tree, Project Shamrock."

The City Council convened into executive session at 6:07 p.m.

3. Take action on items discussed in Executive Session.

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

The City Council reconvened into open session at 7:14 p.m. Mayor Mitchell announced that no action took place in Executive Session, but action would be taken now.

IV. Consider and Possible Action

4. Action on Addendum to the Economic Development Agreement Between RR HPI, LP and the City of Kyle. ~ *Paige Saenz, City Attorney*

Council Member Scheel moved to approve Addendum to the Economic Development Agreement Between RR HPI, LP and the City of Kyle in a form approved by the City Manager and the City Attorney. Council Member Villalobos seconded the motion.

There was discussion on the motion. Mayor Mitchell asked Mr. Sellers to present the agreement.

All votes aye; motion carried 7-0.

V. Adjourn

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

With no further business to discuss, the City Council adjourned at 7:16 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer A. Holm, City Secretary



CITY OF KYLE, TEXAS

2020 1104 Minutes

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: City Council Meeting Minutes - November 4, 2020. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2020 1104 DRAFT City Council Meeting Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on November 4, 2020 and due to COVID-19, some members attended virtually (v) at <https://www.cityofkyle.com/kyletv/kyle-10-live>; Spectrum 10 with the following persons present:

Mayor Travis Mitchell (v)	Ashley Kegley-Whitehead
Mayor Pro Tem Rick Koch (v)	Patti Hixon
Council Member Dex Ellison (v)	Connor J. Overby
Council Member Tracy Scheel	Gary Whited
Council Member Robert Rizo	Danny Gilpin
Council Member Alex Villalobos (v)	
Council Member Michael Tobias (v)	
Scott Sellers, City Manager	
James Earp, Assistant City Manager (v)	
Paige Saenz, City Attorney (v)	
Jerry Hendrix, Chief of Staff (v)	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer (v)	
Kathy Roecker, SWMP Administrator (v)	
Perwez Moheet, Finance Director (v)	
Sandra Duran, HR Director (v)	
Grant Bowling, Video Production Specialist	
Xander Baker, Mkt. & Multimedia Specialist	
Mariana Espinoza, PARD Director (v)	
Howard Koontz, Community Dev Director (v)	
Jeff Barnett, Chief of Police (v)	
Harper Wilder, Director of Public Works (v)	
Tim Samford, Div. Mgr. Tmt. Operations (v)	
Scott Egbert, Div. Mgr. - Street Operations (v)	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:18 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 - October 20, 2020. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - October 20, 2020. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Scheel moved to approve the minutes of the October 20, 2020 Special Council Meeting and the minutes of the October 20, 2020 Council Meeting. Council Member Rizo seconded the motion. All votes aye, motion carried 7-0.

III. Citizen Comment Period with City Council

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

Mayor Mitchell opened citizen comments at 7:20 p.m.

Samantha Armbruster spoke and introduced Xander Baker, Marketing and Multi-Media Specialist and Grant Bowling, Video Production Specialist, who each introduced themselves.

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

IV. Presentation

4. Veteran's Day City Council Proclamation. ~ *Robert Rizo, Council Member*

Mayor Mitchell brought forward Item No. 4 for discussion and gave the floor to Council Member Rizo. Council Member Rizo yielded the floor to Council Member Villalobos but he did not respond. Council Member Rizo presented the proclamation. No action was taken.

5. Presentation by Buie Co. summarizing Public Safety Center Bond public education activities. ~ *Jerry Hendrix, Chief of Staff*

Mayor Mitchell brought forward Item No. 5 for discussion. Mr. Hendrix introduced Ashley Kegley-Whitehead and Patti Hixon with Buie, who presented the item. No action was taken.

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

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

V. Consent Agenda

Mayor Mitchell brought forward for discussion, Item Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

7. Approve the City of Kyle's Spending Plan for the Coronavirus Relief Funds for submission to Texas Department of Emergency Management (TDEM) by the deadline of November 13, 2020. ~ *J. Scott Sellers, City Manager*
8. Approve an amendment to the City's Emergency Utility Bill Relief Grant Program to extend the grant assistance period through December 2020. ~ *J. Scott Sellers, City Manager*

9. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 2.4 acres of land from Multi-Family Residential-3 'R-3-3' to Residential Condominium District 'R-1-C' for property located at 104 Creekside Trail, in Hays County, Texas. (KCW Interests 3, LLC, Whited Enterprises, LLC D/B/A Vision Partners and FHC Consolidated - Z-20-0063) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

City Council voted 6-0 to approve on First Reading.

10. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, to assign original zoning to approximately 2.67 acres of land from Agriculture 'AG' to Retail Service District 'RS' for property located at 1805 W. RR 150, in Hays County, Texas. (Covey Fund I, LP - Z-20-0064) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

City Council voted 6-0 to approve on First Reading.

11. Approve an agreement for Video Streaming Services with Swagit Productions, LLC, in an amount not to exceed \$24,210.00. ~ *Jennifer Holm, City Secretary*
12. Authorize award and execution of a Purchase Order to Nueces Power Equipment in an amount not to exceed \$531,747.81 for the purchase of one (1) new Wirtgen W150 CFI 4' Milling Machine through the BuyBoard Purchasing Cooperative for the Street Construction Department in Public Works Department. ~ *Harper Wilder, Director of Public Works*
13. Authorize award and execution of a Purchase Order to NAPCO CHEMICAL COMPANY, Spring, TX in an amount not to exceed \$93,247.75 which includes a fifteen (15) percent contingency for the delivery of sodium hypochlorite and sodium bisulfite to the City of Kyle wastewater treatment plant for the Public Works Department. ~ *Tim Samford, Division Manager Treatment Operations*
14. Authorize award and execution of a Purchase Order to Nueces Power Equipment in an amount not to exceed \$105,935.32 for the purchase of one (1) new Hamm H 7i P Pad Drum Roller through the BuyBoard Purchasing Cooperative for the Street Construction Department in Public Works Department. ~ *Harper Wilder, Director of Public Works*
15. Authorize award and execution of a Purchase Order to Nueces Power Equipment in an amount not to exceed \$98,229.60 for the purchase of one (1) new Hamm H 7i Smooth Drum Roller through the BuyBoard Purchasing Cooperative for the Street Construction Department in Public Works Department. ~ *Harper Wilder, Director of Public Works*
16. A Resolution of the City Council of the City of Kyle, Texas accepting the Stagecoach Subdivision Phase 2 improvements: finding and determining that the meeting at which this

Resolution is passed was noticed and is open to the Public as required by law.~ *Leon Barba, P.E., City Engineer*

17. *(First Reading)* An Ordinance of the City of Kyle, Texas Creating a Construction Work Zone for Traffic and Temporarily Reducing the Rate of Speed Therein, on the Northbound Frontage Road of Interstate Highway 35 in the City Limits of the City of Kyle; Defining the Speed Limit; Requiring the Placement of Signs; Fixing a Penalty; with a Savings Clause and Effective Date. ~ *Leon Barba, P.E., City Engineer*

Council Member Scheel moved to approve Consent Agenda Item Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17. Council Member Villalobos seconded the motion.

There was discussion on the motion. Council Member Ellison stated that he has questions regarding the legality of Item No. 7. The Council collectively agreed to discuss the item during the Executive Session.

Council Member Scheel amended her motion to approve Consent Agenda Item Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

There was discussion on the motion. Mayor Pro Tem Koch had questions regarding Item No. 11. Ms. Holm presented the item. Mayor Mitchell called for the vote. All votes aye, motion carried 7-0.

Mayor Mitchell asked whether there were any objections to Item No. 17 being finally passed. There were none. Mayor Mitchell asked Council Member Ellison if he wanted to wait to go into executive session regarding item 7 until later in meeting. He answered yes.

VI. Consider and Possible Action

18. Consider and possible action to approve an Interlocal Agreement for Operations And Maintenance of the Combined Emergency Communications Center. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 18 for discussion. Council Member Villalobos recused himself and left the meeting at 8:20 p.m. Mr. Sellers presented the item.

Mayor Mitchell moved to approve an Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center. Council Member Scheel seconded the motion. All votes aye; motion carried 6-0 with Council Member Villalobos abstaining.

Council Member Villalobos returned at approximately 8:23 p.m.

19. *(First Reading)* An Ordinance of the City of Kyle, Texas, Amending the City of Kyle Code of Ordinances; Amending Article II. Water and Wastewater System Generally, Section 50-30 to Authorize the Imposition of Water & Wastewater Utility Liens; Establishing Procedures for the Release of Utility Liens; and Providing for Related Matters. ~ *Paige Saenz, City Attorney*

Mayor Mitchell brought forward Item No.19 for discussion. Ms. Saenz presented the item.

Mayor Mitchell moved to approved Item No. 19 as written and give staff direction to bring back a policy consistent with the discussion that we have had today to be considered at second reading. Council Member Rizo seconded the motion.

There was discussion on the motion. Mayor Mitchell requested Mr. Moheet to provide policy through email for review before the next meeting.

All votes aye; motion carried 7- 0.

20. *[Postponed 10/20/2020]* Consider approval of Brohn Homes (Casetta Ranch) ROW license agreement. ~ *Howard J. Koontz, Director of Planning and Community Development*

Mayor Mitchell brought forward Item No. 20 for discussion. Mr. Koontz requested Ms. Saenz present the item.

Council Member Scheel moved to approve Brohn Homes (Casetta Ranch) ROW license agreement. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

21. A resolution of the City of Kyle, Texas, Accepting the petition for annexation of 120.41 acres, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (ANNX-20-0006 - Barry C. Wukasch - 800 Bunton Lane) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

Council Member Rizo moved to approve a resolution of the City of Kyle, Texas, Accepting the petition for annexation of 120.41 acres, more or less, of land located in Hays County, Texas; setting an annexation schedule; providing for open meetings and other related matters. (ANNX-20-0006 - Barry C. Wukasch - 800 Bunton Lane) Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

22. Award a professional services contract to Coleman and Associates for the landscape design of Mary Kyle Hartson Park and 104 S Burluson in an amount not to exceed \$93,700.00. ~ *James R. Earp, Assistant City Manager*

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

Council Member Scheel moved to award a professional services contract to Coleman and Associates for the landscape design of Mary Kyle Hartson Park and 104 S Burluson in an amount not to exceed \$93,700.00. Council Member Ellison seconded the motion. All votes aye, motion carried 7-0.

23. *[Postponed 10/20/2020] (Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 128.58 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' and approximately 30.27 acres of land to Residential Townhome 'R-1-T' and approximately 20.37 acres of land to Community Commercial 'CC' for property located off of E. Post Road, just north of Quail Ridge Subdivision, in Hays County, Texas. John H. Spooner Revocable Trust - Z-20-0061) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

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

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

Mayor Mitchell moved to postpone an ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 128.58 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' and approximately 30.27 acres of land to Residential Townhome 'R-1-T' and approximately 20.37 acres of land to Community Commercial 'CC' for property located off of E. Post Road, just north of Quail Ridge Subdivision, in Hays County, Texas until the next regularly scheduled City Council Meeting, November 17, 2020. Council Member Rizo seconded the motion.

There was discussion on the motion. Mayor Pro Tem Koch requested that any backup material for this item be included at the time the agenda is posted so that Council has time to review.

All votes aye, motion carried 7-0.

VII. City Manager's Report

24. 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*
- Stage II Drought ALERT
 - Spook-Tacular Cruise
 - Kyle Mass Food Distribution Event
 - November 10 TIRZ Meeting
 - November 17 Special Council Meeting
 - Veteran's Day Holiday

Mr. Sellers spoke about the Stage II Drought ALERT in effect since October 22, Spook-Tacular Cruise, Kyle Mass Food Distribution Event, November 10 TIRZ Meeting, November 17 Special Council Meeting, and the Veteran's Day Holiday. Mr. Sellers spoke about the need to call a special meeting to canvass the November 3 election. Council decided to plan to canvass the election and call the runoff election on November 10th prior to the scheduled TIRZ Board meeting.

VIII. Executive Session

25. 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.
 - K47
 - Low Income Development on Philomena
 - Changeable Electronic Variable Message Sign

- 104 S. Burlison
 - New Haven Assisted Living and Memory Care Delinquent Utility Account
 - Addendum to the Economic Development Agreement Between RR HPI, LP and the City of Kyle
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 Giving Tree
 - Project Shamrock

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 - Low Income Development on Philomena, Changeable Electronic Variable Message Sign, and Item No. 7 Approve the City of Kyle's Spending Plan for the Coronavirus Relief Funds for submission to Texas Department of Emergency Management (TDEM) by the deadline of November 13, 2020.”

The City Council convened into executive session at 9:17 p.m.

26. Take action on items discussed in Executive Session.

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

The City Council reconvened into open session at 10:24 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

7. Approve the City of Kyle's Spending Plan for the Coronavirus Relief Funds for submission to Texas Department of Emergency Management (TDEM) by the deadline of November 13, 2020. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 7 out of order after returning from Executive Session.

Council Member Ellison moved to authorize the City of Kyle spending plan for the Coronavirus relief funds for submission to TDEM by the deadline of November 13th and authorize the city manager to adjust the plan and add or remove expenditures as appropriate in compliance with TDEM guidelines. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

IX. Adjourn

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

With no further business to discuss, the City Council adjourned at 10:25 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer A. Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2020 1110 Special Minutes

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - November 10, 2020. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2020 1110 DRAFT Special Meeting Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on November 10, 2020 and due to COVID-19, all members attended virtually at <https://meetings.ringcentral.com/j/1499626596> with the following persons present:

Mayor Travis Mitchell	Ashlee Bradshaw
Mayor Pro Tem Rick Koch	Megan Wehring
Council Member Dex Ellison	Gregory Miller
Council Member Tracy Scheel	
Council Member Robert Rizo	
Council Member Alex Villalobos	
Council Member Michael Tobias	
Scott Sellers, City Manager	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Matt Dawson, IT Director	

I. Call Meeting to Order

Mayor Pro Tem Koch called the meeting to order at 6:52 p.m. Mayor Pro Tem Koch asked the city secretary to call roll.

Present were: Mayor Pro Tem Koch, Council Member Scheel, Council Member Tobias, Council Member Villalobos, Council Member Rizo, and Council Member Ellison. A quorum was present. Mayor Mitchell arrived at approximately 6:53 p.m.

II. Citizen Comment Period with City Council

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

Mayor Pro Tem Koch opened citizen comments at 6:53 p.m. With no one wishing to speak, Mayor Pro Tem Koch closed citizen comments at 6:53 p.m.

III. Consider and Possible Action

2. A Resolution Canvassing the Returns and Declaring the Results of the November 3, 2020 General and Special Election - Charter Amendments of the City of Kyle, Texas. ~ *Travis Mitchell, Mayor*

Mayor Pro Tem Koch brought forward Item No. 2. Mayor Mitchell arrived and read the results for the record:

There came to be considered the returns of the general election held on the 3rd day of November, 2020, for the purpose of electing a Mayor and Council Members for

Districts 2 and 4, and it appearing from said returns duly and legally made; that each of the candidates in said election received the following votes: For Mayor, Travis Mitchell received a total of 5,816 votes; Linda Tenorio received a total of 5,858 votes; Dave Abdel received a total of 2,413 votes; and Peter Parcher received a total of 1,386 votes. For District 2, Yvonne Flores-Cale received a total of 2,818 votes; and Tracy Scheel received a total of 1,806 votes. For District 4, Tim McHutchion received a total of 2,043 votes; and Ashlee Bradshaw received a total of 3,188 votes. It is found, determined and declared by the City Council that said election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with law; and that Yvonne Flores-Cale was duly elected to Council District 2; and that Ashlee Bradshaw was duly elected to Council District 4. Said above named parties are hereby declared duly elected to said offices, subject to the taking of the oath of office as provided by the laws of the State of Texas. In accordance with the Constitution and the Texas Election Code, a Municipal Runoff Election is hereby called and ordered for Tuesday, December 8, 2020, at which election all qualified voters of the City may vote for the purpose of electing a mayor. The candidates for such runoff election shall be Travis Mitchell and Linda Tenorio, the two candidates in the general election who received the most votes.

There came to be considered the returns of the special election held on the 3rd day of November 2020, pursuant to Chapter 9, Tex. Loc. Gov't. Code, for the purpose of voting on the following propositions to amend the City Charter; and it appearing from the returns of said special election, duly and legally made, that each proposition received the following votes cast "FOR" the proposition submitted, and "AGAINST" the proposition submitted.

For Proposition C, there were a total of 11,434 in favor and 3,873 against. For Proposition D, there were a total of 13,991 in favor and 1,666 against. For Proposition E, there were a total of 10,448 in favor and 4,510 against. For Proposition F, there were a total of 12,088 in favor and 3,623 against. For Proposition G, there were a total of 9,893 in favor and 5,135 against. It is found, determined and declared by the City Council that said special election was duly called; that notice of said special election was given in accordance with law, returns of the election have been lawfully made by the proper officials, and that said election was held in accordance with law. Of each of the above-stated propositions, being submitted to only qualified, resident electors of the City for vote, Propositions C, D, E, F, and G resulted in more than a majority of the qualified votes voting at the election having voted to pass the proposition by the number of votes described in Section 2(a).

As approved and adopted by a majority of the qualified voters voting at such election the City of Kyle Home Rule Charter shall be amended as provided in the approved propositions and the ordinance calling the charter amendment election, and it is hereby declared that said amendments to the City of Kyle Home Rule

Charter, as fully set out in the ordinance calling said charter amendment election, are hereby adopted.

Mayor Mitchell moved to approve a Resolution Canvassing the Returns and Declaring the Results of the November 3, 2020 General and Special Election - Charter Amendments of the City of Kyle, Texas. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

3. *(First Reading)* An Ordinance by the City Council of the City of Kyle, Texas Canvassing the Returns and Declaring the Results of a Bond Election Held November 3, 2020, and Containing Provisions Necessary and Incidental Thereto. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward and presented Item No. 3. Mayor Mitchell read the results for the record:

For Proposition A, there were a total of 9,267 in favor and 7,423 against. For Proposition B, there were a total of 9,231 in favor and 7,178 against.

Mayor Mitchell moved to approve an Ordinance by the City Council of the City of Kyle, Texas Canvassing the Returns and Declaring the Results of a Bond Election Held November 3, 2020 and Containing Provisions Necessary and Incidental Thereto. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell asked whether there were any objections to the item being finally passed. There were none.

4. A Resolution of the City of Kyle, Texas, Calling a Runoff Election on Tuesday, December 8, 2020, for the Purpose of Electing a Mayor; Providing for Early Voting and for Notice of the Election; and Providing for Other Matters Relating to the Election and Setting an Effective Date. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward and presented Item No. 4.

Mayor Mitchell moved to approve a Resolution of the City of Kyle, Texas, Calling a Runoff Election on Tuesday, December 8, 2020, for the Purpose of Electing a Mayor; Providing for Early Voting and for Notice of the Election; and Providing for Other Matters Relating to the Election and Setting an Effective Date. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

IV. Executive Session

5. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.

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

There was no Executive Session.

6. Take action on items discussed in Executive Session.

V. Adjourn

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

With no further business to discuss, the City Council adjourned at 7:09 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer A. Holm, City Secretary



CITY OF KYLE, TEXAS
ACC Riverbats Day Proclamation

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: ACC Riverbats Day Proclamation. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Native American/Indigenous People Heritage Month

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Native American/Indigenous People Heritage Month Proclamation. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Christmas festivities

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Presentation on downtown Christmas festivities, including park lighting and Santa on the Square. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 11/17/2020

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

Hays County ILA - 9-1-1 GIS Data

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Interlocal Agreement for Provision of 9-1-1 GIS Data between the County of Hays and the City of Kyle. ~ *Howard J. Koontz, Director of Planning and Community Development*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Interlocal for GIS Data Draft

COUNTY OF HAYS

STATE OF TEXAS

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT FOR PROVISION OF 9-1-1 GIS DATA** (“Agreement”) is executed as of the ____ day of _____, 2020, by and between the **COUNTY OF HAYS**, a political subdivision of the State of Texas, hereinafter referred to as the “County”, and the **CITY OF _____**, Texas, a general law municipal corporation under the laws of the State of Texas, hereinafter referred to as the “City”, acting by and through their duly authorized representatives.

WHEREAS, the Commissioners Court of the County (the “Court”) and the City Council of the City (the “Council”) have each found that contracting for and with respect to the governmental services hereinafter described will result in increased efficiency and economy to the citizens of each such governmental entity; and

WHEREAS, both the County and the City are required to enter into an Interlocal Agreement, pursuant to the Capital Area Emergency Communications District Interlocal Agreement for 9-1-1 Geographic Information System Database Management, whereby the City will provide the County with 9-1-1 GIS Data;

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to the citizens of the County and the City, the party’s contract, covenant and agree to provide certain governmental services and functions as follows:

Section 1. Services Provided by the City of _____. The City with the assistance and cooperation of the County, shall provide, by the 15th of each month, the following data:

- A. Provide Road Centerlines that include street names and address ranges used to assign an address.
- B. Provide Site/Structure Address Points that represent addressable sites, structures, or property entrances that exist within the CAPCOG region.
- C. Provide Municipal Boundary that represents the city’s municipal boundary in the CAPCOG region.
- D. Provide, the above data, in an ESRI file geodatabase format that complies with the CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017)

- E. Provide to the County GIS Division copies of all signed ordinances, with legal descriptions and maps, concerning all new annexations, dis-annexations, and changes to the Extraterritorial Jurisdiction, within one month of council approval.

Section 2. Provision of a Contact. The City will provide a contact for the County GIS staff. The City reserves the right to change the contact as needed by giving written notice to the County.

Section 3. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and the County and authorized by both governing bodies.

Section 4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

ATTEST:

CITY OF _____, TEXAS

By: _____
Title: City Secretary

By: _____
Title: Mayor

Date: _____

Date: _____

ATTEST:

HAYS COUNTY, TEXAS

By: _____
Title: County Clerk

By: _____
Title: County Judge

Date: _____

Date: _____



CITY OF KYLE, TEXAS

Elliott Branch Wastewater Interceptor Contract

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a purchase order to QRO MEX CONSTRUCTION COMPANY, INC., Granite Shoals, TX, the best value and lowest bidder, in an amount not to exceed \$4,242,260.92, which includes a five (5) percent contingency to perform all work required for the construction of the Elliott Branch Wastewater Interceptor Project. ~
Leon Barba, P.E., City Engineer

Other Information: Six bids were received on October 23, 2020 for the construction of the Elliott Branch Wastewater Interceptor Project. The total bids ranged from \$4,040,248.50 to \$5,696,889.00.

Based on the experience and bids submitted, staff recommends award of this contract to QRO MEX CONSTRUCTION COMPANY, INC.

Legal Notes: N/A

Budget Information: A Fiscal Note is attached.

ATTACHMENTS:

Description

- Engineer's Letter & Bid Summary

Our ref: 006111

575 N Dairy Ashford
Suite 700
Houston, TX 77079
T +1 281 589 7257

Date: October 28, 2020

Mr. Leon Barba, P.E.
City Engineer
City of Kyle
100 W. center St.
Kyle, TX78640

Re: Bid Tabulation and Recommendation of Award for Elliott Branch Wastewater Interceptor
Project ID: K20-21.8

Dear Mr. Barba,

We have reviewed the six (6) bids received by the City of Kyle on October 23, 2020 for the construction of the Elliott Branch Wastewater Interceptor project. The apparent Low Bidder for the project is QRO Mex Construction Company, Inc., based on the Bid Price of \$4,040,248.50. A bid tabulation was prepared and is attached for your reference.

The lowest bid of \$4,040,248.50 was 34.2% lower than the Engineer's Estimate of \$6,140,554.72. The average of the lowest three bids was \$4,491,221.67, or 10.04% higher than the lowest bid. The highest bid was 7.2% lower than the Engineer's Estimate. The Attached Bid Tabulation provides a detailed comparison of the bid prices and the Engineer's Estimate.

While compiling the bid tabulations, discrepancies were found for all bidders, with the exception of D Guerra Construction, LLC. However, none of the discrepancies affect the ranking order of the bidders.

Table 1 below presents a summary of the Contractor's bid prices ranked from the lowest bid to the highest bid.

Table 1: Bid Rankings

Rank	Bidding Contractor	Calculated Bid	Published Bid
1	QRO Mex Construction Company, Inc.	\$ 4,040,248.50	\$ 4,027,308.50
2	Smith Contracting Co., Inc.	\$ 4,451,835.50	\$ 4,451,619.50
3	Black Rock Construction	\$ 4,981,581.00	\$ 4,997,387.00
4	Skyblue Utilities, Inc.	\$ 5,406,793.42	\$ 5,406,630.22
5	D Guerra Construction LLC	\$ 5,544,202.50	\$ 5,544,202.50
6	Patin Construction, LLC	\$ 5,696,889.00	\$ 5,696,739.00

Our ref: 006111

The bid documents submitted by QRO Mex Construction Company, Inc., appear to be in order. Based on a limited reference evaluation and the City of Kyle's past experience with QRO Mex Construction Company, RPS recommends award of the contract to the low bidder, QRO Mex Construction Company, Inc.

We appreciate the opportunity to work on this project and look forward to continuing work with you during the construction phase. If you have any questions or require additional information, please call me at 281-589-7257.

Yours sincerely,
for RPS Group, Inc.

A handwritten signature in blue ink, appearing to read 'Sylvester Johnson', with a stylized flourish extending to the right.

Sylvester Johnson, PE
Project Manager
sylvester.johnson@rpsgroup.com



CITY OF KYLE, TEXAS

Amendment No. 2, Elliott Branch WW Interceptor Project

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: Approve Amendment No. 2 to the contract with ESPEY CONSULTANTS, INC., dba RPS, Austin, Texas, in the amount of \$101,789.00 increasing the total contract amount not to exceed \$967,309.00 for providing construction phase services for the Elliott Branch Wastewater Interceptor Project. ~ *Leon Barba, P.E., City Engineer*

Other Information: The scope of work included in this amendment includes:

- Prepare Conformed Documents
- Pre-Construction Conference
- Project Progress Meetings (15)
- Site Visits (15)
- Miscellaneous Meetings (4)
- Review Submittals (60 submittals, 15 re-submittals)
- Review RFIs
- Review Change Orders
- Substantial Completion Inspection & Punch List
- Final Completion Inspection & Punch List
- Record Drawings
- 11 Month Inspection

See attached Exhibit A for a full description of Amendment 2.

Legal Notes: N/A

Budget Information: A Fiscal Note is attached.

ATTACHMENTS:

Description

☐ Exhibit A

Our ref: Project No. 00611

4801 Southwest Parkway
Suite 150
Austin, Texas 78735
T +1 512 328 5771

EXHIBIT A - PROJECT AMENDMENT NO. 2 SCOPE OF SERVICES ELLIOTT BRANCH WASTEWATER INTERCEPTOR

Project Description

RPS will perform limited construction phase services as outlined below and in accordance with the attached level of effort spreadsheet for the construction of the Elliott Branch Wastewater Interceptor Improvements Project.

1 Construction Phase Services

Task 1.1 – Contract Documents

RPS will coordinate with the Contractor to prepare, complete and compile all required forms and documents of the contract. RPS will prepare three (3) hard copies of the contract.

Task 1.2 – Conformed Construction Documents

RPS will incorporate addenda items into the drawings and reissue them as “for construction” to the City for printing and distribution.

Task 1.3 – Pre - Construction Conference

RPS will participate in a preconstruction conference with the City and Contractor to discuss the construction administration procedures and delineate project requirements and constraints at the time and location provided by the City. The City’s will provide an agenda for the meeting.

Task 1.4 – Monthly Project Progress Meetings

RPS will attend one construction progress meetings per month to coordinate construction activities between the City, Engineer, and Contractor. The budget estimate is based on time to prepare for, attend and follow-up the meeting as necessary including meeting minutes preparation and distribution. For budgeting purposes, RPS assumes 21 progress meetings.

Task 1.5 – Monthly Project Site Visits

RPS will perform one site visit per month to observe construction activities, document progress of Work, and to determine, in general, if the Work is proceeding in accordance with the contract documents. Each site visit will be documented with a field report.

Task 1.6 – Miscellaneous Meetings

RPS will attend up to 4 miscellaneous meetings which may include meetings with the Contractor, with City staff, utility providers, or attendance at public meetings. The budget estimate includes preparation for and attendance at the meeting as well as meeting minute preparation and distribution and follow-up, if necessary. It is assumed meetings with the public will be administered by the City staff.

Our ref: 006111

Task 1.7 - Submittal Review

RPS will receive and review shop drawings, samples, and other data, which the Contractor is required to submit, and take appropriate action on the submittals. This review will be for conformance with the design concept of the project and compliance with the information given in the contract documents. We will maintain a log that summarizes the receipt and action taken on each submittal. The budget is based on review of approximately 60 submittals, with approximately 15 submittals requiring a second submittal.

Task 1.8 – Requests for Information

RPS will receive, log, review and respond in writing to Contractor's formal requests for information (RFI) and as directed by City. RPS will maintain a file of all RFI's and responses. The budget is based on responding to approximately 15 RFIs.

Task 1.9 – Change Orders

RPS will review proposed allowance directives, change orders, supplemental agreements, and time extension requests from the Contractor as directed by the City.

Task 1.10 – Substantial Completion Inspection

After receipt from the Contractor that the Work is substantially complete, RPS will conduct a "walk through" of the project and assist the City in preparing a "Final Punch List".

Task 1.11 – Final Completion Inspection

After notification from the Contractor that punch list items have been addressed and the project is ready for final inspection, RPS will conduct a final completion walk through with the City and Contractor to confirm the project is complete. Any remaining work items will be summarized in a written punch list.

Task 1.12 – Record Drawings

RPS will prepare record drawings using information provided by the Contractor and City Inspector, incorporating all field directives and change orders. A "Record Drawing" stamp shall be affixed on each document, signifying the field changes have been transferred. One set of record documents on paper 24" X 36" format with a CD-ROM scan will be submitted to the City.

Task 1.13 – Warranty Inspection

RPS will walk the project with the City and contractor 11 months after substantial completion and prepare a punch list of items to be addressed by contractor.

Project Fees

We propose to perform the work described above in accordance with the applicable terms and conditions of our existing contract for professional services for a not to exceed fee of \$101,789.00. A detailed level of effort spreadsheet itemizing the fees is attached.

Closing

If this proposal meets with your approval, please sign on the following page and return to our office.

Thank you.

Our ref: 006111

To the CITY:

Travis Mitchell
Mayor
City of Kyle
100 West Center Street
Kyle, Texas 78640
Fax: (512) 262-3987

CITY OF KYLE, TEXAS

Signature _____

Printed Name _____

Title _____

Date _____

To the ENGINEER:

Sylvester Johnson, P.E.
Project Manager
RPS
4801 Southwest Parkway, Parkway 2, Suite 150
Austin, Texas 78735
Fax: (512) 326-5659

ESPEY CONSULTANTS, INC. dba RPS

Signature



Printed Name Ralph E. Cox, P.E.

Title Vice President

Date 11/11/2020

FEE ESTIMATE

City of Kyle
 Construction Phase Services
 November 11, 2020

Yellow = data input
 Green, orange = calculated

Fee Breakdown

Task	No	Task Name	Comments	RPS Labor								Other Direct Costs (ODCs)				Total Fee		
				Principal	Project Manager	Sr. Project Engineer	Project Engineer	Engineer Staff	CAD	Project Admin	RPS Hours	Labor Cost	Miles	Mileage Cost	Other Misc.		Markup on ODCs	Total ODCs
			Average Rates	\$320.00	\$180.00	\$165.00	\$140.00	\$130.00	\$125.00	\$90.00				\$0.575		10%		
		BASIC SERVICES																
1		Construction Phase Services		6	191	0	0	385	80	24	696	\$99,910	2,500	\$1,438	\$400	\$40	\$1,878	\$101,789
		Prepare Contract Documents			3		10			4	17	\$2,300			\$400	\$40	\$440	\$2,740
		Prepare Conformed Documents			4			8	16	2	30	\$3,940				\$0	\$0	\$3,940
		Pre-Construction Conference			3			3			6	\$930	50			\$29	\$0	\$959
		Project Progress Meetings (21)			63			63			126	\$19,530	1,050			\$604	\$0	\$20,134
		Site Visits (21)			24			42			66	\$9,780	1,050			\$604	\$0	\$10,384
		Miscellaneous Meetings (4)		4	12			12			28	\$5,000	200			\$115	\$0	\$5,115
		Submittal Review (60, 25 resubmit)			30			145		8	183	\$24,970				\$0	\$0	\$24,970
		RFIs			20			60	24	4	108	\$14,760				\$0	\$0	\$14,760
		Change Orders		2	8			16	16	4	46	\$6,520				\$0	\$0	\$6,520
		Substantial Completion Insp. / Punch List			8			8		2	18	\$2,660	50			\$29	\$0	\$2,689
		Final Completion Insp. /Punch List			4			4			8	\$1,240	50			\$29	\$0	\$1,269
		Record Drawings			4			16	24		44	\$5,800				\$0	\$0	\$5,800
		11 Month Inspection			8			8			16	\$2,480	50			\$29	\$0	\$2,509
		TOTAL CPS SERVICES		6	191	0	5	385	80	24	696	\$99,910	2,500	\$1,438	\$400	\$40	\$1,878	\$101,789



CITY OF KYLE, TEXAS

Tyler EnerGov Assist

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to Tyler Technology in an amount not to exceed \$40,000.00 for the purchase of EnerGov Assist - Annual Subscription. Energov Assist includes dedicated support, configuration, and training services paired with a CSAM (Client Success Account Manager) that will help execute the City of Kyle's desire for innovation between civic engagement and City services pertaining to permitting and planning review processes. ~ *Matt Dawson, Director Information Technology*

Other Information:

Legal Notes:

Budget Information: Already budgeted in this fiscal year.

ATTACHMENTS:

Description

- EnerGov Assist - Quote



Quoted By: Josh McKelvey
 Date: 4/17/2020
 Quote Expiration: 8/31/2020
 Quote Name: City of Kyle, TX - EnerGov Assist
 Quote Number: 2020-104780
 Quote Description: EnerGov Assist - Annual Subscription

Sales Quotation For

City of Kyle
 PO Box 40
 Kyle, TX 78640-0040
 Phone +1 (512) 268-0859

EnerGov Annual Services

Description	Users/Units	Annual Fee
EnerGov Assist Advanced	1	\$40,000.00
TOTAL:		\$40,000.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$40,000.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$40,000.00
Contract Total	\$40,000.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

EnerGov Assist Advanced - Annual Subscription Package includes:

- Configuration Assistance from a dedicated Consultant
- Ex: eReviews, CSS, automations
- Business Process Analysis every 18 months
- Support Analytics, Upgrade Planning, Implementation Planning from a dedicated Client Services Account Manager (CSAM)
- Customized CSAM Dashboard for monitoring support cases.
- Weekly/Bi-Weekly calls with CSAM and Consultant
- Up to 60 hours of new Custom Report Development per year, or up to 30 hours of EnerGov Update Regression Testing Assistance.
- Access to Virtual Learning Labs
- One Annual Pass to Tyler Connect
- GIS and DBA services (updates to GIS configuration or minor SQL Scripting)
- Updates to EnerGov Reports/Documents

Annual Subscription fees invoiced on the 1st day of the 1st month following execution (approval of quote). Invoice Net 30.



CITY OF KYLE, TEXAS

Encroachment Agreement

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Approve an Encroachment Agreement between Lower Colorado River Authority and North Hays County Municipal Utility District No. 2 related to Marketplace Avenue. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- LCRA Encroachment Agreement

ENCROACHMENT AGREEMENT

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

This Encroachment Agreement (“Agreement”) is made and entered into by and between LOWER COLORADO RIVER AUTHORITY (hereinafter referred to as “LCRA”) whose mailing address is P.O. Box 220 Austin, Texas 78767-0220, and NORTH HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 (hereinafter referred to as “MUD”), whose address is c/o Allen Boone Humphries Robinson LLP, 1108 Lavaca Street, Suite 510, Austin, Texas 78701, upon the following terms and conditions:

WITNESSETH:

WHEREAS, the City of Kyle, Texas (the “City”) owns all or a portion of the real property (the “Property”) located in Hays County, Texas and more particularly described as follows:

Being an 8.433-acre tract, as further described in, and dedicated to the City of Kyle for public use with respect to all public rights-of way, water courses, drains, easements, parks and public places shown on, that certain Final Plat of Plum Creek Phase I, Lot 1, Block A, Business Park, a subdivision situated in Hays County, Texas, according to the map or plat thereof recorded on June 12, 2007, in Plat Cabinet 14, Pages 34-35 of the Plat Records of Hays County, Texas.

WHEREAS, LCRA holds a certain right of way and easement upon, over, under and through a portion of the Property, as more particularly described in that certain Right-of-Way Agreement from Richard V.W. Negley and Mrs. Laura B. Negley to LCRA dated July 24, 1972, and recorded in Book 254, Page 254 in the Official Public Records of Hays County, Texas (the “Easement”);

WHEREAS, LCRA owns a pipeline that is located within the Easement and is commonly known as 132/Granite Shoals Lateral Pipeline (the “Pipeline”; the Pipeline, together with any related valves, meters, equipment, and other appurtenances, shall be referred to herein collectively as the “Facilities”) that runs through a portion of the Property pursuant to the Easement. The Facilities are currently being operated by Enterprise Products Operating LLC (mailing address Land Department, P.O. Box 4324, Houston, Texas 77210-4324) (“LCRA’s Representative” unless otherwise specified by LCRA);

WHEREAS, MUD desires to install, construct, own, operate, maintain, use, repair, replace, modify and remove (a) an eighty-foot (80’) wide public right-of-way to be known as Marketplace Avenue and all related connections, appurtenances and improvement thereto (collectively, the “Public Roadway”), and (b) one (1) twelve-inch (12”) water line and all related connections and appurtenances thereto (collectively, the “Water Line Facilities”), all as

South Texas-TX150 – Granite Shoals Lateral
LID #132 – Tract #12 – (DB#14906)
LCRA-Mountain Plum Ltd-Marketplace Ave Rd-FM1626

shown on the Construction Plans for Plum Creek Marketplace Avenue Phase 2 dated April 2020 attached hereto and incorporated herein as Exhibit A (the “Plans”) (both the Public Roadway and the Water Line Facilities shall be referred to herein collectively as the “Improvements”).

WHEREAS, portions of the Improvements will cross the Facilities and encroach upon the Easement (collectively, the “Encroachment”);

WHEREAS, MUD desires to obtain LCRA’s consent to the Encroachment; and

WHEREAS, LCRA, subject to the terms and conditions hereinafter stated, is willing to consent to the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCRA hereby consents to the Encroachment, subject to the following terms and conditions, and LCRA and MUD hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Costs of Construction, Maintenance, Repair and Operation of the Encroachment. Any construction, installation, ownership, operation, maintenance, use, repair, replacement and removal of the Encroachment shall be the sole responsibility of MUD and shall be performed by or on behalf of MUD, at MUD’s sole cost and expense. MUD shall keep (or cause its contractors to keep) all portions of the Encroachment in good repair.

3. Construction Parameters: Except in the case of an emergency, construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to TEXAS One-Call at 811. LCRA’s Representative must be present during any of the aforementioned construction activities requiring prior notice, and MUD acknowledges that LCRA’s Representative shall have full authority to stop any of MUD’s excavation or construction related activities within the Easement if LCRA’s Representative, in his/her sole discretion, believes MUD’s activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of LCRA’s Representative will not relieve MUD of any liability under this Agreement.

4. **The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):**

WARNING!
HIGH PRESSURE PIPELINE(S)
Excavation and/or Construction Prohibited without Prior Written Permission From
Lower Colorado River Authority

5. Construction Parameters (continued): No equipment will be allowed to work over the Pipeline, unless approved by LCRA's Representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth, no detachable implement will be allowed. Any excavation within eighteen inches (18") plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two feet (2') from the Pipeline. No medium to large vibratory compaction equipment is allowed within a minimum of ten feet (10') from the Pipeline, only walk-behind vibratory rollers/compactors are allowed. MUD's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. LCRA will require physical verification of Pipeline depth of cover and alignment, at MUD's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by LCRA's Representative. If the Pipeline is not at the anticipated alignment or depth, MUD shall adjust the Encroachment accordingly at no expense to LCRA. A minimum of four feet (4') of stable soil cover must be maintained over the Pipeline. No excavation or removal of cover will be permitted within the Easement without prior approval from LCRA's Representative.

6. Water Line Facilities: The Water Line Facilities will be installed by or on behalf of MUD **over** the Pipeline. MUD will install (or cause its contractors to install) the Water Line Facilities in such a way that a minimum vertical separation of at least two (2) feet (2') between the top of the Pipeline and the bottom of the Water Line Facilities is maintained. The crossing of the Water Line Facilities should include warning tape in accordance with the American Public Works Association (APWA) Uniform Color Code, above the foreign utility, twelve (12) inches (12") below ground and shall extend at least twenty (20) feet (20') each direction measured from the crossing point.

7. Public Roadway: MUD will maintain (or cause its contractors to maintain) a minimum of eleven feet (11') of cover between the top of the Pipeline and the top of the Public Roadway. MUD shall be responsible for all future damage to the Public Roadway, including the replacement or restoration thereof, in the event that LCRA, or its designee, must access the Easement to perform routine or emergency maintenance to the Facilities.

8. Fill: When laying fill, areas on the natural grade to be filled shall be stripped and shall be free of roots, trash, and other foreign debris. Fill material shall be obtained from excavation areas, borrow pits, or other approved sources. These materials shall be free of organics, roots, metals, rocks, and other foreign debris. Placement of fill shall not impede natural overland storm water sheet flow. The fill shall be placed in a manner that allows for positive drainage sheet flow across the Easement with no ponding of storm water.

9. Heavy Equipment: LCRA will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment except that heavy equipment may cross the Pipeline over the Public Roadway once it is complete and accepted by the City. Wherever MUD will cross the Pipeline and/or Easement with heavy equipment over portions of the Pipeline and/or Easement that are not located under the Public Roadway once it is complete

and accepted by the City, MUD will place (or cause its contractors to place) eight-inch (8”) thick matting over the Pipeline and/or Easement as determined by LCRA’s Representative.

10. Excavated Material: Excavated material will not be placed over the Pipeline. MUD agrees to clean up and repair (or cause the clean-up and repair of) all damages to the Easement resulting from the work on or across the Easement performed by or on behalf of MUD. Any and all damage repairs and cleanup of the Easement will be subject to LCRA’s reasonable acceptance.

11. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature, untrimmed height greater than eighteen inches (18”). LCRA reserves the right to trim the canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

12. No Interference: MUD shall, at all times, conduct all of its activities within the Easement (or cause its contractors to conduct all activities within the Easement) in such a manner as not to unreasonably interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of LCRA. If at any time LCRA, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, LCRA may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 15 of this Agreement, MUD shall promptly reimburse LCRA for the reasonable costs incurred by LCRA in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

13. Existing Safety Fence: The MUD, at its sole cost, shall be responsible for all damage to the existing ROW Safety Fence including its replacement or restoration in the event that MUD, or its designee, must remove and/or replace the fencing during the construction of the Encroachment Improvements. The MUD has permission to remove the existing ROW Safety Fence as needed for construction of the Encroachment Improvements under this Agreement, but must replace the fence immediately when the ROW is not involved in such construction.

14. INDEMNIFICATION

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MUD AGREES TO CAUSE ITS CONTRACTORS TO INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY “INDEMNIFY”) LCRA, ITS MEMBERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, LCRA’S REPRESENTATIVE), CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE “INDEMNIFIED PARTIES” OR INDIVIDUALLY AN “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEY’S FEES (COLLECTIVELY “CLAIMS”), RESULTING FROM BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR

ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT BY OR ON BEHALF OF MUD, OR THE EXERCISE OF MUD'S RIGHTS UNDER THIS AGREEMENT BY OR ON BEHALF OF MUD, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY MUD OR WILLFUL MISCONDUCT OF MUD OR ITS RESPECTIVE AGENTS, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS MUD IS LIABLE (EACH A "MUD PARTY". .

15. **Reimbursement:** If at any time the existence, installation, construction, operation, maintenance, relocation use, repair, replacement, modification or removal of the Encroachment by or on behalf of MUD causes LCRA to incur any additional cost relating to LCRA's operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, "Easement Operations"), MUD agrees to reimburse LCRA for any and all such costs that would not have been incurred by LCRA but for the existence of the Encroachment, except for activities that are excluded from the indemnification provisions set forth in Section 14. MUD hereby releases LCRA from and agrees that LCRA will not be held liable for any damages to the Encroachment arising from Easement Operations, except for activities that are excluded from the indemnification provisions set forth in Section 14. MUD agrees to reimburse LCRA for such additional costs within forty-five (45) days following MUD's receipt of written notice thereof from LCRA.

16. **Insurance:** MUD shall cause its contractors to maintain, during the course of work on the Encroachment insurance of the type, in the amount and under the terms set forth in Exhibit B attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to LCRA prior to (but not more than 30 days prior to) the time work on the Encroachment is commenced. LCRA shall be entitled to request and receive copies of all applicable policies and endorsements.

17. **Removal:** LCRA has the right to remove all or portions of the Encroachment that in LCRA's discretion unreasonably interfere with LCRA's exercise of the rights granted to it under the Easement; provided that LCRA complies with this Agreement. If LCRA needs to remove all or a portion of the Encroachment Improvements, the LCRA shall give the City thirty (30) days written notice prior to entering the Property and shall further provide the City with an alternate route through the Easement for the Water Line Facilities and/or the Public Roadway, as applicable. Should LCRA need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, MUD shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Encroachment and the costs thereof. LCRA shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and MUD releases LCRA from all costs, losses, or damages directly arising from LCRA's removal of any portion of the Encroachment.

18. No Waiver: The existence of the Encroachment does not constitute a waiver of LCRA's express rights under the Easement or any other rights which LCRA may have express or implied by law or equity.

