

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 May 4, 2021, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640; Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>, for the purpose of discussing the following agenda.

Posted this 30th day of April, 2021, prior to 6:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Workshop Meeting Minutes - April 17, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Workshop Meeting Minutes - April 18, 2021. ~ *Jennifer Holm, City Secretary*
3. City Council Special Meeting Minutes - April 20, 2021. ~ *Jennifer Holm, City Secretary*
4. City Council Meeting Minutes - April 20, 2021. ~ *Jennifer Holm, City Secretary*

III. City Manager's Report

5. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- Upcoming Budget Worksessions
- COVID testing and vaccination info
- Parks events and programming
- New Library hours
- Utility Billing System Upgrade
- 9pm Routine Campaign
- Kyle Mass Food Distribution Event

IV. Recognition

6. Recognition of Star Wars Day. ~ *Scott Solo, Millennium Falcon Manager; Mayor Boba Fett Mitchell; Emperor Palpatine Koch, Mayor Pro-Sith Lord; Yoda Ellison; Princess Leia Flores-Cale; Darth Rizo Vader; Ashlee Rey Bradshaw; and K250 Tobias*

V. Recess

VI. Presentation

7. Air Quality Awareness week, May 3-7. ~ *Robert Rizo, Council Member*
8. Asian Pacific American Heritage Month Proclamation. ~ *Dex Ellison, Council Member*
9. National Economic Development Week Proclamation and Celebrating the 15-Year anniversary of the creation and impact of the Economic Development Department. ~ *Travis Mitchell, Mayor*
10. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

VII. 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.

VIII. Consent Agenda

11. Amend the Joint Use Agreement for HCISD Parking Facilities. ~ *J. Scott Sellers, City Manager*
12. Approve a Resolution of the City Council of the City of Kyle, Texas, Authorizing the Acceptance of a Two Year Grant in the Amount of \$90,000 from the Office of the Attorney General, Victim Coordinator and Liaison Grant for the Purpose of Funding the Kyle Police Department's Victim Advocate I Full-Time Position for Fiscal Years 2022 - 2023; Agreeing and Assuring that in the Event of Loss or Misuse of Said Grant Funds, the City Will Return the Total Amount of Funds to the Office of the Attorney General; Authorizing the City Manager to Apply for,

Accept, Reject, Alter or Terminate the Grant on Behalf of the City Council; Finding and Determining that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Providing for an Effective Date; and Making Such Other Findings and Provisions Related Hereto. ~ *Jeff Barnett, Chief of Police*

13. Authorize renewal of the lease contract with COWBOY HARLEY-DAVIDSON OF AUSTIN, TEXAS, for a total of three (3) FLHP Police Electra Glide Harley-Davidson motorcycles and to extend the lease period to expire September 30, 2021, at the lease rate of \$390.00 per month for each motorcycle for a total amount not to exceed \$14,040.00 for lease payments to be made during Fiscal Year 2020-2021. ~ *Jeff Barnett, Chief of Police*

14. (*Second Reading*) An Ordinance of the City of Kyle, Texas Regulating Sex Offender Residency within the City and Establishing Child Safety Zones; Amending Chapter 23 of the Code of Ordinances Entitled “Miscellaneous Offenses” by adding Article XI to be Entitled “Child Safety Zones;” Making it Unlawful for Certain Sex Offenders to Reside within 1000 feet of Premises where Children Commonly Gather; Providing Exceptions to the Ordinance; Prohibiting Property Owners from Renting Real Property to Certain Sex Offenders; Providing Penalties for Violations of the Ordinance; Repealing Ordinances or Parts of Ordinances in Conflict Therewith; Providing a Severability Clause, Findings of Fact and Providing for Open Meetings. ~ *Jeff Barnett, Chief of Police*

City Council voted 6-1 to approve on first reading.

15. Authorize award and execution of a Purchase Order to DOGGETT FREIGHTLINER of SOUTH TEXAS in an amount not to exceed \$197,100.00 for the purchase of one (1) Rosco Maximizer 3B Liquid Asphalt Distributor through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

16. Authorize award and execution of a Purchase Order to CLOSNER EQUIPMENT COMPANY, INC., in an amount not to exceed \$292,100.00 for the purchase of one (1) Rosco 8’ to 16’ Variable Width Chip Spreader through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

17. Authorize award and execution of a Purchase Order to NUECES POWER EQUIPMENT in an amount not to exceed \$81,345.74 for the purchase of one (1) Hamm HD 14 VO DD Roller through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

18. Authorize award and execution of a Purchase Order to NUECES POWER EQUIPMENT in an amount not to exceed \$138,052.36 for the purchase of one (1) Hamm HP 180-15 Pneumatic Roller through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

19. Authorize award and execution of a contract with HALFF ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$20,000.00 for a flood study of the Bunton Branch. ~ *Leon Barba, P.E., City Engineer*
20. Approve Regional Detention & Soccer Field Grading Improvements (SD-21-0097) for Approximately 92.43-Acres, Adjacent to and West of the Union Pacific Railroad and Approximately 2,500 Feet North of Kohler's Crossing. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve the site plan.

IX. Consider and Possible Action

21. (*First Reading*) An ordinance of the City of Kyle, Texas, adopting an amendment to the City's 2010 Comprehensive Plan; Providing for the amendment of the plan by including Manufactured Home Subdivision District 'M-2' and Manufactured Home Park 'M-3' to the New Town Community Land Use District; Providing for Related Matters. (Hadsell Estate - Z-21-0075) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve.

- Public Hearing

22. (*First Reading*) An ordinance of the City of Kyle, Texas, adopting an amendment to the City's 2010 Comprehensive Plan by amending a portion of the Farm District to the Regional Node and to the New Settlement Land Use District; Providing for Related Matters. (FM 812, LLC - JD's Market - Z-21-0076)~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve.

- Public Hearing

23. (*First Reading*) An ordinance of the City of Kyle, Texas, annexing 25.2 acres of land, more or less, located in Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving a service plan for the annexed area; making finding of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Peggy Lehman Jansen and CTX Park - ANNX-21-0008) ~ *Howard J. Koontz, Director of Planning and Community Development*

- Public Hearing

24. Consider possible action to amend the Transportation Master Plan ~ *Leon Barba, P.E., City Engineer*
25. Authorize award and execution of a contract with CADENCE MCSHANE CONSTRUCTION COMPANY in an amount not to exceed \$7,950,000.00 for

the construction of Heroes Memorial Park. ~ *J. Scott Sellers, City Manager*

26. Authorize award and execution of a contract with STODDARD CONSTRUCTION MANAGEMENT, INC., in an amount not to exceed \$4,850,000.00 for the construction of Uptown Central Park and Cultural Trails. ~ *J. Scott Sellers, City Manager*
27. Acceptance of the the Resolution of the Board of Kyle Tax Increment Reinvestment Zone Number Two, as passed on April 29, 2021, authorizing the City Council of the City of Kyle to issue on its behalf Certificates of Obligation bonds in an amount not to exceed five million dollars (\$5,000,000.00) for the design and construction of three roads in Uptown Plum Creek development and other related matters and direct the City to prepare a reimbursement agreement between the City and TIRZ #2 for the repayment of debt associated with this bond. ~ *J. Scott Sellers, City Manager*
28. Consider approving a Resolution directing publication of a Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation. ~ *Travis Mitchell, Mayor*
29. Consider approving an Amendment Regarding Declaration related to the Conveyance of the Central Park Parcel to the City and Authorize the City Manager to Execute Documents Related to Closing on the Parcel. ~ *J. Scott Sellers, City Manager*
30. Request council to assign a task force to review, revise and update boards/commissions policy. ~ *Dex Ellison, Council Member*
31. Request council to schedule joint meetings to discuss vision and goals for the year with the P&Z Commission and Parks Board. ~ *Dex Ellison, Council Member*

X. Executive Session

32. 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.
 - Sales Tax Matters
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Acquisition of property for park purposes
 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 Pacific Blue

- Project Eburnean
- Project Gold
- Project SUFC

33. Take action on items discussed in Executive Session.

XI. 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

2021 0417 Minutes

Meeting Date: 5/4/2021
Date time:7:00 PM

Subject/Recommendation: City Council Workshop Meeting Minutes - April 17, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 0417 DRAFT Workshop Minutes

WORKSHOP CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Workshop Session on April 17, 2021 at Viewfinder's Terrace, 7 Hope Blvd, Galveston, Texas 77554 with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Rick Koch
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Robert Rizo
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Paige Saenz, City Attorney
Jerry Hendrix, Chief of Staff
Jennifer Holm, City Secretary
Samantha Armbruster, Comm. Director

Patrick Ibarra

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 12:43 p.m.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

II. Citizen Comment Period with City Council

No members of the public were present.