19. No Additional Improvements: Except for the Encroachment, MUD will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of LCRA, which consent may be withheld in LCRA's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require LCRA's prior review and written consent.

20. Termination: If MUD is in breach of any terms or conditions set forth in this Agreement, LCRA, at its option, may terminate this Agreement upon thirty (30) days' written notice to MUD unless such breach has been cured prior to the expiration of such thirty (30) day period. In the event of such termination, MUD shall immediately remove all of the Encroachment situated on the Easement, or if MUD fails to remove all of the Encroachment, LCRA may, at its option, remove the Encroachment at MUD's cost and expense and without any liability whatsoever. The failure by LCRA to exercise this termination option as to any particular breach shall not constitute a waiver of LCRA's future right to exercise this termination option as to the same or any future breach.

21. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of LCRA and MUD and their respective successors and assigns.

22. Governance: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Hays County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Hays County, Texas.

23. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

24. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by LCRA and MUD or their respective successors or assigns.

25. Assignment. At such time as the Encroachment or any portion thereof is accepted by, or conveyed to, the City, LCRA hereby acknowledges and agrees that MUD shall be deemed to have assigned all of its rights and obligations under this Agreement to the City as to the portion of the Encroachment so accepted by or conveyed to the City, and the City shall be deemed to have accepted said assignment and agreed to assume MUD's obligations hereunder without any further action required by LCRA, MUD or the City.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the LCRA and MUD and their respective successors and assigns.

27. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between LCRA and MUD with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the parties with respect thereto.

28. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed copy of this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Agreement by electronic means shall also physically deliver original executed counterparts of this Agreement in the manner and quantity as requested by LCRA or LCRA's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Agreement.

29. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

REMAINDER OF PAGE LEFT BLANK

SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year set forth below.

LCRA:

LOWER COLORADO RIVER AUTHORITY

By: _____
Name: Rory Dismuke
Title: Senior Vice President, Enterprise
Operations for Lower Colorado River
Authority

Date: _____

MUD:

NORTH HAYS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 2

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Rory Dismuke, Senior Vice President, Enterprise Operations for LOWER COLORADO RIVER AUTHORITY, on behalf of said authority.

(seal)

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, _____, and _____, of the Board of Directors of NORTH HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

(seal)

Notary Public, State of Texas

My Commission Expires: _____

CONSENT AND JOINDER OF THE CITY TO THE AGREEMENT

The City hereby joins in the execution of the Agreement in order to evidence its agreement and consent to all of the provisions thereof, amended as provided in this Consent and Joinder, including, without limitation, the following:

- (a) The City hereby consents to the installation, construction, ownership, operation, use, repair, replacement, modification and removal of the Improvements by or on behalf of MUD within the Property in accordance with the Plans and applicable City regulations; and
- (b) The City hereby confirms and agrees that, at such time as the Encroachment or any portion thereof is accepted by the City or is otherwise conveyed to the City by MUD, the City hereby acknowledges and agrees that MUD shall be deemed to have assigned all of its rights and obligations under the Agreement to the City as to the portion of the Encroachment so accepted by or conveyed to the City, and the City shall be deemed to have accepted said assignment and agreed to assume MUD's obligations hereunder without any further action required by LCRA, MUD or the City; provided that such obligations are amended as to the City as follows:
 - (i) Upon assignment to the City, the following Section 12 shall replace Section 12 in the Agreement:

12. No Interference: The City shall, at all times, conduct all of its activities within the Easement (or cause its contractors to conduct all activities within the Easement) in such a manner as not to unreasonably interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of LCRA. If at any time LCRA, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, LCRA may take any and all necessary action to protect the Easement and Facilities from such adverse condition; provided that LCRA first provides the City with notice in accordance with Section 17. LCRA shall conduct its activities within the Property in accordance with the City's regulations governing excavation of public right-of-way, except to the extent of a conflict with this Agreement and shall further use reasonable efforts to avoid damaging the Water Line. Before performing activities that will require traffic on the Public Roadway to be rerouted, LCRA shall give the City notice at least 72 hours of such activities prior to entering the Property. In the event of an emergency, LCRA shall give the City as much prior notice as possible before entering the Property. The parties shall reasonably cooperate to avoid disruption

of water supply to customers who are served by the Water Line Facilities and to allow the City time to reroute traffic on the Public Right-of-Way. In accordance with Section 15 of this Agreement, the City shall promptly reimburse LCRA for the reasonable costs incurred by LCRA in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

- (ii) Upon assignment, Section 13 shall no longer be in effect.
- (iii) Upon assignment to the City, the following Section 16 shall replace Section 16 in the Agreement;

16. Insurance. The City shall, at the City's sole expense, keep and maintain a policy of general liability insurance or risk pool coverage which shall include coverage of the City's activities under this Agreement. All insurance shall be effected under standard form policies, issued by insurers authorized to do business in the State of Texas. The City shall deliver to LCRA, a certificate of insurance evidencing this coverage within a reasonable time following request by LCRA.

- (c) Appropriations. Notwithstanding any provision contained herein, the financial obligations of the City contained herein and in the Agreement are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

REMAINDER OF PAGE LEFT BLANK

SIGNATURE CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, the City has executed this Consent and Joinder of the City to the Agreement as of the day and year set forth below.

CITY:

CITY OF KYLE, TEXAS

By: _____

Name: Travis Mitchell

Title: Mayor

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Travis Mitchell, Mayor of the CITY OF KYLE, TEXAS, on behalf of said city.

(seal)

Notary Public, State of Texas

My Commission Expires: _____

After Recording, Return To:

Lower Colorado River Authority

P.O. Box 220

Austin, Texas 78767-0220

Attn: Darlene Piwonka



CITY OF KYLE, TEXAS

Emergency Purchase: Mekaworks
for Leasing a Robotic Litter
Collection Unit & Paying for a
Robotic Technician, \$28,000.00

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of an emergency Purchase Order to MEKAWORKS, INC., Wimberley, Texas, in an amount not to exceed \$28,000.00 (Coronavirus Relief Funds) for the lease one robotic unit and to pay for a robotic technician for one year to detect and collect litter and other contaminated materials discarded in City parks. This sole source procurement is necessary to preserve and protect the public health and safety of employees and visitors in City parks against the COVID-19 pandemic. ~ *Dex Ellison, Council Member and J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Mekaworks Service Agreement

De-littering Service Pilot Proposal

Overview: This document defines an agreement under which Mekaworks, Inc. (the “Service Provider”) will provide a de-littering robot subscription to the City of Kyle (the “Municipality”) for one calendar year at Lake Kyle Park.

Pilot service: This is for a pilot installation. The pilot addendum contained at the end of this document outlines additional detail about costs, specification modifications, and activities specific to this pilot.

Site: Lake Kyle Park
700 Lehman Road, Kyle, Tx 78640

Start date: December 31st, 2020

End date: December 30th, 2021

Total cost: \$28,000

The Mekaworks de-littering service: Mekaworks designs, manufactures, leases and maintains de-littering robots. The Mekaworks robot is deployed on-site where it removes litter from up to 12 acres of parkland per day. The robot uses artificial intelligence (AI) to detect litter and is continuously adapting to the installation over time. This also means our service is naturally suited to collecting data and providing reports about what it collects.

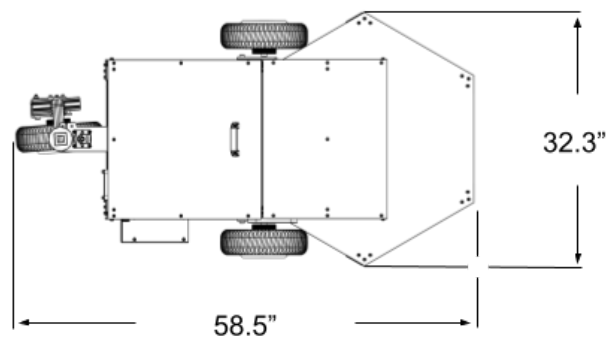
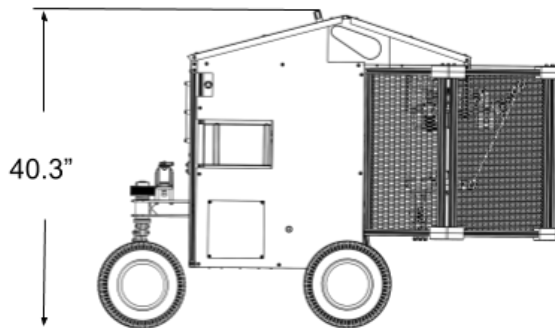
Nominal service specifications:

Spec	Requirement
Mitigated area	12 Acre / day
Min collectable litter size	8 in ² (credit card sized)
Max collectable litter size	1L bottle
Terrain max slope	20%
Terrain max bump	3 in
Maximum rover speed	3 ft/s
Terrain max vegetation height	8 in
Property or non-navigable terrain setback	6 ft

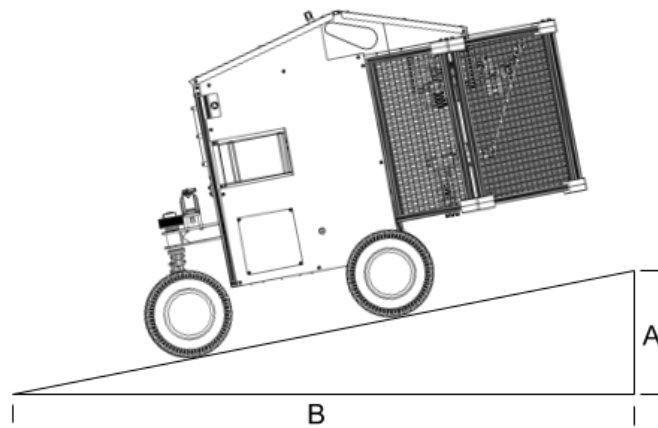
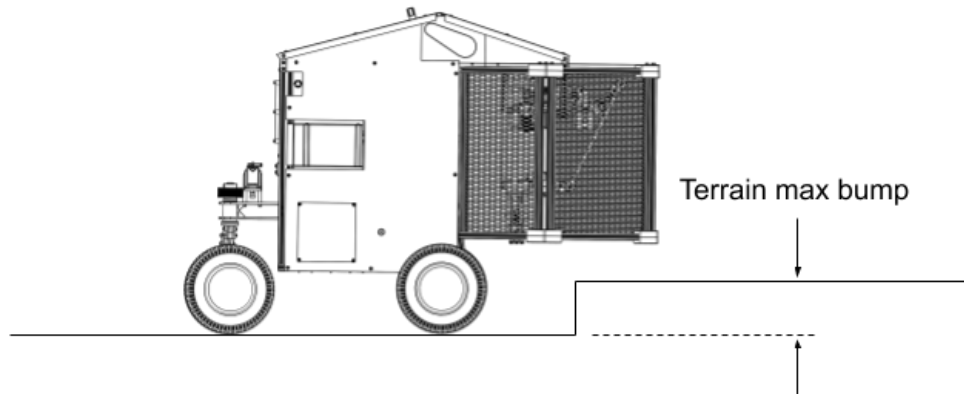
Obstacle setback	1.5 ft
Bin Size	30 Gal
Max operating time	12 hr
Rain tolerance	0.1 in/hr
Operating Temp	0°F to 120°F
Storage Temp	0°F to 120°F
AC Charger Input	120VAC / 15A
E-Stop	Category 0
Internet connection	Mobile
System weight	220 lbs

Technical specifications

Dimensions:

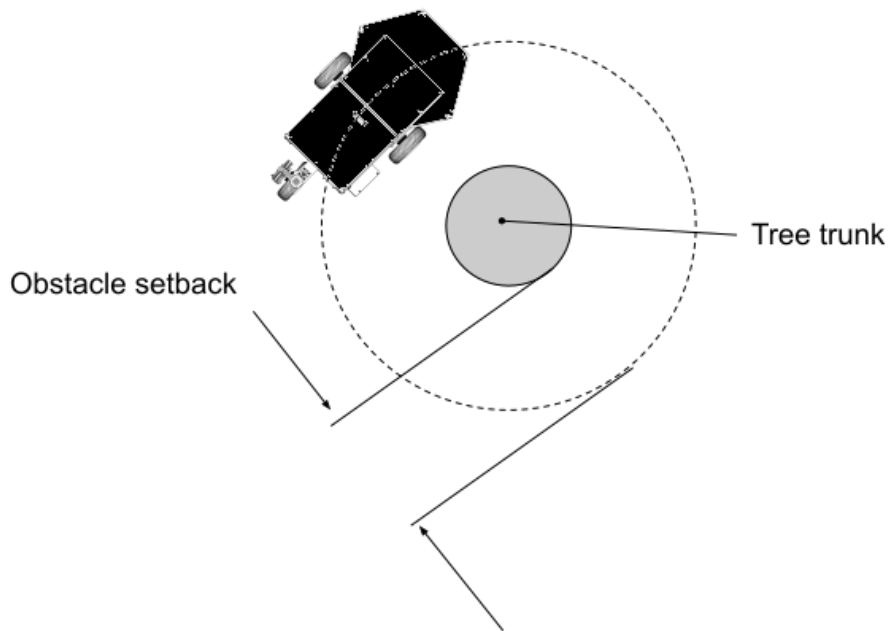
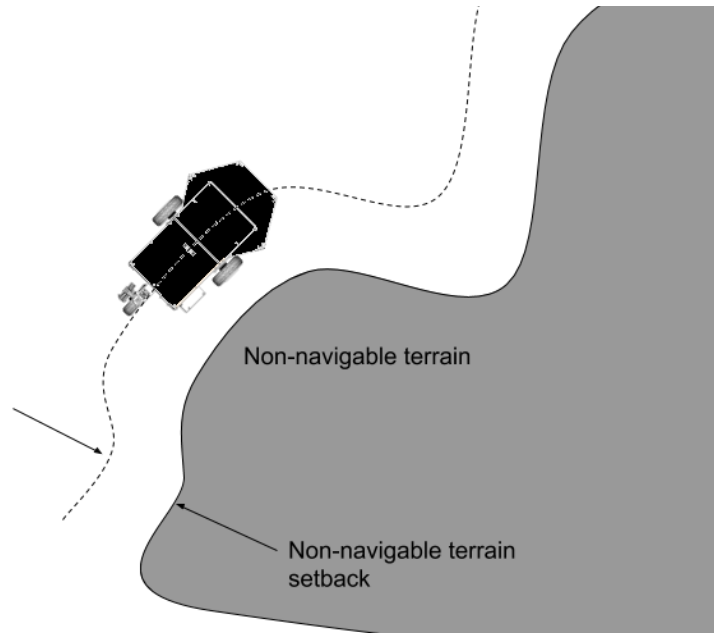


Terrain restrictions: Terrain restrictions represent the limits of what is considered to be navigable terrain, and hence these restrictions are used to define navigable space over which the robot is considered safe to operate. Property that does not conform to the terrain restrictions is translated into non-navigable space on the site map.



$$\text{Terrain max slope} = \frac{100 \times A}{B}$$

Operational setbacks: Operational setbacks ensure the safe operation of the robot on the site. These setbacks restrict the operational area due to either product or site constraints and can be related to terrain, property lines, or the presence of persistent obstacles in the space such as benches, trees, or trash cans.



Machine lease details: The lease covers robot deployment, monitoring, OEM support, upgrades, tracking, and reporting.

Data and reporting: The Mekaworks robot records various data and metrics during operation. Access to this data is included with the de-littering service subscription. The data will include at a minimum:

Parameter	Description
Total items	Item count that can be binned by date or time
Litter class	Type of object collected eg. "plastic bottle"
Litter location	GPS coordinates of the collected litter
Litter density	Items / area
Machine location	Current location
Machine route history	Machine location mapped over time
Bin status	How full is the bin
Charge status	Battery state of charge
Machine status	General status on sensors and capability

Notifications: The robot will give notifications of changes in status

Parameter	Description
Bin full	
Special litter	Location or large or hazardous litter or a high-value item
Critical status	Possible malfunction
Daily update	Confirmation of service

Level-0 support: The municipality is required to perform basic maintenance once the supervised pilot period has passed. A description of the maintenance is outlined in the table below:

Item	Description
Charging support	Plug and unplug the robot as required
Empty bin	Remove litter from the robot as required
Clearing sensor obstruction	Remove items blocking sensors
Clearing hardware obstruction	Remove items blocking the powertrain or the collection system
Washing	Cleaning the robot

Storage space: The municipality will provide a storage space to park and charge the robot once the supervised pilot period has been completed.

Remote support: Mekaworks continuously monitors the robot over the internet. This link is used to monitor the robot and allow Mekaworks staff to provide remote support to the system while it is in the field.

OEM service: Mekaworks will be responsible for providing all service and support in excess of the Level-0 support list required to ensure the safe and proper operation of the deployed hardware.

Ownership: Mekaworks retains ownership of all provided hardware, software, and mission data collected during operations. Any unauthorized maintenance, disassembly, modifications, reverse engineering without the written consent of Mekaworks is prohibited.

Service cost: \$8,000

Pilot service addendum: This section outlines additional features or modifications to the standard service terms required under pilot testing. The Mekaworks service is in the early stages of testing and validation. We are excited to have customer interest from the City of Kyle, and this pilot serves as a platform to both prove the technology and its application to real-world conditions in Kyle's parks.

Supervised pilot: Mekaworks estimates the robot is capable of 75% autonomy and will be supervised by a technician for a significant portion of this pilot.

Autonomy plan: Mekaworks views the commercialization of autonomous technology to be a continuous process with the level of autonomy increasing steadily over time. We will continuously measure our autonomy and adjust the level of supervision accordingly. Our plan, which is subject to change over the course of testing, is shown in the following table. Mekaworks will consult with the City of Kyle before reducing the supervision level.

Autonomy level	Physical Supervision level	IOT supervision level
<90%	100%	NA
<95%	25%	100%
>97%	0%	100%

Hardware/software feature request: One of the objectives of this pilot is to evaluate the product/market fit of our technology. We welcome feedback for new features or improvements that enable our product to better serve the needs of our customers.

Municipality right to move service location: The city can request to try the robot at various park locations during this pilot testing.

Pilot costs: The City of Kyle will pay a pilot fee of \$20,000 to assist with the costs of running the pilot. Mekaworks estimates the total pilot costs to be near \$50,000.



CITY OF KYLE, TEXAS

Emergency Purchase: Hotsy Carlson Meeting Date: 11/17/2020
Equipment for 3 Trailer Mounted Date time: 7:00 PM
Power Washers \$48,419.81

Subject/Recommendation: Authorize award and execution of an emergency Purchase Order to HOTSY CARLSON EQUIPMENT CO., Austin, Texas, in an amount not to exceed \$48,419.81 (Coronavirus Relief Funds) for the purchase of three (3) trailer mounted power washers and associated accessories through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of Kyle residents and visitors in open public grounds against the COVID-19 pandemic. ~
Chance Padier, Environmental Services & Trades Manager

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Quote - _Power_Washer_Trailer_Mounted_11-10-2020



Toll Free# 1-800-776-8310

Austin - Bryan - Cuero - Killeen

www.hotsycarlson.com

Sold To:

City of Kyle
Chance Padier
225 Rebel Road
Kyle, Texas 78640

Phone (512) 738-6711

Fax

Cell:



Email: cpadier@cityofkyle.com

Quote# AAAQ8789

Date: Nov 9, 2020

Sales Rep: Dwayne Jacobs

512 442-2267

dwayne@hotsycarlson.com

QUOTE

Here is the quote you requested.

Line	Qty	Model/PN	Description	Unit Price	Ext. Price
1	3	1280SS	Hotsy Model 1280SS Hot Water Pressure Washer - 5.1 GPM @ 3500 PSI, 20HP (688CC) Electric Start Honda Gas Engine, 12 Volt Burner, Belt Drive Hotsy Triplex Pump w/NESTechnology, Optional Portability	\$10,940.00	\$32,820.00
2	3	FRT1200	Machine Freight	\$450.00	\$1,350.00
3		DLRPREP	Dealer Preparation	\$99.00	\$297.00
4	3	73.6830	12v Battery Deep Cycle	\$125.95	\$377.85
5	3	73.9887	tank, 325 gal. Horiz. Leg w/ bands	\$995.00	\$2,985.00
6	3	342125	Strainer Filter, 1" Clear Bowl, 80 mesh Stainless Steel Screen	\$104.70	\$314.10
7	6	860203	hose reel, 200' cap. Fixed, Hotsy	\$357.98	\$2,147.88
8	3	154225	hose,jumper,R2,25' x 3/8"	\$92.85	\$278.55
9	6	87391950	hose, R2,100'	\$279.00	\$1,674.00
10	3	73.9130	hose, Industrial Garden, 120'	\$49.95	\$149.85
11	3	TR7000T76X12	76"x12' Pipe Top Trailer w/ Tandem 3500# (7,000# GVWR) EZ Lube Axles, 15" load range C tires, jack, 2" Bulldog Hitch, Electric brake 1 Axles, spare tire	\$3,355.71	\$10,067.13
12		LBR	Labor	\$99.00	\$2,970.00
13	3	SS	Shop Supplies: All additional hardware for standard trailer mount installation, bolts, nuts, all pipe fittings, valves, special inlet tubing, brackets, clamps, etc.	\$400.00	\$1,200.00
14			SubTotal		\$56,631.36
15			Buy Board 10.0% Discount		-\$5,663.14
16			BUY BOARD VERNDO ID#577-18		
17	1		Additional Discount	-\$2,548.41	-\$2,548.41

Continued On Next Page ...



Toll Free# 1-800-776-8310

Austin - Bryan - Cuero - Killeen

www.hotsycarlson.com

Customer is responsible for all utilities.

Ask about our price matching policy.

HOTSY HAS THE BEST WARRANTY IN THE INDUSTRY

- LIFETIME MANIFOLD, 7 YEAR PUMP WARRANTY**
- 5 YEAR 100% FACTORY COIL WARRANTY**
- 100% WARRANTY ON FIRST YEAR, PARTS AND LABOR**
- EXCLUSIVE LIFETIME LOANER PROGRAM**

Our customers depend on quick on-site service, quality equipment that can hold up to Heavy Industrial use, their business depends on it.



For best results and protection, only use Hotsy detergents

Tax	\$0.00
Shipping	\$0.00
Total	\$48,419.81

HUGE PARTS INVENTORY IN STOCK

Terms

P.O. Number

THIS QUOTE IS VALID FOR THIRTY (30) DAYS FROM QUOTE DATE: Nov 9, 2020 Quote# AAAQ8789

Terms and Conditions: All orders are subject to approval and acceptance by said Hotsy dealer and shall be subject to the terms and conditions herein contained, and to no others whatsoever unless altered or modified by said Hotsy dealer in writing. Said Hotsy dealer shall be excused for any delay due to strikes, accidents, war, fires, Acts of God, or any other causes beyond our control. Promises of delivery are based on our expectations, and does not guarantee to accomplish shipment on the dates or estimated time period mentioned. Orders cannot be canceled, specifications changed, or good returned without written permission. Goods permitted to be returned are subject to restocking and freight

TO ACCEPT THIS QUOTATION, PLEASE SIGN AND DATE HERE: _____

Please contact me if I can be of further assistance.



1200 Series

Hot-Water Pressure Washers

North America's #1 Brand of High-Pressure Cleaning Equipment

Oil-Fired / Gasoline

Your choice of Briggs or Honda V-Twin gasoline engines provide dependable cleaning power

Hotsy-designed Triplex pumps carry a 7-year limited warranty.

Pressure relief valve protects machine and user from thermal expansion

Heavy-duty trigger gun and wand with insulated cool grips

Simple, easy-to-use control panel includes adjustable temperature control, heavy-duty heater switch and hour meter

Upright, oil-fired burner with stainless-steel coil skin is highly efficient and maintains constant hot water using diesel fuel, kerosene or home-heating oil

Adjustable upstream detergent injection ensures high-pressure sudsing for better cleaning

Rugged roll-cage frame (standard on all 1200 Series models) protects machine's vital components

Rust-proof, non-contaminating polyethylene fuel tanks include fuel gauge in cap

Coil stabilizing strap and heavy-duty bracket prevents coil vibration and secures coil, ideal for trailer-mounted systems

Heater coil carries a 5-year warranty

Built-in wand holder provides convenient storage



Model 1260SS:
4.5 GPM @ 3000 PSI

Float tank maintains constant pressure and flow while preventing sediment from entering the machine's components



Heater coil carries a 5-year warranty



Hotsy-designed Triplex pumps carry a 7-year limited warranty

1200 Series models are easily adaptable to trailer-mounted systems ... ideal for mobile pressure washing



FEATURES

- Oil-Fired and Gasoline Powered/Belt Drive
- 4.5 to 8.0GPM / 3000 to 4000 PSI
- Completely Self-Contained
- Five models with a 2000w generator

www.Hotsy.com

Nothing Cleans Like a Hotsy! Item # 15

1200 SERIES Hot Water Pressure Washers

■ Oil-Fired / Gasoline Powered ■ 4.5 to 8.0GPM / 3000 to 4000 PSI ■ Belt Drive ■ Completely Self-Contained

Designed for tough, industrial cleaning.

SPECIFICATIONS

BE **LT DRIVE**

MODEL	GPM	PSI	ENGINE/MODEL	CC's	BURNER	BTU/HR	PUMP MODEL	DRIVE	PORTABILITY	DIMENSIONS	SHIP WT (lbs)
1260SS	4.5	3000	Briggs VAN 18	570	12V DC	385,800	Hotsy HM4035R.3	Belt	Optional	45"Lx33"Wx52"H	745
1260SSG*	4.5	3000	Briggs VAN 18	570	120V AC	398,400	Hotsy HM4035R.3	Belt	Optional	45"Lx33"Wx52"H	830
1270SS	4.5	4000	Honda GX630	688	12V DC	385,800	Hotsy HX5843R.2	Belt	Optional	45"Lx33"Wx52"H	855
1270SSG*	4.5	4000	Honda GX630	688	120V AC	398,400	Hotsy HX5843R.2	Belt	Optional	45"Lx33"Wx52"H	870
1280SS	5.1	3500	Honda GX630	688	12V DC	385,800	Hotsy HX8043R.2	Belt	Optional	45"Lx33"Wx52"H	760
1280SSG*	5.1	3500	Honda GX630	688	120V AC	398,400	Hotsy HX8043R.2	Belt	Optional	45"Lx33"Wx52"H	750
1285SS	5.1	3500	Briggs VAN 21	627	12V DC	385,800	Hotsy HX8043R.2	Belt	Optional	45"Lx33"Wx52"H	840
1285SSG*	5.1	3500	Briggs VAN 21	627	120V AC	398,400	Hotsy HX8043R.2	Belt	Optional	45"Lx33"Wx52"H	895
1290SS	5.6	3000	Honda GX630	688	12V DC	385,800	Hotsy HX8043R.2	Belt	Optional	45"Lx33"Wx52"H	744
1290SSG*	5.6	3000	Honda GX630	688	120V AC	398,400	Hotsy HX8043R.2	Belt	Optional	45"Lx33"Wx52"H	905
1291SS	8.0	3000	Honda GX660	688	12V DC	385,800	Hotsy HX9536R	Belt	Optional	45"Lx33"Wx52"H	760
1291SSG*	8.0	3000	Honda GX660	688	120V AC	398,400	Hotsy HX9536R	Belt	Optional	45"Lx33"Wx52"H	920
1265SSD	4.5	3000	Kubota Z602-E4B	599	12V DC	385,800	Hotsy HM4035	Belt	Optional	45"Lx33"Wx52"H	795
1265SSDS**	4.5	3000	Kubota Z602-E4B	599	12V DC	385,800	Hotsy HM4035	Belt	Optional	45"Lx33"Wx52"H	795
5645*	6.0	3000	Honda GX660	688	120V AC	528,000	Hotsy HX8043R.2	Belt	Optional	61"Lx32"Wx50"H	1126

* Models include a 2000W Generator

** Models include stainless frame

12V battery is required for all models, but is not supplied

DON'T FORGET THE SOAP!

Hotsy pressure washers clean best when matched with specially formulated Hotsy detergents. Nearly all contain Hotsy's exclusive advanced-formula HCC additives to help prevent scale build-up and to fight corrosion in your equipment. All are highly concentrated, so a little goes a long way.



OPTIONS FOR 1200 SERIES

- Portagear Wheel & Handle Kit

HOTSY SOLUTION SELECTOR
What's the best detergent for your next job? Find out with our solution selector. Scan this QR code or visit HOTSYSY.com



SERVICE & REPAIR

Hotsy has more than 175 local dealers in North America, all factory-trained to properly evaluate your high-pressure cleaning needs.

Hotsy has factory-trained service technicians who will provide on-site maintenance for your cleaning equipment. Our techs have most common replacement parts on their service truck, and will quickly have your washer running smoothly.



FIND OUT MORE ONLINE: HOTSYSY.COM



Tel: (800) 525-1976 Fax: (888) 880-9631
www.Hotsy.com email: info@Hotsy.com
P/N HOT_1200 Effective 04/18



Specifications & product descriptions subject to change without notice. Hotsy's manufacturing facilities have established and apply a quality and environmental management system to be ISO 9001:2008 and ISO 14001:2001 certified. A member of KÄRCHER North America © 2018 Hotsy

PARTS & ACCESSORIES

Your local Hotsy dealer would be happy to provide an onsite demonstration to determine which pressure washer accessories will help speed cleaning and lower your costs. Hotsy dealers stock thousands of pressure washer replacement parts such as high pressure hose, trigger guns, high pressure nozzles, pumps, engines, motors, unloaders, filters and wands. In addition, you'll find a number of accessories designed to speed cleaning, the most common accessories are telescoping wands, pivot and non-pivot hose reels, flat surface cleaners and high pressure turbo nozzles.



Distributed by:



Custom Designed Trailer Mounted Cleaning System



Trailer mounted pressure washer systems provide everything you need for mobile cleaning just about anywhere. Hotsy Carlson Equipment provides you with expert advice and many options for configuring your trailer mounted cleaning system.

Mobile cleaning packages typically include a pressure washer of your choice mounted on a trailer or utility vehicle, a water storage tank, and optional accessories such as hose reels, surface cleaners, lights and tool boxes.

Standard equipment packages are available as well as a variety of custom installations to meet your needs. We can provide a trailer for you in the package or build on your own equipment. We have installed systems in enclosed trailers, flatbeds, box trucks, vans jeeps, pickup truck beds and assortments of utility vehicles.



Hotsy Carlson Equipment Co

AUSTIN
PH: (512) 442-2267
4714 Nuckols Crossing Rd,
Austin, TX 78744

BRYAN / COLLEGE STATION
PH: (979) 778-2747
1605 Gooseneck Dr.
Bryan, TX 77806

KILLEEN / WACO
PH: (254) 200-1660
5520 MLK (FM 2410)
Killeen, TX 76542

www.hotsycarlson.com

Sales Service Rentals and Leasing

Item # 15



Texas Department of Motor Vehicles

Power of Attorney to Transfer Motor Vehicle

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, _____
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of _____

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:

Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of _____ and the State of _____, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year	Make	Body Style	Model	License Plate Number
Vehicle Identification Number			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

I further certify that the current odometer reading is _____ N/A _____ miles and to the best of my
(No Tenths)

knowledge the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in **EXCESS** of its mechanical limits.
2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

Signature of Owner

Mailing Address City State Zip

Date

State law makes falsifying information on this application a third-degree felony.



CITY OF KYLE, TEXAS

Emergency Purchase: Brandt
Companies for Replacement of
Light Switches, \$89,183.00

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of an emergency Purchase Order to THE BRANDT COMPANIES, LLC., Austin, Texas, in an amount not to exceed \$89,183.00 (Coronavirus Relief Funds) for the replacement of 400 light switches to occupancy switches in City buildings through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of employees and visitors in City buildings. ~ *Tim Cropley, Facilities Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Quote -Retrofit Light Switches



Estimate: #20-00035097

BuyBoard Contract 558-18

November 5, 2020

City of Kyle
100 W Center Street
Kyle, TX 78640

Attn: Tim Cropley

SUBJECT: City of Kyle: Covid Mitigation Projects

Thank you for the opportunity to offer our Proposal for the above subject project. Our bid includes the following items related to the installation of the HVAC & Plumbing:

I. BID DOCUMENTS:

- Drawings: Site Surveys
- Specifications: N/A

II. SCOPE OF WORK:

Single Switch

1. Supply and install 400 – Single switch occupancy switches.
2. Remove 400 existing single pole toggle switches and replace with new occupancy switches.
3. Supply and install 400 new switch plates to accommodate new lighting controls
4. Perform all necessary safety paperwork and coordinate replacement sequence to limit day to day business interruptions.

Ceiling Sensors

1. Supply and install 20 – ceiling mounted occupancy sensor and power packs.
2. Rework existing lighting control to accommodate new ceiling occupancy sensors.
3. Perform all necessary safety paperwork and coordinate replacement sequence to limit day to day business interruptions.

Clarifications

4. This proposal is based on site walk data w/o knowledge of any code issues, or new equipment requirements. At installation other efforts may be required to meet local code. Like for like voltage and amperage
5. All product selected are Pass & Seymore devices and will come with a one-year labor and product warranty.

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
1340 Airport Commerce Dr., Ste. 575 Austin, TX 78741 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	2502 Gravel Drive Fort Worth, TX 76118 817.626.0033 TACLA 00060298C TECL 20109 M 40211	13810 Hollister Drive, Ste. 100 Houston, TX 77086 832.714.3200 TACLA 15221C TECL 20109 M 40245	6023 Corridor Parkway, Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	205 Schroeder Dr. Waco, TX 76710 254.772.1693 TACLA 26979C TECL 20109 M 40211



BRANDT

6. The above quoted will not guarantee that lighting in large areas with multiple switches will operate properly. If we encounter any of these areas, we can price specific solutions for those areas for an additional fee.
7. Due to the volatility in commodity material costs that underlies our pricing, Brandt's proposal will expire 60 days from the date above. After that Brandt's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance. This proposal is based on copper at the current level of \$ 3.06 lb.
8. Brandt's proposal is conditioned upon prompt award of the project contract, in enough time to allow approval of submittals and procurement of materials and equipment to meet the project schedule.
9. Quote is based on clean access to the work; given in a sequential and methodical order that does not restrict the flow of work. Should the flow of the project reflect otherwise, Brandt reserves the right to a pricing adjustment that reflects the costs associated with such a change in project work conditions.
10. Brandt reserves the right to review and approve all contract conditions as a condition of this proposal offer. Brandt's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
11. Brandt will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Brandt will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed upon price. If Brandt is directed to proceed and time is of the essence, Brandt will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Brandt's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. Brandt's proposal is expressly conditioned up on the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.
12. For change orders, labor markups will be per the "2016 NECA Manual of Labor" data and recommended guidelines.

III. EXCLUSIONS:

1. Furnish/ install of any new electrical services, metering or energy management systems. We are assuming that the capability within the existing electrical.
2. Sales Tax
3. Overtime
4. Controls, interlocks or BAS
5. Cutting, patching, placing and/or forming of concrete, masonry, brick, etc. (i.e., housekeeping pads, curbs, pole bases, transformer pads, hand-holes, etc.)
6. Cutting or patching of sheetrock, plaster, etc.
7. Acoustical caulking other than standard putty pads.
8. Energy or Green construction codes, LEED, alt. energy codes or seismic certifications and compliance.
9. Design assist or engineering fees and services.



BRANDT

- 10. Painting or priming of any kind
- 11. Business interruptions or losses resultant there from
- 12. Consequential damages
- 13. Payment and performance bond
- 14. Telephone, Computer, Data, Fire Alarm, MNS, Fire Suppression, Security, CCTV/MATV, Public Address, Sound, POS, BAS, Energy Management, Carbon Monoxide systems, raceways and/or cabling unless specifically noted in "Scope of Work".
- 15. Trash removal from site (however, trash will be deposited in GC's dumpster)
- 16. Investigation, testing, and verification of the presence of asbestos and any remediation/abatement (including the subcontracting of such work) of existing asbestos. Special pads, pavers, membrane strips, etc., under lightning protection roof conductors.

V. SUMMARY PRICING:

• Single Switch Dual Technology:	\$ 71,925.00
• Ceiling Occupancy Sensors:	\$ 17,258.00
<hr/>	
• Total:	\$ 89,183.00

Please do not hesitate to call if you need clarification or have any questions. This Estimate is valid for 30 days.

Sincerely,

JAMES KING | SERVICE ACCOUNT MANAGER

THE BRANDT COMPANIES, LLC

D 512.491.9100 | M 512.470.1391

james.king@brandt.us | www.brandt.us





Brandt's Proposal is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

1. **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.

2. **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;

 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.

3. **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.



BRANDT

4. **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 7:00 am to 3.30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
5. **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
6. **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed through cancellation date.
7. **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
8. **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.



BRANDT

9. **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any provision to the contrary herein, Customer and Brandt mutually and expressly waive all claims (including, but not limited to, pass-through claims by Owner or Brandt) against one another for consequential damages regardless of the basis of the claim or the theory of recovery upon which such claim may be based. These damages include, but are not limited to lost revenue and profit, loss of goodwill, loss of use or opportunity, cost of substitute goods, services or facilities and cost of capital, regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
10. **Indemnity.** To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 7-10 ABOVE.
11. **Hazardous Materials.** Brandt shall bear no responsibility or liability for the identification or removal of hazardous waste, chemical or substances existing on or at the job site (including, but not limited to, asbestos) which were not created or brought onto the site by Brandt. Should Brandt discover such hazardous waste, chemicals or substances on or at the site, Brandt shall (without any penalty for associated delay) immediately stop work and notify Customer, who shall have sole and exclusive responsibility for rectifying or remediating the hazardous waste, chemical or substance. Brandt shall not return to work until Customer has provided written confirmation that the hazardous waste, chemical or substance has been removed or remediated and it is safe for Brandt to resume the Work. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER EXPRESSLY AGREES TO INDEMNIFY AND HOLD BRANDT HARMLESS FROM ANY AND ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH THAT MAY BE BROUGHT AGAINST BRANDT IN CONNECTION WITH THE EXISTENCE OF OR EXPOSURE TO HAZARDOUS WASTE, CHEMICALS OR SUBSTANCES EXISTING AT OR ON THE SITE. THIS INDEMNITY APPLIES REGARDLESS OF THE BASIS FOR THE CLAIM, REGARDLESS OF WHO EMPLOYS THE CLAIMANT AND REGARDLESS OF THE TYPE OF DAMAGES SOUGHT OR BY WHOM SUCH DAMAGES ARE SOUGHT.**



12. **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
13. **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
14. **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.
15. **Force Majeure.** Brandt and Customer agree that an extension of time is appropriate if Brandt's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not cause by an act or omission of a Party, which results in a delay in, or total or partial failure of, performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid or limit the impact of the event.
16. **Force Majeure-Definition.** Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages prior to continued use of the facility or continuation of the Work, war and fire or explosions other than from construction equipment or supplies under control of Brandt. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date.



BRANDT

CUSTOMER ACCEPTANCE:

Accepted By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

The Brandt Companies, LLC

Accepted By: _____

Name: _____

Title: _____

Date: _____



CITY OF KYLE, TEXAS

Emergency Purchase: Brandt
Companies for Installation of
HVAC Ionization Devices in City
Buildings & Replacement of HVAC
Air Handler for Library Building,
\$168,830.00

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of an emergency Purchase Order to THE BRANDT COMPANIES, LLC., Austin, Texas, in an amount not to exceed \$168,830.00 (Coronavirus Relief Funds) for the installation of 43 GPS Ionization devices in HVAC systems in City buildings and for the replace of the HVAC air handler for the Library building through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of employees and visitors in City buildings against the COVID-19 pandemic. ~ *Tim Cropley, Facilities Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Quote - Installation of GPS Ionization Devices & Air Handler for Library
- ☐ Specifications - Air Handler for Library



The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: November 5, 2020	Proposal#: P-20201104-0028
24 Hour Service Dispatch: (512) 491-9100	Reference: HVAC Covid Mitigation GPS Ionization (BUY BOARD 558-18)
Customer:	Service Site:
Tim Cropely City of Kyle 500 W Center St. Kyle Tx.	Tim Cropely City of Kyle 520 RM 150 Kyle Tx

Repair work proposals are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed, (at the above-referenced service site), in the amount of: **\$ 168,830.00** excluding any applicable taxes. Price is good for 30 Days.

- Scope of Work:**
- Power down (35) HVAC units individually and install (43) GPS Ionization devices. Includes Library, Police Station, City Hall, Krug Activity Center, and Public Works
 - Wire in each device to the existing HVAC unit low voltage circuit
 - Reenergize unit power and verify operations
 - Remove and replace the Valent unit at the library with a Daikin Rebel MUA unit
 - Disconnect and rework the electrical on the roof from the disconnect to the unit. Disconnect and reconnect of gas piping, and drain lines. Start and log unit operations
 - Turn over all documentation for the new unit to the customer. Unit warranty includes (5) years all parts and 90 day workmanship on labor

Exclusions: • Anything not listed in the scope of work.

• Overtime Work.

Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957

• *Austin • Dallas • Fort Worth • Houston • San Antonio • Waco*

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

James King

Service Account Manager

Cell: 512.470.1391

Fax: -

Email: james.king@brandt.us

Customer Acceptance

Accepted By: _____

Name: _____

Title: _____

Company: _____

Date: _____

Purchase Order Number: _____

The Brandt Companies, LLC

Accepted By: _____

Name: _____

Title: _____

The Brandt Companies, LLC

Date: _____

www.brandt.us

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: November 5, 2020

Proposal#: P-20201104-0028

24 Hour Service Dispatch: (512) 491-9100

Reference: HVAC Covid Mitigation GPS Ionization (BUY BOARD 558-18)

Brandt's Service Proposal # P-20201104-0028 **["Proposal"] is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:**

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: November 5, 2020 **Proposal#:** P-20201104-0028
24 Hour Service Dispatch: (512) 491-9100 **Reference:** HVAC Covid Mitigation GPS Ionization (BUY BOARD 558-18)

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____



SUBMITTAL DATA

for

Kyle Library MAU

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Technical Data Sheet for MAU-1



Job Information		Technical Data Sheet	
Job Name	Kyle Library MAU		
Date	11/2/2020		
Submitted By	Kareem Alawar		
Software Version	08.40		
Unit Tag	MAU-1		

Unit Overview					
Model Number	Voltage V/Hz/Phase	Design Cooling Capacity UOM_OSelected_CoilT otal	EER@95/75 EAT & 200 CFM/ton		ASHRAE 90.1
			EER	IEER	
DPS020A	460/60/3	245514	11.1	Not Applicable	ASHRAE 90.1-2016 compliant

Unit	
Model Number:	DPS020A
Model Type:	Cooling
Heat Type:	Gas
Hot Gas Reheat:	MHGRH with Combination Space Temperature and Humidity Sensor
Energy Recovery:	None
Application:	Constant Volume (100% OA; VAV capable SAF)
Controls:	Microtech III
Outside Air:	100% Outside Air
Altitude:	0 ft
Approval	cETLus

Physical			
Dimensions and Weight			
Length	Height	Width	Weight
162.3 in	70.5 in	76.5 in	3672 lb
Corner Weights			
L1	L2	L3	L4
743 lb	1198 lb	1068 lb	662 lb
Construction			
Exterior	Insulation and Liners	Air Opening Location	
		Return	Supply
Painted Galvanized Steel	2" Injected Foam, R13, Galvanized Steel Liner	None	Bottom

Electrical			
Unit FLA	MCA	MROPD	SCCR
37.8 A	45.3 A	70 A	10 kAIC
Note:	Use only copper supply wires with ampacity based on 75° C conductor rating. Connections to terminals must be made with copper lugs and copper wire.		

Return/Outside/Exhaust Air		
Outside Air Option		
Type	Damper Pressure Drop	Exhaust Air Type
None	0.03 inH ₂ O	None

Technical Data Sheet for MAU-1

Filter Section				
Physical				
Type	Quantity / Size	Face Area	Face Velocity	Air Pressure Drop
Combo 2"/4" rack with 2" MERV 8	9 / 18 in x 24 in x 2 in	27.0 ft ²	111.1 ft/min	0.04

DX Cooling Coil								
Physical								
Coil Type	Refrigerant Type	Fins per Inch	Rows	Face Area	Face Velocity	Air Pressure drop	Drain Pan Material	
Cu Tube/ Al Fin	R410A	15	4	21.4 ft ²	140.2 ft/min	0.11 inH ₂ O	Stainless Steel	
Cooling Performance								
Capacity			Indoor Air Temperature					Ambient air Temperature °F
Total Btu/hr	Sensible Btu/hr	Moisture Removal lb/h	Entering		Leaving			
			Dry Bulb °F	Wet Bulb °F	Dry Bulb °F	Wet Bulb °F	Dewpoint °F	
245514	181501	52.4	105.0	75.0	49.7	49.7	49.7	95.0
Condensate Connection Size:		1.0 in. Male NPT						

Hot Gas Reheat Coil Section					
Type	Face Area	Air Pressure Drop	Total Capacity	Leaving Air Temperature	
				Dry Bulb	Wet Bulb
Aluminum Tube Micro-Channel	21.6 ft ²	0.02 inH ₂ O	66166 Btu/hr	70.0 °F	57.8 °F

Fan Section				
Fan				
Type	Fan Wheel Diameter	Fan Isolation		
SWSI AF	16 in	Spring Isolation		
Performance				
Airflow	Total Static Pressure	Fan Speed	Brake Horsepower	Altitude
3000 CFM	1.3 inH ₂ O	1956 rpm	1.19 HP	0 ft
Motor				Drive
Type	Horsepower	Efficiency	FLA	Type
Premium Eff Induction Motor	3.0	Premium	4.2 A	Direct Drive

Gas Heat Section						
Physical						
Airflow	Max Allowable Burner Temp Rise	Size	Connection (Qty) Size	Heat Exchanger Material		
3000 CFM	100.0 °F	300 MBH	(2) 0.75 in. Female NPT	Stainless Steel - High Temperature Rise		
Performance						
Capacity Btu/hr	Air Temperature Dry Bulb		Air Pressure Drop inH ₂ O	Gas Pressure		Modulation
	Entering °F	Leaving °F		Minimum inH ₂ O	Maximum inH ₂ O	
240000	45.0	118.7	0.12	7	14	4 Stage
Note:	Two gas connections inside the unit. Single pipe enters unit and splits to two manifolds. Refer to IM 1125 for details on piping.					

Technical Data Sheet for MAU-1

Unit Discharge Conditions				
Air Temperature				
Motor Heat Btu/hr	Moisture Removal lb/h	Unit Leaving Dry Bulb °F	Unit Leaving Wet Bulb °F	Unit Leaving Dewpoint °F
3799	52.4	50.8	50.1	49.7

Condensing Section					
Compressor					
Type	Quantity	Refrigerant Charge lb	Total Power	Capacity Control	Compressor Isolation
Inverter Scroll	1	32.9	17.96 kW	Mod Control with Inverter Compressors	Rubber in Shear
Compressor Amps:					
Compressor 1			30.1 A		
Condenser Coil					
Type	Fins per Inch		Fin Material		
Aluminum Microchannel	23		Aluminum		
Condenser Fan Motors					
Number of Motors			Full Load Current (Total)		
1			3.5 A		

Internal Pressure Drop Calculation	
External Static Pressure:	1.00 inH ₂ O
Filter:	0.04 inH ₂ O
Outside Air:	0.03 inH ₂ O
DX Coil:	0.11 inH ₂ O
Hot Gas Reheat:	0.02 inH ₂ O
Gas Heat:	0.12 inH ₂ O
Total Static Pressure:	1.31 inH₂O

Sound								
Sound Power (db)								
Frequency	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Inlet	70	69	77	69	64	63	58	55
Discharge	76	75	80	75	73	70	65	60
Radiated	80	74	76	76	75	72	73	65

Options	
Electrical	
Field Connection:	Non-Fused Disconnect Switch

Factory Installed Sensors	
Leaving Coil/Entering Fan Temperature Sensor	
Discharge Air Temperature sensor – Wired in unit, mounted in supply duct	
Outside Air Temperature Sensor	
Dirty Filter On/Off Switch	
Supply Fan Air Proving Via Modbus	

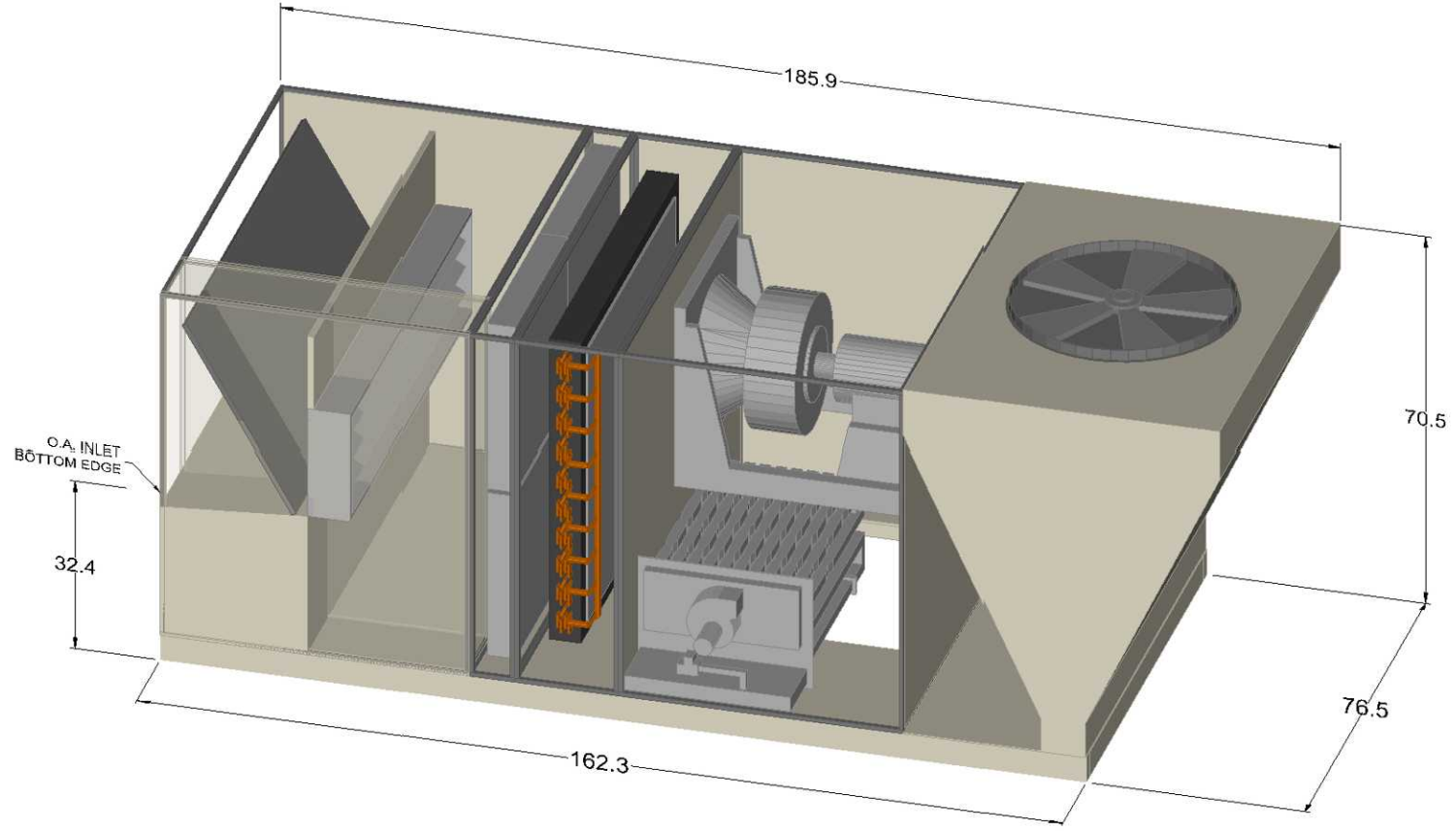
Warranty	
Parts:	Additional Four Year, Five Year Total
Compressor:	Additional Four Year, Five Year Total
Gas Heat Exchanger:	Extended Nine Year, Ten Year Total

Technical Data Sheet for MAU-1


Notes

Accessories

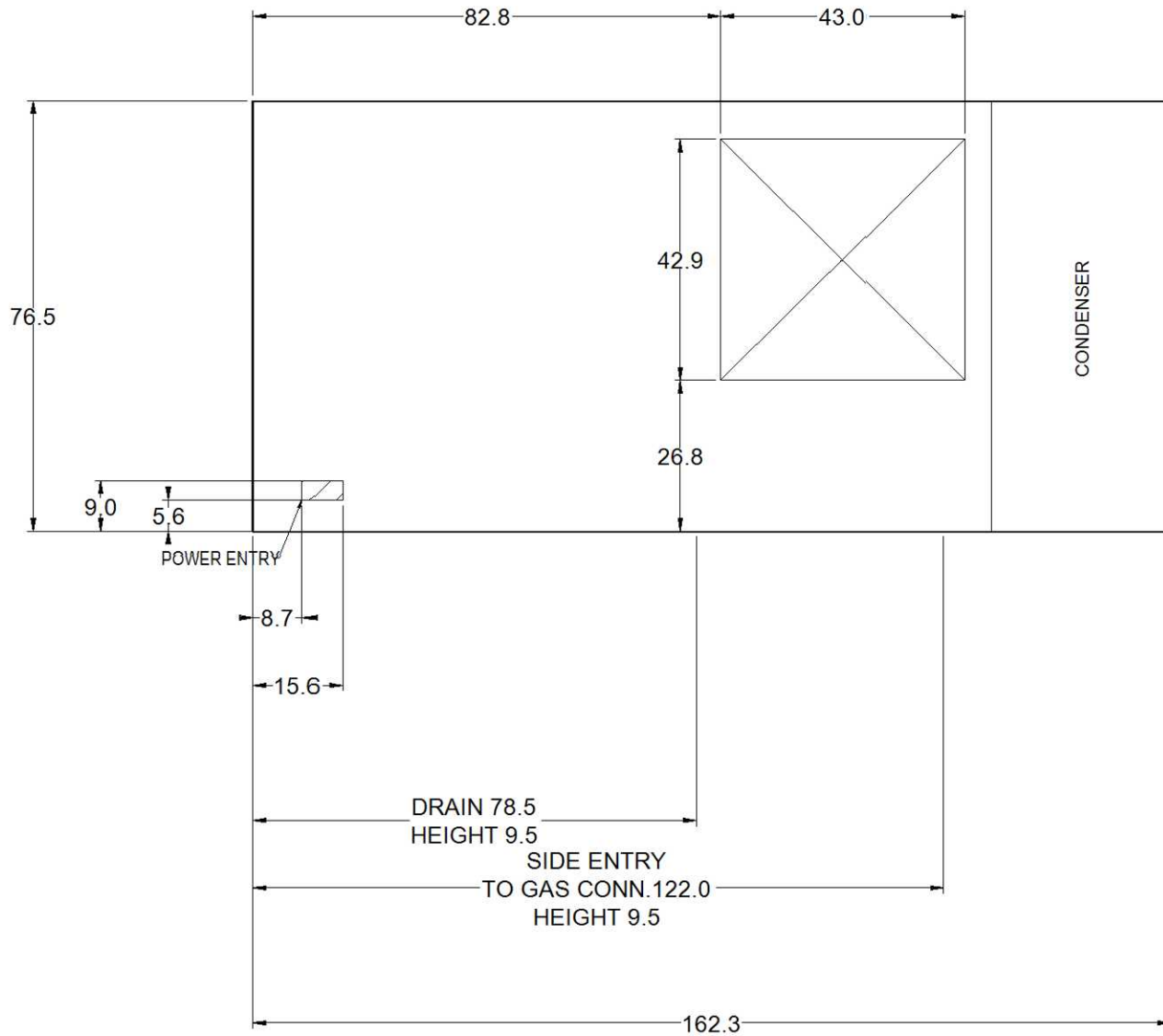
Mandatory	
Part Number	Description
910191961	Combo Digital Temp and Humidity Sensor w/Adj setpoint and tenent override



- Notes:
- (1) Recommended location for optional field cut side power connection.
 - (2) Horizontal gas connection only. Gas pipe routing within the roofcurb is not available.

Product Drawing	Unit Tag: MAU-1	Sales Office: HTS Texas				 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 08.40
Product:	Project Name: Kyle Library MAU	Sales Engineer:				
Model: DPS020A	Nov. 02, 2020	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25" Dwg Units: in [mm]	

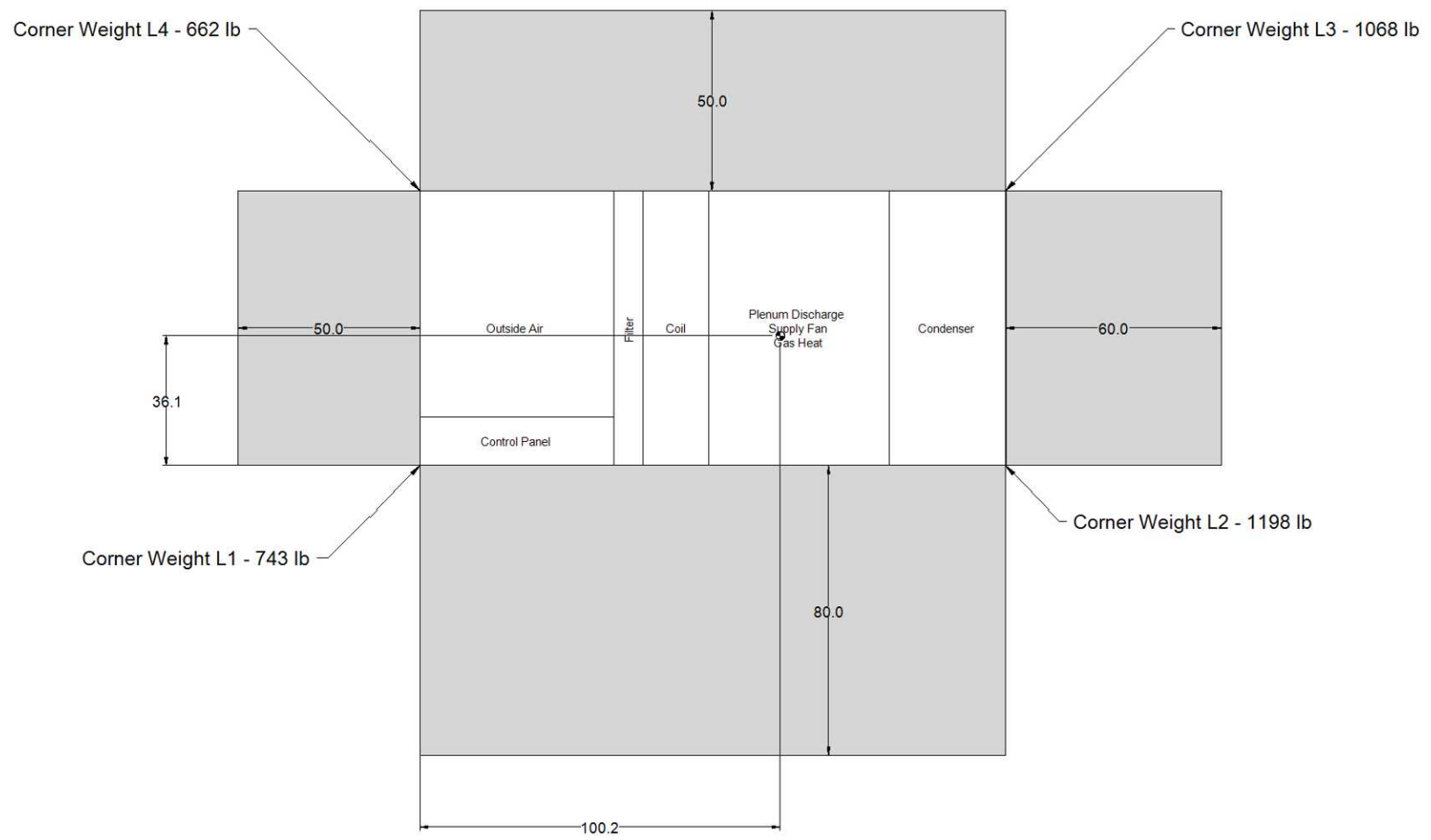
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.



PLAN VIEW - OPENINGS & OVERALL


Product Drawing	Unit Tag: MAU-1	Sales Office: HTS Texas		 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 08.40		
Product:	Project Name: Kyle Library MAU	Sales Engineer:				
Model: DPS020A	Nov. 02, 2020	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: in [mm]

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.



PLAN VIEW - CG, CORNER WEIGHTS, SERVICE CLEARANCE

- Notes:
- (1) Center of Gravity Height = 34.8
 - (2) Total Weight = 3672 lb

Product Drawing	Unit Tag: MAU-1	Sales Office: HTS Texas				 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 08.40
Product:	Project Name: Kyle Library MAU	Sales Engineer:				
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Document Summary Page



CITY OF KYLE, TEXAS

Emergency Purchase: Brandt
Companies for Replacement of
Faucets, Flush Valves, & Water
Fountains, \$108,422.00

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of an emergency Purchase Order to THE BRANDT COMPANIES, LLC., Austin, Texas, in an amount not to exceed \$108,422.00 (Coronavirus Relief Funds) for the replacement of all faucets (43), flush valves (30) and water fountains (7) in City buildings through the BuyBoard Purchasing Cooperative. This procurement is necessary to preserve and protect the public health and safety of employees and visitors in City buildings against the COVID-19 pandemic. ~ *Tim Croyley, Facilities Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Quote -Retrofit Faucets, Flush Valves, & Replace Water Fountains

The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: November 5, 2020

Proposal#: P-20201104-0028

24 Hour Service Dispatch: (512) 491-9100

Reference: Covid Mitigation Plumbing Hands Free Devices (BUY BOARD 558-18)

Customer:

Service Site:

Tim Cropely
City of Kyle
500 W Center St.

Kyle Tx.

Tim Cropely
City of Kyle
520 RM 150

Kyle Tx

Repair work proposals are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed, (at the above-referenced service site), in the amount of: **\$ 108,422.00** excluding any applicable taxes. Price is good for 30 Days.

- Scope of Work:**
- City hall scope Change (11) lav faucets with mixing valves and new hoses (8) toilet flush valves heads and chrome to the top spud. Includes new brass spud. (3) urinal flush valve heads with new brass spud. (2) breakroom sink faucets. (1) drinking fountain with hands free bottle filler
 - Krug Activity center Scope: (2) Bi-level drinking fountains with hands free bottle filler. (3) toilet flush valve heads with new brass spud and chrome to the top spud. (1) urinal flush valve with new brass spud. (4) lav Faucets
 - Library scope: (6) toilet flush valves with new chrome to the top spud and new brass spud. (7) lav faucets with mixing valves and hoses. (1) drinking fountain with hands free bottle filler. (2) breakroom sink faucets with sensor type fixtures
 - Police scope:(4) lav faucets with mixing valves and new hoses. (1) urinal flush valve head with new chrome to the top spud and new brass spud. (2) breakroom sink faucets. (1) drinking fountain with hands free bottle filler
 - Public Works building A: scope Change (4) lav faucets with mixing valves and new hoses (5) toilet flush valves heads and chrome to the top spud. Includes new brass spud. (1) urinal flush valve heads with new brass spud. (1) breakroom sink faucets. (1) drinking fountain with hands free bottle filler
 - Public Works building B: scope Change (5) lav faucets with mixing valves and new hoses (1) toilet flush valves heads and chrome to the top spud. Includes new brass spud. (1) urinal flush valve heads with new brass spud. (1) breakroom sink faucets. (1) drinking fountain with hands free bottle filler
 - Bid is based upon the stops holding. If stops do not hold Brandt will propose repairs

Exclusions: • Anything not listed in the scope of work.

• Overtime Work.

Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

James King

Service Account Manager

Cell: 512.470.1391

Fax: -

Email: james.king@brandt.us

Customer Acceptance

Accepted By:

Name:

Title:

Company:

Date:

Purchase Order Number:

The Brandt Companies, LLC

Accepted By:

Name:

Title:

The Brandt Companies, LLC

Date:

www.brandt.com Item # 18



The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: November 5, 2020

Proposal#:

P-20201104-0028

24 Hour Service Dispatch: (512) 491-9100

Reference:

Covid Mitigation Plumbing Hands Free Devices (BUY BOARD 558-18)

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: November 5, 2020 **Proposal#:** P-20201104-0028
24 Hour Service Dispatch: (512) 491-9100 **Reference:** Covid Mitigation Plumbing Hands Free Devices (BUY BOARD 558-18)

Brandt's Service Proposal # P-20201104-0028 **["Proposal"] is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:**

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).
The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date: November 5, 2020 **Proposal#:** P-20201104-0028
24 Hour Service Dispatch: (512) 491-9100 **Reference:** Covid Mitigation Plumbing Hands Free Devices (BUY BOARD 558-18)

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____



CITY OF KYLE, TEXAS

Kyle Chateau Bella, Inc.- Zoning
(Z-20-0065)

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning and reduce to approximately 2.3 acres of land from (PUD) Neighborhood Commercial 'NC' to (PUD) Neighborhood Commercial 'NC', rezone and increase to approximately 27.215 acres of land from (PUD) Residential Condominium 'R-1-C' to (PUD) Residential Condominium 'R-1-C' and rezone and reduce to approximately 3.824 acres of land from (PUD) Agriculture 'A' to (PUD) Agriculture 'A' for property located at 602 Creekside Trail, in Hays County, Texas. (Kyle Chateau Bella, Inc. - Z-20-0065) ~ *Howard J. Koontz, Director of Planning and Community Development*

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

- Public Hearing

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Report
- Ordinance with Exhibit's A & B
- Project Location Map
- Land Use Districts Map
- Current Zoning Map

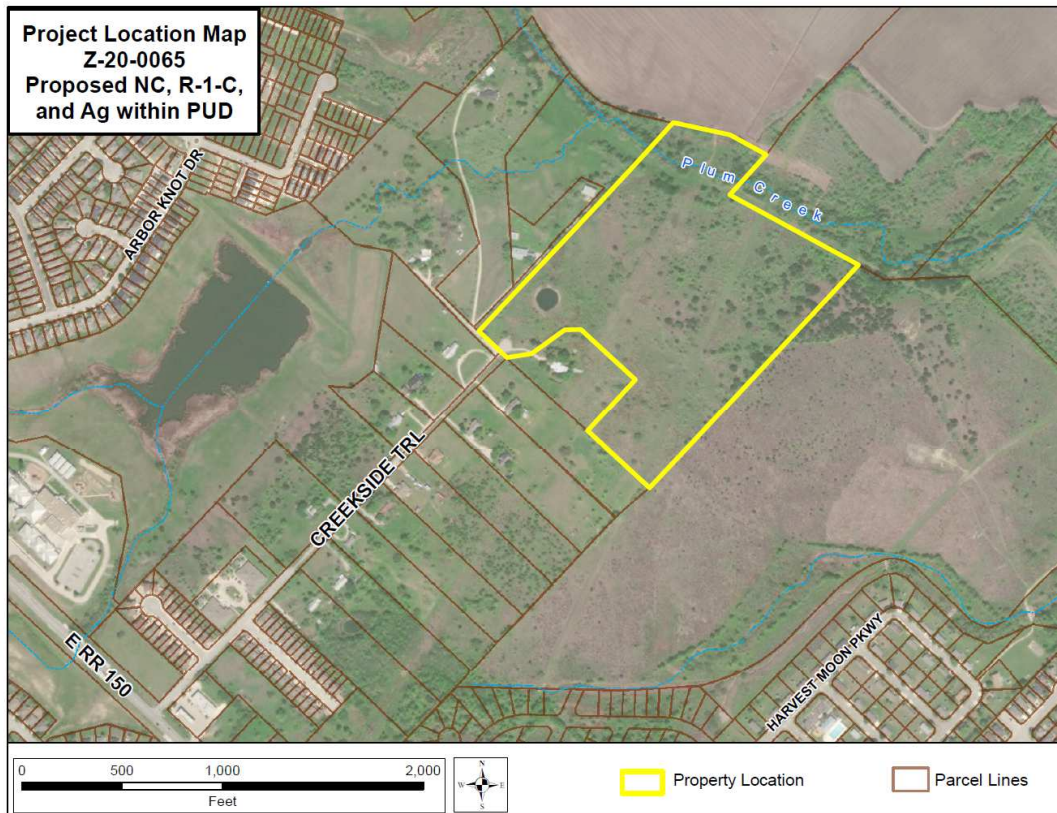
Property Location 602 Creekside Trail, Kyle TX

Owner Kyle Chateau Bella, Inc.
Sarah Files
800 Crystal Falls Pkwy, Bldg 1
Leander TX, 78641

Agent William O. Schock, P.E.
Terra Assoc. Inc.
404 E. Ramsey, Ste. 104 404 E. Ramsey, Ste. 104
San Antonio, TX 78216

Request Rezone & Reduce Neighborhood Commercial District (NC) to 2.3-Acres, Rezone & Increase R-1-C District to 27.215-Acres, and Rezone & Reduce Agriculture District (A) to 3.824-Acres – Within existing PUD

Vicinity Map



Site Description

The site is located on undeveloped land and is currently zoned A (Agriculture). The parcel is situated at the northern terminus of Creekside Trail. Creekside Trail is currently a local street with mostly single family residential lining both sides. The street runs south until intersecting with a small area developing into a local node at Creekside Trail and East FM 150. The node is a mix of retail/services, townhomes and assisted living/memory care for residents.

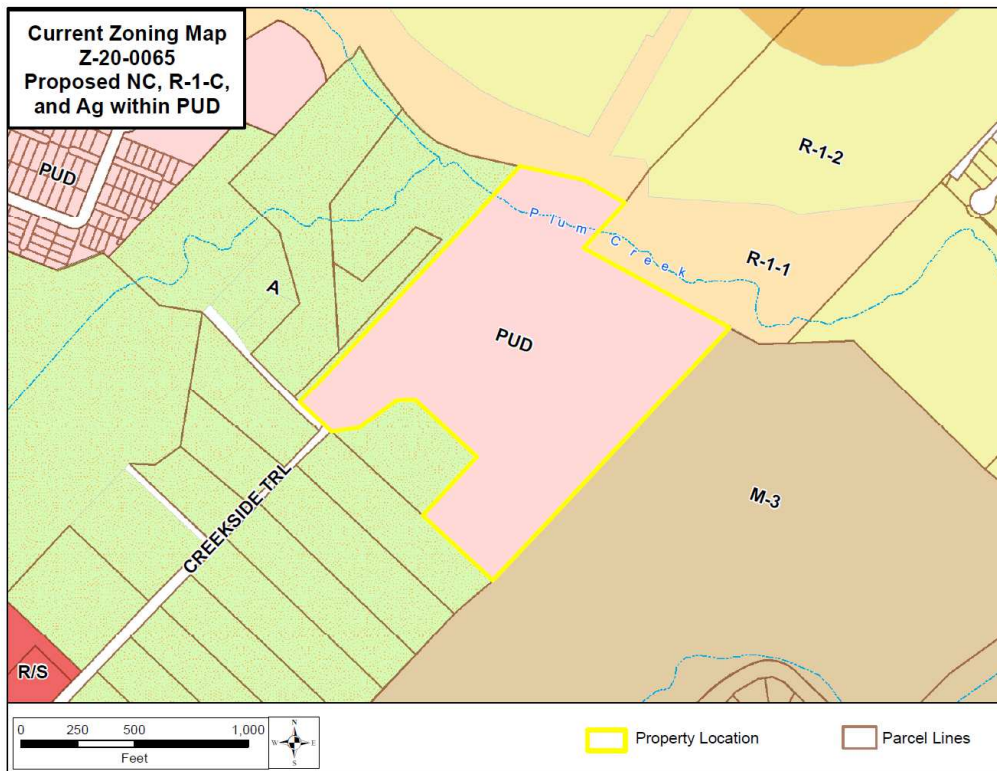
602 Creekside Trail generally slopes downward in a northerly direction to Plum Creek on the northern boundary. The parcel is on the uphill bank of Plum Creek with minimal potential flooding, both 1% and 0.2% chance of occurrence, and only within close proximity to Plum Creek. This area of the development parcel, is proposed to keep its current A (Agriculture) zoning designation.

The applicant seeks to rezone the property from A to PUD (Planned Unit Development), a mixed use category allowing for the following zoning districts within the PUD;

- NC (Neighborhood Commercial)
- R-1-C (Residential Condominium District)
- A (Agriculture)

On Tuesday, February 14th, 2017, the Planning & Zoning Commission voted 5-1 in favor for petition Z-17-002, recommending to Mayor & Council to approve the afore mentioned zoning. Commissioner Groot made a motion “recommending approval to rezone from agriculture to PUD for the property at 602 Creekside Trail. Commissioner Melendez seconded the motion.

Proposed Zoning Districts Encompassed by PUD

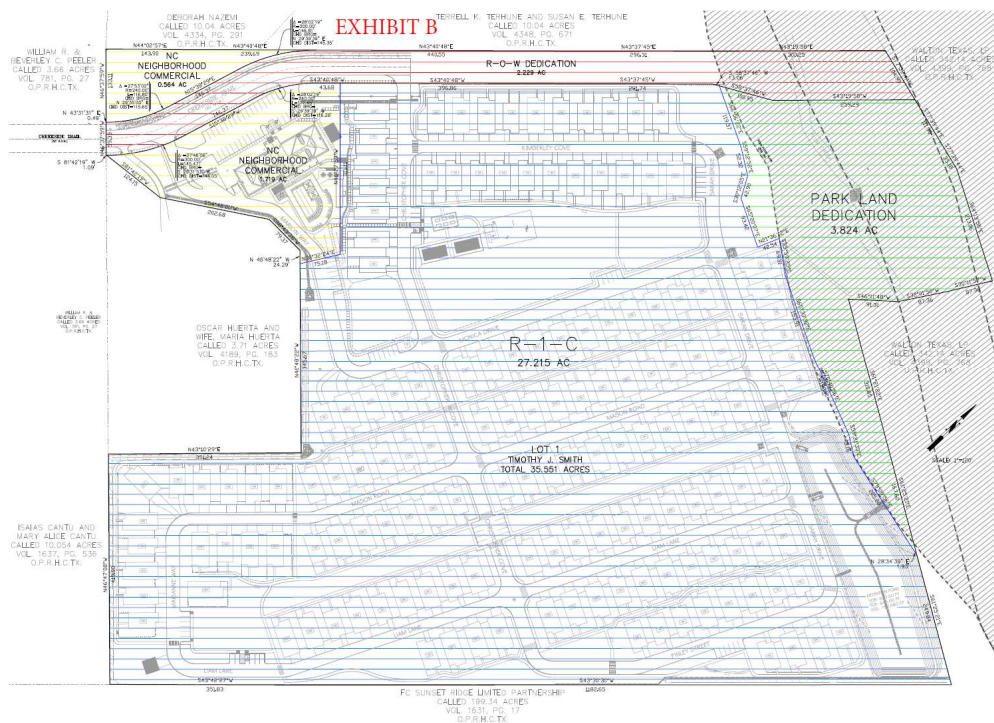


Existing PUD Zoning (Internal Boundaries)

EXHIBIT A



Proposed Internal Zoning Boundaries



Planned Unit Development

Sec. 53-699. - Purpose and objectives.

- (a) The purpose and intent of the planned unit development district is to provide a flexible, alternative procedure to encourage imaginative and innovative designs for the unified development of property in the city consistent with this chapter and accepted urban planning, with overall mixed-use regulations as set forth below and in accordance with the city's comprehensive plan. The planned unit development rules are designed to:
- (1) Allow development which is harmonious with nearby areas;
 - (2) Enhance and preserve areas which are unique or have outstanding scenic, environmental, cultural or historic significance;

- (3) Provide an alternative for more efficient use of land, resulting in smaller utility networks, safer streets, more open space, and lower construction and maintenance costs;
- (4) Encourage harmonious and coordinated development, considering natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
- (5) Facilitate the analysis of the effect of development upon the tax base, the local economy, population, public facilities and the environment;
- (6) Provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
- (7) Require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.

(b) Rezoning of land and development under this district will be permitted only in accordance with the intent and purpose of the city's comprehensive plan and this chapter, and to that end the planned unit development plan must be prepared and approved in accordance with the provisions of this chapter.

Neighborhood Commercial (NC)

Sec. 53-661. - Purpose.

The neighborhood commercial district [NC] is to provide for various types of small scale, limited impact commercial, retail, personal services, and office uses located in close proximity to their primary customers. The uses of the neighborhood commercial district shall be designed in a way so as to be operated completely compatible to and harmonious with the character of surrounding residential areas.

Sec. 53-665. - Use.

The neighborhood commercial zoning district shall allow professional offices and small businesses serving neighborhood community needs. The following uses shall be permitted:

- Second floor multi-family shall be permitted by right regardless of base zoning;
- Bed and breakfast up to five rooms;

- Retail;
- Restaurant w/o drive-thru;
- Religious assembly;
- Art gallery;
- Dance studios;
- Child care center (outdoor playground allowed);
- Fire/police station;
- Professional office;
- Barber/beauty shop;
- Convenience/grocery store w/o fuel sales;
- Nursing/retirement homes;
- Veterinarian - without outdoor boarding;
- Health and fitness center;
- Financial institution w/o drive-thru banking.

Maximum Height- 2 stories

Residential Condominium District (R-1-C)

Sec. 53-172. - Purpose and permitted use.

The residential condominium district R-1-C allows the establishment of a residential housing in compliance with the Texas Uniform Condominium Act, V.T.C.A., Property Code ch. 82, with individual apartments or units having a minimum of 500 square feet living area, inclusive of separate sleeping, living and kitchen facilities.

Sec. 53-174. - Site development regulations.

The site development regulations set forth in this section shall be exclusively applicable to residential condominium, district R-1-C.

(1) *Density*. The maximum dwelling units per buildable acre or square footage for the R-1-C district are as follows:

- a. Lot size of 9,000 square feet for two units.
- b. Lot size of 10,000 square feet for four units.

c. A minimum of three units and for acreage tracts, 36 units per buildable acre.

*Note- Code allows a height maximum of a 45-foot condominium development, by right. Agriculture zoning allows up to 45 foot structures by right. All adjacent zoning is Agriculture.

Agriculture (A)

Sec. 53-36.

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one-acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

Maximum Height- 45 feet

Conditions of the Zoning Ordinance

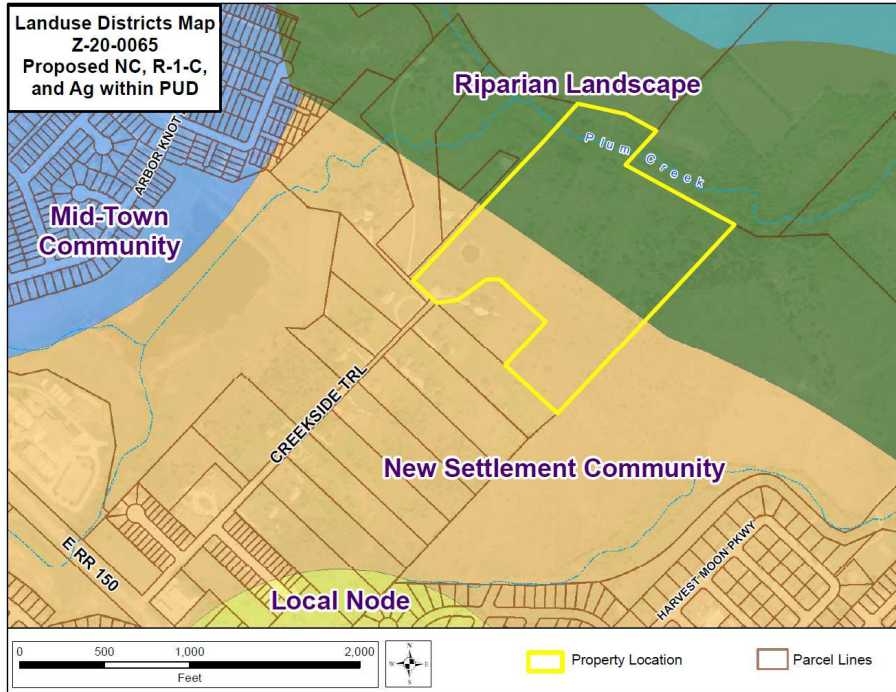
Sec. 53-1205 Amendments

(d)

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

(e)

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



Comprehensive Plan Text

The subject site is located both in the “Riparian Landscape District” and the “New Settlement Community District”. Planned Unit Developments are allowed within the New Settlement Community District. They are, by definition, a well thought out, mixed-use, harmonious design for a development, with the intention to improve the immediate and surrounding area.

New Settlement

Recommended: O/I

Conditional: E, R-1-A, R-1-1, R-1-2, R-1-3, **R-1-C**, R-1-T, R-2, T/U, UE, **NC**, CC, MXD, R/S, W

Riparian District

Recommended: **A**, UE

Conditional: R-1-1

Riparian Landscape District

‘Character’: The Riparian Districts are characterized by the primary waterways of Kyle and surrounding floodplains, seeking to protect them from encroaching development.

Additionally, significant vegetative cover can be found within these Districts, which impacts air quality and confers identity on the community. Riparian corridors may be wooded or open areas of land and water, and are of local and regional importance. Water quality and aquifer recharge are critical factors, especially as the areas around Austin develop quickly and demands for water resources increase.

'Intent': The intent of the Riparian District designation is to prevent the loss of sensitive riparian habitat that impacts regional environmental quality. Ecologically appropriate development policies and design standards should be defined in these areas. Design standards and guidelines should be implemented to preserve habitat, stabilize stream banks, improve water quality, and control erosion. Public spaces (such as parks and trails) in the Riparian Districts should be a priority for preservation and should connect the various development forms to promote community cohesion.

New Settlement Community District

'Character': Stretching over both Plum Creek and I-35, the New Settlement District is comprised primarily of farm fields and new residential developments that are being carved out of former farm fields. Northwest to southeast roadway patterns are strong, while northeast to southwest connections are lacking. Traditional residential enclaves predominate in the New Settlement District, aggregated in neighborhoods of unique housing forms. Private and public spaces are clearly separate, with the public domain by shared neighborhood amenities and the private domain defined by privatized landscapes. Public space is not encroached on by private functions. The New Settlement District has a lower density and intensity of development than the adjacent Mid-Town District, and the open character of the landscape should evoke the agricultural heritage of the District. Physical and visual partitioning and division of land should be avoided where possible in this District.

'Intent': The flat land and large parcel size in the New Settlement District result in a high level of development potential, which is beginning to be realized through market-driven demand for new housing stock. The City of Kyle should seek to capitalize on this "developability", while emphasizing community amenities, enhancing the neighborhood lifestyle through shared spaces, and improving connectivity within and without the District. The unique water features, such as creek ways and detention/retention facilities, in the New Settlement District should be utilized as form-giving elements and corridors for connections. Use patterns should be established that complement residential development and facilitate beneficial land use transitions. In this way, the New Settlement District should serve as a transition between the higher intensity of use within the core Districts and the low intensity of use of the Farm District.

Analysis

The property requesting to be rezoned is sited at the north end of Creekside Trail, surrounded by agricultural uses and a scattering of single family residential. .30 miles to the south along Creekside Trail is a rapidly developing local node, a hub of commercial and residential activity. This “node” is centered on the intersection of Creekside Trail and East FM 150. This area has existing retail and services options primarily used for local transactions with dedicated areas for future similar uses. Recently completed townhouse options for citizens within the vicinity of Tobias Elementary and within the node, have helped establish a smaller, pedestrian scale environment.

This site is an existing PUD zoning district, incorporating the NC (Neighborhood Commercial), R-1-C (condominium residential), and A (Agriculture) zoning districts. The purpose of this rezoning is to allow minor adjustments in the zoning, to allow for the site to develop in an appropriate manner. Staff is currently reviewing the site plan and is coordinating with the developer to achieve success for this project.

NC or Neighborhood Commercial is designed to allow local or neighborhood scale retail or services with limited allowable uses, stated earlier in the report. There is a two (2) story height limit, a smaller maximum building square footage and requires a more restrictive design standard with an emphasis on aesthetics. The general idea of a structure within the Neighborhood Commercial zoning district, is one that is designed to activate the street at a pedestrian scale or pedestrian oriented environment. The Neighborhood Commercial zoning designation has staff recommendation for the project.

This area will be reduced in acreage, to allow a larger area for the residential development of the R-1-C zoning. The current site plan shows the residential areas, encroaching into the Neighborhood Commercial zoning district, and needs to be adjusted.

R-1-C or Residential Condominium is designed to allow ownership of a dwelling unit for the resident without also having to own the land. It allows the resident to enjoy the stability of a neighborhood with higher ownership rates, while at the same time, having the flexibility to choose a dwelling unit that fits their space and financial requirements.

This zoning district within the PUD, will have an expanded area to allow for an increased amount of residences, and also to not encroach into both the Neighborhood Commercial or Agriculture zoning.

A or Agriculture

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one-acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

The portion of acreage dedicated to A or Agriculture zoning district is designated to be the closest zoning to Plum Creek. A majority of the Agriculture zoning coincides with the creek's 100 year flood plain. This seems to be intentional. The Agriculture zoning district allows the least amount of recommended uses of any district, giving preference to farming and ranching if a property owner decides to use the land at all. Even allowable structures will likely face a significantly prohibitive cost increase to build, as not to disrupt the land in the flood plain. Additionally, this area is also within the Riparian Landscape District. The act of keeping it Agriculture zoning, by default, will likely contribute to the preservation of the creek area and flood plain. Special care needs to be taken, when considering any improvements to this area, to ensure preservation of the creek way.

The area zoned "A" or Agriculture will largely be dedicated to the City of Kyle, as part of the Plum Creek Trail. The developer is currently coordinating with Kyle PARD to achieve this goal. The remaining "A" area will be dedicated as ROW, for a future bridge to cross Plum Creek.

Recommendation

In conclusion, staff supports the zoning amendment of the PUD at 620 Creekside Trail, in its' entirety. The amendment will allow the site to further develop in a code compliant manner, and help the project achieve success. At the November 10, 2020 Planning & Zoning Commission meeting, the Commission voted 7-0 to recommend approval of the amendment. Staff asks the Mayor & Council to vote to approve the zoning amendment.

Attachments

- Application
- Location Map
- PUD Map
- Land Use Districts Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 2.3 ACRES OF LAND FROM (PUD) NEIGHBORHOOD COMMERCIAL 'NC' TO (PUD) NEIGHBORHOOD COMMERCIAL 'NC', REZONE AND INCREASE TO APPROXIMATELY 27.215 ACRES OF LAND FROM (PUD) RESIDENTIAL CONDOMINIUM 'R-1-C' TO (PUD) RESIDENTIAL CONDOMINIUM 'R-1-C' AND REZONE AND REDUCE TO APPROXIMATELY 3.824 ACRES OF LAND FROM (PUD) AGRICULTURE 'A' TO (PUD) AGRICULTURE 'A' FOR PROPERTY LOCATED AT 602 CREEKSIDE TRAIL, IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone and reduce to approximately 2.3 acres of land from (PUD) Neighborhood Commercial 'NC' to (PUD) Neighborhood Commercial 'NC', rezone and increase to approximately 27.215 acres of land from (PUD) Residential Condominium 'R-1-C' to (PUD) Residential Condominium 'R-1-C' and rezone and reduce to approximately 3.824 acres of land from (PUD) Agriculture 'A' to (PUD) Agriculture 'A', as shown on the property location map labeled Exhibit B.

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

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

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

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

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

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

APPROVED this _____ day of _____, 2020.

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

LEGAL DESCRIPTION

DESCRIPTION OF A 35.528 ACRE TRACT OF LAND LOCATED IN THE M.B. ATKINSON SURVEY, ABSTRACT NO. 21, HAYS COUNTY, TEXAS, BEING ALL OF A 7.020 ACRE, 12.479 ACRE AND A 16.001 ACRE TRACT DESCRIBED IN A DEED TO TIMOTHY J. SMITH, RECORDED IN DOCUMENT NO. 201100009329, OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS, SAID 35.528 ACRE TRACT, AS DEPICTED ON THE ACCOMPANYING PLAT WHICH IS A PART HEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for a northeast corner of a called 199.34 acre tract of land as described in a deed to FC Sunset Ridge Limited Partnership of record in Volume 1631, Page 17 of the Official Public Records of Hays County, Texas, being also a west corner of a called 342.14 acre tract of land described in a deed to Walton Texas, LP of record in Volume 4399, Page 768 of the Official Public Records of Hays County, Texas, being also the southeast corner of the tract described herein;

THENCE along the northwest line of said 199.34 acre tract and the southeast line of said 16.001 acre tract the following two (2) courses and distances:

1. S 43°30'30" W, a distance of 1,182.46 feet to a 1/2-inch iron rod found, and
2. S 43°42'29" W, a distance of 352.10 feet to a 1/2-inch iron rod found for the east corner of a called 10.054 acre tract of land described in a deed to Isaias Cantu and Mary Alice Cantu of record in Volume 1637, Page 536 of the Official Public Records of Hays County, Texas, same being the north line of said 199.34 acre tract and the south corner of the tract described herein;

THENCE N 46°47'12" W, with the northeast line of said 10.054 acre tract and the southwest line of said 16.001 acre tract a distance of 419.59 feet to a 1/2-inch iron rod found for a west corner of said 16.001 acre tract, same being the northeast line of said 10.054 acre tract and the south corner of a called 3.71 acre tract of land as described in a deed to Oscar Huerta and wife, Maria Huerta of record in Volume 4189, Page 183 of the Official Public Records of Hays County, Texas and an angle point for the tract described herein;

THENCE leaving the northeast line of said 10.054 acre tract, with the southeast line of said 3.71 acre tract, N 43°08'01" E, a distance of 351.33 feet to a 1/2-inch iron rod found for a west corner of said 16.001 acre tract, same being the east corner of said 3.71 acre tract and an angle point for the tract described herein;

THENCE with the northeast line of said 3.71 acre tract, same being a west line of said 16.001 acre tract, N 46°49'24" W, a distance of 369.96 feet to a 1/2-inch iron rod found for the north corner of said 3.71 acre tract, same being the southeast corner of said 7.020 acre tract and the west line of said 16.001 acre tract and an angle point of the tract described herein;

THENCE along the southeast line of said 7.020 acre tract, same being the northwest line of said 3.71 acre tract the following three (3) courses and distances:

1. S 88°40'28" W, a distance of 79.29 feet to a 1/2-inch iron rod found,
2. S 54°46'27" W, a distance of 202.84 feet to a 1/2-inch iron rod found, and
3. S 81°50'51" W, a distance of 125.02 feet to a 1/2-inch iron rod found for the west corner of said 3.71 acre tract, same being the northeast line of said 10.054 acre tract, the south corner of said 7.020 acre tract and an angle point of the tract described herein;

THENCE N 46°41'07" W, with the southwest line of said 7.020 acre tract, passing at a distance of 29.30 feet a calculated point for the north corner of said 10.054 acre tract, same being the east corner of a called 3.66 acre tract of land described in a deed to William R. & Beverly C. Peeler of record in Volume 781, Page 27 of the Official Public Records of Hays County, Texas, continuing for a total distance of 192.42 feet to a 1/2-inch iron rod found in the northeast line of said 3.66 acre tract, same being the south corner of a called 10.04 acre tract of land described in a deed to Deborah Nazemi of record in Volume 4334, Page 291 of the Official Public Records of Hays County, Texas, the west corner of said 7.020 acre tract and an angle point of the tract described herein;

THENCE with the northwest line of said 7.020 acre tract, same being the southeast line of said 10.04 acre tract, N 44°03'19" E, a distance of 144.33 feet to a calculated point;

THENCE continuing with the northwest line of said 7.020 acre tract, N 43°41'15" E, passing at a distance of 134.26 feet a calculated point for the east corner of said 10.04 acre tract, same being the south corner of a called 10.04 acre tract of land described in a deed to Terrell K. Terhune and Susan E. Terhune of record in Volume 4348, Page 671 of the Official Public Records of Hays County, Texas, continuing for a total distance of 680.12 feet to a calculated angle point in the common line of said 7.020 acre tract and said 10.04 acre Terhune tract;

THENCE continuing with said common line, the following two (2) courses and distances:

1. N 43°38'12" E, a distance of 296.26 feet to a calculated angle point, and
2. N 43°20'20" E, a distance of 300.20 feet to a 1/2-inch iron rod found with cap stamped "5780" for the north corner of said 7.020 acre tract, same being the east corner of said 10.04 acre Terhune tract and the south line of said 342.14 acre tract;

THENCE leaving the east line of said 10.04 acre Terhune tract, along the south line of said 342.14 acre tract and the northeast line of the tract described herein the following seven (7) courses and distances:

1. S 77°21'09" E, a distance of 252.37 feet to a calculated point,
2. S 63°55'20" E, a distance of 213.27 feet to a wood fence post found for corner,
3. S 30°26'29" W, a distance of 87.30 feet to a calculated point,
4. S 32°16'22" W, a distance of 86.71 feet to a calculated point,

- 5. S 46°35'24" W, a distance of 90.61 feet to a 60d nail found in a fence post, and
- 6. S 61°21'33" E, a distance of 310.76 feet to a 1/2-inch iron rod with cap stamped "BYRN" found, and
- 7. S 61°26'20" E, a distance of 417.49 feet to the **POINT OF BEGINNING**, and containing 35.528 acres of land, more or less.