III. General Discussion

1. Council Retreat for Strategic Visioning. ~ *Travis Mitchell, Mayor*
Priority and Vision setting for the City to include:
 1. Economic Development Projects and Initiatives
 2. Uptown Kyle
 3. Development of Downtown Kyle
 4. Land Development Codes
 5. Capital Improvements Projects and Transportation
 6. City Facilities; Recreation and park improvements
 7. Communications, Branding, and Information Technology
 8. Community Development and Beautification
 9. Comprehensive plan
 10. Public Safety
 11. Police Facilities
 12. Seniors
 13. Organizational culture and performance measures
 14. Finance and budget
 15. Events
 16. Boards, Commissions and Committees(Topics may be taken up out of order)

Patrick Ibarra of Mejorando Group began the facilitated discussion. Topics included:

- Benefits of Good Government
 - Public Safety
 - Amenities
 - Quality of Life
 - Providing Services
 - Chipotle
 - Public Spaces
 - Infrastructure
 - Physical
 - Social
 - Order of Chaos
 - Smart Growth
 - Quality
 - Strong Economy
 - Wages
- Enhancing Credibility
 - EAR – Easy Accessible Reliable services.
 - Three types of citizens: Fans, Fickle, Frustrated
 - Capital/Trust
 - Social
 - Leadership
 - Political
- Strategies for Creating a More Collaborative, Effective Governing Body

A recess was called at 2:00 p.m. The meeting was called back to order at 2:15 p.m. The discussion continued.

- Refresher on Form of Government
 - Roles of Elected Officials
 - Govern
 - Representative
 - Figure out what people want and need
 - Address problems and find solutions
 - Open and transparent (define)
 - Collaboration and partnerships
 - Communication
 - Tell people the vision
 - Expectations of each other
 - Make a difference
 - Supportive of each other
 - Policy makers
 - Set the budget
 - Role of City Manager
 - Staff efficacy and culture

- Execute the will of Council
- Helps preserve way of life
- Implement strategy
- High Political IQ
- CEO facilitator of Chain of Command
- Balance chaos (Council) and order/hierarchy (Staff)
- Role of Department Directors
 - Expertise
 - Critical Resource
 - Predictability/Consistency
 - Detail oriented
 - Leaders of people, projects, technology
 - Goal oriented
 - High Political IQ
 - Convergent thinking (computation/single answer) vs divergent thinking (multiple answers)
 - Empathy
 - Forward thinking/vertical and lateral thinking
- Role of City Staff
 - Cultural ambassadors
 - Resource of information
 - Team players
 - Embracing your role/core values
- Role of Community Members
 - Opinions
 - Information – needs/issues
 - Participation – more than just voting
 - Engagement
 - Educated and aware

Mr. Sellers presented on Kyle Accountability Standards for Excellence (KASE). Council and staff discussed projects including 104 S. Burluson, Veteran's Memorial Park, Christmas events, Texas Lehigh project, WLE and Beautification, gateway signs, code enforcement, sign pollution, public safety center August 1 estimated for groundbreaking, dispatch update, I-35 lights, Class A Office, Quality of Life, Uptown Park, Cultural Trail, Bond funding, Gregg-Clarke Park bond improvements plan update, June 5 Open House National Trials Day, Uber 3.14 program, Parks Board projects, Household Survey results coming soon, Meter Audit, Windy Hill Road Improvements, Old Post Road Improvements, Rail Siding Relocation, Grant funding, and Sidewalk repair.

Mr. Ibarra resumed his facilitation. Discussion took place about Government VUCA (volatility, uncertainty, complexity, and ambiguity) with regard to Politics and Citizen Activism, Legislation and Legal, Technology and Service Delivery, Shifting Demographics, Changing Employee Expectations, Economic and Environmental, and Social Media.

Trends: Defunding police, aggressive driving, Homelessness, Self-Checkout, AV and Drones, Energy Efficiency, Housing Market, Rising expectations, Drug, Remote learning, Working from home, wages, decrease in office space, and growth.