This survey of the 7.020 acre tract, the 12.517 acre tract and the 16.001 acre tract resulted in a total of 35.528 acres.

All bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

All distances are Grid Distances.

This property description is accompanied by a separate plat of even date.

THE STATE OF TEXAS



KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Derrick Mayfield, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

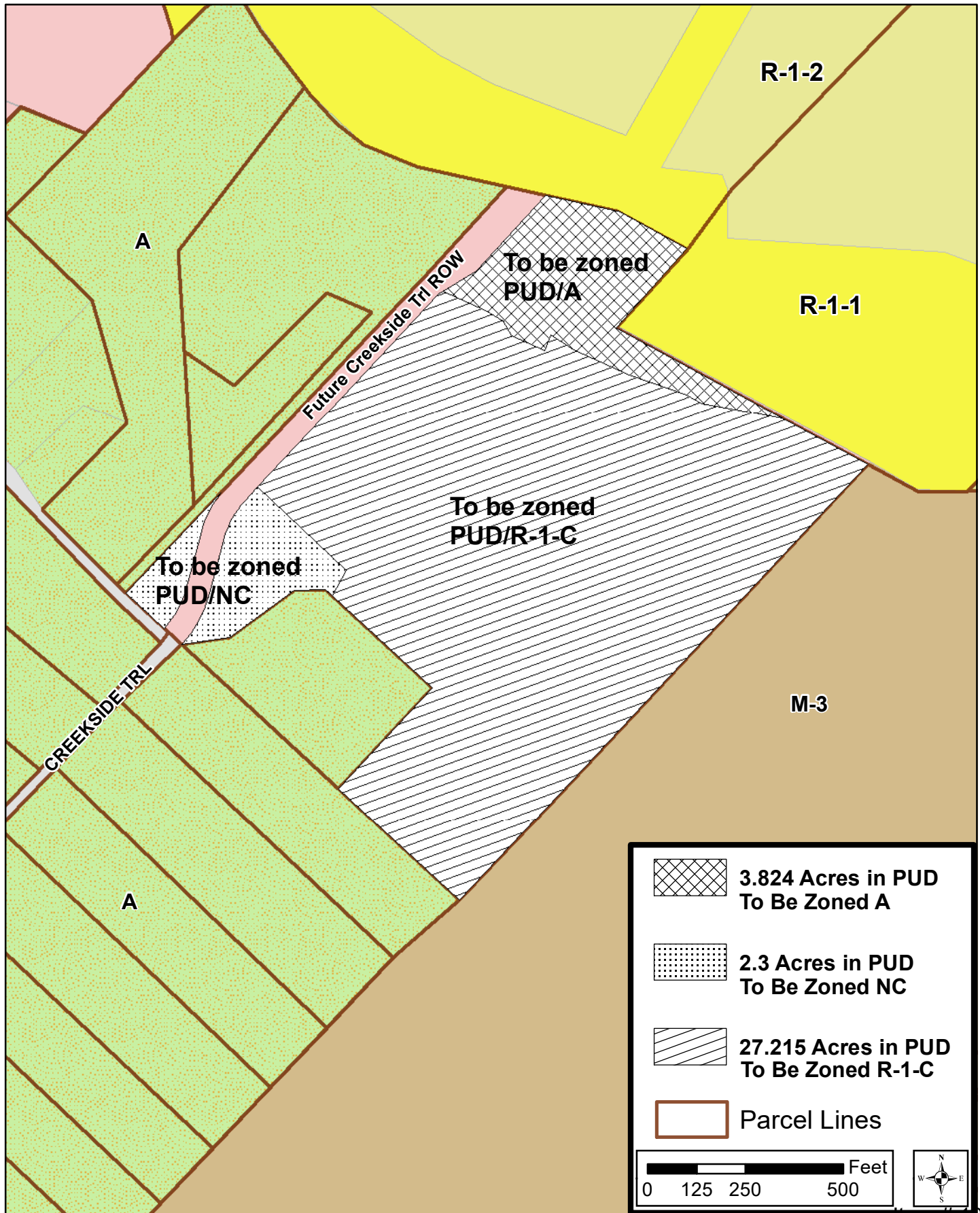
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
TX Firm Registration No. 10064300

Derrick L. Mayfield 11 Jan 2017
Derrick L. Mayfield Date
Registered Professional Land Surveyor
No. 6456 – State of Texas

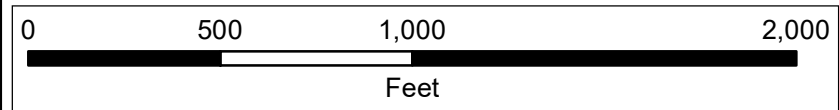


Exhibit B

Z-20-0065 602 Creekside Trl 33.34 Acres



Project Location Map
Z-20-0065
Proposed NC, R-1-C,
and Ag within PUD



 Property Location
Item # 19

 Parcel Lines

Landuse Districts Map
Z-20-0065
Proposed NC, R-1-C,
and Ag within PUD

Riparian Landscape

Mid-Town
Community

Plum
Creek

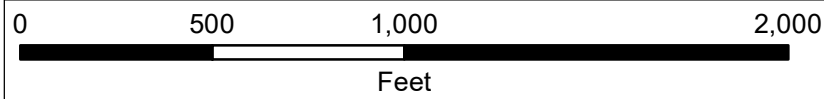
CREEKSIDE TRL

New Settlement Community

ERR 150

Local Node

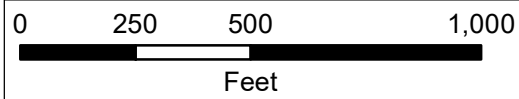
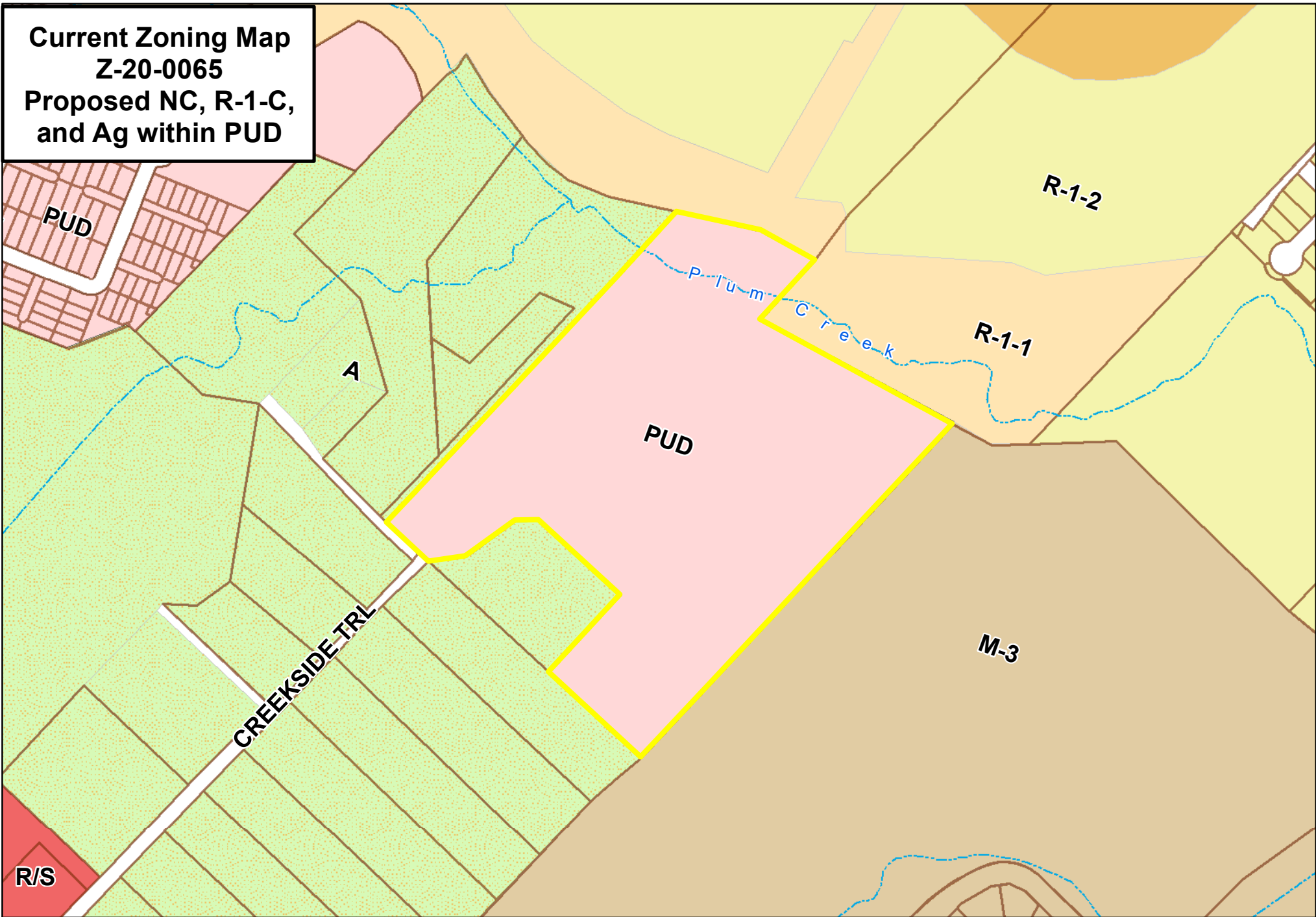
HARVEST MOON PKWY



Property Location
Item # 19

Parcel Lines

**Current Zoning Map
Z-20-0065
Proposed NC, R-1-C,
and Ag within PUD**



 Property Location
Item # 19

 Parcel Lines



CITY OF KYLE, TEXAS

Dutch Bros Coffee - Parking

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Consider appropriate parking ratios to allow for construction of a Dutch Bros Coffee facility located at 20325 IH-35. ~ *Howard J. Koontz, Director of Planning and Community Development*

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Letter of Request



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Howard J. Koontz – Director of Planning & Community Development

DATE: Tuesday, November 17, 2020

SUBJECT: Dutch Bros Coffee Parking – Parking Special Exception (20325 IH-35)

REQUEST

The applicant requests a special exception to allow for adequate parking to construct a compliant drive thru coffee restaurant.

LOCATION

The future Dutch Bros Coffee is located at 20325 IH-35. The location is an undeveloped pad site between Firestone Tires (north) and Taco Bell (south). Lowe's Home Improvement is to the east of the site.



TEXT OF THE ZONING ORDINANCE

Chapter 53 – Zoning, Sec. 53-33(n)(7) & Chart 4

7) *Council determination.*

Off-street and on-street parking, for all uses not within the categories listed in this subsection, shall be adequate to meet the anticipated needs and shall be determined by the city council using standards outlined for special exceptions and with a view towards providing adequate parking and carrying out the general scheme of the parking requirements herein set out.

Chart 4 ⁽¹⁾	
Use (See exhibit A for list of SIC codes)	Number of Parking Spaces ⁽¹⁾
Bars, cafes, restaurants, taverns, night clubs, and similar uses. RS SIC codes 72211006—72211017 (fast-food); 72211000—72211005 (restaurants); 72221200 (cafeteria); 72241001 (bar); 72241004 (brew pub)	One space for every four seats provided for customer services provided food is served. Bars and brew pubs which do not serve food shall have one space for three persons up to the maximum capacity allowed by fire codes for establishment.

ANALYSIS

Representatives of Dutch Bros Coffee have met with city development staff to gain preliminary approval to start the review process. The proposed facility will house a drive thru, a small kitchen, break room, and restrooms for employees. The structure will also allow for walk up traffic (pedestrians) to order as well.

Traditionally, quick service restaurants (i.e. fast food) incorporate both dine-in and drive thru services; to that end Kyle’s parking code is designed around dine-in customers. Currently it is required to provide a minimum of one (1) parking space per four (4) customer seats, with a maximum of one-and-a-half (1.5) times this number for a maximum parking allowance. This tends to work well in most cases. However, in this case it does not, as the applicants do not intend to provide dine-in seating for customers.

Dutch Bros Coffee’s business model primarily focuses on drive thru traffic, with an allowance for walk up/take-away pedestrian traffic (as shown in the attached site plan). The idea is to generate high turnover sales, and also provide a quick & efficient model that allows customers to receive their orders expediently and then leave with the product.

This business is planning to install seven (7) parking spaces. Four (4) for employee parking, and three (3) for customer parking. The applicants have assured staff that the number of parking stalls is adequate for this business.

RECOMMENDATION

City staff agrees with the applicant and finds the number of parking stalls do not hinder the health, safety or welfare of the surrounding properties or the City of Kyle. Staff requests the Mayor and Council to consider the request favorably and approve the request, as submitted.

ATTACHMENTS

1. Request letter
2. Site Plan

November 17, 2020

Mayor Travis Mitchell
Council Member Dex Ellison
Council Member Tracy Scheel
Council Member Robert Rizo
Council Member Alex Villalobos
Mayor Pro Tem Rick Koch
Council Member Michael Tobias

Re: Dutch Bros. Coffee – IH-35 Frontage Road & Kyle Crossing – Lowe’s Development

Dear Mayor & Council Members:

Please let this letter serve as a request for a City Council Determination under Section 53-33(n)(7) for our new project regarding a new Dutch Bros Coffee in Kyle, Texas along the east side of IH-35, just north of Kyle Crossing. Currently, the parking code as written does not adequately account for Dutch Bros. Coffee concept and operations. Dutch Bros Coffee operates a freestanding double drive-thru building which also includes a walk-up window. The building does not have any interior seating for customers. Due to the drive-thru and pick only business model, Dutch Bros Coffee would only be allocated three (3) parking spaces under the current code. Dutch Bros Coffee employs approximately four (4) employees at any one-time during shift. Between employees and customer demand, three (3) parking spaces are not adequate enough to operate the Dutch Bros Coffee business model and accommodate the Kyle community.

We request that the City Council allow for Dutch Bros Coffee to have more parking spaces as similarly outlined on the site plan attached hereto on Exhibit A.

Thank you for your consideration.

Regards,



Dan Frey
Endeavor Real Estate Group
500 W. 5th Street, Suite 700
Austin, Texas 78701

Cc: Will Atkinson

Exhibit A
(Attached hereto)

The name DUTCH BROS. and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "lock and leaf" of the establishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the "Materials") are owned by and/or licensed by DB Franchising USA, LLC and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws.

AOR NOTES:

- THESE DRAWINGS ARE NOT FOR CONSTRUCTION. THIS PROGRAM DRAWING SET IN CONJUNCTION WITH THE SPECIFICATIONS IS INTENDED AS A GUIDE FOR THE DEVELOPMENT OF CONSTRUCTION DOCUMENTS FOR INDIVIDUAL NEW FREESTANDING DUTCH BROS BUILDINGS. THIS PLAN IS INTENDED TO PROVIDE STANDARD INCLUSIONS AND DESIGN PARAMETERS ONLY. LOCAL SITE PLANS AND STORE ORIENTATION WILL DIFFER.
- SIGNAGE:**
-DRIVE-THRU SIGNS ARE TO BE DOUBLE SIDED WITH "THANK YOU"
- TRASH ENCLOSURE:**
-ROTATE TRASH ENCLOSURE PER CITY REQUIREMENTS. VERIFY SIDE APPROACH REQUIREMENTS WITH LOCAL TRASH COMPANY
- PARKING LOT:**
-LIGHTING: NUMBER OF HEADS PER POLE. QUANTITY IS DEPENDANT ON PHOTOMETRIC
-GREASE INTERCEPTOR SHALL BE PLACED IN LANDSCAPE AREAS WHERE POSSIBLE
- DRIVE THRU:**
- PROVIDE ORDER MENUS WITH WEATHERPROOF DUPLEX RECEPTACLE AT CAR STACKING POSITIONS 4 AND 9. CONDUITS FOR MENUS TO COME UP IN THE CENTER OF THE POST.
- EVERY SITE TO HAVE A SECONDARY "ESCAPE" LANE
- DRIVE THRU SHALL HAVE A MIN. OF 300 LINEAL FEET OF QUEUE.
- LIGHTING REQUIREMENTS:**
- 5 FTC. AT BUILDING
- 3 FTC. AT SITE
- 5 FTC AT TRASH ENCLOSURE
- REQUIRED 5 FTC. LIGHTING AT TRASH ENCLOSURES BY EITHER PARKING LIGHTS OR SEPARATE LIGHT FIXTURES**
- PROVIDE DETAILS FOR STANDARD MONUMENT SIGN OR DB CUP SIGN MATCHING BUILDING ARCHITECTURE. CITY REQUIREMENTS WILL DICTATE CHANGES.**
- 4'-0" WIDE RAMP FROM THE PARKING AREA TO THE REAR OF THE BUILDING
- THE REAR PATIO/CONCRETE DECK SHALL BE 10'-0" WIDE
- THE SIDE PATIO/ CONCRETE DECK SHALL BE 15'-0" WIDE
- PROVIDE FIRE LINE MARKINGS/ IDENTIFICATION PER CITY REQUIREMENTS

GENERAL LANDSCAPE NOTES:

- AVOID FLOWERING PLANTS
- USE DROUGHT TOLERANT VEGETATION
- AVOID TREES THAT WILL GROW TO COVER SIGNAGE & BUILDING.

Dutch Bros

8/27/20
DATE REVIEWED

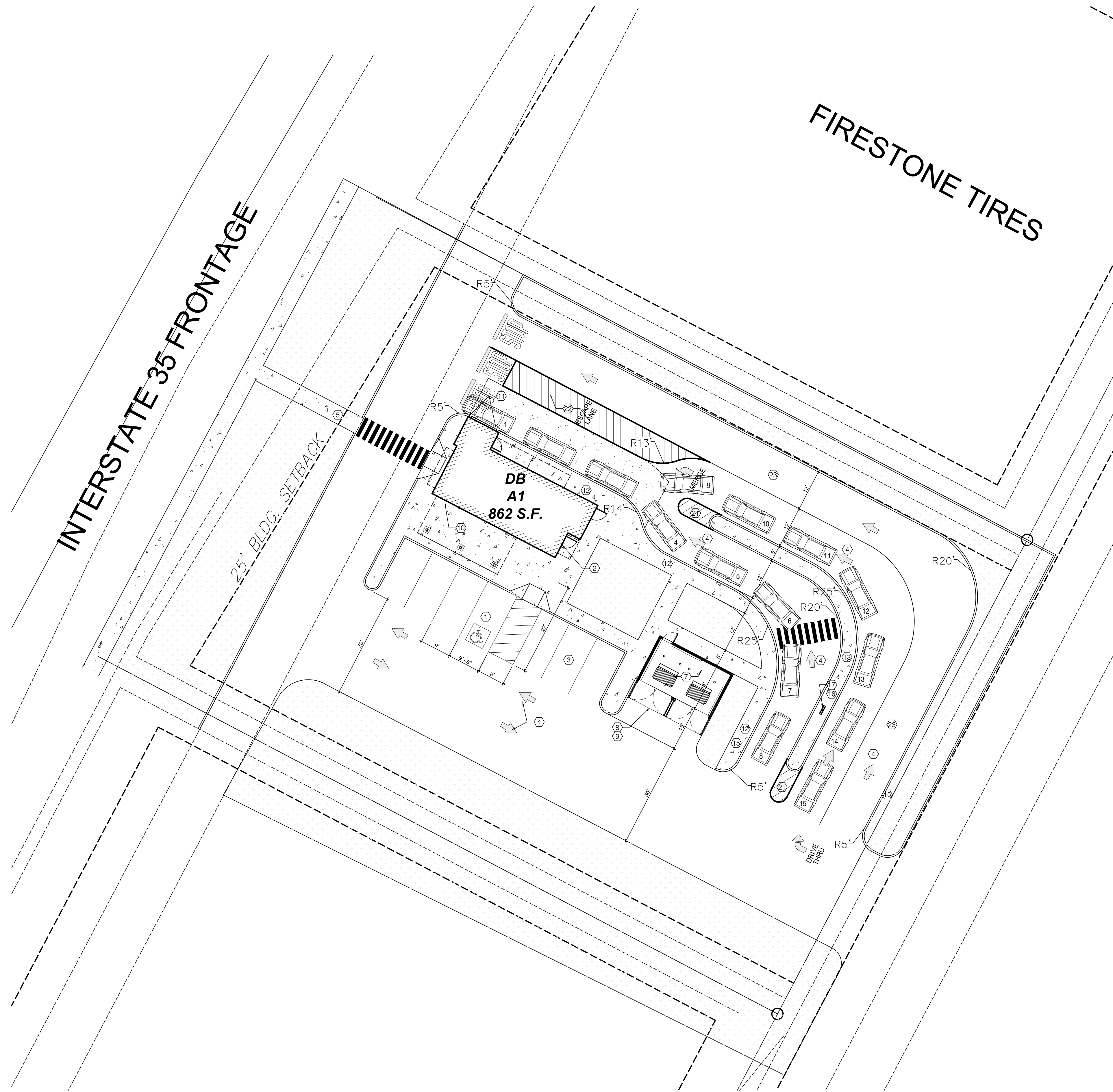
**APPROVED:
NO RESUBMITTAL
REQUIRED**

**REVISE:
RESUBMITTAL
REQUIRED**

CONTACT THE DB REAL ESTATE REPRESENTATIVE FOR FURTHER CLARIFICATION

ISSUED FOR FINAL REVIEW:

This Conceptual Site Plan has been provided by Real Estate / Development for final internal review. Please provide any comments or concerns within 72 hours of receipt to ensure a timely approval process. If no comments are received, it will be assumed approved for Real Estate Committee Review.



SITE PARAMETERS:

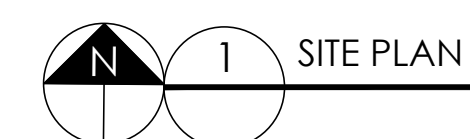
- SETBACKS:
- FRONT:
- SIDE:
- REAR:
- PARKING:
- REQUIRED:
- PROVIDED:
- CAR STACKING PROVIDED:

SITE PLAN PARAMETERS:

- SITE PLAN SHOWN WITH STORE MODEL 2040. SPECIFIC STORE DESIGNS MAY VARY, INCLUDING 1630 MODEL AND CUSTOM DESIGNS.
- SINGLE SIDED DRIVE-THRU IS PREFERRED, BUT DOUBLE SIDED IS AN OPTION. REVIEW DOUBLE SIDED OPTION WITH DUTCH BROS PDC (PLANNING DESIGN & CONSTRUCTION)
- BUILDING SETBACKS PER LOCAL CODES
- PROVIDE 240' MIN. OF PROTECTED VEHICLES QUEUING FROM DRIVE THRU WINDOW. THIS DOES NOT INCLUDE QUEUING IN PARKING LOTS & CIRCULATION AREAS
- TURN RADIUS = 25' MIN
- DRIVE AISLE WIDTH = 12'-0" MIN TO INSIDE FACE OF CURB. 24'-0" MIN FOR TWO WAY DRIVE AISLES
- PARKING REQUIREMENTS PER LOCAL JURISDICTION, 10 SPACES MIN.
- EXIT QUEUING, MAINTAIN 40' QUEUING BUFFER BETWEEN SERVICE WINDOW AND EXIT DRIVEWAY
- TWO VEHICLES CAN STACK WHEN EXITING SITE BEFORE LINE TYPICALLY STALLS
- MAINTAIN 10' CLEAR BUFFER FROM REAR DOOR FOR STOCK LOADING
- SITE TO ACCESSIBLE PER ADA GUIDELINES
- LANDSCAPING PER LOCAL REQUIREMENTS
- AVOID FLOWERING PLANTS WITHIN 50' SERVICE WINDOWS (TO LIMIT BEE ACTIVITY). VERIFY WITH LOCAL JURISDICTIONS FOR SPECIFIC PLANT SPECIES PRIOR TO LANDSCAPING AREA

SITE PLAN KEYNOTES:

- ACCESSIBLE VAN PARKING STALL W/ ACCESSIBLE PARKING ONLY SIGN
- ACCESSIBLE HARDWARE AND CLEARANCES REQUIRED
- PARKING STALL, TYPICAL (18' X 9') OR AS REQUIRED BY LOCAL JURISDICTION
- DIRECTIONAL PAINT, AS REQUIRED
- ACCESSIBLE ROUTE FROM PUBLIC ROW
- BIKE RACK LOCATION, AS REQUIRED BY LOCAL JURISDICTION
- TRASH ENCLOSURE, 14'X 24' MINIMUM OR AS REQUIRED BY LOCAL JURISDICTION. W/ LOCKING GATES AND SITE LIGHT. REFER TO SHEETS A9.0-A9.1 FOR DETAILS. COORD. W/ LOCAL REFUSE SERVICE PROVIDER FOR MIN. REQUIREMENTS AND CLEARANCES
- TRASH LOADING ZONE. COORDINATE APPROACH AND ORIENTATION OF TRASH ENCLOSURE W/ LOCAL REFUSE SERVICE PROVIDER
- CONCRETE PAD, W/ TOPICAL BLACK STAIN, AT TRASH ENCLOSURE AND AT DRIVE-THRU WINDOW; DRIVE-THRU CONC. PAD, MIN. 60', UNLESS NOTED OTHERWISE
- WALK-UP SERVICE WINDOW
- 6' BOLLARD W/ DB BOLLARD COVERS. BOLLARD LOCATIONS VARY FOR INDIVIDUAL STORE DESIGNS; SEE FLOOR PLANS
- CONC. "RUNNERS" SIDEWALK, MIN. 5' WIDE ON DRIVER'S SIDE OF DRIVE AISLE
- CONC. MEDIAN, MIN. 5' WIDE
- PREFERRED GREASE INTERCEPTOR LOCATION, IF REQUIRED BY LOCAL JURISDICTION
- PROVIDE 2" CONDUIT W/ PULL STRING TO CHRISTY BOX FOR FUTURE DRIVE-THRU SENSORS.
- MONUMENT / POLE SIGN, BY OTHERS, FACING MAIN STREET. REFERENCE SHEET SP1.1
- POLE MOUNTED STATIC BACKLIT LED MENU BOARD, BY OTHERS, PROVIDE POWER AND DATA IN WEATHERPROOF J-BOX, REFERENCE SHEET SP1.1
- PROVIDE 2" CONDUIT W/ PULL STRING TO CHRISTY BOX, FOR FUTURE DIGITAL MENU BOARD UPGRADE
- POLE MOUNTED DIRECTIONAL SIGNAGE, BY OTHERS, REFERENCE SHEET SP1.1
- CLEARANCE BAR, BY OTHERS, REFERENCE SHEET SP1.1
- PAINT STRIPING, 10' BEFORE AND AFTER CONCRETE MEDIAN, STRIPES 4" WIDE, 24" O.C. WHITE
- ESCAPE LANE W/ STRIPPING, STRIPES 4" WIDE, 24" O.C., SAFETY WHITE
- BYPASS LANE



SCALE: 1/16" = 1'-0"



1001 SE SANDY BLVD, SUITE 100
PORTLAND, OR 97214
V. 503.552.9079
F. 503.241.7055
WWW.GNICHARCH.COM

XX.XX.XX

Project No: TX-XXX4
Dutch Bros Coffee - New Freestanding Store
Interstate Highway 35
Kyle, Texas 78640
for: Endeavor Real Estate Group
500 W. 5th Street, Suite 700
Austin, Texas 78701

ISSUED FOR OWNER REVIEW: 07.15.2020

REV: DATE: DESCRIPTION:

SHEET NUMBER:

SITE PLAN

SHEET NUMBER:

SP1.0



CITY OF KYLE, TEXAS

Green Pastures, Section 2, Block R
Replat of Lots 2 & 3 (SUB-19-
0077) - Waivers

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: Consider a request for subdivision waivers for Proposed Plat of Green Pastures, Section 2, Block R, Replat of Lots 2 & 3 located northeast of the intersection of High Rd. and Lilac Way. (SUB-19-0077) ~ *Howard J. Koontz, Director of Planning and Community Development*

- Lot 2A to be less than “greater than 1-acre” and have less than “130-feet of width at the front property line”.
- Lot 2B will need a waiver to the “greater than 1-acre” requirement.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Request Letter
- Plat
- Staff Memo

William Atkinson

City Planner

City of Kyle

REF: GREEN PASTURES SECTION TWO, RESUB PLAT TO ESTABLISH LOTS 2, 2B, AND 3A (SUB-19-0077)

On behalf of all of the owners involved in this replat, we here by officially request Waivers to

Section 41-82(e) :

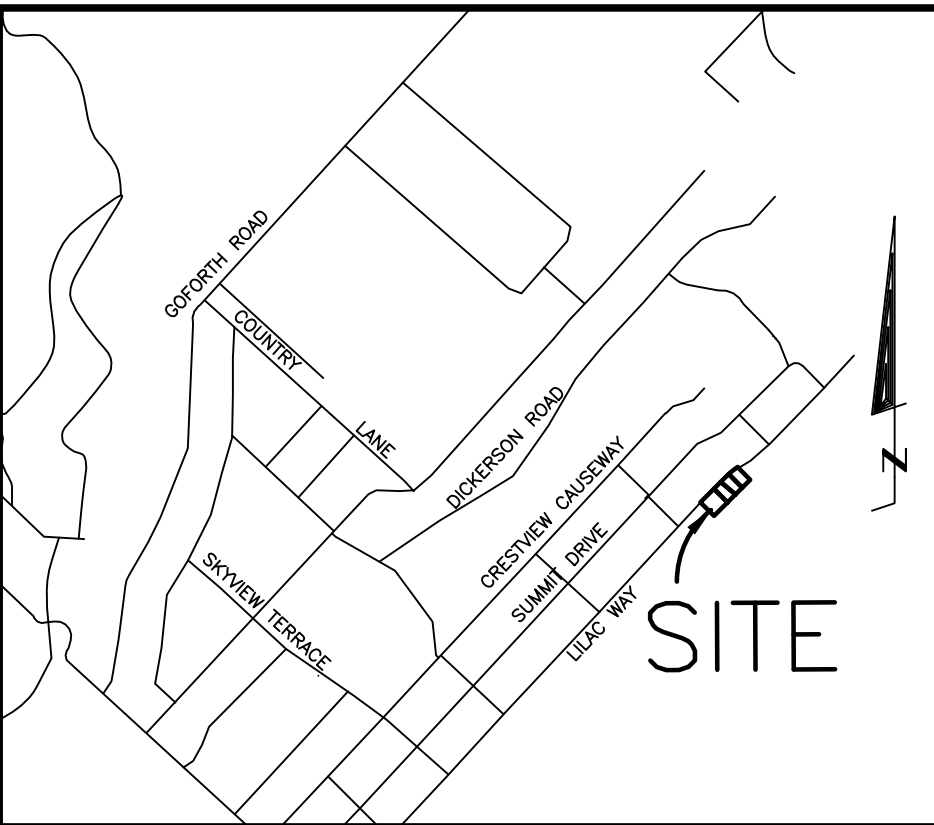
Lots must be greater than 1 Acre;

Lots must be at least 130' wide at front property line .

The purpose of this replat is to legalize an existing non-conforming situation where these requirements can't be met.



David C. Williamson, RPLS no. 4190



VICINITY MAP - 1"=2000'

SURVEYORS NOTES

1. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0293F, DATED SEPTEMBER 2, 2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
3. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS INDEPENDENT SCHOOL DISTRICT.
5. THIS TRACT LIES WITHIN THE BOUNDARIES OF THE CITY OF KYLE'S EXTRATERRITORIAL JURISDICTION.
6. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 5 AND 9.
7. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
8. DUE TO LOT SIZES, ALL LOTS ARE RESTRICTED TO ADVANCED SEPTIC SYSTEMS ONLY.
9. THIS PROPERTY LIES IN THE PLUM CREEK CONSERVATION DISTRICT AND THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, GUILLERMO GONZALEZ AND IMELDA FUENTES, OWNERS OF A PORTION OF LOT 2, BLOCK R, GREEN PASTURES, SECTION TWO, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED FEBRUARY 15, 2019, AND RECORDED AS INSTRUMENT NO. 19004948, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOTS 2 AND 3, BLOCK R, GREEN PASTURES, SECTION TWO, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. WE FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

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

GUILLERMO GONZALEZ
611B LILAC WAY
KYLE, TEXAS 78640

IMELDA FUENTES
611B LILAC WAY
KYLE, TEXAS 78640

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GUILLERMO GONZALEZ AND IMELDA FUENTES KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ALEJANDRO DELGADO AND ROSALIE DELGADO VENCENICO, OWNERS OF A PORTION OF 1/2 OF LOT 2 AND LOT 3, BLOCK R, GREEN PASTURES, SECTION TWO, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED NOVEMBER 15, 2000, AND RECORDED IN VOLUME 1741, PAGE 862, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOTS 2 AND 3, BLOCK R, GREEN PASTURES, SECTION TWO, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. WE FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

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

ALEJANDRO DELGADO
611 LILAC WAY
KYLE, TEXAS 78640

ROSALIE DELGADO VENCENICO
611 LILAC WAY
KYLE TEXAS 78640

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALEJANDRO DELGADO AND ROSALIE DELGADO VENCENICO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, EDGAR ROGEL, OWNER OF A PORTION OF THE SOUTHWEST 1/2 OF LOT 2, BLOCK R, GREEN PASTURES, SECTION TWO, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED JUNE 4, 2012, AND RECORDED IN VOLUME 4353, PAGE 640, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOTS 2 AND 3, BLOCK R, GREEN PASTURES, SECTION TWO, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. WE FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

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

EDGAR ROGEL
607 LILAC WAY
KYLE, TEXAS 78640

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EDGAR ROGEL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

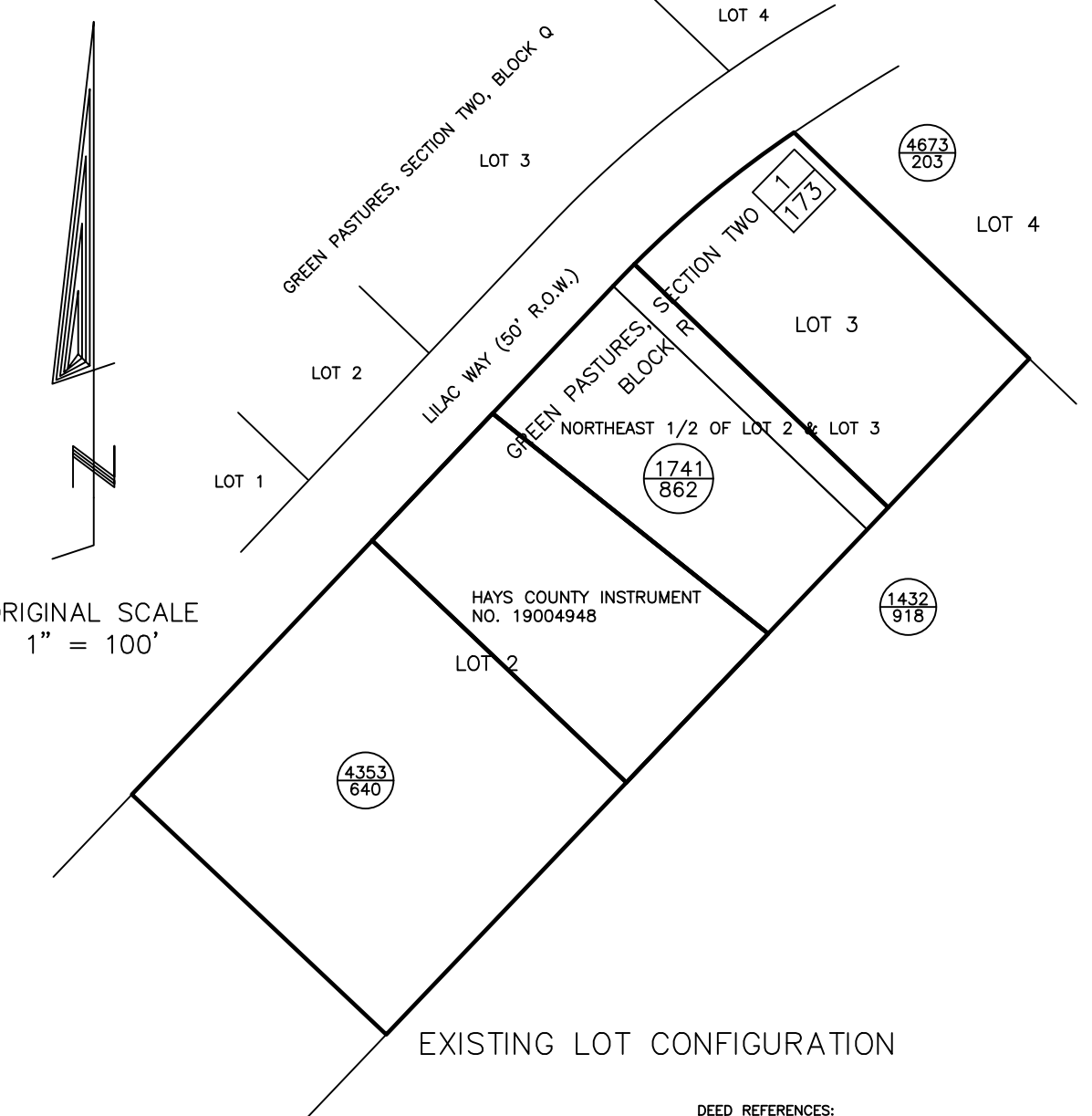
STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ AT

____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY,

TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS



DEED REFERENCES:

- HAYS COUNTY INSTRUMENT NO. 19004948
- ALEJANDRO DELGADO ET UX TO GUILLERMO GONZALEZ AND IMELDA FUENTES 2/15/2019 (0.50 AC.)
- 5373 688 GAYLA MASON FIELD TO LEONARDO RUIZ ET AL 11/10/2015
- 5241 591 ELVIRA JURADO TO CAROLINA MARTINEZ 6/15/2015 (NORTH 1/2 LOT 1, BLOCK Q)
- 4230 411 WILLIAM YOUNG ET UX TO SARAH COOPER GOMEZ 6/2/2015 (LOTS 4-10, BLOCK Q)
- 5172 975 RAUL SANCHEZ ET UX TO OSCAR ROBLES 3/28/2015 (LOT2, BLOCK Q)
- 4673 203 SUZANNE GUERRA TO JOHNATHAN GUERRA 2/14/2013
- 4353 640 J.D. WILLIAMS, SR. TO EDGAR ROGEL 6/4/2012 (SW 1/2 OF TRACT 2, BLOCK R)
- 1741 862 PAUL E. CRRER & MARIA A. CRRER TO ALEJANDRO DELGADO ET UX 11/15/2000 (NE 1/2 OF LOT 2 AND ALL OF LOT 3)
- 788 578 ROBERT W. MAYO TO AUS-TEX PARTS & SERVICE, LLC 7/2/1998 (200.00 AC.)
- 788 578 JOHN F. MASTERS, JR. TO JAMES NYBERG ET UX 6/19/1989 (LOT 3, BLOCK Q)

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 SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER 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 WASTEWATER SYSTEM 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.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT.

DATED THIS _____ DAY OF _____, 20____.

HOWARD J. KOONZ
DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS

REVIEWED BY:

CITY ENGINEER

DRIVEWAY PERMIT STATEMENT:

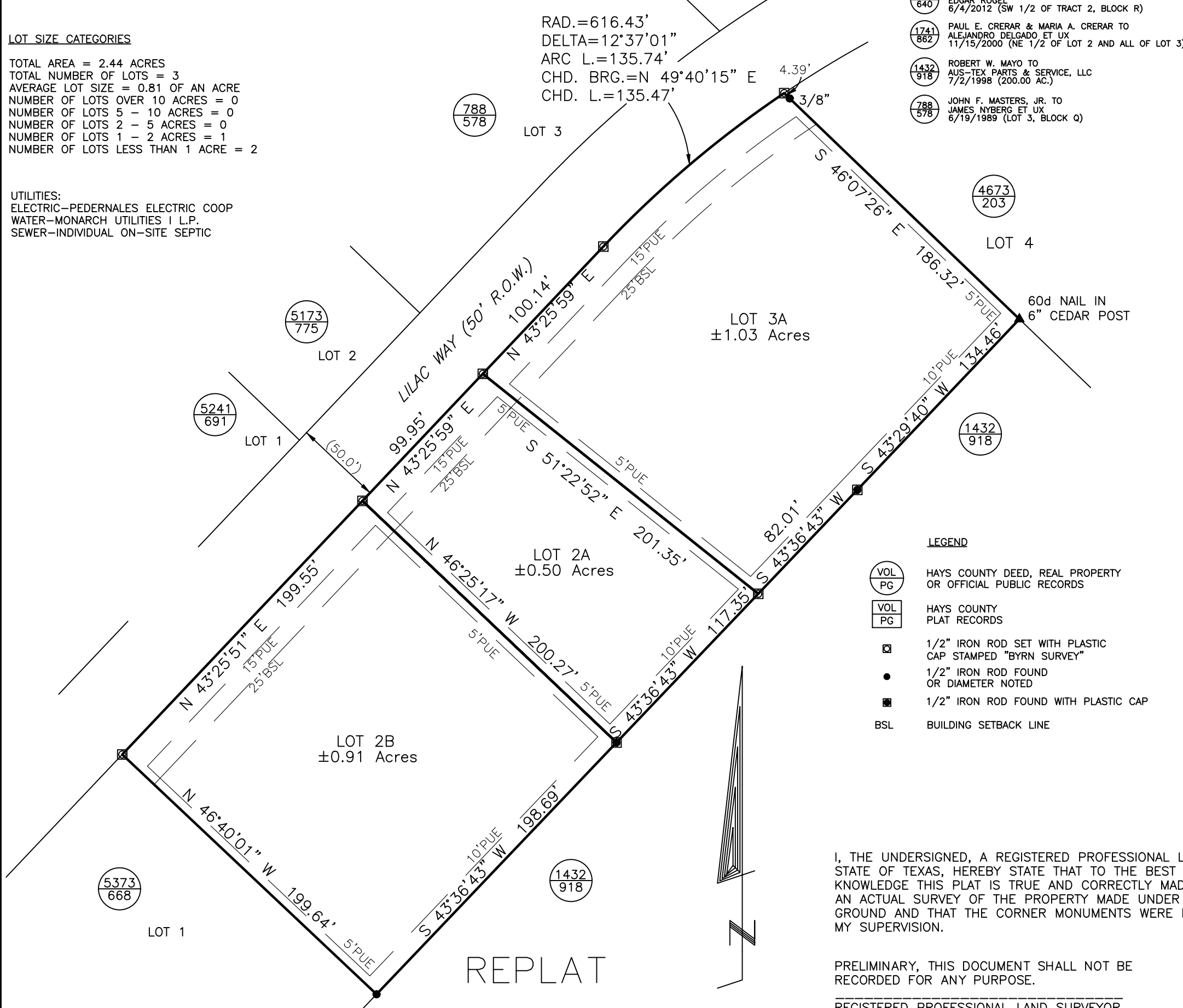
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705.8.03, ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

LOT SIZE CATEGORIES

- TOTAL AREA = 2.44 ACRES
- TOTAL NUMBER OF LOTS = 3
- AVERAGE LOT SIZE = 0.81 OF AN ACRE
- NUMBER OF LOTS OVER 10 ACRES = 0
- NUMBER OF LOTS 5 - 10 ACRES = 0
- NUMBER OF LOTS 2 - 5 ACRES = 0
- NUMBER OF LOTS 1 - 2 ACRES = 1
- NUMBER OF LOTS LESS THAN 1 ACRE = 2

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOP
WATER-MONARCH UTILITIES I L.P.
SEWER-INDIVIDUAL ON-SITE SEPTIC



CLIENT: GONZALEZ, G.
DATE: 09/24/2018
OFFICE: BRYANT
CREW: K. SMITH, C. SMITH
FB/PG: 754/60
PLAT NO. 27567-19-2-c

ORIGINAL SCALE
1" = 60'

Item # 21

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

GREEN PASTURES, SECTION TWO,
REPLAT OF LOTS 2 & 3, BLOCK R
HAYS COUNTY, TEXAS



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Howard J. Koontz – Director of Planning & Community Development

DATE: Tuesday, November 17, 2020

SUBJECT: Subdivision Waivers for Proposed Plat of Green Pastures, Section 2, Block R, Replat of Lots 2 & 3 (SUB-19-0077)

REQUEST

The applicant requests two related waivers: to allow Lot 2A to be less than “greater than 1-acre” and have less than “130-feet of width at the front property line”. Additionally, Lot 2B will also need a waiver to the “greater than 1-acre” requirement.

LOCATION

The proposed replat of Lots 2 & 3 are located outside of Kyle’s corporate limits, in the city’s extraterritorial jurisdiction (ETJ) on Lilac Way. Lots 2 & 3 are approximately 1.17 miles northeast of the intersection of High Road & Lilac Way.

TEXT OF THE SUBDIVISION REGULATIONS

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

(e) *Lots*. All lots in rural subdivisions shall:

- (1) Be greater than one acre in area (see [section 41-136\(a\)](#) for exceptions);
- (2) Have a minimum width at the front property line of 130 feet;

ANALYSIS

In an effort to ensure a code compliant subdivision, the agents for Green Pastures, Section 2, Block R, Replat of Lots 2 & 3 have brought forward to the Mayor & Council this request. As is common in the county, the existing configuration of the lots does not match the requirements of the City of Kyle's rural subdivision standards. This replat is an attempt to bring Lots 2 & 3 into compliance with the City of Kyle's rules. In doing so they're creating Lots 2A, 2B & 3A.

In coordination with city staff, the surveyor of record has drafted the replat to ensure compliance, to the best of their ability. Unfortunately, existing property ownership does not allow for the proposed configuration to be compliant (i.e. portions of the existing lots were sold without consultation with appropriate government jurisdiction).

To be able to utilize the replatted properties and receive OSSF (septic system) permits from Hays County, the following lots need waivers from the Mayor & Council to be considered compliant:

Lot 2A: Waiver from "all lots are greater than 1-acre" rule, and a waiver from the "minimum of 130-feet of property width at the front property line" rule.

Lot 2B: Waiver from "all lots are greater than 1-acre" rule.

RECOMMENDATION

Staff has coordinated with both Hays County, the surveyor of record and believes the proposed replat is the best possible solution to "cleaning up" the lot boundaries. Staff asks the Mayor & Council to vote to approve staff recommendations.

ATTACHMENTS

1. Request letter
2. Plat



CITY OF KYLE, TEXAS

Meeting Date: 11/17/2020

Date time: 7:00 PM

John H. Spooner (Z-20-0061)

Subject/Recommendation: *[Postponed 11/4/2020] (Second Reading) An Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 128.58 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' and approximately 30.27 acres of land to Residential Townhome 'R-1-T' and approximately 20.37 acres of land to Community Commercial 'CC' for property located off of E. Post Road, just north of Quail Ridge Subdivision, in Hays County, Texas. John H. Spooner Revocable Trust - Z-20-0061) ~ Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to recommend approval of the request. City Council voted 6-1 to approve on First Reading.

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

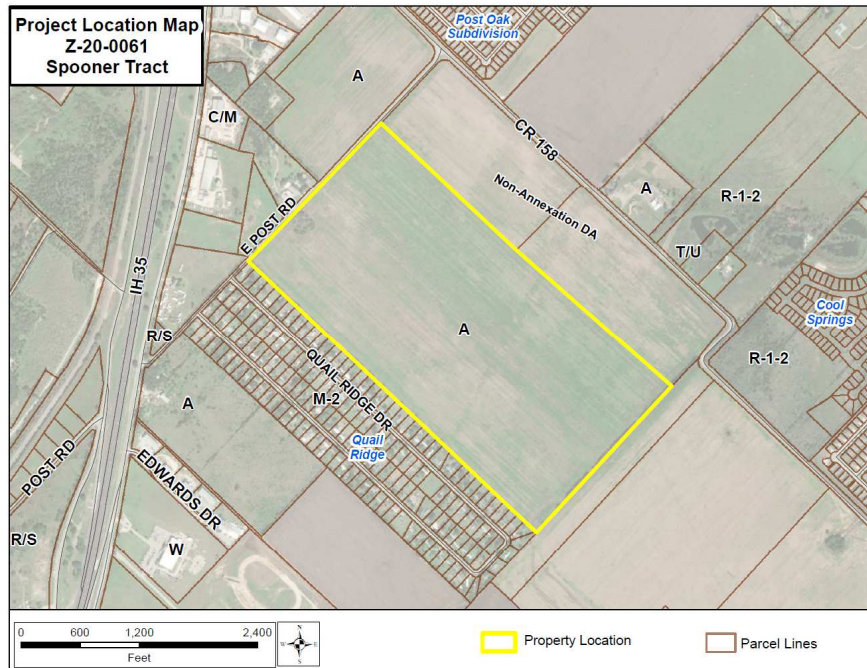
ATTACHMENTS:

Description

- Staff Memo
- Ordinance with Exhibits
- Application
- Letter of Opposition
- Project Location Map
- Land Use Districts Map
- Proposed Zoning Map
- Waterstone Phase 1 Exhibit

Property Location	E. Post Road, north of Quail Ridge Subdivision, Kyle, TX 78640
Owner	John H. Spooner Revocable Trust 324 43rd Street Des Moines, IA 50312
Agent	John Hines, P.E. Dannenbaum Engineering 512-427-3237
Request	Rezone 179.33-Acres A (Agriculture) to 128.58-Acres R-1-3 (Single Family Detached Residential), 30.27-Acres R-1-T (Residential Townhouse District), 20.37-Acres CC (Community Commercial)

Vicinity Map

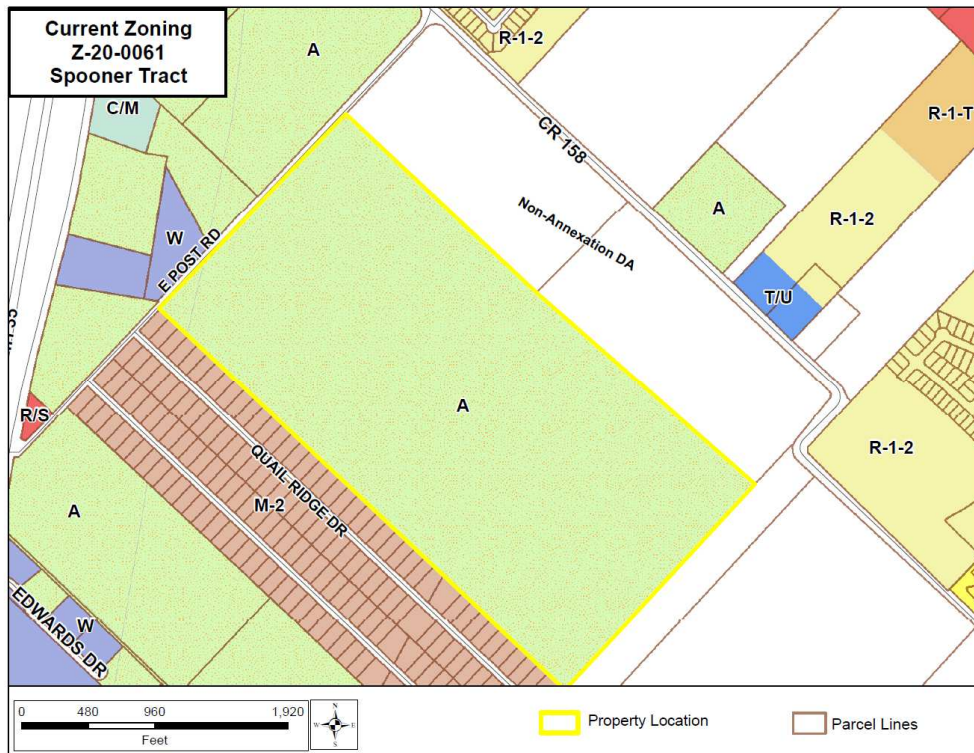


Site Description

The site, also known as the “Spooner Tract” is an undeveloped parcel zoned Agriculture (A). It is currently used for agricultural purposes, typically row crops. To the north is

vacant land, utilized for agriculture and zoned “A” (across E. Post Road). The land adjacent to and north of the parcel is in the City of Kyle’s extra-territorial jurisdiction (ETJ), and is used for agricultural purposes. To the east and southeast, is land in the San Marcos ETJ. The site is proposed to be developed with a regionally dense residential subdivision, taking access from a boulevard that will be constructed through the Spooner Tract. To the south is the Quail Ridge community, zoned M-2. It allows for manufactured homes on fee simple lots/public streets. To the west are properties zoned Warehouse (vacant) and Agriculture (auto body shop and residence).

The applicant seeks to rezone the property from “A” (Agriculture) to “CC” (Community Commercial), “R-1-T” (Residential Townhouse District) and “R-1-3” (Single Family Detached Residential).



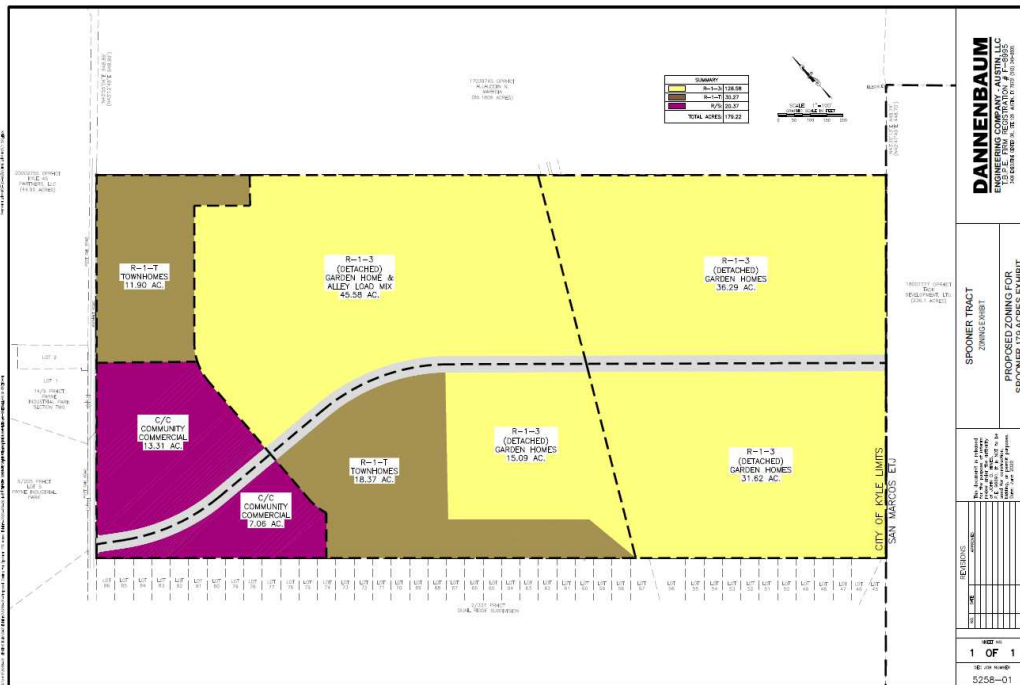
Current Zoning

A (Agriculture)

Sec. 53-36. - Agricultural district A.

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

(Ord. No. 438, § 23, 11-24-2003)



Requested Zoning

R-1-3 - Single-Family Attached District R-1-3

Sec. 53-101. - Purpose and permitted uses.

The R-1-3 single-family residential 3 district allows detached single-family residences with a minimum of 1,000 square feet of living area and permitted accessory structures on a minimum lot size of 5,540 square feet. There shall be no more than 5.5 houses per buildable acre.

([Ord. No. 928](#), § 1(Exh. A), 1-17-2017)

R-1-T – Residential Townhouse District

Sec. 53-140. - Purpose and permitted uses.

The residential townhouse district R-1-T allows attached single-family structures containing four or more dwelling units with a minimum of 1,000 square feet of living area per unit and permitted accessory structures. The single-family residences authorized in this zoning district are those generally referred to as townhouses. There shall be no more than ten units per buildable acre of land within the associated boundary of the premises of the townhouse site.

(Ord. No. 438, § 28(a), 11-24-2003; [Ord. No. 928](#), § 1(Exh. A), 1-17-2017)

CC – Community Commercial District

Sec. 53-667. – Purpose

The purpose of the community commercial district [CC] is to provide for slightly more intense commercial uses than allowed in the neighborhood commercial zoning district. The district is established to provide areas for quality retail establishments and service facilities. This district should generally consist of retail nodes located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

(Ord. No. 700, § 2(Exh. A), 7-17-2012)

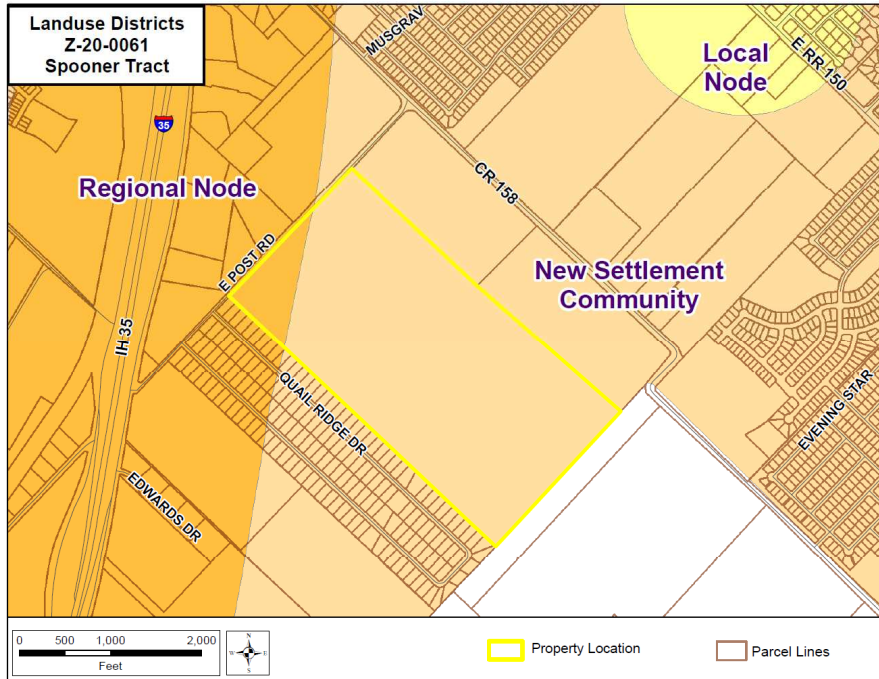
Land Use District	Front Setback (feet)	Side Setback (feet)	Corner Lot at Alleyway Setback (feet)	Street Side Yard setback (feet)	Rear Setback (feet)	Min. Lot Square Footage Area	Min. Lot Street Line Width (feet)	Height Limit (feet)
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R-1-3	20	5	10	5	10	5,540	50	35
R-1-T	Varies, Sec. 53- 143	0, 15	15	15	Varies, Sec. 53- 143	880	22	35
CC	25	10	15'	Side Setback to Residential 15	25'	8,000	80	3 stories

Conditions of the Zoning Ordinance

Sec. 53-1205 Amendments

- (d) *Referral of amendment to planning and zoning commission.* Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.
- (e) *Action by the planning and zoning commission.* The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



Comprehensive Plan Text

The subject site is primarily located in the “New Settlement Community” District. The CC, R-1-T & R-1-3 zoning districts are considered conditionally in the “New Settlement Community” District. The remainder of the property (west corner) is within the “Regional Node”. The CC zoning district is recommended and the R-1-T zoning district is not considered in the “Regional Node”.

Current Land Use Chart

New Settlement Community

Recommended Zoning Categories: O/I

Conditional Zoning Categories: E, R-1-A, R-1-1, R-1-2, **R-1-3**, R-1-C, **R-1-T**, R-2, T/U, UE, NC, **CC**, MXD, RS, W

Regional Node

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

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

New Settlement Community

'Character': The New Settlement District is comprised primarily of farm fields, and new residential developments that are being carved out of former farm fields in an area that stretches across the city's southern-most region, from Old Stagecoach Road on the west, across I-35 to the east, to the western border of the Plum Creek Riparian Landscape. The character of the district is as diverse as the district is expansive, as the New Settlement District spans the largest portion of the southern region of Kyle. For this reason, owing to such a diverse cross-section of Kyle's landscape, the character of the district is defined more by the function of the streets and neighborhoods that serve any particular block being examined, and less by the multiple landforms characteristic of the region as a whole. Northwest to southeast roadway patterns are strong, while northeast to southwest connections are lacking. Traditional residential enclaves predominate in the New Settlement District, aggregated in neighborhoods of unique housing forms. Some landscapes are bisected by I-35, others are permeated by feeder creeks and tributaries which should require heightened standards for physical development going forward. The region is dominated by legacy agricultural lands which feature old growth stands of trees and sparse one-family residences. However, there are areas experiencing significant development pressures to fulfill the current need for single family residential, and with few barriers to development, the region is growing in popularity for new housing, held back in the western region by the large portion of the district being under-served by public waste water utilities. Private and public spaces are clearly separate, with the public domain defined by shared neighborhood amenities and private domain defined by privatized landscapes. Acreage tracts abound in the Districts, some of which are uniquely suited for high turnover, high density retail and service uses by their location close to available roadways and wet utilities. Other properties are not yet ripe for development for their location along under-performing roadways, or from being so far removed from sewer and/or sufficient water supply. Public space is not encroached on by private functions. The New Settlement District has a lower density and intensity of development than the adjacent Mid-Town District, and the open character of the landscape removed from the interstate corridor should evoke the agricultural heritage of the District. Physical and visual partitioning and division of land should be avoided where possible in this district.

'Intent': The flat land and large parcel size in the New Settlement District result in a high level of development potential, which is beginning to be realized through market-driven demand for new housing stock. The city of Kyle should seek to capitalize on this

“developability”, while emphasizing community amenities, enhancing the neighborhood lifestyle through shared spaces, and improving connectivity within and without the District. The unique water features, such as creekways and detention/retention facilities, in the New Settlement District should be utilized as form-giving elements and corridors for connections. Future development will occur along the roadways best suited for access, and in the best proximity to the emerging water and waste water infrastructure expansion planned for in the city’s capital improvement plan. Use patterns should be established that compliment residential development and facilitate beneficial land use transitions. In this way, the New Settlement District should serve as a transition between the higher intensity of use within the core Districts and the low intensity of use of the Farm District.

Regional Node

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

‘Intent’: The primary goal of the Regional Nodes is to capture commercial opportunities necessary to close Kyle’s tax gap. To achieve this goal, these Nodes should draw down upon anticipated regional growth and aggregate density to enhance value and activity levels in a concentrated and visible location. Regional Nodes should provide a mixture of uses that compliments regional commercial activity, as well as encourage high density residential development. These Nodes should respond to other regional areas of growth,

specifically along I-35 and FM 1626, and to grow toward Hwy 21, SH 45 and SH 130. The anchor of each Regional Node should be regional commercial uses, and Regional Nodes should have a high level of development intensity.

Analysis

The Spooner tract is approximately 179.33-acres and currently zoned “A”. All but the western corner (about 12.6-acres) is within the “New Settlement Community” land use district. The 12.6-acres is in the “Regional Node” land use district. Per the September 3rd, 2019 update to the comprehensive plan, the CC, R-1-T & R-1-3 zoning district continues to be considered in a conditional manner (New Settlement Community). The CC zoning district is recommended in the “Regional Node” land use district, due to the expectation of a higher use intensity. The R-1-T zoning district is not typically considered in the “Regional Node”.

In discussion with the applicant, the R-1-T, R-1-3 & CC zoning districts might be considered appropriate for the Spooner tract. This is due to a number of discussion points.

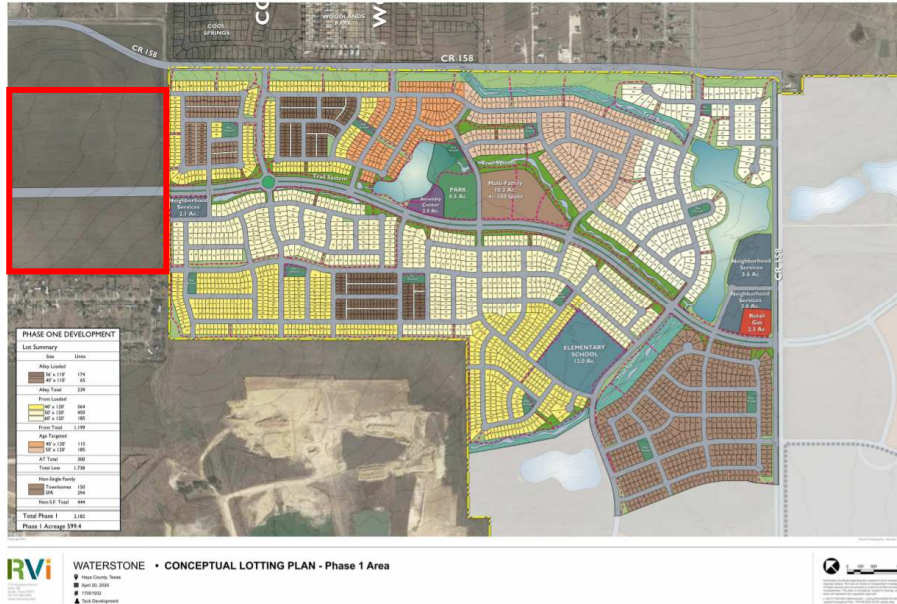
- Proximity to IH-35 and Waterstone development.
- Adequate road network to and from the site.
- Adequate wastewater availability.

Proximity to IH-35 and Waterstone development

In the “New Settlement Community” land use district, staff typically recommends lower density, single family residential, zoning districts. These are usually R-1-1 (80’ wide), R-1-2 (65’ wide) and R-1-3 (50’ wide). These recommendations are largely due to existing land use patterns around the proposed project and also based on the “wedding cake” pattern of development. Essentially, this part of the city is primarily made up of R-1-2 & R-1-1 zoning districts (flanking E FM 150), and one should incorporate larger lots/lower density the closer one is to the city limit border.

However, in the case of the Spooner tract, the western edge of the property is actually in the “Regional Node” requiring higher density/intensity of use (12-acres). The CC and R-1-T districts are appropriate in this vicinity of the tract (as requested). Additionally, between IH-35 and E. Post Road, all the land will likely develop in a commercial manner. This follows the intensity of use, if not higher density. The remainder of the property will be between what should be higher density development and the Waterstone development (La Salle MUD, San Marcos ETJ). The portion of the Waterstone

development next to the Spooner tract will have similar lot widths (36'-50') and similar lot area (3,960 sq. ft. – 6,000 sq. ft.). R-1-3 requires a minimum of 50' of width and a minimum of 5,540 sq. ft. of lot area.

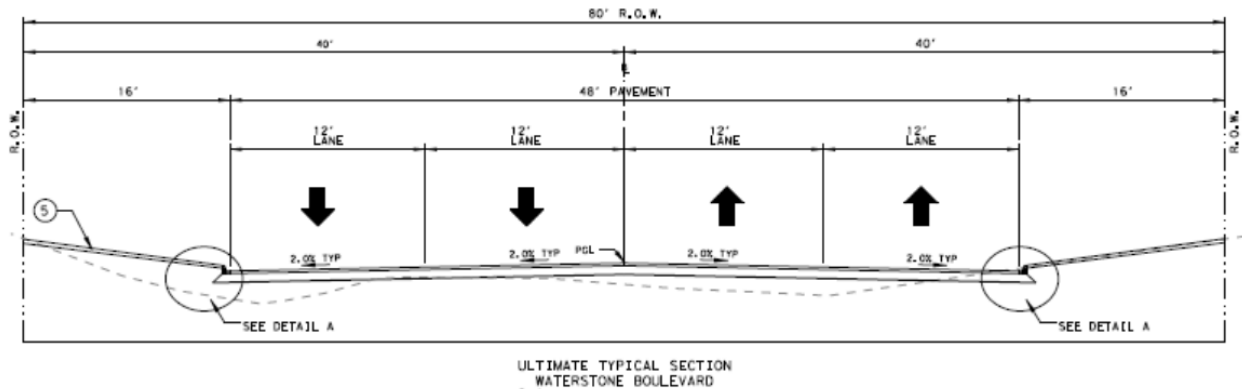


Waterstone Development – Phase 1 (Spooner Tract at west property line)

Adequate Road Network To and From The Site

Existing roads to the Spooner tract are insufficient to meet the demand of the potential increase in vehicular traffic. E. Post Road and CR 158 are rural county level roads with barely 20' of pavement width. They were adequate for rural traffic 10-20 years ago. The development is expected to be between 4.5-6 residences per buildable acre, there will be approximately 800 homes in this project.

Though the existing E. Post Road and CR 158 are not adequate for a significant increase in vehicular traffic, the Waterstone development will be building an east/west boulevard through the Spooner tract. It will start at the northbound IH-35 access road and continue through the Waterstone development. This route will act as the main thoroughfare to IH-35 for both the Spooner tract and the Waterstone Boulevard. Waterstone Boulevard will be a 4-lane road, capable of carrying the additional vehicular traffic generated by this development. At the subdivision stage of the project, staff and the developer will coordinate appropriate improvements/road fees for nearby existing roads. Additionally, per the City of Kyle Transportation Master Plan, CR 158 will be a 3-lane road (increasing vehicular traffic capacity). Residents of the Spooner tract will also be able to travel through the Waterstone development to access CR 158, Yarrington Road, E FM 150, etc.



Adequate Wastewater Availability

Per the City of Kyle’s Southside Wastewater project, the western 84-acres of the Spooner tract will receive wastewater. The Southside Wastewater project shows the 84-acres to be served with adequate wastewater. The remainder of the tract will also be serviced by the City of Kyle, flowing to the Waterstone development to the east.

Alley Loaded Residential Design

Per the Residential Style Guide, all single family and two family residential subdivisions are required to be alley loaded (take vehicular access from back of lot), if they are less than 50-feet wide. Staff will work with the developer and encourage them to build a portion of the project as an alley loaded design. Additionally, the project will go through the Residential Style Guide public hearing process, to ensure adequate amenities (street trees, pocket parks, trails, etc.).

Regional Node Land Use District

As previously stated, approximately 12-acres of the tract are in the “Regional Node” land use district. This constitutes 7% of the overall land area of the subject site. The CC zoning district is recommended in the “Regional Node”. The R-1-T zoning district is not considered in the “Regional Node”; however, the boundaries listed in the future land use map are provided for reference, and the actual transition from one district to an adjacent district should be determined on the ground from an in-person observation. In this case, the 12-acres are more akin to the neighboring 93% of development site than they are to the regional node to the west. For that reason, staff has no objection to recommending rezoning the portion of the tract in the “Regional Node” to CC, with a smaller portion being R-1-T. As previously stated, the R-1-T district will create an appropriate buffer between the CC and R-1-3 districts.

Recommendation

In conclusion, staff supports the rezoning from “A” (Agriculture) to R-1-3 (Single Family Detached Residential), R-1-T (Residential Townhouse District) and CC (Community Commercial District) as requested for the Spooner Tract. At the September 8, 2020 Planning & Zoning Commission meeting, the Commission voted 6-0 to recommend approval of the rezoning request. Staff asks the Mayor and Council to consider the request favorably and vote in support of the request.

Attachments

- Application
- Location Map
- Land Use Districts Map
- Waterstone Phase 1 Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 128.058 ACRES OF LAND FROM AGRICULTURE 'AG' TO SINGLE FAMILY RESIDENTIAL-3 'R-1-3' AND APPROXIMATELY 30.27 ACRES OF LAND TO RESIDENTIAL TOWNHOME 'R-1-T' AND APPROXIMATELY 20.37 ACRES OF LAND TO COMMUNITY COMMERCIAL 'CC' FOR PROPERTY LOCATED OFF OF E. POST ROAD, JUST NORTH OF QUAIL RIDGE SUBDIVISION, IN HAYS COUNTY, TEXAS. (JOHN H. SPOONER REVOCABLE TRUST – Z-20-0061); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to assign original zoning to approximately 128.58 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' and approximately 30.27 acres of land to Residential Townhome 'R-1-T' and approximately 20.37 acres of land to Community Commercial 'CC' for property located off of E. Post Road, just north of Quail Ridge Subdivision, as shown on the property location map labeled Exhibit B.

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

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

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

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

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

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

APPROVED this _____ day of _____, 2020.

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

A DESCRIPTION OF 20.379 ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 134.5 ACRE TRACT OF LAND CONVEYED TO JOHN H. SPOONER IN VOLUME 2490, PAGE 806 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT); SAID 20.379 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the southeast right-of-way-line of E Post Road (right-of-way width varies) at the west corner of said 134.5 acre tract, same being the north corner of Lot 86, Quail Ridge Subdivision, recorded in Volume 2, Page 337 of the Plat Records of Hays County, Texas (PRHCT);

THENCE, with the northwest line of said 134.5 acre tract, same being the southeast right-of-way line of E Post Road, **N43°16'11"E**, a distance of **988.90** feet to a calculated point, from which a 1/2-inch iron rod with "RPLS 4046" cap found at the north corner of a called 44.83 acre tract of land conveyed to John H. Spooner in Volume 2490, Page 806 (OPRHCT), same being the west corner of a called 85.1806 acre tract of land conveyed to Allaudin N. Maredia in Document No. 17039745 (OPRHCT), bears **N43°16'11"E**, a distance of 958.25 feet;

THENCE, crossing said 134.5 tract, the following five (5) courses and distances:

- 1) **S47°21'20"E**, a distance of **511.90** feet to a calculated point;
- 2) With a curve to the left, having a radius of **300.04** feet, a delta angle of **21°57'40"**, an arc length of **115.00** feet, and a chord which bears **S13°43'14"W**, a distance of **114.30** feet to a calculated point;
- 3) **S02°44'24"W**, a distance of **782.58** feet to a calculated point;
- 4) With a curve to the left, having a radius of **300.04** feet, a delta angle of **22°04'08"**, an arc length of **115.57** feet, and a chord which bears **S08°17'40"E**, a distance of **114.85** feet to a calculated point;
- 5) **S43°15'48"W**, a distance of **228.70** feet to a calculated point in the southwest line of said 134.5 acre tract, same being the northeast line of Lot 74, Quail Ridge Subdivision, from which a 1/2-inch iron rod found at the south corner of said 134.5 acre tract, same being the east corner of Lot 45, Quail Ridge Subdivision, also being in the northwest line of a called 236.1 acre tract of land conveyed to Tack Development, Ltd. in Document No. 18007777 (OPRHCT), bears **S46°44'12"E**, a distance of 2,843.98 feet;

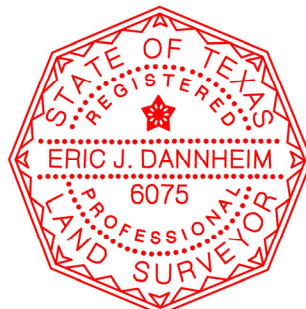
THENCE, with the southwest line of said 134.5 acre tract, same being the northeast line of Quail Ridge Subdivision, **N46°44'12"W**, a distance of **1166.79** feet to the **POINT OF BEGINNING** hereof, and containing 20.379 acres, more or less.

Surveyed on the ground May 1, 2020. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1960-001-C-C

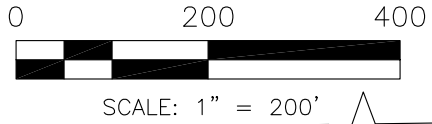


8/27/20

Eric J. Dannheim, RPLS
State of Texas #6075



CURVE	DELTA	RADIUS	ARC	BEARING	CHORD
C1	21°57'40"	300.04'	115.00'	S13°43'14"W	114.30'
C2	22°04'08"	300.04'	115.57'	S08°17'40"E	114.85'



17039745 OPRHCT
ALLAUDDIN N.
MARELIA
(85.1806 ACRES)

2940/806 OPRHCT
JOHN H. SPOONER
(44.83 ACRES)

2940/806 OPRHCT
JOHN H. SPOONER
(134.5 ACRES)

BEARINGS, DISTANCES AND AREAS IN PARENTHESIS ARE FROM RECORD INFORMATION.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1960-001-C-C

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM SMARTNET.

DATE OF SURVEY: 5/01/2020

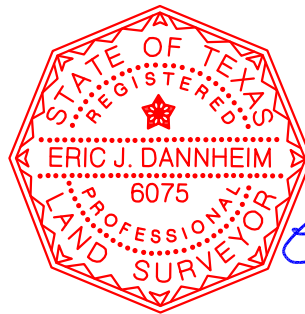
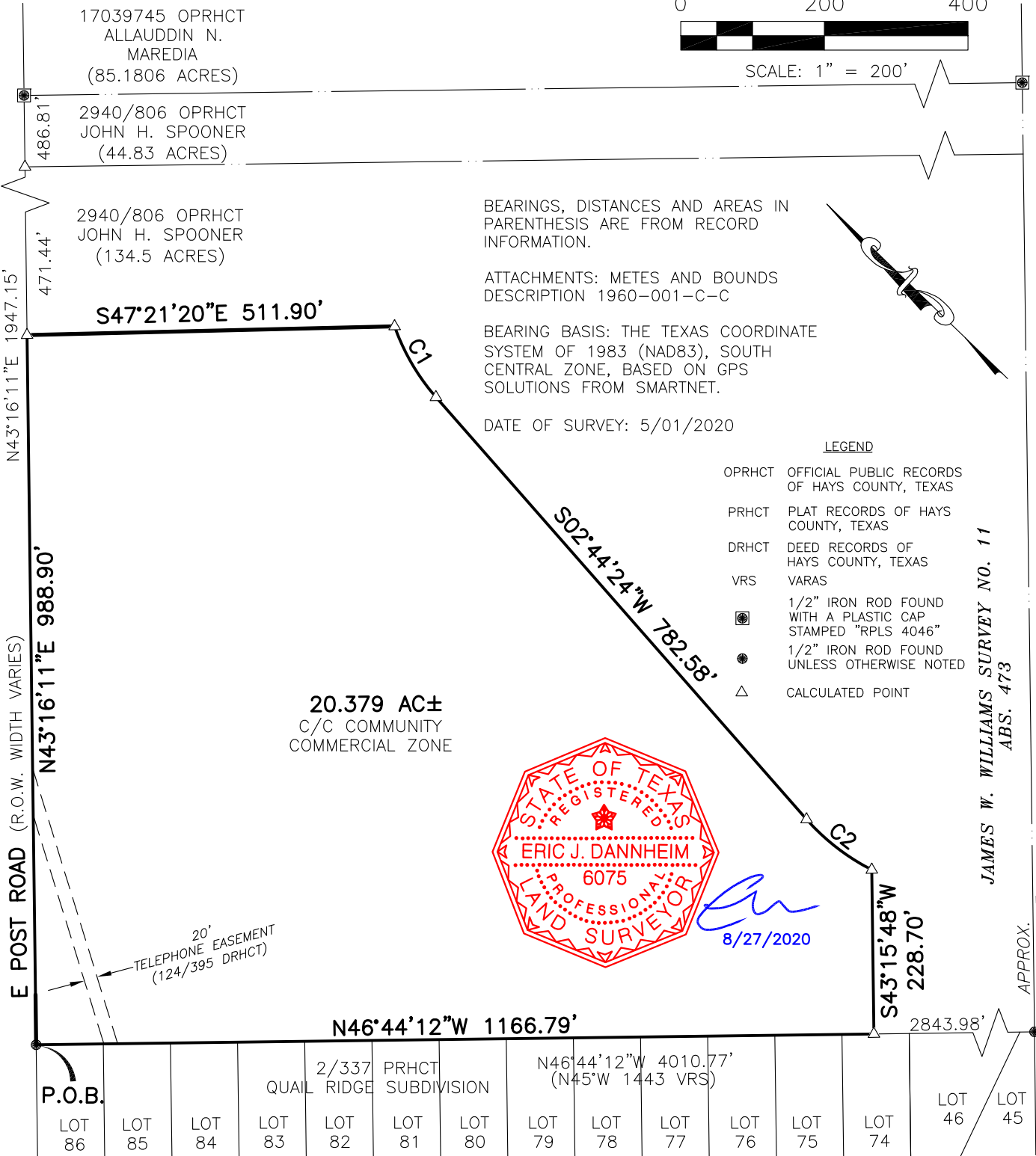
LEGEND

- OPRHCT OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PRHCT PLAT RECORDS OF HAYS COUNTY, TEXAS
- DRHCT DEED RECORDS OF HAYS COUNTY, TEXAS
- VRS VARAS
- 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "RPLS 4046"
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- △ CALCULATED POINT

1800777 OPRHCT
TACK DEVELOPMENT, LTD.
(236.1 ACRES)

JAMES W. WILLIAMS SURVEY NO. 11
ABS. 473

WILLIAM HEMPHILL SURVEY NO. 4
ABS. 221



P.O.B.

LOT 86

LOT 85

LOT 84

LOT 83

2/337 PRHCT
RIDGE SUBDIVISION

LOT 82

LOT 81

LOT 80

N46°44'12"W 4010.77'
(N45°W 1443 VRS)

LOT 79

LOT 78

LOT 77

LOT 76

LOT 75

LOT 74

LOT 46

LOT 45

ADDRESS:
6605 E. POST
ROAD KYLE, TX 78640

DWG NO.: 1960-001-C-C

CLIENT: SANDERA LAND CO.

DATE: 8/27/2020

FIELD CREW: DV/BJ

OFFICE: RM/ED

FB/PG: 9/16

SKETCH TO ACCOMPANY A DESCRIPTION OF 20.379 ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 134.5 ACRE TRACT OF LAND CONVEYED TO JOHN H. SPOONER IN VOLUME 2490, PAGE 806 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
Firm No. 10194453 (979) 567-4500

Item # 22

A DESCRIPTION OF 128.625 ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 134.5 ACRE TRACT OF LAND AND A PORTION OF A CALLED 44.83 ACRE TRACT OF LAND, BOTH CONVEYED TO JOHN H. SPOONER IN VOLUME 2490, PAGE 806 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT); SAID 128.625 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found at the south corner of said 134.5 acre tract, same being the east corner of Lot 45, Quail Ridge Subdivision, recorded in Volume 2, Page 337 of the Plat Records of Hays County, Texas (PRHCT), also being in the northwest line of a called 236.1 acre tract of land conveyed to Tack Development, Ltd. in Document No. 18007777 (OPRHCT);

THENCE, with the southwest line of said 134.5 acre tract, same being the northeast line of Quail Ridge Subdivision, **N46°44'12"W**, a distance of **1271.49** feet to a calculated point in the southwest line of said 134.5 acre tract and the northeast line of Lot 57, Quail Ridge Subdivision, from which a 1/2-inch iron rod found in the southeast right-of-way-line of E Post Road (right-of-way width varies) at the west corner of said 134.5 acre tract, same being the north corner of Lot 86, Quail Ridge Subdivision, bears **N46°44'12"W**, a distance of 2739.28 feet;

THENCE, crossing said 134.5 tract and said 44.83 acre tract, the following ten (10) courses and distances:

- 1) **N07°22'21"W**, a distance of **307.49** feet to a calculated point;
- 2) **N46°44'12"W**, a distance of **716.26** feet to a calculated point;
- 3) **N42°08'33"E**, a distance of **786.47** feet to a calculated point;
- 4) With a curve to the left, having a radius of **1000.78** feet, a delta angle of **38°38'31"**, an arc length of **674.95** feet, and a chord which bears **N67°15'12"W**, a distance of **662.24** feet to a calculated point;
- 5) **N86°34'23"W**, a distance of **347.23** feet to a calculated point;
- 6) **N02°44'24"E**, a distance of **484.34** feet to a calculated point;
- 7) With a curve to the right, having a radius of **300.04** feet, a delta angle of **40°31'47"**, an arc length of 212.24 feet, and a chord which bears **N23°00'18"E**, a distance of **207.84** feet to a calculated point;
- 8) **N43°16'11"E**, a distance of **702.17** feet to a calculated point;
- 9) **S46°44'17"E**, a distance of **283.36** feet to a calculated point;
- 10) **N42°38'40"E**, a distance of **155.03** feet to a calculated point in the northeast line of said 44.83 acre tract, same being the southwest line of a called 85.1806 acre tract of land conveyed to Allauddin N. Maredia in Document No. 17039745 (OPRHCT), from which a 1/2-inch iron rod with "RPLS 4046" cap found in the southeast right-of-way line of E Post Road, at the north corner of said 44.83 acre tract, same being the west corner of said 85.1806 acre tract, bears **N46°44'17"W**, a distance of 777.92 feet;

THENCE, with the northeast line of said 44.83 acre tract, same being the southwest line of said 85.1806 acre tract, **S46°44'17"E**, a distance of **3232.45** feet to a 1/2-inch iron rod with "RPLS 4046" cap found at the east corner of said 44.83 acre tract, same being the south corner of said 85.1806 acre tract, also being in the northwest line of said 236.1 acre tract;

THENCE, with the southeast line of said 44.83 acre tract, same being the northwest line of said 236.1 acre tract, **S43°15'29"W**, at a distance of 486.81 feet passing a calculated point for the south corner of said 44.83 acre tract, same being the east corner of said 134.5 acre tract, and continuing with the common line of said 134.5 acre tract and said 236.1 acre tract, for a total distance of **1947.24** feet to the **POINT OF BEGINNING** hereof, and containing 128.625 acres, more or less.

Surveyed on the ground May 1, 2020. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1960-001-R-1-3

8/27/20

Eric J. Dannheim, RPLS
State of Texas #6075



17039745 OPRHCT
ALLAUDDIN N. MAREIDIA
(85.1806 ACRES)

PAGE 4

2940/806 OPRHCT
JOHN H. SPOONER
(44.83 ACRES)

2940/806 OPRHCT
JOHN H. SPOONER
(134.5 ACRES)

PAGE 5

128.625 AC±

PAGE 2

PAGE 3

2/337 PRHCT
QUAIL RIDGE SUBDIVISION

P.O.B.

18007777 OPRHCT TACK DEVELOPMENT, LTD.
(236.1 ACRES)

Item # 22

E POST ROAD (R.O.W. WIDTH VARIES)

ADDRESS:

6605 E. POST
ROAD KYLE, TX 78640

DWG NO.: 1980-001-R-1-3

CLIENT: SANDERA LAND CO.

DATE: 8/27/2020

FIELD CREW: DV/BJ

OFFICE: RM/ED

FB/Pg: 9/16



[Signature]
8/27/2020

SKETCH TO ACCOMPANY A DESCRIPTION OF 128.625
ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11,
ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A
PORTION OF A CALLED 134.5 ACRE TRACT OF LAND
AND A PORTION OF A CALLED 44.83 ACRE TRACT
OF LAND, BOTH CONVEYED TO JOHN H. SPOONER,
IN VOLUME 2490, PAGE 806 OF THE OFFICIAL
PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



SCALE: 1" = 400'

PAGE 1 OF 5



302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
Firm No. 10194453 (979) 567-4500

128.625 AC±
 R-1-3
 (DETACHED)
 GARDEN HOME & ALLEY
 LOAD MIX

OPRCHT OFFICIAL PUBLIC RECORDS
 OF HAYS COUNTY, TEXAS
 PRHCT PLAT RECORDS OF HAYS
 COUNTY, TEXAS
 DRHCT DEED RECORDS OF
 HAYS COUNTY, TEXAS
 VRS VARAS
 1/2" IRON ROD FOUND
 WITH A PLASTIC CAP
 STAMPED "RPLS 4046"
 1/2" IRON ROD FOUND
 UNLESS OTHERWISE NOTED
 ●
 ▲ CALCULATED POINT

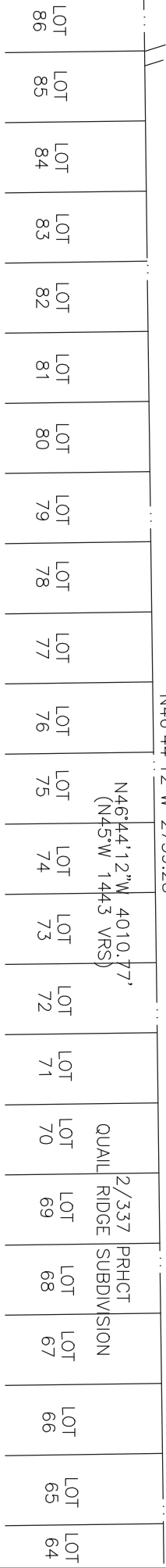
2940/806 OPRHCT
 JOHN H. SPOONER
 (134.5 ACRES)

BEARINGS, DISTANCES AND
 AREAS IN PARENTHESIS ARE
 FROM RECORD INFORMATION.
 ATTACHMENTS: METES AND
 BOUNDS DESCRIPTION
 1960-001-R-1-T_1
 BEARING BASIS: THE TEXAS
 COORDINATE SYSTEM OF 1983
 (NAD83), SOUTH CENTRAL
 ZONE, BASED ON GPS
 SOLUTIONS FROM SMARTNET.
 DATE OF SURVEY: 5/01/2020

CURVE	DELTA	RADIUS	ARC	BEARING	CHORD
C1	38°38'31"	1000.78'	674.95'	N67°15'12"W	662.24'
C2	40°31'47"	300.04'	212.24'	N23°00'18"E	207.84'

E POST ROAD (R.O.W. WIDTH VARIES)

20' EASEMENT
 (124/395 DRHCT)



ADDRESS:
 6605 E. POST
 ROAD KYLE, TX 78640
 DWG NO.: 1980-001-R-1-3
 CLIENT: SANDERA LAND CO.
 DATE: 8/27/2020
 FIELD CREW: DV/BJ
 OFFICE: RM/ED
 FB/Pg: 9/16



Eric J. Dannheim
 8/27/2020



SCALE: 1" = 200'
 PAGE 2 OF 5

PAYNE
 INDUSTRIES
 302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
 Firm No. 10194453 (979) 567-4500

JAMES W. WILLIAMS
 SURVEY NO. 11
 ABS. 473

Item # 22

100' L.C.R.A. TRANSMISSION
LINE EASEMENT
(150/120 DRHCT)

30' WATER PIPELINE EASEMENT
(2671/737 OPRHCT)
(2940/806 OPRHCT)

128.625 ACRE
R-1-3
(DETACHED)
GARDEN HOME & ALLEY
LOAD MIX

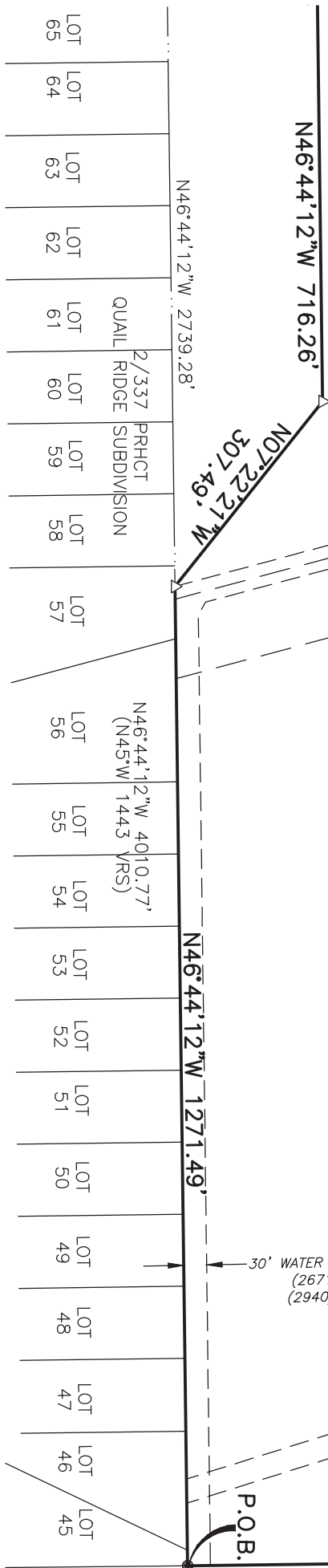
2940/806 OPRHCT
JOHN H. SPOONER
(134.5 ACRES)

30' LO-YACA
GATHERING COMPANY
EASEMENT
(231/490 DRHCT)

JAMES W. WILLIAMS
SURVEY NO. 11
ABS. 473

S43°15'29"W 1460.43'

WILLIAM HEMPHILL
SURVEY NO. 24
ABS. 221



LOT 65	LOT 64	LOT 63	LOT 62	LOT 61	LOT 60	LOT 59	LOT 58	LOT 57	LOT 56	LOT 55	LOT 54	LOT 53	LOT 52	LOT 51	LOT 50	LOT 49	LOT 48	LOT 47	LOT 46	LOT 45
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2/337
QUAIL RIDGE
PRHCT
SUBDIVISION

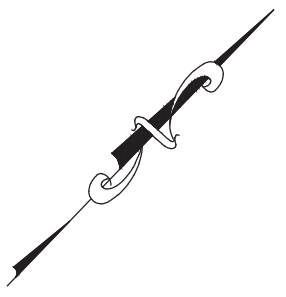
N46°44'12"W 4010.77'
(N45°W 1443 YRS)

ADDRESS:
6605 E. POST
ROAD KYLE, TX 78640

DWG NO.: 1980-001-R-1-3
CLIENT: SANDERA LAND CO.
DATE: 8/27/2020
FIELD CREW: DV/BJ
OFFICE: RM/ED
FB/Pg: 9/16



8/27/2020



SCALE: 1" = 200'
PAGE 3 OF 5

PAYNE
INDUSTRIES

302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
Firm No. 10194453 (979) 567-4500

LINE	BEARING	DISTANCE
L1	N42°38'40"E	155.03'

17039745 OPRHCT
 ALLAUDDIN, N.
 MAREDA
 (85.1806 ACRES)

(S45°E 1443 VRS)
 S46°44'17"E 4010.37'

Item # 22

777.92'

S46°44'17"E 3232.45'

N43°16'11"E 486.81'
 (N45°E 175-1/4 VRS)

E POST ROAD (R.O.W. WIDTH VARIES)

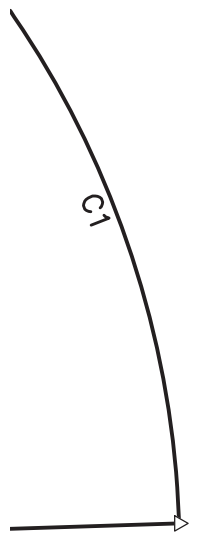
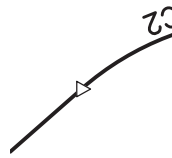
S46°44'17"E
 283.36'

N43°16'11"E 702.17'

2940/806 OPRHCT
 JOHN H. SPOONER
 (44.83 ACRES)

2940/806 OPRHCT
 JOHN H. SPOONER
 (134.5 ACRES)

128.625 AC±
 R-1-3
 (DETACHED)
 GARDEN HOME & ALLEY
 LOAD MIX



JAMES W. WILLIAMS
 SURVEY NO. 11
 ABS. 473

ADDRESS:
 6605 E. POST
 ROAD KYLE, TX 78640

DWG NO.: 1960-001-R-1-3
 CLIENT: SANDERA LAND CO.
 DATE: 8/27/2020
 FIELD CREW: DV/BJ
 OFFICE: RM/ED
 FB/Pg: 9/16



[Signature]
 8/27/2020



SCALE: 1" = 200'

PAGE 4 OF 5

PAYNE
 INDUSTRIES

302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
 Firm No. 10194453 (979) 567-4500

(S45°E 144.3 VRS)
S46°44'17"E 4010.37'

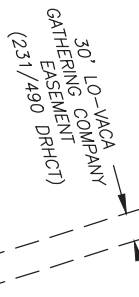
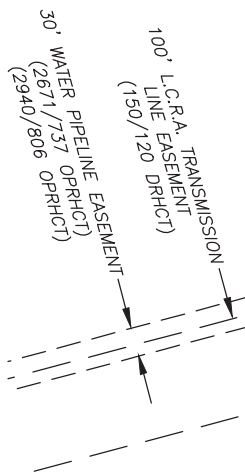
17039745 OPRHCT
ALLAUDDIN, N.
MAREDA
(85.1806 ACRES)

S46°44'17"E 3232.45'

2940/806 OPRHCT
JOHN H. SPOONER
(44.83 ACRES)

2940/806 OPRHCT
JOHN H. SPOONER
(134.5 ACRES)

128.625 ACRES
R-1-3
(DETACHED)
GARDEN HOME & ALLEY
LOAD MIX



(S45°W 175-1/4 VRS)
S43°15'29"W 486.81'

18007777 OPRHCT
TACK DEVELOPMENT, LTD.
(236.1 ACRES)

Item # 22

S43°15'29"W 1947.24'

S43°15'29"W 1460.43'

WILLIAM HEMPHILL
SURVEY NO. 4
ABS. 221

JAMES W. WILLIAMS
SURVEY NO. 11
ABS. 473



SCALE: 1" = 200'

PAGE 5 OF 5

ADDRESS:
6605 E. POST
ROAD KYLE, TX 78640
DWG NO.: 1960-001-R-1-3
CLIENT: SANDERA LAND CO.
DATE: 8/27/2020
FIELD CREW: DV/BJ
OFFICE: RM/ED
FB/Pg: 9/16



Eric J. Dannheim
8/27/2020



302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
Firm No. 10194453
(979) 567-4500

A DESCRIPTION OF 11.903 IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 134.5 ACRE TRACT OF LAND AND A PORTION OF A CALLED 44.83 ACRE TRACT OF LAND, BOTH CONVEYED TO JOHN H. SPOONER, IN VOLUME 2490, PAGE 806 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT); SAID 11.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with "RPLS 4046" cap found in the southeast right-of-way line of E Post road (right-of-way width varies) at the north corner of said 44.83 acre tract, same being the west corner of a called 85.1806 acre tract of land conveyed to Allauddin N. Maredia in Document No. 17039745 (OPRHCT);

THENCE, with the northeast line of said 44.83 acre tract, same being the southwest line of said 85.1806 acre tract, **S46°44'17"E**, a distance of **777.92** feet to a calculated point, from which a 1/2-inch iron rod with "RPLS 4046" cap found at the east corner of said 44.83 acre tract, same being the south corner of said 85.1806 acre tract, bears **S46°44'17"E**, a distance of 3232.45 feet;

THENCE, crossing said 134.5 tract, and said 44.83 acre tract, the following five (5) courses and distances:

- 1) **S42°38'40"W**, a distance of **155.03** feet to a calculated point;
- 2) **N46°44'17"W**, a distance of **283.36** feet to a calculated point;
- 3) **S43°16'11"W**, a distance of **702.17** feet to a calculated point;
- 4) With a curve to the left, having a radius of **300.04** feet, a delta angle of **18°34'07"**, an arc length of **97.24** feet, and a chord which bears **S33°59'08"W**, a distance of **96.81** feet to a calculated point;
- 5) **N47°21'20"W**, a distance of **511.90** feet to a calculated point in the southeast right-of-way-line of E Post Road, same being the northwest line of said 134.5 acre tract, from which a 1/2-inch iron rod found at the west corner of said 134.5 acre tract, same being the north corner of Lot 86, Quail Ridge Subdivision, recorded in Volume 2, Page 337 of the Plat Records of Hays County, Texas (PRHCT), bears **S43°16'11"W**, a distance of 988.90 feet;

THENCE, with the northwest line of said 134.5 acre tract, same being the southeast right-of-way line of E Post Road, **N43°16'11"E**, at a distance of 471.44 feet passing a calculated point for the north corner of said 134.5 acre tract, same being the west corner of said 44.83 acre tract, and continuing with the common line of E Post Road and said 44.83 acre tract, for a total distance of **958.25** feet **POINT OF BEGINNING** hereof, and containing 11.903 acres, more or less.

Surveyed on the ground May 1, 2020. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1960-001-R-1-T_1



8/27/20

Eric J. Dannheim, RPLS
State of Texas #6075



17039745 OPRHCT
 ALLAUDDIN N.
 MAREDA
 (85.1806 ACRES)

(S45°E 1443 VRS)
 S46°44'17"E 4010.37'

P.O.B.

S46°44'17"E 777.92'

3232.45'

486.81'
 (175-1/4 VRS)

11.903 AC±
 R-1-T
 TOWNHOMES

N46°44'17"W
 283.36'

2940/806 OPRHCT
 JOHN H. SPOONER
 (44.83 ACRES)

2940/806 OPRHCT
 JOHN H. SPOONER
 (134.5 ACRES)

18007777 OPRHCT
 TACK
 DEVELOPMENT, LTD.
 (236.1 ACRES)

E POST ROAD
 (R.O.W. WIDTH VARIES)

N43°16'11"E 958.25'

471.44'

S43°16'11"W 702.17'

N47°21'20"W 511.90'

LINE	BEARING	DISTANCE
L1	S42°38'40"W	155.03'

LEGEND

OPRHCT OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

PRHCT PLAT RECORDS OF HAYS COUNTY, TEXAS

VRS VARAS

1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "RPLS 4046"

1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED

△ CALCULATED POINT

BEARINGS, DISTANCES AND AREAS IN PARENTHESIS ARE FROM RECORD INFORMATION.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1960-001-R-1-T_1

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM SMARTNET.

DATE OF SURVEY: 5/01/2020



LOT 86	LOT 85	LOT 84	LOT 83	LOT 82	LOT 81	LOT 80	LOT 79	LOT 78	LOT 77
					2/337 PRHCT QUAIL RIDGE SUBDIVISION				

CURVE	DELTA	RADIUS	ARC	BEARING	CHORD
C1	18°34'07"	300.04'	97.24'	S33°59'08"W	96.81'



Eric J. Dannheim 8/27/2020

SKETCH TO ACCOMPANY A DESCRIPTION OF 11.903 ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 134.5 ACRE TRACT OF LAND AND A PORTION OF A CALLED 44.83 ACRE TRACT OF LAND, BOTH CONVEYED TO JOHN H. SPOONER, IN VOLUME 2490, PAGE 806 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

ADDRESS:
 6605 E. POST ROAD KYLE, TX 78640

DWG NO.: 1960-001-R-1-T_1

CLIENT: SANDERA LAND CO.

DATE: 8/27/2020

FIELD CREW: DV/BJ

OFFICE: RM/ED

FB/PG: 9/16

PAYNE INDUSTRIES
 Item # 22

302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
 Firm No. 10194533 (979) 567-4500

A DESCRIPTION OF 18.372 ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 134.5 ACRE TRACT OF LAND CONVEYED TO JOHN H. SPOONER IN VOLUME 2490, PAGE 806 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT); SAID 18.372 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on the southwest line of said 134.5 acre tract, same being the northeast line of Lot 74, Quail Ridge Subdivision, recorded in Volume 2, Page 337 of the Plat Records of Hays County, Texas (PRHCT), from which a 1/2-inch iron rod found in the southeast right-of-way line of E Post Road (right-of-way width varies) at the west corner of said 134.5 acre tract, same being the north corner of Lot 86, Quail Ridge Subdivision bears N46°44'12"W, a distance of 1166.79 feet;

THENCE, crossing said 134.5 tract, the following eight (8) courses and distances:

- 1) N43°15'48"E, a distance of 228.70 feet to a calculated point;
- 2) With a curve to the right, having a radius of 300.04 feet, a delta angle of 22°04'08", an arc length of 115.57 feet, and a chord which bears N08°17'40"W, a distance of 114.85 feet to a calculated point;
- 3) N02°44'24"E, a distance of 298.24 feet to a calculated point;
- 4) S86°34'23"E, a distance of 347.23 feet to a calculated point;
- 5) With a curve to the right, having a radius of 1000.78 feet, a delta angle of 38°38'31", an arc length of 674.95 feet, and a chord which bears S67°15'12"E, a distance of 662.24 feet to a calculated point;
- 6) S42°08'33"W, a distance of 786.47 feet to a calculated point;
- 7) S46°44'12"E, a distance of 716.26 feet to a calculated point;
- 8) S07°22'21"E, a distance of 307.49 feet to a calculated point in the southwest line of said 134.5 acre tract, same being the northeast line of Lot 57, Quail Ridge Subdivision, from which a 1/2-inch iron rod found at the south corner of said 134.5 acre tract, same being the east corner of Lot 45, Quail Ridge Subdivision, also being in the northwest line of a called 236.1 acre tract of land conveyed to Tack Development, Ltd. in Document No. 18007777 (OPRHCT), bears S46°44'12"E, a distance of 1271.49 feet;

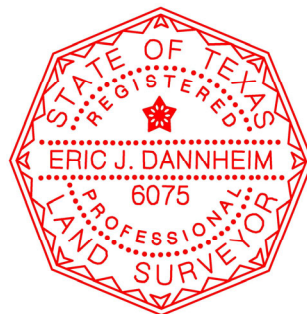
THENCE, with the southwest line of said 134.5 acre tract, same being the northeast line of Quail Ridge Subdivision, N46°44'12"W, a distance of 1572.49 feet to the **POINT OF BEGINNING** hereof, and containing 18.372 acres, more or less.

Surveyed on the ground May 1, 2020. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1960-001-R-1-T_2



8/27/20

Eric J. Dannheim, RPLS
State of Texas #6075



CURVE	DELTA	RADIUS	ARC	BEARING	CHORD
C1	22°04'08"	300.04'	115.57'	N08°17'40"W	114.85'
C2	38°38'31"	1000.78'	674.95'	S67°15'12"E	662.24'

2940/806 OPRHCT
 JOHN H. SPOONER
 (134.5 ACRES)

LEGEND

- OPRHCCT OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PRHCT PLAT RECORDS OF HAYS COUNTY, TEXAS
- DRHCT DEED RECORDS OF HAYS COUNTY, TEXAS
- VRS VARAS
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- △ CALCULATED POINT

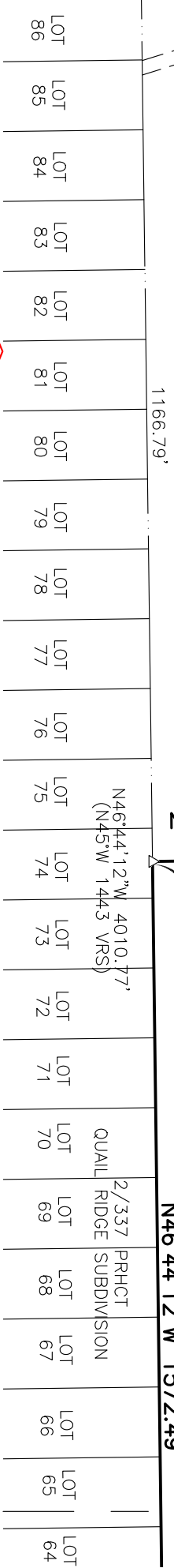
BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
 ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1960-001-R-1-T_2

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM SMARTNET.

DATE OF SURVEY: 5/01/2020

E POST ROAD (R.O.W. WIDTH VARIES)

20' EASEMENT
 TELEPHONE (124/395 DRHCT)



1166.79'

N43°15'48"E
 228.70'

P.O.B.

N46°44'12"W 4010.77'
 (N45°W 1443 VRS)

N46°44'12"W 1572.49'

S86°34'23"E
 347.23'
 N02°44'24"E
 298.24'

18.372 AC±
 R-1-T
 TOWNHOMES

S42°08'33"W 786.47'
 S46°44'12"E
 716.26'

MATCHLINE PAGE 1
 MATCHLINE PAGE 2

Item # 22

ADDRESS:
 6605 E. POST ROAD
 KYLE, TX 78640

DWG NO.: 1960-001-R-1-T_2

CLIENT: SANDERA LAND CO.

DATE: 8/27/2020

FIELD CREW: DV/BJ

OFFICE: RM/ED

FB/Pg: 9/16



8/27/2020

SKETCH TO ACCOMPANY A DESCRIPTION OF 18.372 ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 134.5 ACRE TRACT OF LAND CONVEYED TO JOHN H. SPOONER IN VOLUME 2490, PAGE 806 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SCALE: 1" = 200'

PAGE 1 OF 2

302 W. Hopkins, Ste. 1A, San Marcos, TX 78666
 Firm No. 101944453 (979) 567-4500

MATCHLINE PAGE 1
 MATCHLINE PAGE 2

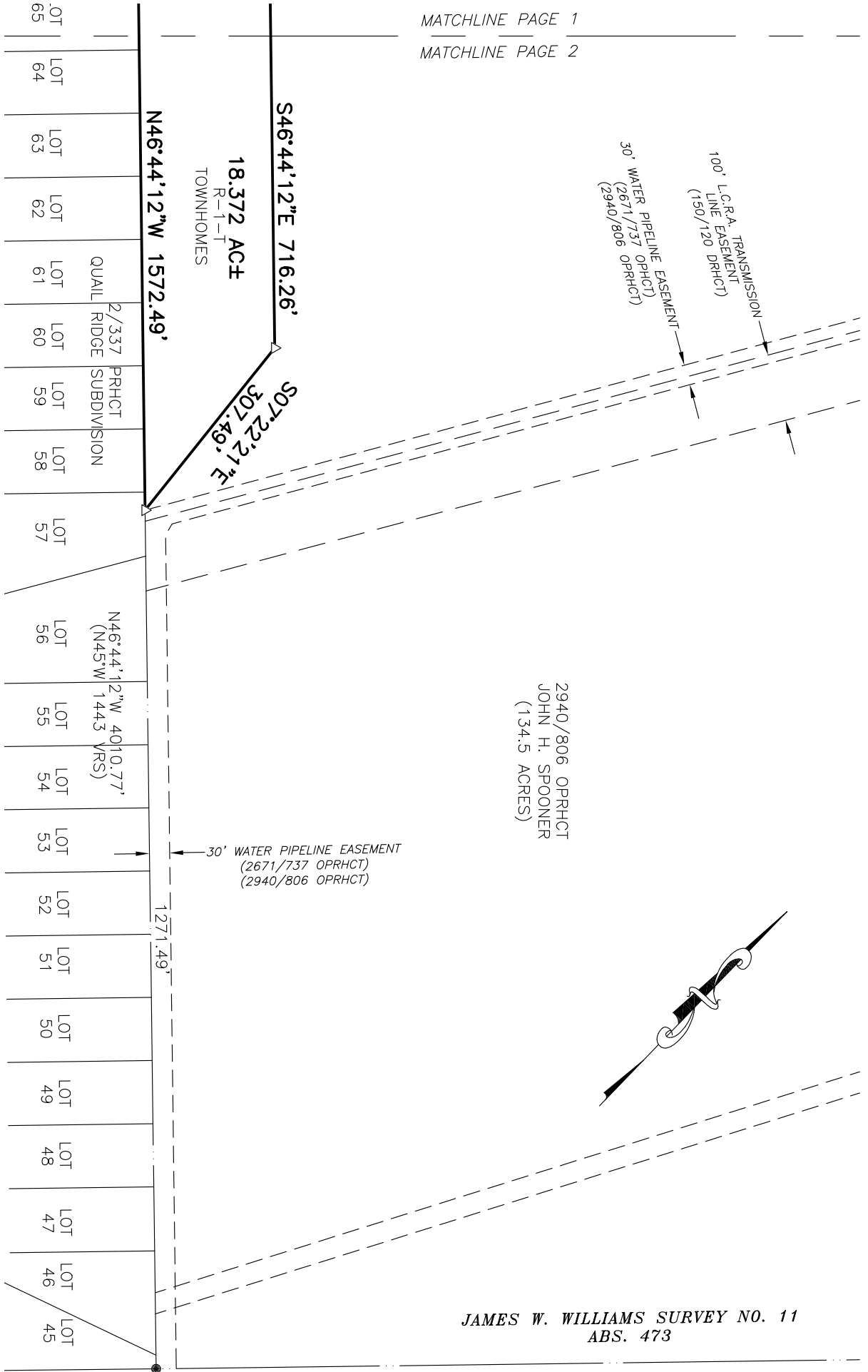
100' L.C.R.A. TRANSMISSION
 LINE EASEMENT
 (150/120 DRHCT)

30' WATER PIPELINE EASEMENT
 (2671/737 OPRHCT)
 (2940/806 OPRHCT)

2940/806 OPRHCT
 JOHN H. SPOONER
 (134.5 ACRES)

JAMES W. WILLIAMS SURVEY NO. 11
 ABS. 473

WILLIAM HEMPHILL SURVEY NO. 4
 ABS. 221 **Item # 22**



18007777 OPRHCT TACK DEVELOPMENT, LTD.
 (236.1 ACRES)

ADDRESS:
 6605 E. POST
 ROAD KYLE, TX 78640

DWG NO.: 1960-001-R-1-T-2

CLIENT: SANDERA LAND CO.

DATE: 8/27/2020

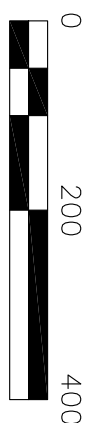
FIELD CREW: DV/BJ

OFFICE: RM/ED

FB/PG: 9/16



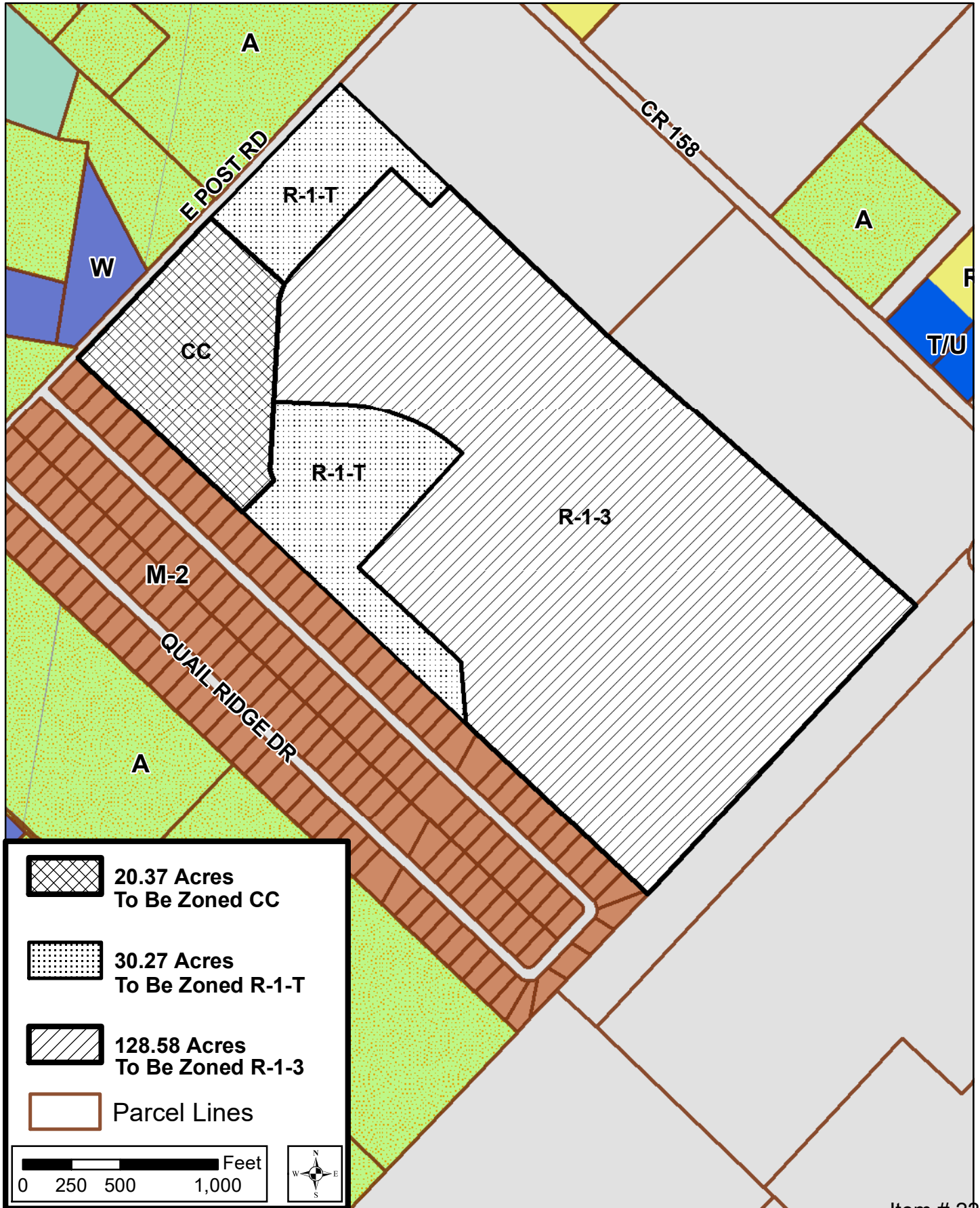
[Signature]
 8/27/2020



SCALE: 1" = 200'

Exhibit B

Z-20-0061 E Post Rd 179.22 Acres



APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: John Hoopner Revocable Trust August 07, 2020
(Name of Owner) (Submittal Date)

INSTRUCTIONS:

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

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

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

- ✓ 1. Completed application form with owner's original signature.
 - ✓ 2. Letter explaining the reason for the request.
 - ✓ 3. Application Fee: \$428.06, plus \$3.62 per acre or portion thereof. **PAID**
Newspaper Publication Fee: \$190.21 Sign Notice Fee: \$127.00 **PAID**
- Total Fee: 190.21
- ✓ 4. A map or plat showing the area being proposed for rezoning.
 - ✓ 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
 - ✓ 6. Certified Tax certificates: County ✓ School ✓ City ✓ N/A
 - ✓ 7. Copy of Deed showing current ownership.

*** A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.

1. Zoning Request:

Current Zoning Classification: Unzoned / Temp. Ag
Proposed Zoning Classification: R-1-3 (128.62[±] Acres) ; R-1-T (30.28[±] Acres) ; &
Proposed Use of the Property: Community Commercial & Residential CC (20.37 Acres)
Acreage/Sq. Ft. of Zoning Change: 179.32[±] Acres

2. **Address and Legal Description:**

Provide certified field notes describing the property being proposed for rezoning.
Provide complete information on the location of the property being proposed for rezoning.

Street Address: Old Post Rd (east side of I.35)

Subdivision Name/Lot & Block Nos.: _____

Property Recording Information: Hays County
Volume/Cabinet No. 2940

Page/Slide No. 806

3. **Ownership Information:**

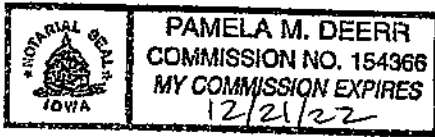
Name of Property Owner(s): John H. Spooner Revocable Trust

Certified Public Notary:

This document was acknowledged before me on the 6th day of August, 2020, by
James Spooner (Owner(s)).

Notary Public State of ~~Texas~~ Iowa

(Seal)



Pamela M. Deerr

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: 324 4th St
Des Moines, IA 50312

Phone Number: _____

Fax Number: _____

Email Number: _____

I hereby request that my property, as described above, be considered for rezoning:

Signed: John H. Spooner Managing Trust by [Signature]

Date: 6 Aug 20

4. Agent Information:

If an agent is representing the owner of the property, please complete the following information:

Agent's Name: _____

Agent's Address: _____

Agent's Phone Number: _____

Agent's Fax Number: _____

Agent's Mobile Number: _____

Agent's Email Number: _____

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature: _____

Date: _____

August 7, 2020

Mr. Howard J. Koontz, AICP
Director, Planning & Community Development
City of Kyle
100 Center Street
Kyle, Texas 78640

Re: Letter of Request for Zoning Change

Dear Mr. Koontz:

Please find the attached application for Zoning Change of the approximate 179.33 acres of land, more or less, in two parcels out of the James W. Williams 1/3 League Survey Abstract No. 473, identified as Hays Central Appraisal District R18884 and R18885; referenced on Item 4 and attached herein (referred to as the "Property"). The Property is within the incorporated limits of the City of Kyle, following the recent annexation under City Ordinance No. 1065 and recorded as document number 20002402 on 01/21/20 (attached).

The purpose for this request is to convert the Temporary Agricultural District A identified in Section 7 of the above referenced annexation Ordinance into **Permanent Zoning of R-1-3, R-1-T, and Community Commercial (CC)** as depicted in the accompanying zoning exhibit. The property is generally divided into 13 acres under the Regional Node district and the remainder, 166 acres in the New Settlement district following the City's Comprehensive Plan.

Regional Node (13 acres): Proposed Zoning of CC is a Recommended Use
New Settlement (166 acres): R-1-3, R-1-T, and CC are Conditional Uses

Based on review of the adjacent residential developments, both existing and proposed, as well as market evaluation of increased demand for diverse residential products that fit within the City's planning for the area, we request your consideration in the attached zoning application.

For additional information, you may reach me at Steve@stephenmjenkinsinc.com.

Sincerely,

Sandera Land Company



Stephen M. Jenkins

You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640
(attention: Zoning File # Z-20-0061).

live @ 296 Ferrule Dr. Kyle, TX

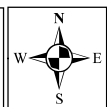
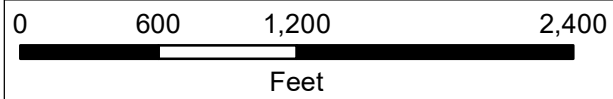
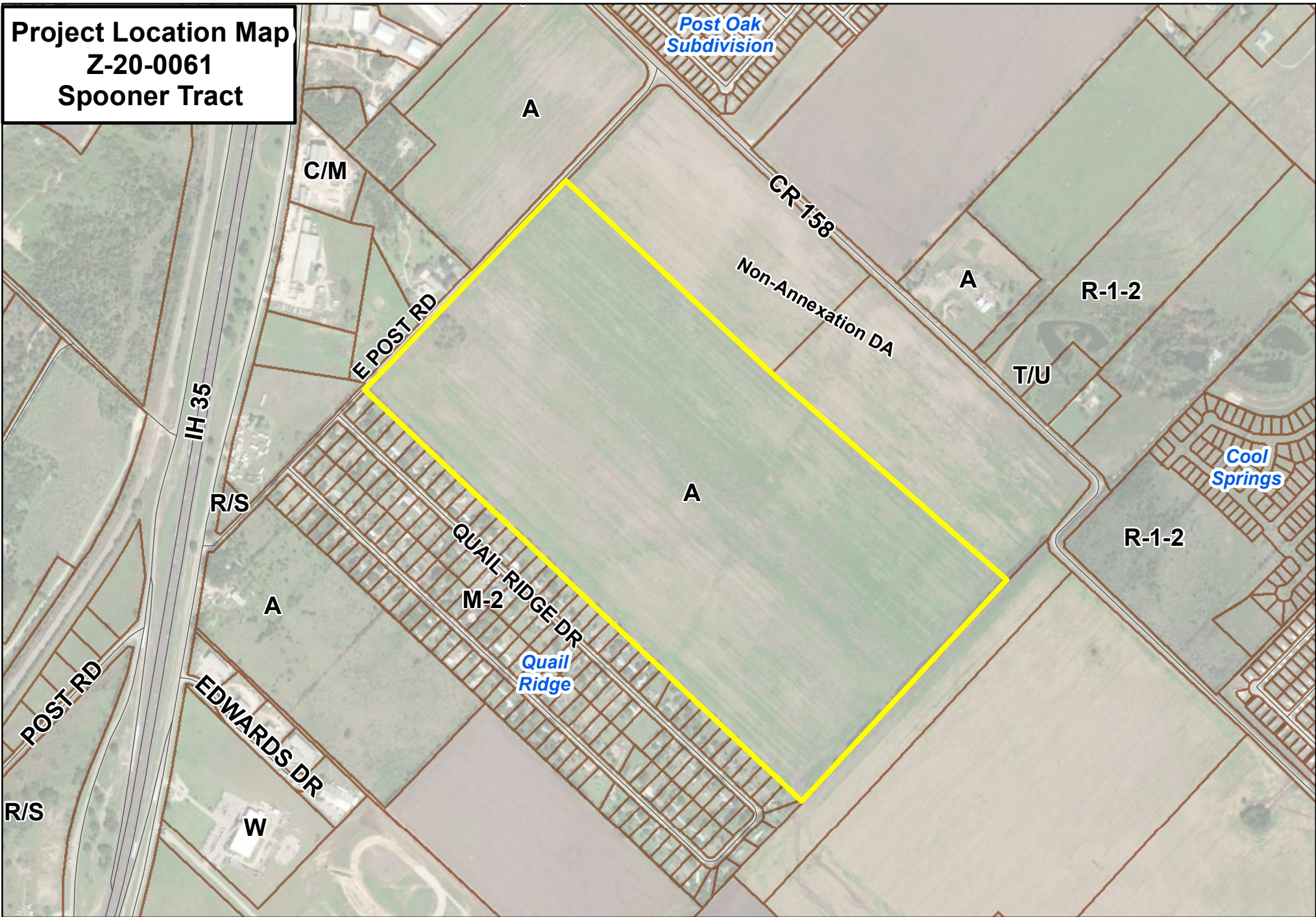
Name: MARIA EBERLE

Address: ^{own} ~~the~~ 201 Quail Ridge Dr. Kyle, TX


I am in favor, this is why _____

I am not in favor, and this is why: that field has a 100yr. flood plain running thru it to the back end of Q.R., thru 201 Q.R.. My property floods everytime it rains hard. Been lucky so far with water not reaching house. Have dug a hole in the back corner to help slow water down & help it go around & not through the middle of the property. Building in the field will ~~probably~~ probably make the flow of water worse for our property. I say please don't. I know it'll get worse for us. Thank-you.

Project Location Map
Z-20-0061
Spooner Tract



 Property Location
Item # 22

 Parcel Lines

Landuse Districts
Z-20-0061
Spooner Tract

Local
Node

Regional Node

New Settlement
Community

MUSGRAV

E RR-150

CR-158

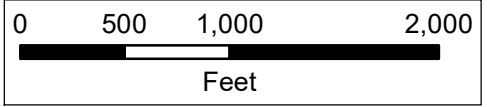
E POST RD

IH 35

QUAIL RIDGE DR

EVENING STAR

EDWARDS DR



Property Location
Item # 22

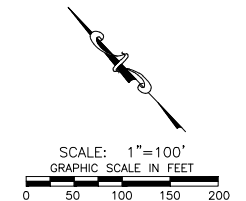
Parcel Lines

Exp: 25/01/2025 - 10:00:00 AM
 Exp: 25/01/2025 - 10:00:00 AM

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17039745 OPRHCT
 ALLAUDDIN N.
 MAREDDIA
 (85.1806 ACRES)

SUMMARY	
R-1-3	128.58
R-1-T	30.27
R/S	20.37
TOTAL ACRES:	179.22

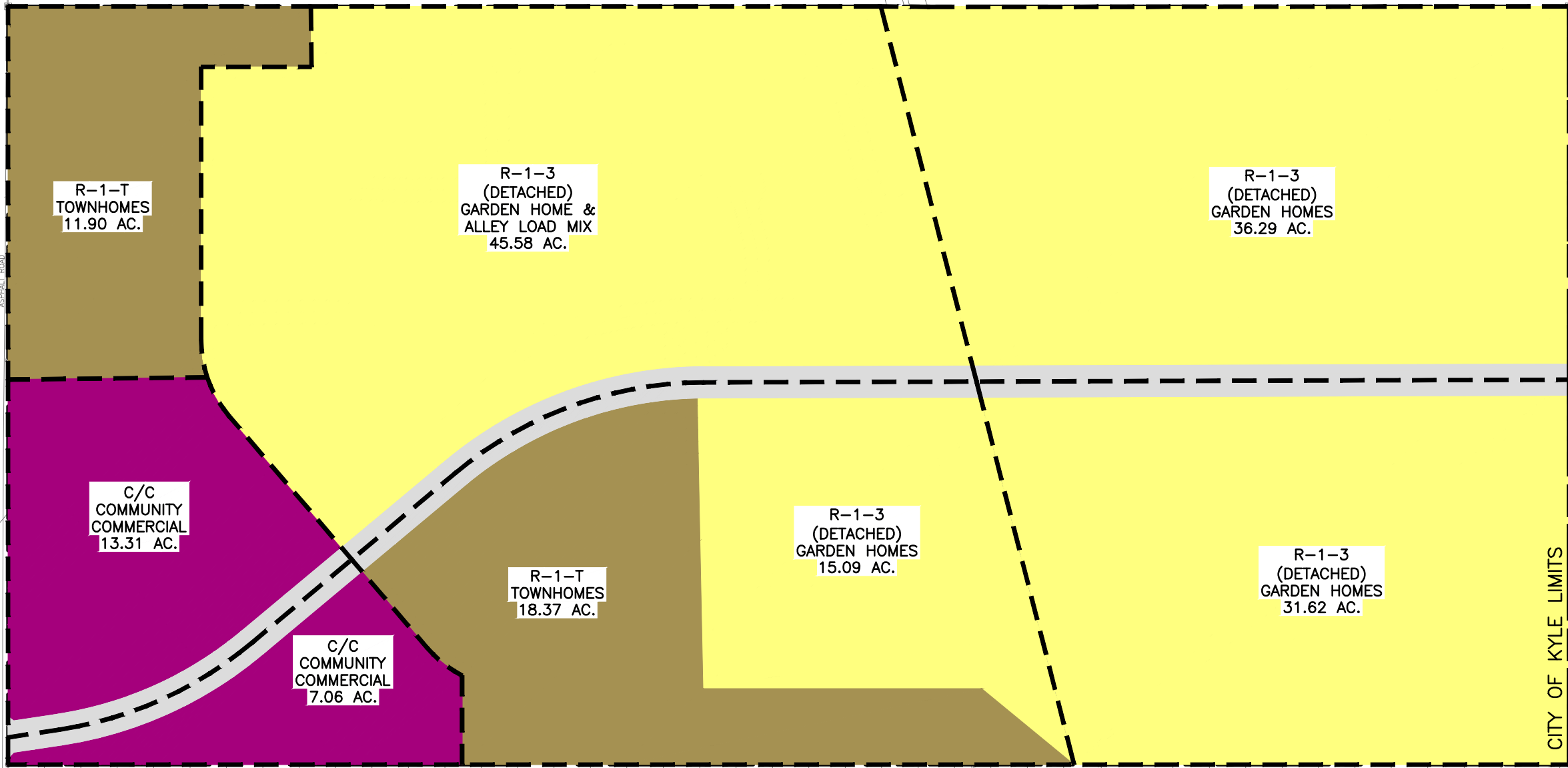


N43°55'04"E 948.89'
 (N43°12'49"E 946.89')

ILLEGIBLE
 N43°30'13"E 448.74'
 (N42°47'49"E 448.70')

20002755 OPRHCT
 KYLE 45
 PARTNERS, LLC
 (44.90 ACRES)

18007777 OPRHCT
 TACK
 DEVELOPMENT, LTD.
 (236.1 ACRES)



R-1-T
 TOWNHOMES
 11.90 AC.

R-1-3
 (DETACHED)
 GARDEN HOME &
 ALLEY LOAD MIX
 45.58 AC.

R-1-3
 (DETACHED)
 GARDEN HOMES
 36.29 AC.

C/C
 COMMUNITY
 COMMERCIAL
 13.31 AC.

R-1-3
 (DETACHED)
 GARDEN HOMES
 15.09 AC.

R-1-T
 TOWNHOMES
 18.37 AC.

R-1-3
 (DETACHED)
 GARDEN HOMES
 31.62 AC.

C/C
 COMMUNITY
 COMMERCIAL
 7.06 AC.

- LOT 86
- LOT 85
- LOT 84
- LOT 83
- LOT 82
- LOT 81
- LOT 80
- LOT 79
- LOT 78
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- LOT 46
- LOT 45

2/337 PRHCT
 QUAIL RIDGE SUBDIVISION

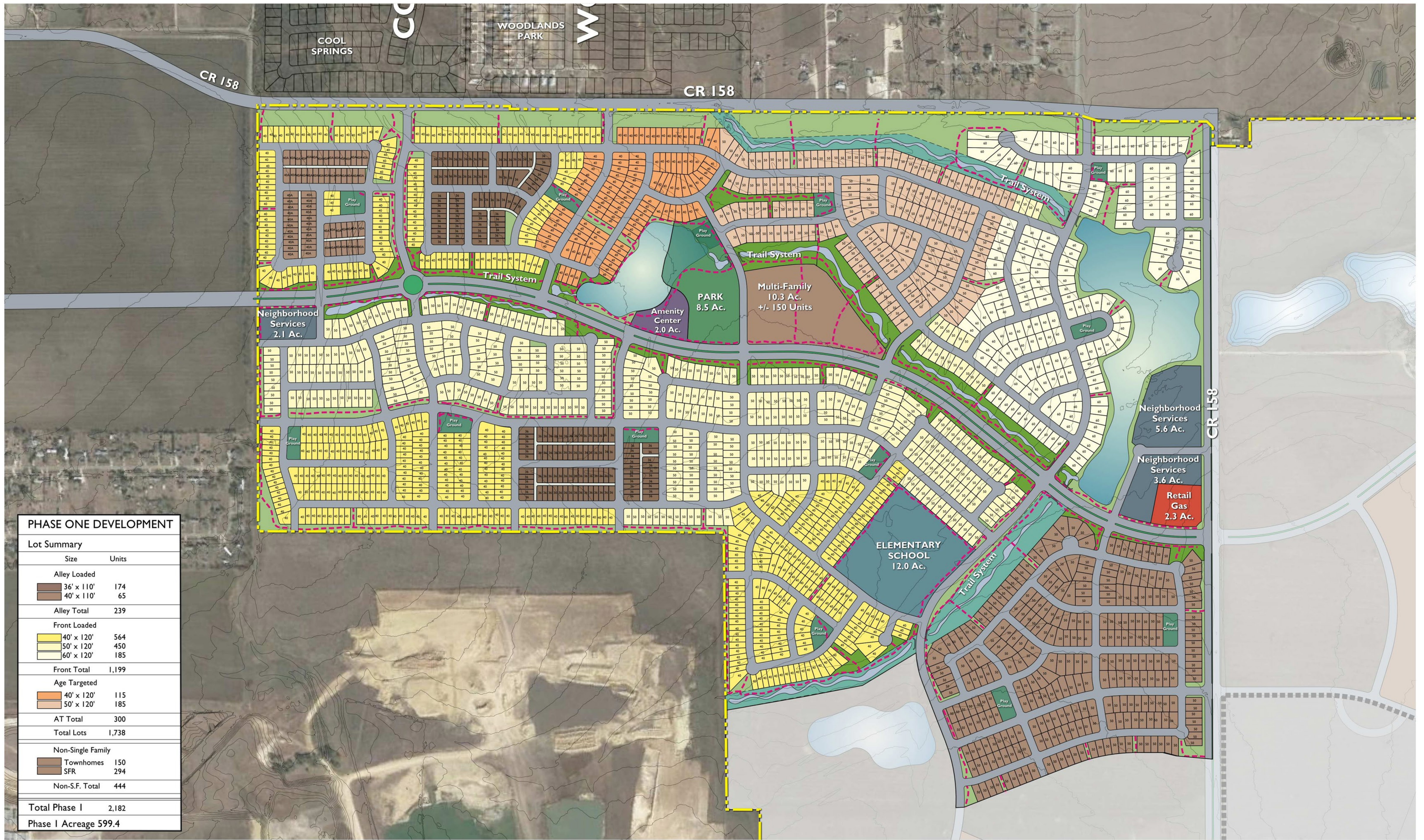
CITY OF KYLE LIMITS
 SAN MARCOS ETJ

DANNENBAUM
 ENGINEERING COMPANY - AUSTIN, LLC
 T.B.P.E. FIRM REGISTRATION # F-8995
 3409 DECOTIVE CENTER DR., STE 129 AUSTIN, TX 78751 (512) 346-8606

SPOONER TRACT
 ZONING EXHIBIT
 PROPOSED ZONING FOR
 SPOONER 179 ACRES EXHIBIT

This document is released for the purpose of interim review under the authority of JOHN D. HINES, P.E. 98691. It is NOT to be used for construction, bidding, or permit purposes. Date: June 2020

REVISIONS	
NO.	DATE



PHASE ONE DEVELOPMENT

Lot Summary

Size	Units
Alley Loaded	
36' x 110'	174
40' x 110'	65
Alley Total	239
Front Loaded	
40' x 120'	564
50' x 120'	450
60' x 120'	185
Front Total	1,199
Age Targeted	
40' x 120'	115
50' x 120'	185
AT Total	300
Total Lots	1,738
Non-Single Family	
Townhomes	150
SFR	294
Non-S.F. Total	444
Total Phase I	2,182
Phase I Acreage	599.4

Copyright RVI

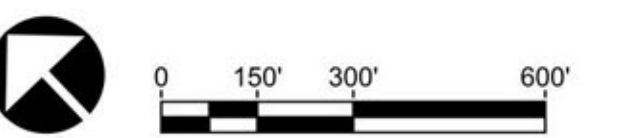
Aerial Photography: January 18, 2018



WATERSTONE • CONCEPTUAL LOTTING PLAN - Phase 1 Area

- 📍 Hays County, Texas
- 📅 April 20, 2020
- 🏠 # 17001932
- 👤 Tack Development

712 Congress Avenue
Suite 300
Austin, Texas 78701
Tel: 512.480.0032
www.rviplanning.com



Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.
L:\2017\17001932 Waterstone - Lotting Plans\2020-04 lotting update\Conceptual Plan - CR158 2020-04-20 update.dwg



CITY OF KYLE, TEXAS

Building Inspection Services

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: A Resolution Authorizing the City Manager to Enter into Agreements with Third-Party Building Inspectors and Plan Reviewers and Approving a Form of Contract. ~ *Howard J. Koontz, Director of Planning and Community Development*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution
- Inspection Prof'l Services

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THIRD PARTY BUILDING INSPECTORS AND PLAN REVIEWERS AND APPROVING A FORM OF CONTRACT; AND PROVIDING FOR RELATED MATTERS

Whereas, the City of Kyle, Texas, a home rule municipality, is one of the fastest growing cities in the States; and

Whereas, the City Council finds that it is reasonable and necessary to authorize the City Manager to contract with companies (“Contract Inspectors”) that provide inspection, plan review, and similar service to meet the demands of such rapid growth;

NOW, THEREFORE, BE IT RESOLVED 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. City Manager Authorization. The City Manager is authorized to enter into contracts with Contract Inspectors to conduct inspection and review services on behalf of the City using a form of agreement substantially similar to that attached to this Resolution.

Section 3. Effective Date. This Resolution shall be published in the official newspaper of the City, as required by law and shall become effective after publication as provided by law.

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

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this _____ day of _____, 2020.

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Vetrano, City Secretary

Travis Mitchell, Mayor

STATE OF TEXAS §
 §
COUNTY OF HAYS §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this day by and between the City of Kyle, a municipal corporation, in Hays County, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the CITY, and _____ acting by and through its duly authorized representative, hereinafter referred to as SERVICE PROVIDER.

WHEREAS, given its rapid pace of growth, the CITY has determined the need to undertake various projects that require plans review and/or field inspection services for residential, commercial, industrial, and institutional buildings or structures; and

WHEREAS, as a result of such apparent needs the CITY has or will develop Task Orders for specific Projects. Such Task Orders will hereinafter be referred to as the PROJECT, will be substantially in the form attached hereto as Attachment "A," and will be incorporated herein; and

WHEREAS, to address the PROJECT needs, the CITY requires the professional services described herein; and

WHEREAS, SERVICE PROVIDER possesses professional and technical employees versed in fields appropriate for the conduct of the PROJECT including employees duly licensed, registered, and trained to perform plans review and or field inspection services and employees or Subconsultants able to provide plans review and or field inspection services and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, SERVICE PROVIDER has agreed to provide professional services for the PROJECT as will be more fully set out in a Task Order authorized by this AGREEMENT;

NOW THEREFORE, the CITY and SERVICE PROVIDER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by SERVICE PROVIDER and to the payment for these services by the CITY, as set forth herein.

SECTION I. EMPLOYMENT OF SERVICE PROVIDER; PERFORMANCE OF SERVICES

A. GENERAL

The CITY agrees to employ SERVICE PROVIDER and SERVICE PROVIDER agrees to perform the professional services as stated in a Task Order substantially in the form provided in Attachment "A" and in the Sections to follow; and, in rendering such services, the CITY agrees to compensate SERVICE PROVIDER as stated herein.

Nothing in this AGREEMENT provides for an exclusive arrangement with SERVICE PROVIDER for all the services which may be needed by CITY, but rather an assignment of specific services pursuant to Task Orders which will be attached hereto and incorporated herein as Attachment "A" and hereinafter referred to as the PROJECT. SERVICE PROVIDER shall report to CITY'S designated representative for the PROJECT as provided herein. To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Attachment A, the terms of this AGREEMENT shall control.

SECTION II. BASIC PROJECT SERVICES OF THE SERVICE PROVIDER

- A. In accordance with the terms and subject to the conditions set forth herein, during the Term of the Agreement, SERVICE PROVIDER agrees: (a) to perform phased inspections for commercial, private and public, and residential construction projects within the legal boundaries and extra-terrestrial jurisdiction of City as assigned from time to time by Task Order; (b) to perform plan reviews ("Plan Reviews") for commercial, private and public, and residential construction projects within the legal boundaries and extra-terrestrial jurisdiction of the City, as assigned from time to time by Task Order; and (c) to perform such other related services as may be assigned from time to time by Task Order.
- B. The SERVICE PROVIDER shall, in the scope of its work, perform the services described in a Task Order. SERVICE PROVIDER shall only commence the work described in a Task Order as authorized by the CITY as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with the professional standards and skill ordinarily provided by competent professionals practicing under the same or similar circumstances.
- C. Once SERVICE PROVIDER is authorized to perform services, SERVICE PROVIDER shall commence the performance of the services within the timeframe set forth in the Task Order and shall diligently pursue the same to completion in a timely manner in accordance with any deadlines set forth in the Task Order. If a time period for performance of the services is not set out herein, CITY and SERVICE PROVIDER may hereafter agree upon the time period for the completion of services.
- D. SERVICE PROVIDER will perform the services hereunder in accordance with codes, amendments and ordinances adopted by the elected body of the CITY. The qualified professionals employed by SERVICE PROVIDER will maintain current certifications, certificates, licenses as required for the services that they provide to CITY, including but not limited to the following: certification by a model code organization with respect to enforcing the International Building, Mechanical and Plumbing Codes, the International One and Two Family Dwelling Code and the National Electrical Code editions adopted by the City of Kyle or the State of Texas, or a Licensed Professional Inspector, Licensed Real Estate Inspector or Apprentice Inspector certified by the Texas Real Estate Commission under sponsorship through SERVICE PROVIDER. Further, all plumbing

inspections shall be performed by a Licensed Plumbing Inspector, holding such a license issued by the Texas State Board of Plumbing Examiners. SERVICE PROVIDER is not obligated to perform services beyond what is contemplated by this Agreement.

- E. Unless otherwise agreed by CITY, SERVICE PROVIDER shall submit all final plan review and inspection comments in both hard copy and electronic format. All other documents shall be Microsoft Office and/or Adobe Acrobat compatible. The software version used shall be compatible to current CITY standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.
- F. SERVICE PROVIDER agrees and that all work product generated by the SERVICE PROVIDER under this Agreement is subject to the public information laws of the state.

SECTION III. THE CITY'S RESPONSIBILITIES

The CITY will:

- A. Provide full information as to its requirements for the PROJECT.
- B. Designate the CITY'S REPRESENTATIVE for this PROJECT. SERVICE PROVIDER understands and agrees that SERVICE PROVIDER shall obtain instruction and direction of the services to be performed hereunder only from CITY's designated REPRESENTATIVE or other representative designated by CITY in writing. SERVICE PROVIDER shall not perform services directed or requested by any other person, unless approved by CITY'S REPRESENTATIVE or other designated representative in writing. In the event SERVICE PROVIDER is uncertain whether or not it is authorized to perform services, SERVICE PROVIDER shall seek confirmation from CITY'S REPRESENTATIVE or other designated representative.
- C. Assist SERVICE PROVIDER in gaining entry to public and private property as may be required by SERVICE PROVIDER in the performance of their services under this AGREEMENT.

SECTION IV. PAYMENTS TO THE SERVICE PROVIDER

- A. In consideration of SERVICE PROVIDER providing services, CITY shall pay SERVICE PROVIDER for services performed in accordance with Attachment B – Fee Schedule for Services.
- B. The CITY's financial obligations under this AGREEMENT shall be paid from current funds.
- C. METHOD OF PAYMENT
 - 1. Payments on account of SERVICE PROVIDER's work on the PROJECT shall be made to SERVICE PROVIDER at the address set out below within 30 days after invoice is received and approved by CITY for payment, subject to the terms of this AGREEMENT.

2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of CITY. Invoices for payment of services shall not be submitted to CITY more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as CITY may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of SERVICE PROVIDER including improper, contested or inadequate billing procedures followed by SERVICE PROVIDER, or the exercise of any rights or remedies by CITY under the terms of this AGREEMENT.
3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to CITY'S written consent shall be at SERVICE PROVIDER'S risk and CITY is not obligated to pay such billings or expenses. SERVICE PROVIDER shall closely monitor the amount of their work and notify CITY within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the CITY to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.
4. For all services rendered, SERVICE PROVIDER'S payment to subconsultants is due within ten calendar days after receipt of payment from the CITY and, when appropriate, CITY may issue joint checks to SERVICE PROVIDER and subconsultants.

SECTION V. TERM; TERMINATION AND DEFAULT

- A. This AGREEMENT will continue in effect for one (1) year following the effective date and shall automatically be renewed for an additional one-year terms subject to early termination as provided in this Agreement.
- B. The CITY shall have the right to terminate this AGREEMENT at any time after thirty (30) days' notice to SERVICE PROVIDER. The CITY shall pay SERVICE PROVIDER for services rendered and obligations incurred to date of termination and SERVICE PROVIDER shall submit to the CITY all Work and documents prepared to that point. Payment to SERVICE PROVIDER of not-to-exceed amounts shall be proportional to services performed to the date of termination.
- C. In the event CITY, through no fault of SERVICE PROVIDER, fails to perform one or more of its obligations under the terms of this Agreement, SERVICE PROVIDER shall provide CITY with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If CITY fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then SERVICE PROVIDER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event CITY shall be liable to SERVICE PROVIDER for all services rendered and obligations incurred to date of termination and SERVICE PROVIDER shall submit to the CITY all Work and documents

prepared to that point. Payment to SERVICE PROVIDER of lump sum not to exceed amounts shall be proportional to services performed to the date of termination.

- D. In the event SERVICE PROVIDER, through no fault of CITY, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, CITY shall provide SERVICE PROVIDER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days, to cure the same. In the event a cure is not effected during such cure period, CITY, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to SERVICE PROVIDER until the default is cured to CITY's satisfaction, or (c) pursue any rights and remedies available at law or equity. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive and may be exercised concurrently or successively.

SECTION VI. SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, SERVICE PROVIDER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the CITY. Any transfer or assignment made without CITY'S prior written consent shall not be binding upon CITY unless expressly ratified by CITY in writing and shall not relieve SERVICE PROVIDER of its obligations hereunder.

SECTION VII. USE OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

SECTION VIII. SERVICE PROVIDER'S RESPONSIBILITY AND LIABILITY

- A. All services performed in connection with this AGREEMENT shall be performed in accordance with professional standards, in a non-negligent manner, free from defects, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the CITY of the final PROJECT report or other documents or services produced by SERVICE PROVIDER, shall not constitute nor be deemed a release of the responsibilities and liability of SERVICE PROVIDER for the accuracy and competency of SERVICE PROVIDER's work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error or omission in said work products, design or other documents and services as prepared and or performed by SERVICE PROVIDER or its Subconsultants.

- B. The SERVICE PROVIDER further agrees to correct programs or documents or re-execute services as may be required due to SERVICE PROVIDER's development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the CITY.

SECTION IX. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The SERVICE PROVIDER further agrees that the CITY, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of SERVICE PROVIDER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions upon written notice at all reasonable times during normal business hours. SERVICE PROVIDER shall maintain accurate records and data and shall make such records and data available to CITY upon request.

SECTION X. VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this agreement shall lie in Hays County, Texas.

SECTION XI. INSURANCE REQUIREMENTS

The SERVICE PROVIDER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

- A. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers Liability of \$1,000,000 bodily injury per accident, \$1,000,000 bodily injury disease policy limit and \$1,000,000 per disease per employee.
 - 1. Waiver of Subrogation in favor of the CITY, endorsement WC420304.
 - 2. Thirty (30) Day Notice of Cancellation in favor of the CITY, endorsement WC 420601.
- B. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain the following provisions:
 - 1. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - 2. Independent Contractors coverage.
 - 3. CITY listed as an additional insured, endorsement CG 2010.
 - 4. Thirty (30) day Notice of Cancellation in favor of the CITY, endorsement CG 0205.
 - 5. Waiver of Transfer of Rights of Recovery Against Others in favor of the CITY, endorsement CG 2404.

- C. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the CITY:
1. Waiver of Subrogation endorsement TE 2046A.
 2. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
 3. Additional Insured, endorsement TE 9901B.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. The policy shall provide for 30 day notice of cancellation in favor of the CITY.
- F. SERVICE PROVIDER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of CITY, unless otherwise agreed by CITY in writing.
- G. General Requirements
1. The SERVICE PROVIDER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.
 2. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The SERVICE PROVIDER shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The SERVICE PROVIDER shall, on at least an annual basis, provide the CITY with a certificate of insurance as evidence of such insurance.
 3. If insurance policies are not written for amounts specified above, SERVICE PROVIDER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 4. The SERVICE PROVIDER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the CITY. The SERVICE PROVIDER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the CITY shall not relieve or decrease the liability of SERVICE PROVIDER hereunder.
 5. Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

6. Certificate of Insurance and all endorsements shall read:

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

7. The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the CITY and SERVICE PROVIDER, shall be considered primary coverage as applicable.
8. The CITY shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.
9. The SERVICE PROVIDER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.
10. The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the CITY based upon changes in statutory law, court decisions or the claims history of the industry as well as SERVICE PROVIDER (such adjustments shall be commercially available to SERVICE PROVIDER). If the implementation of such revised insurance coverages/limits would result in additional costs to SERVICE PROVIDER, SERVICE PROVIDER may request additional compensation from the CITY under the provisions of this AGREEMENT.
11. Actual losses not covered by insurance as required by this AGREEMENT shall be paid by SERVICE PROVIDER.
12. **The SERVICE PROVIDER hereby expressly agrees to indemnify and hold harmless the CITY and the CITY'S officers, agents and employees, from and against all expenses, claims, demands, costs, causes of action, and liability of every kind and nature, including reasonable attorney's fees for the defense of all claims and demands (collectively, "Costs"), arising directly from, or in any way connected with, the negligent performance of services in connection with this AGREEMENT by SERVICE PROVIDER, its officers, agents, employees and parties with whom it contracts, including Subconsultants, and from all Costs in connection with injury or property damages arising from the performance of services under this Agreement by SERVICE PROVIDER, its employees, agents, representatives and parties with whom it contracts, including Subconsultants.**

SECTION XII. INDEPENDENT CONTRACTOR.

All parties intend that the SERVICE PROVIDER, in performing services pursuant to this Agreement, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The parties agree that the SERVICE PROVIDER is not to be considered an agent or employee of the CITY.

SECTION XIII. COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, SERVICE PROVIDER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations, as well as the City's Charter and Ordinances as applicable to the services or the PROJECT.

SECTION XIV. CERTIFICATE OF SERVICE PROVIDER

- A. The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of SERVICE PROVIDER hereby certify that neither they nor any other members of SERVICE PROVIDER's firm which they represent have:
1. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the CITY or, (2) any CITY official, in connection with carrying out the work to be performed under this AGREEMENT.
 2. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the CITY or, (2) any CITY official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under this AGREEMENT.
- B. The SERVICE PROVIDER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XV. ADDITIONAL PROVISIONS

During the performance of the contract, SERVICE PROVIDER agrees as follows:

- A. SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. SERVICE PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.
- B. SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of SERVICE PROVIDER, state that all qualified applicants will receive

consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XVI. MISCELLANEOUS

A. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

B. CONSTRUCTION OF AGREEMENT

Although the AGREEMENT is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

C. NOTICE

Any notice required to be given under the terms of this Agreement shall be in writing. Notice shall be deemed delivered, whether or not actually received, three (3) days after it is deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed as set forth below with correct postage, with a copy sent concurrently by facsimile. Notice given in any other way shall be effective when and if actually received.

D. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

As required by Chapter 2271, Government Code, SERVICE PROVIDER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this AGREEMENT. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Executed to be effective as of the ____ day of _____, 2020.

City of Kyle

By: _____
Scott Sellers, City Manager

Address for Notice:

Mailing address:

City of Kyle
100 W. Center Street
Kyle, TX 78640

By: _____

Name: _____

Title: _____

Address for Notice:

Attachment "A" -- Task Order Template
Attachment "B" - Fee Schedule

TASK ORDER

Contract No: _____

Service Provider: _____

Project/Site: _____

Date: _____

Description and Background Information

This Task Order is issued under authority of the above-referenced contract between the City of Kyle, Texas and the Service Provider for professional services relating to plans review and or field inspection services of residential, commercial, industrial, or institutional projects (PROJECT) to ensure compliance with requirements in the City's Code of Ordinances (Code).

Scope of Services

Under the terms of this Task Order, the Service Provider (including contractors or subconsultants) shall perform plans review and or field inspection services for residential, commercial, industrial, and institutional structures or apparatus required to:

- A. Evaluate the construction, installation, rehabilitation, or other modifications of the PROJECT to determine compliance with the provisions of the following authorities (check all that apply):

- _____ International Building Code 2015 Edition
- _____ International Plumbing Code 2015 Edition
- _____ International Mechanical Code 2015 Edition
- _____ International Fuel Gas Code 2015 Edition
- _____ International Energy (IECC) Code 2015 Edition
- _____ National Electrical Code 2014 Edition
- _____ International Fire Code 2015 Edition
- _____ Chapter 8, Articles I, II, and IV of the City's Code

- B. Prepare a final report of the results of the PROJECT.

III. Scope of Work

The work shall include, but not be limited to, _____. All work carried out under this Task Order shall conform to Contract No. _____.

IV. Personnel

Service Provider personnel shall possess applicable licenses and certifications to perform the work called for in Contract No. _____. The City expects that the Service Provider will employ staff in sufficient number, skill, and qualifications to accomplish the work as specified in Contract No. _____.

VI. Period of Performance

Work under this Task Order shall begin no earlier than _____, 20____ and shall terminate upon acceptance and approval by the City of all required deliverables, estimated to occur no later than _____, 20____.

VII. Compensation

Service Provider will be compensated for work performed under this Task Order in accordance with the terms in Contract No. _____.

VIII. Contact Personnel

City of Kyle
Howard J. Koontz, AICP
Director, Planning and
Community Development

Entity Name

City of Kyle, Texas
100 West Center Street
Kyle, Texas 78640
Phone: (512) _____

IX. Signatures

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Contract No. _____ between the City of Kyle, Texas and _____. By the signatures below, the parties hereto agree that all terms and conditions of this Task Order and Contract No. _____ shall be in full force and effect.

CITY OF KYLE, TEXAS

By: _____
Howard J. Koontz, AICP
Director, Planning and
Community Development

By: _____
Name: _____
Title: _____

Date: _____

Date: _____



CITY OF KYLE, TEXAS

Owner's Rep for Public Safety Center

Meeting Date: 11/17/2020
Date time: 7:00 PM

Subject/Recommendation: Discussion and Possible Action to Issue a Request for Qualifications for Owner's Representative for the Kyle Public Safety Center. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Utility Liens Ordinance

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An Ordinance of the City of Kyle, Texas, Amending the City of Kyle Code of Ordinances; Amending Article II. Water and Wastewater System Generally, Section 50-30 to Authorize the Imposition of Water & Wastewater Utility Liens; Establishing Procedures for the Release of Utility Liens; and Providing for Related Matters. ~ *Paige Saenz, City Attorney*

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Lien Ordinance.ver.1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING THE CITY OF KYLE CODE OF ORDINANCES; AMENDING ARTICLE II. WATER AND WASTEWATER SYSTEM GENERALLY, SECTION 50-30 TO AUTHORIZE THE IMPOSITION OF WATER & WASTEWATER UTILITY LIENS; ESTABLISHING PROCEDURES FOR THE RELEASE OF UTILITY LIENS; AND PROVIDING FOR RELATED MATTERS

Whereas, the City of Kyle, Texas provides water and wastewater utility services to properties and has experienced delinquencies in payments of utility accounts by property owners;

Whereas, the City of Kyle, a home rule municipality, is authorized by Texas Local Gov't Code Sec. 552.0025 to impose a lien against an owner's property for delinquent bills for municipal utility services to the property; and

Whereas, the City Council finds it in the best interest of its citizens to have the ability to impose liens on eligible properties as a means to secure payments of such delinquent utility accounts;

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. Utility Liens. Section 50-30 of the Code of Ordinances is hereby amended to read as follows:

Sec. 50-30. – Utility Liens.

(a). Lien authorized.

- (1) Subject to the provisions contained in this section and pursuant to state law, the city is authorized to impose a lien on, and an lien is hereby imposed against, real property owned by any customer of the city's water and/or wastewater utility service when such customer has failed to pay for the utility service provided.
- (2) Any lien authorized by this section shall include all delinquent charges for utility service, penalties, interest, fees and collection costs.
- (3) Any lien authorized by this section shall be perfected by recording in the real property records of Hays County a notice of lien in a form approved by the city attorney and duly executed by the city manager or the director of public works. The notice of lien shall contain a legal description of the real property and the utility's account number for the delinquent charges.

- (4) Any lien authorized by this section shall not apply to the following:
- a. Homestead property; or
 - b. Any bills for utility service connected in a tenant's name after the appropriate City of Kyle utility department has received notice from the property owner that the property is rental property.

(5) The lien authorized by this section shall be inferior to a bona fide mortgage lien that is recorded before the recording of the city's utility lien in the real property records of Hays County. The lien authorized by this section is superior to all other liens, including, without limitation, previously recorded judgment liens and any lien recorded after the city's lien.

(b). *Release of lien.*

(1) The city manager or the director of public works shall have the authority to release any lien imposed in accordance with this section when all delinquent charges for utility service, penalties, interest, fees and collection costs have been fully paid.

(2) The release shall be in a form approved by the city attorney and shall be duly executed by the city manager or the director of public works and recorded in the real property records of Hays County.

(c). *Rights cumulative and nonexclusive.* The authority and rights granted in this section are cumulative to any and all legal rights and remedies, methods of collection and/or security available to the City of Kyle under common law, statutory law, the City's Charter or Code of Ordinances. Nothing contained herein shall limit the authority of the City of Kyle to refuse utility service when delinquent utility charges exist.

Section 3. Effective Date. This Ordinance shall become effective after passage and publication as provided by the City Charter and state law. This Ordinance is applicable to delinquent charges that arise prior to the effective date of this Ordinance, except to the extent in conflict with state law.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the sections, 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 in 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. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time,

place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this _____ day of _____, 2020.

FINALLY PASSED AND APPROVED on this _____ day of _____, 2020.

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor



CITY OF KYLE, TEXAS

Proposition B Parks Discussion

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: General discussion and possible action to establish Proposition B Parks public engagement processes and time line. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Honeywell International

Meeting Date: 11/17/2020

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action to engage Honeywell International, Inc., in the amount of \$29,000 for infrastructure investment within the City of Kyle. ~ *Robert Rizo, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Honeywell LOI
- Honeywell Smart City and Water Meter upgrades Schedule and AMI Study
- Honeywell Smart City and Water Meter Upgrade

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

Subject: Letter of Intent Regarding Smart City Integration

Dear Mr. Scott Sellers,

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

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

During the time this Letter of Intent remains in effect, Honeywell may, at its discretion and option, undertake certain preparatory activities including, testing of water meters to validate the accuracy of those meters, in order to assess how much revenue the City is losing. This in turn will enable Honeywell to develop project scope and provide a firm price for the project. In the event the parties do not reach agreement on a contract, or if Our Customer terminates this Letter of Intent, Our Customer shall reimburse Honeywell in the amount of \$29,000 for the costs incurred by Honeywell in undertaking said activities.

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

Process Steps and Major Milestones:

Action	Responsibility	Due Date
Meeting – Discuss Preliminary Assessment	Luis Montes	TBD
Execute Letter of Intent (LOI) for Testing of Water Meters	Luis Montes	TBD
Conduct Testing of Water Meters	Honeywell	(Commence 10 days after LOI signed); 3-6 weeks to complete
Present findings and solutions from Testing of Water Meters	Honeywell	(At completion of Testing of Water Meters)
Execute Contract	City of Kyle	(2 Weeks after program proposal)

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

Acceptance:
City of Kyle

Acceptance:
Honeywell Building Solutions

Signed

Name

Title

Date

Signed

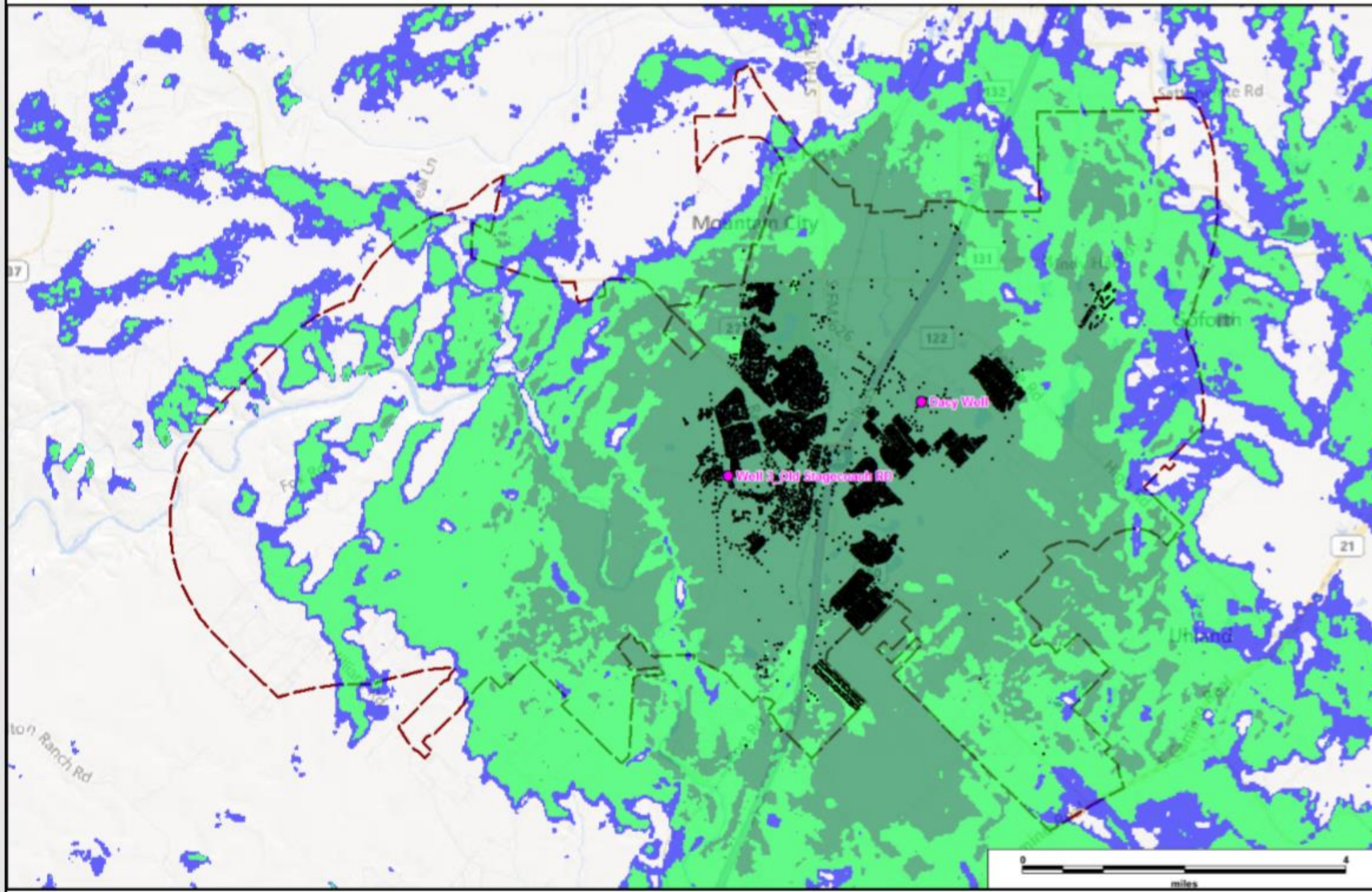
Name

Title

Date

ID	Task Name	Duration	Start	Finish	Predecessors	3Q21 Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May											
1	Advanced Metering Infrastructure Deployment Project	118.5 days	Mon 2/1/21	Thu 7/15/21													
2	AMI Deployment Project - Phase 1 - Initiation	23 days	Mon 2/1/21	Wed 3/3/21													
13	Product Lead Time Schedule	25 days	Fri 2/26/21	Thu 4/1/21													
17	AMI Deployment Project - Phase 2 - Planning	21 days	Wed 3/3/21	Wed 3/31/21													
26	AMI Deployment Project - Phase 3 - Execution	94.5 days	Fri 2/26/21	Thu 7/8/21													
59	AMI Deployment Project - Phase 4 - Closing	9 days	Fri 7/2/21	Thu 7/15/21													
64	Meter Installation	407.5 days	Tue 9/1/20	Tue 4/12/22													
65	Notice to Proceed	0 days	Mon 7/5/21	Mon 7/5/21	60												
66	Meter Pre Installation Tasks	25 days	Mon 6/7/21	Mon 7/12/21													
70	*MILESTONE Receipt of Initial Water Meter Order	0 days	Tue 9/1/20	Tue 9/1/20													
71	Water Meter Installation	210 days	Mon 6/14/21	Mon 4/4/22													
76	Training	0.5 days	Fri 7/23/21	Fri 7/23/21													
78	AMI Phase Project Closeout	6 days	Mon 4/4/22	Tue 4/12/22													

Project: City of Kyle TX-Draft-Pr Date: Fri 10/30/20	Task		Inactive Task		Manual Summary Rollup		External Milestone	
	Split		Inactive Milestone		Manual Summary		Deadline	
	Milestone		Inactive Summary		Start-only		Progress	
	Summary		Manual Task		Finish-only		Manual Progress	
	Project Summary		Duration-only		External Tasks			



City of Kyle Propagation Study

Proposed Site Details

Total Site Locations: 2
Total Base station Counts: 2
 M400B2 = 2

Design Factors

Flex Net Version: V1
Endpoint Type: Water (Ally)
Smart point Location: Pit-Set (AL)

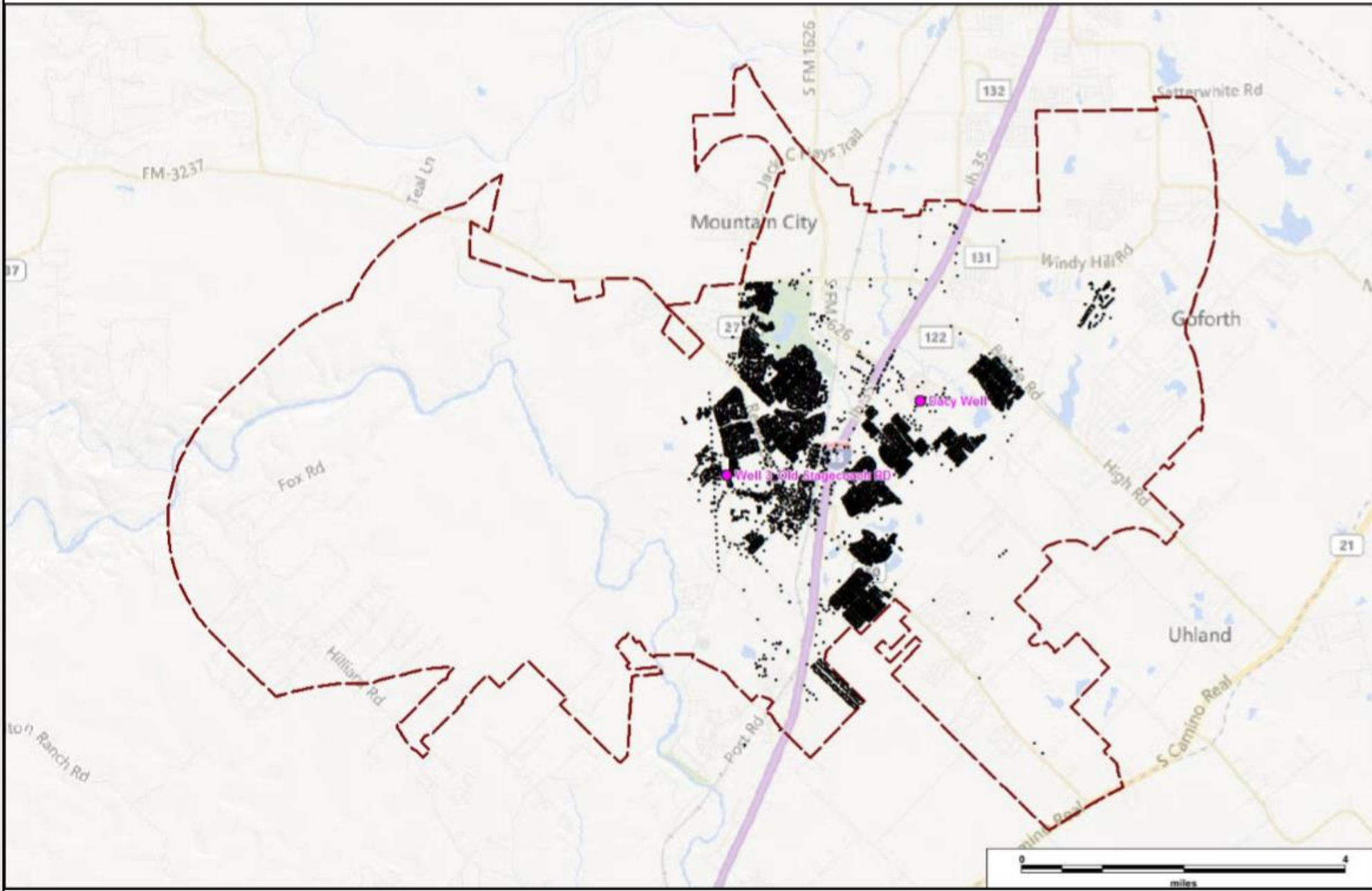
	Count	%
Total Endpoints Covered	10,251	100.00%
Ally Coverage	9,810	95.70%
2 Way Coverage	440	4.29%
1 Way Coverage	1	0.01%
Total Endpoints Analyzed	10,251	

LEGEND

- Ally Coverage
- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location
- Svc Boundary

Item # 27

This propagation study is based on actual information provided by the utility pertaining to meter type, meter location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.



Design Factors

Flex Net Version: V1
Endpoint Type: Water (Ally)
Smart point Location: Pit-Set (AL)

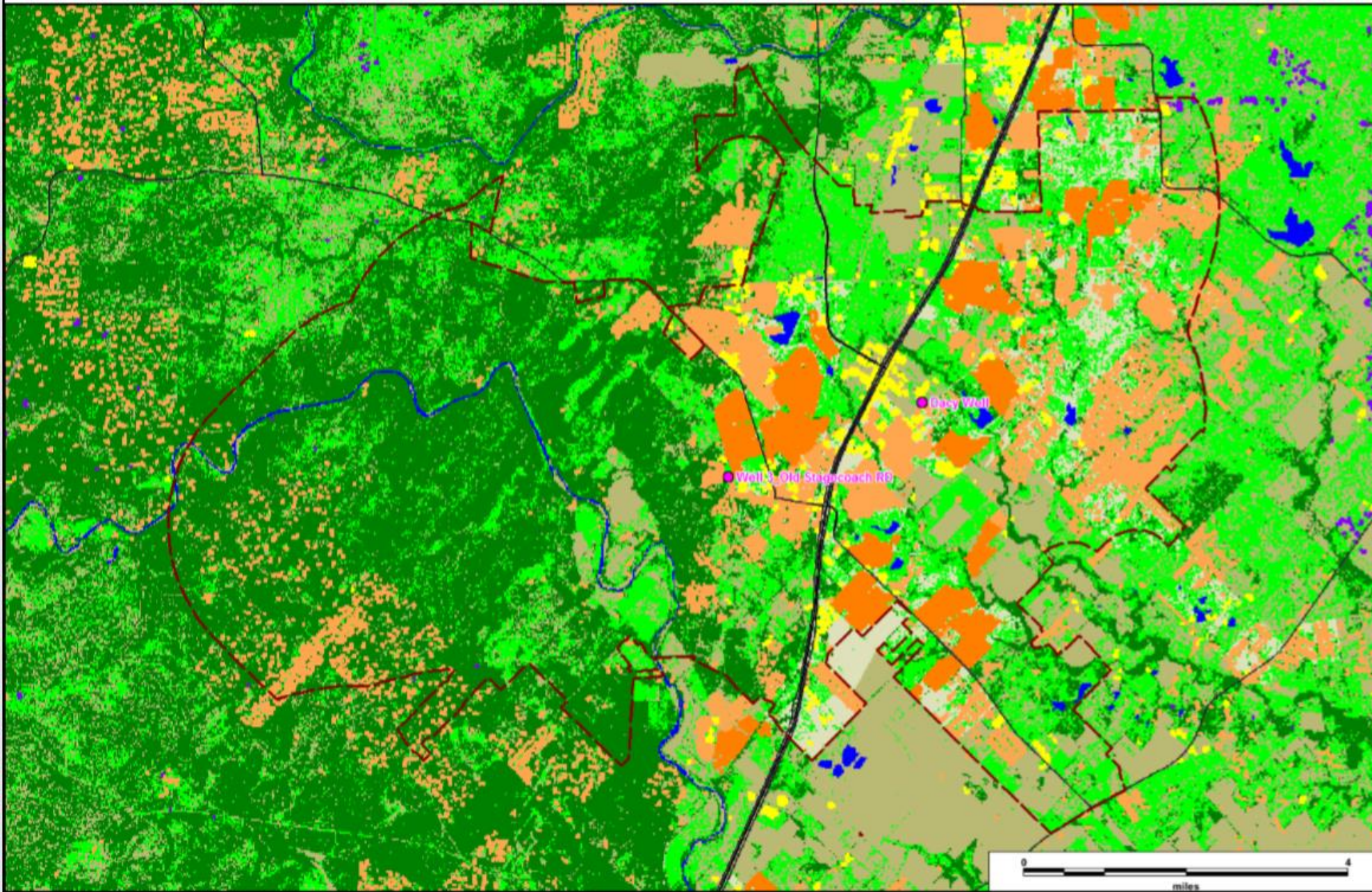
LEGEND

- Site Location
- Endpoint Location
- - - Svc Boundary

End Point Locations

Item # 27

This propagation study is based on actual information provided by the utility pertaining to meter type, meter location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.



Design Factors

Flex Net Version: V1
Endpoint Type: Water (Ally)
Smart point Location: Pit-Set (AL)

LEGEND

- Site Location
- Svc Boundary
- Core Urban
- High Density Urban
- Urban
- Commercial Industrial
- Residential with Trees
- Residential with few Trees
- Airport
- Transportation
- Grassland Agriculture
- Open in Urban
- Open
- Seawater
- Rural
- Forested Dense Vegetation
- Marsh Wetland
- Inland Water

Service Boundary and Service Type

Item # 27

This propagation study is based on actual information provided by the utility pertaining to meter type, meter location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

Water Meter Age Distribution Matrix

Water Meter Upgrade Project Quantities:

Residential:

- 7859 - 3/4" SL (5/8" x 3/4") iPERL Meter TRPL 8 WHL USG
- 17 - 3/4" iPERL Meter TRPL 8 WHL USG

Multifamily / Commercial

- 112 - 1" iPERL Meter TRPL 8 WHL USG
- 52 - 1 1/2" OMNI R2 Meter TRPL 8 WHL USG
- 74 - 2" OMNI R2 Meter TRPL 8 WHL USG
- 53 - 3" OMNI H2 Fire Hydrant Meter with Strainer and Couplings, TRPL 8 WHL USG
- 18 - 3" OMNI C2 Compound Meter TRPL 8 WHL USG
- 15 - 4" OMNI C2 Compound Meter TRPL 8 WHL USG
- 4 - 6" OMNI C2 Compound Meter TRPL 8 WHL USG
- 5 - 8" OMNI C2 Compound Meter TRPL 8 WHL USG

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

- Current assets over 5 Years: 6,431
- Only meter over ¼ GPM

Mechanical Water Meter accuracy drops to +- 95%

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

Water Meter Age Distribution Matrix
Item # 27

Prepared for

City of Kyle

Phase 1: Water Meter Upgrade



October 30, 2020



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Acronyms

ASHRAE American Society of Heating, Refrigerating and Air Conditioner Engineers

ACH	Air-Cooled Chiller
BHP	Boiler Horsepower
BTU	British thermal unit
DX	Direct Expansion
ECM	Energy Conservation Measure
EER	Energy Efficiency Rating
FIM	Facility Improvement Measure
GPM	Gallons per minute
HET	High Efficiency Toilets
HEU	High Efficiency Urinals
Hp	Horsepower
HVAC	Heating Ventilation and Air Conditioning
kW	Kilowatts
kWh	Kilowatt-hour
O&M	Operation and Maintenance
PEA	Preliminary Engineering Assessment
PV	Photovoltaic
RTU	Roof Top Unit
VFD	Variable Frequency Drive

DISCLAIMER

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These budgetary estimates are provided for information and planning purposes only, are non-binding, and do not constitute an offer for sale. Honeywell will be pleased to provide a firm price proposal upon request, which will include all technical and commercial considerations.

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Executive Summary

City of Kyle (the “Client”) has engaged Honeywell Building Solutions to furnish the products and services described hereunder to facilitate a functional Honeywell Smart City Platform along with the Sensus Advanced Metering Infrastructure (“AMI”) for the measurement and metering of Client’s utility resources for Client’s continued operation. This Implementation Scope of Work (“SOW”) describes the Services that will be rendered by Honeywell, and Client during the implementation of the System.

Scope of Work

SMART CITY AND AMI IMPLEMENTATION SCOPE OF WORK

1. GENERAL RESPONSIBILITIES

1.1. Project Management

A. Honeywell Responsibilities

- I. Designate a primary point of contact to oversee project deployment.
- II. Coordinate Planning & Discovery Workshop with Client to review Project Plan, Deliverables, and Timeline.
- III. Oversee the installation, setup, and configuration of Smart City System Components
 1. Honeywell Enterprise Buildings Integrator R600 (EBI)
 2. Honeywell Command and Control Suite R3.0 (CCS)
 3. Honeywell Pulse
- IV. Oversee the installation, setup, and configuration of AMI System Components
 1. Network Basestation(s)
 2. Regional Network Interface (RNI)
 3. Analytics for Water
 4. Customer Portal for Water
- V. Advise Client on issues related to challenges with project activities or risk mitigation strategies.
- VI. Manage open trouble tickets.
- VII. Conduct System Integration Testing with EBI, CCS, RNI, Sensus Analytics, Sensus Analytics Customer Portal, and the Client Billing vendor.
- VIII. Support the development and implementation of the System Acceptance Test (SAT) per Section 3.4 below.

B. Client Responsibilities

- I. Appoint a primary point of contact to coordinate with Honeywell on the overall delivery of the solution described herein.
 1. Coordinate project activities with Honeywell and technical resources.
 2. Schedule with necessary Client personnel for meetings with Honeywell.
 3. Assist Honeywell and Sensus, with tasks which require Client involvement.
 4. Provide a list of Client personnel for communications and distribution of information.

5. Establish a communication and activity plan with reporting requirements during the project implementation and which Client personnel will be available to participate in the project.
6. Develop and implement the SAT to plan for formal acceptance of the EBI, CCS, RNI, Sensus Analytics Software, and Sensus Analytics Customer Portal implementation per Section 3.4 below.
7. This primary point of contact will not have authority to bind Client to any amendment to the Agreement or Statement of Work as those must be signed by the City Manager.

2. SYSTEM DEPLOYMENT

2.1. Honeywell Enterprise Buildings Integrator R600 and Honeywell Command and Control Suite R3.0

A. Honeywell shall be responsible for the following:

- I. One (1) VMWare Dell R640 Server
- II. Three (3) Workstations with dual 27" Monitor
- III. Create zoomable Map of City of Kyle with location of each meters provided in this scope.
- IV. Create and configure Incident Workflow
- V. Install and configure Honeywell Secure Connect to enable remote support and diagnostic
- VI. Install and configure Honeywell Endpoint Protection – Deep Instinct to protect servers and workstations
- VII. Install and configure Honeywell Remote Honeywell Remote Monitoring to monitor server and workstation
- VIII. Install and configure Honeywell Pulse Cloud alarm management

B. Client shall be responsible for the following:

- I. IT representative to work with Honeywell Solutions Delivery team
- II. City wide Ethernet network and VLAN configuration
- III. Rack server space (4U), with 120vac primary and backup power
- IV. Internet access for EBI server integration with Sensus Cloud server
- V. Firewall protection for Internet connection
- VI. LDAP server for Single Sign-On
- VII. SMTP server for email notifications

2.2. Network Basestation(s)

A. Honeywell shall be responsible for the following at each Basestation site:

- I. Provide the Sensus Basestation(s) in accordance with the quantities detailed in the Sensus engineered propagation analysis and define within Exhibit A – Contract Pricing herein.

- II. Coordinate and perform a preconstruction site visit to each Basestation site prior to installation.
 - III. Furnish the Basestation antenna.
 - IV. Honeywell shall provide a cellular backhaul modem to establish network communications with each Basestation.
 - V. Install and commission the supplied Basestation(s), antenna, and communications backhaul equipment.
- B. Client shall be responsible for the following at each Basestation site:
- I. Provide a suitable and secure location for Basestation hardware.
 - II. Provide a suitable and secure location to construct a communications tower.
 - III. Provide dirt removal provisions and communications tower construction site.
 - IV. Uni-strut H-Frame on the inside of the tower leg on which the ladder is attached.
 - V. 120v single phase service with a 15-amp breaker.
 - VI. 3-wire flex conduit pigtail from the breaker to the Basestation.
 - VII. RJ-45 Ethernet Connection
 - VIII. Backhaul communications to/from the Base Station that meets specifications provided by Honeywell.
- C. Network Infrastructure Coverage
1. Honeywell/Sensus will be responsible for assuring the Base Station quantity as specified in Exhibit A and the Sensus engineered propagation analysis will provide the system coverage demonstrated in the propagation analysis for Client.
 2. Honeywell/Sensus shall furnish additional Base Station(s) necessary to achieve the coverage specified in the Sensus engineered propagation analysis.
 3. Client agrees to provide the following at each additional network Basestation as necessary to achieve coverage demonstrated in the propagation analysis:
 - a) Provide additional Client owned property(ies) capable of accommodating additional network infrastructure as defined in 3.1.B above.
 - b) Supplying an elevated asset (e.g. communication tower, monopole, etc.)
 - c) Base Station Installation Costs
 - d) Backhaul Communications

4. Client acknowledges and agrees Base Station installation price will be determined for each basestation and on site requirements, including but not limited to, structure type, height, antenna type (e.g. fixed, magnetic mount, panel etc.), and quoted separate of this Agreement.

2.3. Regional Network Interface

A. Set-Up and Integration

I. Honeywell/Sensus Responsibilities

1. Provide technical resources and identify the detailed steps of the standard integrations to support the implementation, configuration, and integration of the EBI, CCS, RNI, Sensus Analytics, Sensus Analytics Customer Portal, and Client Billing System.
2. Sensus shall setup and configure the hosted RNI environment within Sensus' Data Centers. Honeywell/Sensus shall be responsible for proper configuration of the various Sensus systems and providing guidance to Client on various application configurations when different options are available.
3. Honeywell/Sensus shall facilitate integration services of the EBI, CCS, RNI, Sensus Analytics, Sensus Analytics Customer Portal and the Client's Billing System. Honeywell/Sensus shall provide the data integration specifications for the Client billing system provider to Client and Client's billing system provider.

II. Client Responsibilities

1. Honeywell with Client's Billing System provider to create a sync file that will be sent to Sensus Analytics nightly as well as interface to receive readings from Sensus Analytics. There will also be a meter swap process to get the meter change out data into the billing system.
2. Client agrees to conduct and System Acceptance Testing (SAT) of the EBI, CCS, RNI, Analytics, Sensus Analytics Customer Portal and the Client Billing system as specified in Section 3.4 in a timely manner. Client agrees to provide formal acceptance of the RNI environment and Sensus Analytics in writing after completion of SAT.

2.4. Sensus Analytics

A. Setup and Integration with RNI

I. Honeywell/Sensus Responsibilities

1. Sensus shall setup, install, and configure Sensus Analytics instance for Client.
2. Integrate the SaaS RNI environment with Sensus Analytics and ensure that data is successfully delivered from the RNI to Sensus Analytics and Customer Portal.

II. Client Responsibilities

1. Coordinate with Honeywell, internal departments and/or vendors to facilitate the setup and integration of the RNI, Sensus Analytics and Customer Portal.

B. Configuration of Sensus Analytics with Client Billing System Vendor

I. Honeywell/Sensus Responsibilities

1. Work to configure the RNI and/or Sensus Analytics, as appropriate, with Client's Billing System according to Client's system requirements.
2. Configure Sensus Analytics so that it can receive data from the Client's billing system. This is to ensure that updates to meter information are received daily from Client's billing system into Sensus Analytics.
3. Configure the RNI and/or Sensus Analytics, as appropriate, to accept incoming data files from billing system.
4. Configure the RNI and/or Sensus Analytics, as appropriate, to accept the read request file from billing, and export reads to the billing system.

II. Client Responsibilities

1. Engage with Honeywell and coordinate with internal departments and/or vendors to facilitate the setup and integration of the RNI and Sensus Analytics.
2. Collaboration may include, but is not limited to, the creation and delivery of data synchronization files from the billing system.
3. Provide the communication path between Sensus Analytics and Client's billing system for the purpose of the data exchange. Any fees/costs for modification and testing of the billing interface for Client's billing system charged by the Billing System Vendor will be responsibility of Client.
4. Sensus Analytics will be providing file exports for billing. The CIS synchronization would need to be configured by Client or their Billing System Vendor with the following.
 - a) Delivery Frequency: Daily
 - b) Delivery Method: files will be posted to Sensus Secure File Transfer Protocol ("FTP") site by Client
 - c) Delivery Format
 - d) Additional synchronization fields as needed and may be requested by Client for reporting, search, and other functionality of Sensus Analytics.

2.5. Validation and Testing Services

A. AMI Read Validation Testing

I. Honeywell/Sensus Responsibilities

1. Honeywell shall work with Client to define the configuration for each meter type; meter configuration, and FlexNet Radio activation configuration.
 2. Honeywell to resolve any issues identified during first validation testing.
- II. Client Responsibilities
1. Client shall inspect and test meters, packaging and documentation provided to verify that they meet configuration and functionality requirements.
 2. Client shall complete testing within five (5) days of receipt of the meters.
- III. Acceptance Criteria
1. Client shall verify that the configuration and functionality of each meter type is as was specified in configuration documentation and product documentation from Sensus.
 2. Client shall verify that the meter can be read, understood and provided to the Client billing system.
- B. System Integration Testing (SIT)
- I. Honeywell/Sensus Responsibilities
1. Honeywell/Sensus will validate and test all functionality of the system prior to the cut-over production of the RNI environment. Validation and testing include the connectivity to/from the Basestations, integration between Sensus Analytics and Client billing system. Honeywell will submit their SIT plan for review and approval by the Client and implement the plan as approved.
 2. Install the Sensus Basestation(s) and check to make sure they are at the appropriate hardware and firmware build for RNI, the radio frequency cards are at the required revision and Global Positioning System ("GPS") is configured and functional.
 3. Update the firmware and/or hardware required for any Sensus Basestation required to function in order to facilitate the RNI implementation.
 4. Test Sensus Basestation configuration and communication to the RNI.
 - a) Coordinate with Client to test backhaul and ensure that network traffic is being routed properly to the RNI environment.
 - b) Honeywell shall validate and test meter data information and verify traffic is transferred from Sensus Basestation to RNI.
 - c) Issue certain two-way commands to Client specified test meters to ensure two-way communication is working and functional.
- II. Client Responsibilities
1. Support the SIT performed by Honeywell to the extent necessary.

- III. Acceptance Criteria
 - 1. Honeywell shall verify that all integrations specified in this SOW and necessary for functionality between the EBI, CCS, RNI, Sensus Analytics, Sensus Analytics Customer Portal and the Client billing system are working as specified in approved design documents.
- C. System Acceptance Testing (SAT)
 - I. Honeywell Responsibilities
 - 1. Complete the deployment of approximately 10 meters as specified below:
 - a) Deploy test 10 meters in various sizes 5/8" – 6" Meters.
 - 2. Support and resolve issues identified during Client SAT
 - 3. Support the SAT conducted by the Client.
 - II. Client Responsibilities
 - 1. Perform SAT to verify that all integrations between the EBI, CCS, RNI, Sensus Analytics, Sensus Analytics Customer Portal and the Client Billing System have been satisfactorily completed to support go-live.
 - a) Functional testing – On Demand Read (ODR), Events and alarms, meter reading, and billing end to end.
 - 2. Provide written notice of the completion of SAT to the Honeywell once successfully completed. Testing to be completed within thirty (30) days of completion of the installation of test meters.
 - III. Acceptance Criteria
 - 1. Client to verify that SIT performed assured that all integrations specified in this SOW and necessary functionality between the EBI, CCS, RNI, Sensus Analytics, Sensus Analytics Customer Portal and the Client billing system are working as specified in approved design documents.
- D. Production Go-Live
 - I. Honeywell Responsibilities
 - 1. Assure that all SaaS systems for the RNI, Sensus Analytics are working correctly.
 - 2. Work with Client to determine production go-live date and timeline. After proper validation and testing has been performed on the EBI, CCS, RNI system, Sensus Analytics, Sensus Analytics Customer Portal and the Client Billing System as described above, go-live activities will take place and Honeywell will work with Client to begin using the RNI system, Sensus Analytics, Sensus Analytics Customer Portal, and the Client Billing system for meter billing.
 - 3. After Client has provided written acceptance of the EBI, CCS, RNI solution, Sensus Analytics, Sensus Analytics Customer Portal, and

integration between these systems, any go-live activities identified will be performed.

II. Client Responsibilities

1. Coordinate with Honeywell to facilitate and complete all go-live activities.

III. Assumption

1. Sensus Analytics Customer Portal will be rolled out to customers after Client is comfortable with the AMI data and system.

E. Sensus Analytics Customer Portal Rollout

I. Honeywell Responsibilities

1. Honeywell will work with Customer to configure the Sensus Analytics Customer Portal with customer branding including background image, links to customer support page, and customer contact information.
2. Assure that all SaaS systems for the RNI, Sensus Analytics Customer Portal are working correctly.
3. Work with Client to determine production go-live date and timeline. After proper validation and testing has been performed on the Sensus Analytics Customer Portal, go-live activities will take place and Honeywell will work with Client to begin rollout campaign.

II. Client Responsibilities

1. Perform the following System Acceptance Tests with the specified Acceptance Criteria:
 - a) Functional testing of Customer Information, Customer Portal Configuration, Charting Usage, Alert Notification, and Billing Cycle Calendar Setup.
 - b) Customer is to provide any Terms and Conditions and Disclaimer Language that is required for the customers to accept as and understand to use the Customer Portal and have access to the data associated with their account(s).
2. Testing to be completed within thirty (30) days of completion of the installation of test meters. Written notice of the successful completion of the testing will be provided.

3. Training

3.1. Honeywell will provide on-site training for Client as detailed below. Product documentation and handouts will also be provided at this time. Additional services and training can be provided to the Client as requested. Depending on project complexity and training requirements, Honeywell will provide additional and/or refresher training as necessary.

A. EBI and CCS

- I. Two (2) 4-hour operator training sessions
 - II. Two (2) 4-hour administrator training sessions
 - B. Field Training
 - I. Handheld Operation
 - II. NovusCenter
 - III. Safety & Security
 - IV. Residential Meter and Commercial Meter Installation
 - V. SmartPoint Activation
 - VI. Verification of SmartPoint Activation
 - VII. Troubleshooting SmartPoint Issues
 - VIII. Base Station operation, maintenance and troubleshooting
 - C. Sensus AMI Overview
 - I. Sensus FlexNet Architecture and Components
 - II. FlexNet Roles and Responsibilities
 - III. Device Manager Overview (Water)
 - IV. Analytics Overview
 - V. Billing Setup and Integration
 - VI. Device Manager
 - VII. Sensus Analytics Meter Insight
 - VIII. Sensus Analytics Billing Overview
 - IX. FlexNet and Analytics Alarms
 - X. Sensus Analytics Report Access
 - D. Customer Portal
 - I. Sensus Analytics Customer Portal
 - E. Expanded System Capabilities – Overview of the AMI system’s capabilities, including administration functions.
4. ASSUMPTIONS
- 4.1. This Implementation Scope of Work is limited to the planned Sensus FlexNet infrastructure proposed as of contract execution. The number of Basestations planned is detailed within Exhibit A – Contract Pricing and as defined in the Sensus propagation analysis. Any additional expansion of infrastructure and/or Basestations to cover areas beyond the initial water service territory, as well as any additional request for further systems integration or ongoing management/maintenance of the system, will require a Change Request and pricing will reflect this change.
 - 4.2. Any costs or fees associated with the Billing System and the Billing System Vendor for software and/or services are the responsibility of Client.
 - 4.3. Any costs or fees to integrate other systems are not included in the current scope.
 - 4.4. Client shall be responsible for procuring and supplying all electrical and network connections to each Basestation site. Should Client prefer Honeywell to provide

electrical services, pricing may be provided upon request and concluding a site visit at each Basestation site.

METER SERVICES SCOPE OF WORK**1. OBJECTIVE**

1.1. This Meter Services Scope of Work herein outlines a general understanding of the project requirements. The exact workflow and processes detailed may be subject to revisions pending additional requirements and/or processes identified during the Planning and Discovery Workshop or throughout the course of the Project.

2. PROJECT PLANNING**2.1. Meter Services Planning and Discovery****a. Project Schedule**

- i. Coordinate with product supplier(s) to determine product delivery schedule.
- ii. Identify hours of operation, holiday schedule and black-out dates.
- iii. Identify route order in relation to meter reading schedule.
- iv. Prepare preliminary Project Schedule.

b. Plan Processes

- i. Identify core team and contacts
- ii. Identify standard field installation expectations
- iii. Customer concern resolution
- iv. NovusCenter Work Order System
- v. Incidental labor and/or materials
- vi. Warehousing and disposal services
- vii. Special Equipment
- viii. Agree on terms for handling and resolving RTUs.
- ix. Contingency Fund

3. PROJECT PREPARATION AND MOBILIZATION**3.1. Operations and Product Warehouse**

a. Honeywell will utilize Client's local facilities for daily operation and product storage. Honeywell assumes Client will provide the following, at minimum, and no additional services will be procured by Honeywell.

i. Product Warehousing Facility

1. Specialty equipment (i.e., forklift, pallet jack, etc.)
2. Parking spaces for field technicians during loading/unloading of field materials.
3. Trash, recycling and scrap disposal containers.
4. Office space for Honeywell field management personnel (as needed)
5. Access to secure wireless Internet connection.

b. Honeywell will provide the following:

- i. Vehicles

- ii. Personnel Protection Equipment (PPE)
- iii. Computers and hand-held devices
- iv. Uniforms and badges for field employees as specified below in Section 10.1
- v. Installation tools

3.2. Mobilize Onsite and Remote Management Staff

a. Honeywell Onsite Management Responsibilities

- i. Coordinate all work and communications with Client personnel.
- ii. Maintain technician workforce and provide Client reviewed training.
- iii. Supervise technicians and monitor quality of service, productivity, and professionalism.
- iv. Manage and maintain inventory with focus on security, availability and organization.
- v. Coordinate resolution regarding field issues or concerns with Client personnel.
- vi. Provide 24-hour on-call service to respond to problems.

b. Honeywell Remote Management Responsibilities

- i. Monitor project progress and execution.
- ii. Coordinate material acquisition with product supplier(s).
- iii. Routinely communicate with onsite management.
- iv. Conduct weekly call with Client personnel to ensure project is executed smoothly.
- v. Generate routine reports of meter installations by route and region as per Client requirements

3.3. NovusCenter Software

a. Honeywell will use its proprietary software, NovusCenter, to manage the field service work throughout the course of the project. Honeywell shall grant Client read-only access to NovusCenter through the duration of the Meter Exchange Phase. Client acknowledges and agrees this Meter Services Scope of Work shall not grant, constitute or provision Client to any licensed use during or after the Project. Client, at its discretion, may request to license NovusCenter from Honeywell for extended use concluding the project.

b. Billing Software Integration

- i. Communicate with Client's billing vendor to ensure the electronic meter swap files are formatted correctly for Client's billing system.
- ii. Coordinate with Client and Client's billing vendor to test integration prior to requiring any data imports.
- iii. Verify test is successful and NovusCenter is ready for use.
- iv. Honeywell has included pricing for integrating NovusCenter with Client's billing software; however, Client's billing software vendor may impose separate fees for extract and meter swap integration with NovusCenter. Honeywell is unable to ascertain or approximate any additional fee(s)

(i.e. one-time or ongoing) as such would be facilitated between Client's billing software vendor and Client independently. Honeywell shall not be responsible for any new or revised fee(s) imposed from Client's billing vendor.

c. Service Account Database

- i. To facilitate field work orders in a meter exchange project, Honeywell will work with Client and Client's CIS vendor to use their existing meter swap interface. Most billing vendors have an existing interface that will define the formats required.
 1. Client will supply to Honeywell a current export of the Client's billing database.
 2. Honeywell will coordinate with Client to reconcile/clean-up database. Any issues or concerns with the data file will need to be resolved prior to meter exchange. Insufficient or inaccurate data may result in delay(s) to the Project Schedule and subject to subsequent fees for additional time spent in the field to locate field assets and/or perform the Services herein. In the event Client requires assistance with data clean-up, Honeywell may supply a Data Analyst at an hourly rate of Two-Hundred Dollars (\$200.00) per hour.
 3. When all issues have been resolved, import final billing database into NovusCenter.

d. Field Asset Inventory Management

- i. Honeywell will track meters through the NovusCenter Inventory module throughout meter exchange services. Honeywell's technicians will check out inventory daily and return all retired product to Client.
- ii. Client will provide Honeywell with a dedicated and secure space to store metering product during project deployment. Client will restrict unauthorized access to product assigned to Honeywell throughout the project.
- iii. Client shall assume ownership of all inventory once the project has been completed and Honeywell shall return any unused product to Client's possession upon completion of the meter exchange phase.
- iv. Honeywell will reconcile installed meters and remaining project inventory in Honeywell's possession upon project completion against meters supplied by the Client.

e. Route Management

- i. Honeywell will coordinate with Client to partition the service area into routes.
- ii. Honeywell's technicians will advance through each route until a majority of service locations have been completed. Honeywell goal is to complete as much of the active route prior to advancing to the next; however,

technicians will have to work in multiple routes to accommodate black-out dates and/or productivity. Specific timing goals for route completion will be proposed by Honeywell after thorough review of routes for approval by Client. An active route will be considered substantially complete when ninety percent (90%) of meters have been installed and verified as communicating or Returned to Utility (RTU). Subsequent routes shall be available for meter exchange services prior to route acceptance of the active route.

3.4. Material Acquisition (Ongoing)

- a. Honeywell will furnish all Project related product(s) detailed in Exhibit A. Unless otherwise noted, Honeywell makes no assumption to furnish any materials not expressly detailed in Exhibit A.
- b. Honeywell will coordinate with product supplier(s) and/or Client to ensure all materials supplied are onsite and available prior to commencing meter exchange services. Honeywell's Field Supervisor will work directly with the Honeywell back office staff to ensure inventory level meets anticipated daily production rates.
- c. Receipt of Materials
 - i. Routinely confirm all materials required to facilitate the project have been ordered.
 - ii. Inspect a portion of all incoming product for damage.
 - iii. Enter and maintain Project materials within NovusCenter Inventory module. Honeywell can provide reports on tracked inventory upon request.

4. METER EXCHANGE PHASE

4.1. Meter Exchange Phase Kickoff

- a. Kick-off meeting (at least two weeks prior to commencing field service work)
 - i. Review all processes and requirements identified with Client during Project Planning.
 - ii. Review service work expectations.
 - iii. Review and refine Honeywell and Client responsibilities during Meter Exchange Phase.
 - iv. Setup periodic recurring project progress meetings.
- b. Service Technician Training (prior to commencing field services or upon new hire)
 - i. Review occupational safety plan, operational procedures and documentation.
 - ii. Train field technicians on:

1. Standard meter exchange procedures and any special requirements for the project
 2. Courteous and respectful residential/commercial customer interactions
 3. NovusCenter operation and best practices
 4. Field Troubleshooting to address meter communications issues
 5. Retraining, as necessary, should performance or field issues be identified.
- 4.2. Field Survey (if applicable)
- a. Create work orders for each service address in NovusCenter. Dispatch Survey Crew (minimum fifteen to twenty days prior to commencing field services).
 - b. Visually inspect the meter setting, condition, and any special requirements of each jobsite. Standard inspection will include verifying meter serial number, meter form, location relative to dwelling, meter box condition.
 - c. Document data and photographs within NovusCenter.
- 4.3. Standard Meter Exchange Services
- a. Standard Meter Exchange Services are defined as like-for-like and will be provided based upon information provided by the Client regarding meter type and accessibility. Honeywell assumes all metering data as it pertains to characteristics (size, model, etc.) or any special requirements, will be furnished by Client in advance of the meter exchange services with minimal exceptions. If Honeywell technician is unable to complete a standard meter exchange service due to inaccurate characteristics, including but not limited to accessibility, data discrepancies or inaccuracies (e.g. incorrect meter form), the account will be Returned to Utility (RTU).
 - b. Additional trip charges may apply for inaccuracies in data, issues outside our control causing extended delays in service timeframe, or multiple visits to a single service account site to complete the meter exchange service.
 - c. Water Meter Exchange
 - i. Create and assign work orders for each service address in NovusCenter.
 - ii. Assign materials required for the daily changeouts.
 - iii. Arrive at service address and park curbside. Place traffic rated safety cones to the front and rear corners of vehicle.
 - iv. Verify the correct location by validating address and meter number in NovusCenter. Capture image of meter location in relation to dwelling.
 - v. Inspect the meter to verify the replacement is possible. If the meter is inaccessible or replacement is not possible, the account will be flagged RTU.
 1. If the meter is inaccessible or an appointment is required to complete the meter exchange, Client will schedule a time with its customer to

dispatch Honeywell's technician or the Client's personnel prior to complete the services.

- vi. Attempt to notify occupant of a brief water outage. If no occupants are onsite, the technician will proceed with the installation service.
- vii. Clear light debris from meter box, if needed, to facilitate replacement services.
- viii. Technician will open hose bib, if available and in working order, and shut-off water source.
- ix. Disconnect and remove old water meter from service.
- x. Disinfect and install new water meter with new appropriately sized gaskets.
 1. Alternate pricing is provided for register replacement services in lieu a complete meter exchange.
- xi. Install SmartPoint
 1. Determine if a single port or dual port SmartPoint is required at the service site.
 2. Affix SmartPoint transmitter securely to pre-drilled meter box lid. If applicable, technician shall remove preexisting radio transmitters.
 3. Connect meter to SmartPoint utilizing existing wire or touch coupled connector. If a hardwired connection is required, technician will use an approved "gel-cap" connector or splice kit. Fees may apply for additional time or materials required to hardwire meter connections.
 4. Activate the SmartPoint and confirm communications have been established.
 5. Alternate pricing for deactivation and reactivation of existing SmartPoint is provided. This service will be performed at sites that we do not exchanging the SmartPoint.
- xii. Document data in NovusCenter
 1. Record old meter and/or radio transmitter data.
 2. Capture images of worksite prior to commencing installation services.
 3. Barcode scan new meter and/or radio transmitter.
 4. Capture images of:
 - a. Installation site pre- and post-installation.
 - b. Older meter serial number and final reading.
 - c. New installed meter.
 - d. SmartPoint activation screen.
 - e. Relative meter location in relation to dwelling.

5. Capture screen confirmation of radio communications from the activation screen.
6. Document any comments isolated to installation services with images; including, but not limited to recommended services, special project notes, unstable conditions, etc.
- xiii. Restore water service and flush the water line through an external hose bib, if available and in working order. Close the hose bib and check for leaks. Honeywell shall not be responsible for damage to faulty hose bibs.
- xiv. Replace meter lid and clean up and remove trash and/or retired meter from jobsite
- xv. At the end of each day, dispose of water meters in a receptacle provided by the Client.

4.4. Non-Standard Services

- a. Non-Standard Services are defined as any service(s) in excess to those expressly stated within the aforementioned Standard Meter Exchange Services section.
- b. Non-Standard Services may be required to facilitate a successful meter exchange. At the Client's discretion, Non-Standard Services may be billed on occurrence or the account will be Returned to Utility (RTU) until the account is serviceable. If the Client prefers, Honeywell can procure labor and/or materials necessary to perform Non-Standard Services at cost plus fifteen percent (15%).
- c. Unique circumstances may require additional services that have not been previously identified within our incidental pricing. These will be discussed with the utility on occurrence.
- d. The following details examples of Non-Standard Services:
 - i. Water Meter Register Replacement – Replace and program a non-intrusive (water does not require to be shutoff) water meter register with a compatible register. Intrusive (water shutoff required) register replacements will be priced according to the site requirements and coordinated with the Utility.
 - ii. SmartPoint Installation and Activation Only – Site visit to install and activate SmartPoint. Unit price per port.
 - iii. Register Reprogram – Reprogram registers encoded output multiplier to meet network resolution requirement.
 - iv. Lid Modifications (plastic or iron) – Modify the meter box lid with a 1.75" diameter hole to accommodate the SmartPoint. This may be performed onsite or at a predefined location. Concrete lid modifications will be assessed with the Utility as required.
 - v. Replace Curb Stop, Meter Tail, and/or Meter Box Lid – Pre-existing conditions may require replacement of curb stop, meter tail, and/or meter

box lids. The Utility can provide a seed stock of materials for the technician to have available or we can provide required materials at cost plus fifteen percent.

- vi. Meter Resizing (special job hourly rate) – Increasing or decreasing the size of the meter other than what is pre-existing. Pricing will be determined per each account's requirements.
- vii. Installation or Removal of Bushing Adaptors (5/8" – 1" only) – Anytime we have to remove, reuse, or install a bushing adaptor.
- viii. Pull Meter Only – Shut off curb stop and remove water meter from the service account.
- ix. Install Meter Resetter/Riser – Labor to install meter resetter or riser.
- x. Replace, Remove, or Set Meter Box to Grade – Labor to adjust, replace, or remove a meter box. If replacing meter box, service includes replacing existing meter box with a non-compression replacement box identical in size.
- xi. Special Job Hourly Rate – Hourly rate per technician for ancillary services required to successfully complete an installation service. Hourly rate will be billed at one-hour minimum and 15-minute increments thereafter.
- xii. Meter Survey – Perform a survey on a predefined percentage of residential and/or commercial water, electric, and/or gas meters.
- xiii. Site Visit Fee – Fee to be applied in addition to the labor and/or material costs for each additional site visit(s) to perform/complete service work and/or troubleshoot miscellaneous issues or concerns that are not a direct result of an inadequate installation service. A site visit fee will also apply to any missed appointments or locations where we are unable to gain access due to unforeseeable circumstances, such as inability to gain access, locked gates, if we are unable to locate the meter, or animal hazards.
- xiv. Daily Rate – Daily rate fee per technician to be applied in addition to the labor and/or material costs for each working day Aqua-Metric installation personnel must remain on-site to complete a metering project in the event less than five installation services are scheduled and/or performed, including black-out dates from the Utility. Daily Rate will also apply per each day Aqua-Metric installation technicians must remain on-site due to project delay, whether a fault of Aqua-Metric or the Utility. Additionally, if the Utility requires Aqua-Metric to forego meter installation services during the project for an entire day or set of days, a daily rate will be applied per installation technician assigned to the project.

4.5. Return Material Authorization (RMA) Procedures

- a. Honeywell shall document and notify Client of any Product(s) suspect of manufacturer defect during the time of meter exchange. Any product suspect

of manufacturer defect will be returned to the Client's facilities. Client shall be responsible to facilitate RMA process with the product manufacturer or its authorized representative.

5. METER SERVICES QUALITY CONTROL

5.1. Field Quality Assurance

- a. Honeywell's Field Supervisor will perform weekly quality assurance evaluations on a portion of completed work orders. Service addresses will be selected at random and reviewed for proper installation and data collection. Honeywell's Field Supervisor will evaluate:
 - i. Job Site Cleanliness
 - ii. Meter Installed Correctly
 - iii. Work Order Accuracy
 - iv. Digital Photos are uploaded and match work order data
 1. In/Out Meter Read
 2. Meter Identification Number
 3. Radio Identification Number
- b. Honeywell's Field Supervisor will coordinate with Client and or Honeywell's technical staff to identify service locations not communicating with network infrastructure. In the event an installed product is suspect for non-communication, Honeywell will make one on-site attempt to interrogate the product at no expense to Client, provided the meter has not yet passed the completion specified in Section 7.1 below.
 - i. The service site work order will be reopened and assigned to a field technician to troubleshoot the concern. If the malfunction is a direct result of a field technician error or is covered under the manufacturer's warranty, Honeywell will install a replacement at no charge to the Client.
 - ii. Honeywell will not be responsible for failure not directly related to meter exchange services detailed herein. In the event of such failure, Honeywell can assist Client with developing a resolution plan and can take corrective action in the field for an agreed upon fee.

5.2. Data Quality

- a. Honeywell will review new meter and radio number information for accuracy prior to transmission of the meter swap file.
- b. Honeywell's Data Analyst will review a portion of all work orders captured within NovusCenter to confirm proper data collection and integrity while tracking and recording any anomalies.
 - i. If Honeywell's Data Analyst identifies discrepancies or issues with the data captured by a specific technician, the Field Supervisor will be notified to review one hundred percent (100%) of all data captured by the technician over one week and determine whether additional investigation is necessary. The field Supervisor will reopen any work orders as

necessary and reassign to the technician for review and/or data correction.

6. REPORTS

6.1. Honeywell can provide the following report(s) upon request:

- a. Swap File Report – Information for billing system updates.
- b. Installation Report – Total quantities of installed product for the previous week and a total of installs to date.
- c. Return to Utility (“RTU”) Report – All accounts that have been Returned to Utility (RTU). The report will identify the affected accounts and the reasons for the RTUs.
- d. Incident Report – Document any reported issues involving Honeywell personnel, installation issues, customer complaints, accidents and/or damages as they are identified.

7. SUBSTANTIAL COMPLETION

- 7.1. Service sites shall be deemed complete once one reading has been received into the RNI.
- 7.2. Honeywell will dispatch a technician to troubleshoot any account not transmitting to the RNI. If the meter fails because of an installation related issue as defined in Section 9 – Standard Installation Warranty, Honeywell shall not charge Client to correct the issue.
- 7.3. An active route will be considered substantially complete when ninety percent (90%) of meters within the route have been exchanged or Returned to Utility (RTU). Subsequent routes shall be available for meter exchange services prior to route acceptance of the active route.
- 7.4. In a phased deployment, the Phase shall be considered Substantially Complete when Honeywell has successfully exchanged or Returned to Utility (RTU) a minimum of ninety percent (90%) of the meter quantity allocated for the respective phase.
- 7.5. In a full deployment, the Meter Services will be considered Substantially Complete when Honeywell has successfully exchanged or Returned to Utility (RTU) a minimum of ninety percent (90%) of the meter quantity allocated for the entire Project.

8. PROJECT CLOSE-OUT

8.1. Route Acceptance

- a. Honeywell will verify all meters assigned to the Honeywell for exchange have either been successfully installed or Returned to Utility (RTU).
- b. Client will review and sign off on completion of the route.
- c. Coordinate with Client and Honeywell technical team to generate an electronic report demonstrating all service accounts are in compliance with the provisions of Section 7.1.

- d. Honeywell verifies all routes have been accepted and signed off by the Client.
- 8.2. Demobilization
- a. Clean up and return any facilities provide by Client.
 - b. Return any Client provided equipment to appropriate personnel.
 - c. Transfer overstock or planned inventory back to Client.
- 8.3. Meter Services Project Acceptance
- a. Provide Meter Services Project Acceptance documentation.
 - i. Final report of completed service accounts
 - ii. Final report of RTU service accounts
 - iii. Final Route Acceptance Sign-Off

9. STANDARD INSTALLATION WARRANTY

- 9.1. Honeywell warrants the quality of workmanship and services provided herein to be reasonably free from defects for a period of thirty (30) days from the date the service was provided.
- 9.2. Standard Installation Warranty is only applicable to the services rendered during the time of meter exchange if the failure is reasonably evident of a faulty meter exchange service provided by Honeywell or its subcontractor.
- 9.3. Honeywell does not warrant defective product(s) or materials used to complete the meter exchange service. Such products will be subject to the manufacturer(s) product warranty guidelines. All product or material warranty concerns shall be facilitated by the product supplier(s) and/or manufacturer(s).
- 9.4. Honeywell does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side
- 9.5. Standard Installation Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".
- 9.6. Client shall notify Honeywell of any warrantable concern(s) within five (5) days of Client becoming aware of suspect failure.
- 9.7. Client acknowledges Honeywell is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition; debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, etc. Due to the unknown condition(s), Honeywell does not warrant against damage(s) or defect(s) to plumbing, household fixtures, Sloan valves, or appliances.
- 9.8. Honeywell reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of a warrantable concern, Honeywell, at its sole discretion, may invoice Client for any time and expense incurred to inspect

the worksite. Honeywell will not be held responsible for any unauthorized repair(s) performed by Client, Client's resident or business customer, or any third-party repair company.

10. GENERAL

10.1. Honeywell Identification

- a. All personnel working on the Project shall be clearly identifiable as an authorized employee conducting business on behalf of Honeywell and the Client through Honeywell branded uniforms.
 - i. T-Shirts – Field personnel will be required to wear a Navy or Grey t-shirt with the “Aqua-Metric” logo above the left breast and the text “Aqua-Metric Sales Company” beneath the logo.
 - ii. Identification Badge – Each technician will be required to carry a company issued identification badge on their person. The badge shall display the “Aqua-Metric” logo with the text “Authorized Utility Contractor” printed, technician name, a photo of the technician's face, and the technician's employee number.
 - iii. Safety Vest – When working in high traffic areas, field personnel will be required to wear traffic rated safety vests with the text “Authorized Utility Contractor” printed on the back of the vest.
 - iv. Vehicles – All vehicles shall have a magnetic sign attached to both front driver and passenger doors identifying the vehicle as authorized personnel. The magnet shall be no less than 24-inches wide and 12-inches tall with the “Aqua-Metric” logo clearly identifiable and the text “Authorized Utility Contractor” affixed below the logo.
 - v. If Client requires utility specific identification, such identification will be provided by the Client.

10.2. Clarifications and Assumptions

- a. Honeywell assumes Client will provide scheduling services. If needed and upon request by Client, Honeywell may price scheduling services through the duration of the meter deployment.
- b. Honeywell assumes Client will provide print material, including but not limited to door hangers or information handouts. Honeywell agrees to distribute Client provided printed material after the meter exchange is performed but not prior to the exchange. Client acknowledges and agrees Honeywell will not be expected to distribute printed material at any time other than while onsite during the meter exchange.
- c. All materials removed from the field (e.g. retired meters, debris, trash) will be returned and/or disposed of at Client facility.
- d. Any account which the meter is unable to be located, is inaccessible, requires special equipment, additional materials or labor to successfully complete will

be flagged as Returned to Utility (RTU). No additional work will be provided without prior authorization from the Client.

- e. In the event an account is flagged as RTU, Honeywell will transfer all responsibility to Client and be relieved of any responsibility of returning to the account in effort to complete a meter exchange.
 - i. Client may request Honeywell return to an RTU account to perform the meter exchange service, at which time Honeywell may invoice for the meter exchange. In the event a technician returns to an RTU account not inside the active route being work at the time of the technicians return and is unable to perform the services during the additional attempt resulting in an additional RTU, Honeywell may invoice Client for a Site Visit fee for the trip.
- f. Standard meter exchange services do not include alterations or restorations to concrete, asphalt or landscaping. These accounts will be Returned to Utility (RTU) on occurrence and quoted accordingly prior to proceeding with the alteration or restoration service(s).
- g. All parts or specialty labor required and not quoted herein may be supplied at cost plus fifteen percent.
- h. Pricing does not include traffic control and if required, will be priced on occurrence.

EBI (ENTERPRISE BUILDING INTEGRATOR) AND COMMAND AND CONTROL SUITE

Honeywell Enterprise Buildings Integrator (EBI) is a suite of applications that provide a complete solution for the information access and control needs of one or more buildings. EBI is targeted at key building functions. These requirements can be met by separate EBI systems or by a single, integrated EBI system. EBI can be used for the following applications:

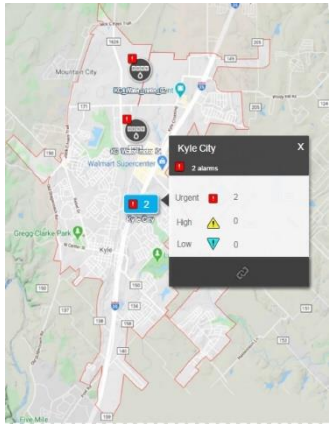
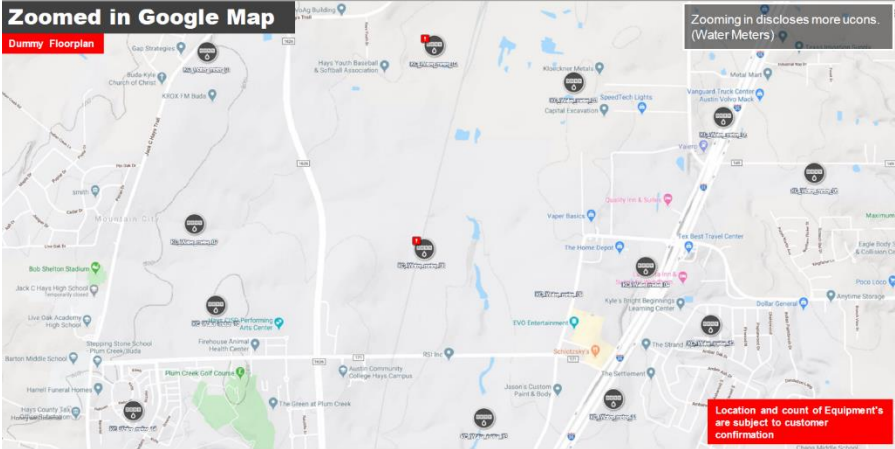
- a. Building Management EBI is targeted at HVAC control. In addition to the traditional interfaces with Honeywell Excel5000 controllers, EBI now includes an interface to legacy Honeywell R7044 controllers such as Excel Plus and HPEP. Open Systems are also supported with a direct LonWorks, OPC, Modbus, and BACnet capabilities.
- b. Energy Management – Honeywell Energy Manager is aimed at optimizing energy usage in your facility. The Energy Manager system monitors your energy meters, validates data, provides information for forecasting and load prediction and ultimately enables you to optimize the use of equipment to reduce energy costs. Honeywell Energy Manager has its own Sales Guide that can be referred to if you would like more information on this application.
- c. Access Control and Security Management EBI provides interfaces to Security Panels, Access Controllers and CCTV switchers. Advanced security features and options like Alarm Management, Deadman Timer and Guard Tour are available to provide a comprehensive security solution.
- d. Video Surveillance - Honeywell Digital Video Manager provides management of a digital video surveillance system consisting of a large number of cameras on a network. Honeywell Digital Video Manager (Honeywell DVM) has its own Sales Guide and its own Specifier that can be referred to for more information.
- e. Life Safety Management EBI has monitoring and control for Fire Alarm Systems and Smoke Control. The provision of the BACnet Life Safety module affords the control and indication of specified controllers: Gent Vigilon, SMSSenTRI and ESSER IQ8 and FlexES EN systems (Europe only). The EBI Life Safety Manager also provides interfaces to Honeywell's Excel Life Safety (XLS-80e/140/200/1000/2000/3000) family of products as well as the Honeywell FS90Plus Fire Panel. EBI is exclusive UL864 Listing for Ethernet based life safety control and monitoring. The UL Compliance option within Life Safety Manager is also used for High Security Applications where UL Security Listings are required.

Command and Control Suite - The Command and Control Suite (CCS) helps streamline complex operations by better coordinating your systems, teams, and devices, even across distributed facilities. CCS is a suite of applications for diverse interfaces (desktops, laptops, tablets, wall-mounted touchscreens, as well as web browsers) designed to facilitate enterprise operations from virtually anywhere.

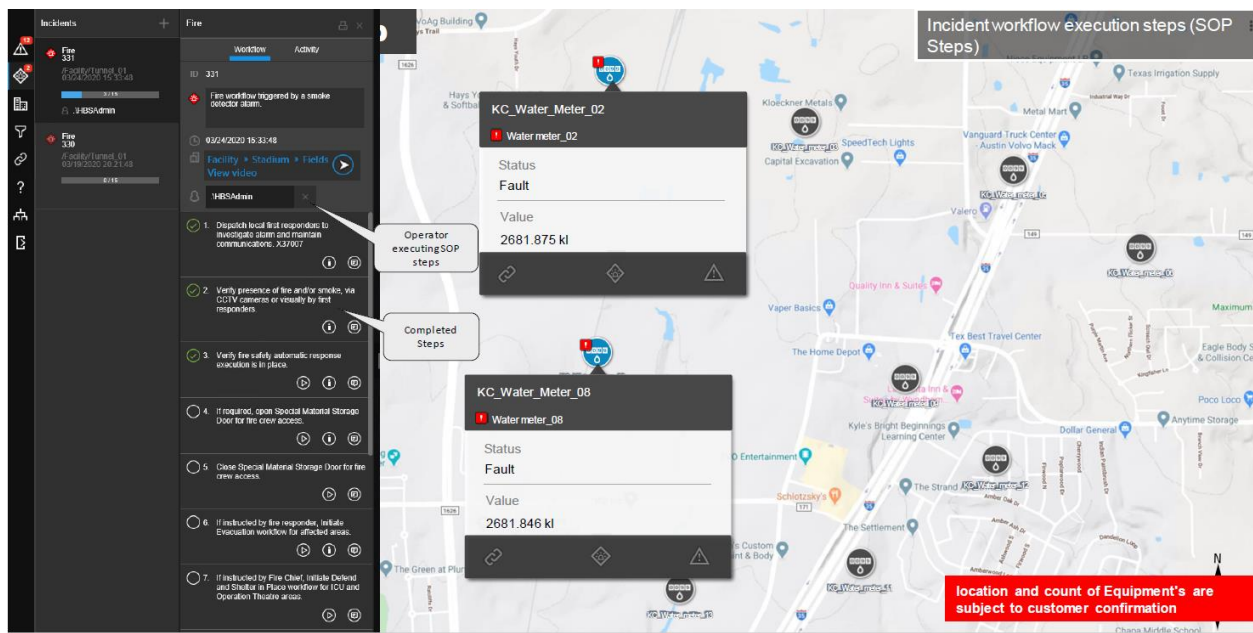


An intuitive map-based interface makes critical information easier to access quickly, and with Incident Workflows, you can use standard operating procedures (SOPs) to efficiently respond to a variety of situations.

Map - Map-based navigation displays information only as needed for detailed yet intuitive navigation, and supports touch control for faster use and training, and cross-skilled teams.



Incident Workflow - Incident Workflow helps guide users through the decision-making and response process during critical situations. By seamlessly integrating emergency operations with enterprise applications, Incident Workflow will help reduce risk, promote continuity and increase productivity throughout your business.



Collaborate to Reduce Costs - You can often develop a more rapid incident response by thinking outside the control room – Incident Workflow allows first responders, operations and facility staff to cooperatively respond to incidents from multiple devices.

Manage Incidents. Reduce Risk. - By combining business-critical Standard Operating Procedures (SOP) with automated and manual detection of incidents, you can promote reduced disruption to your business. With immediate access to SOPs, operators are guided through potential responses in near real-time, reducing potential impact and the risk of incident escalation.

You can easily link SOPs to multiple locations within your building, providing users with relevant information regarding specific issues. And because all these functionalities are promptly available through an intuitive interface, it promotes reduced response times and improved effectiveness.

Simple Yet Powerful - Incident Workflow is powered by the unseen intelligence of BMS and employs advanced user experience design across multiple devices – Honeywell Command Wall, desktop or tablet. Incident Workflow's clear and easy-to-understand workflow typically reduces training requirements and administration and helps provide increased confidence in the user.

Automated Productivity - There's no need for information to be manually written with Incident Workflow – all reports can be automatically retrieved and accurately reproduced, often increasing productivity and reducing costs. You can also manage scheduled events with simplicity, such as regular maintenance or security checks, helping to reduce the chance of manual error.

Building Confidence in Compliance - As events occur you can access visualization of progress, priority, comments and owners. This automated system can also be used to demonstrate enhanced security, safety and readiness to respond – increasing stakeholder trust in business continuity. To further compliance and traceability, you can readily create reports that demonstrate adherence to established protocols. Following an incident, you can recall user actions, including a time-stamp and their name. This analysis of individual events allows you to plan and better prevent future incidents, helping to reduce long-term costs and optimizing resource management.

Honeywell Software Assurance

Honeywell Software Assurance (HSA) is an enhanced software service agreement between you and Honeywell. HSA is an integral part of the Honeywell Life Cycle management program where the Honeywell service organization can work closely with customers and proactively manage their system. You benefit from software upgrades and updates, cloud connectivity, easy integration of Outcome Based Services (OBS) and Honeywell Remote Management (HRM), preferred pricing, and more. This is a subscription-based offering, during the length of the agreement – receiving all your software entitlements free of charge during this period.

Honeywell Endpoint Protection – Deep Instinct

Using deep learning, Deep Instinct offers a predictive threat prevention platform. The multi-layer protection is provisioned across pre, on, and post-execution stages. It is based on a prevention first approach, followed by detection & response, automatic analysis, and remediation.

Unlike detection and response-based cybersecurity solutions, which wait for the execution of the attack to react, our advanced preventative approach proactively keeps our customers protected by preventing the attack from entering and causing any damage.

Detect and Prevent:

- Spyware
- Fileless Malware
- File-Based Malware
- Ransomware

Honeywell Secure Connect

Honeywell Secure Connect is the Honeywell approved remote access tool for Honeywell Building Solutions globally. Secure Connect allows Honeywell technicians and engineers to gain authorized remote access to customer systems in a secure and safe manner to allow them to quickly respond to faults or carry out preventative maintenance offsite. All connections and user interaction of this tool are audited and logged.

Honeywell Remote Honeywell Remote Monitoring (HRM)

The Honeywell Remote Monitoring (HRM) analytics platform monitors critical servers and workstations 24x7. The system centrally captures and analyzes vital event information relating to our critical server/station assets, to provide an overall health status of the system, and direct our technicians reactive and preventative maintenance activities more efficiently.

The ongoing network monitoring helps to ensure system availability and cybersecurity, and in many cases will alert Honeywell technicians to problems before they cause an outage, and before the issues are identified manually. A vital benefit of the system is the early identification of actual and potential server problems, and integration to our service management system to auto-create work orders to site technicians.

City of Kyle business relationship is always under the careful management of Business Consultants:

**Luis Montes
512 534 7445
Luis.Montes@honeywell.com
Honeywell Business Consultant**

**Joe Davis
972-310-4070
Joseph.Davis@honeywell.com
Honeywell Sr. Business Consultant**



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 11/17/2020

Date time: 7:00 PM

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

- Runoff Election
- Roller Hockey
- Thanksgiving Holidays
- Kyle Mass Food Distribution Event

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 11/17/2020

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.
 - 104 S. Burlison
 - Bond fund projects and related agreements
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - 201 S. Burlison
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 11/17/2020
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