Focus Areas:

- Quality of Life
 - Infrastructure
 - Sidewalks
 - Streetlights
 - Traffic
 - Amenities
- Public Safety
 - Facilities
 - Compensation
 - Staffing Levels
 - Sworn/Non-Sworn
 - Nature of Crime – Drugs, Traffic, Growth
- Business Growth
 - More Selection of Restaurants
 - Stay the Course
 - Commercial
- Community Development and Image
 - Code Enforcement
 - ROW Maintenance
 - Signage
 - Development and Community Standards
 - Programming
 - Pride
 - Development Image
- Capital Improvements
- Communications
 - a. Simple website

IV. Adjourn

With no further business to discuss, the City Council adjourned at 5:49 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2021 0418 Minutes

Meeting Date: 5/4/2021

Date time:7:00 PM

Subject/Recommendation: City Council Workshop Meeting Minutes - April 18, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 0418 DRAFT Workshop Minutes

WORKSHOP CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Workshop Session on April 18, 2021 at Viewfinder's Terrace, 7 Hope Blvd, Galveston, Texas 77554 with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Rick Koch
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Robert Rizo
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Paige Saenz, City Attorney
Jerry Hendrix, Chief of Staff
Jennifer Holm, City Secretary
Samantha Armbruster, Comm. Director

Patrick Ibarra

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 9:04 a.m.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

II. Citizen Comment Period with City Council

No members of the public were present.

III. General Discussion

1. Council Retreat for Strategic Visioning. ~ *Travis Mitchell, Mayor*
Priority and Vision setting for the City to include:
 1. Economic Development Projects and Initiatives
 2. Uptown Kyle
 3. Development of Downtown Kyle
 4. Land Development Codes
 5. Capital Improvements Projects and Transportation
 6. City Facilities; Recreation and park improvements
 7. Communications, Branding, and Information Technology
 8. Community Development and Beautification
 9. Comprehensive plan
 10. Public Safety
 11. Police Facilities
 12. Seniors
 13. Organizational culture and performance measures
 14. Finance and budget
 15. Events
 16. Boards, Commissions and Committees(Topics may be taken up out of order)

Patrick Ibarra of Mejorando Group continued the facilitated discussion.

- Quality of Life
 - Infrastructure
 - Sidewalks (Bike lanes – Shared Use)
 - Current approaches
 - Promote
 - Safety
 - Grant
 - Connectivity
 - Supply / Repairs
 - Include into new road and construction
 - Center Street
 - Bunton
 - Stagecoach Road
 - Resource to Secure Federal Dollars

A recess was called at 10:17 a.m. The meeting was called back to order at 10:43 a.m. The discussion continued.

- Public Safety
 - Facilities
 - Compensation
 - Staffing Levels
 - Sworn/Non-Sworn
 - Nature of Crime – Drugs, Traffic, Growth
 - Prop F Ordinance
 - Workshop, then Public Hearing
- Capital Improvements
 - Road Projects Bond
 - Preliminary numbers discussion/framework to be held at May 1 Budget Workshop
- Community Development and Image
 - Code Enforcement
 - ROW Maintenance
 - Signage
 - Development and Community Standards
 - Programming
 - Pride
 - Development Image
 - Programming
 - Downtown
 - Public art/theater
 - Holiday Lights
 - Heritage Festivals
 - Parades

- Low Impact Development
- Comprehensive Plan
- Value Added Priorities

IV. Adjourn

With no further business to discuss, the City Council adjourned at 12:15 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2021 0420 Minutes

Meeting Date: 5/4/2021

Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - April 20, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2021 0420 DRAFT Special Council Meeting Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on April 20, 2021 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
Mayor Pro Tem Rick Koch
Council Member Dex Ellison (v)
Council Member Yvonne Flores-Cale
Council Member Robert Rizo (v)
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager (v)
Paige Saenz, City Attorney
Jerry Hendrix, Chief of Staff
Samantha Armbruster, Communications Dir.
Jennifer Holm, City Secretary
Leon Barba, City Engineer
Jo Ann Garcia, Engineer - I (v)
Diana Torres, Economic Dev Director (v)
Matt Dawson, IT Director
Grant Bowling, Video Production Specialist

I. Call Meeting to Order

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

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

II. Citizen Comment Period with City Council

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

III. Executive Session

1. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - City Lights and Kyle Marketplace Subdivision/Development
 - Changeable Electronic Variable Message Sign

- Downtown Utilities
 - Prairie Lakes MUD
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 Eburnean
 - Project Pacific Blue
 - Project Mulberry
 - Project Apricot

Council Member Bradshaw read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 – City Lights and Kyle Marketplace Subdivision/Development; Changeable Electronic Variable Message Sign; Downtown Utilities; Prairie Lakes MUD; 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 Eburnean; Project Pacific Blue; Project Mulberry; Project Apricot.”

The City Council convened into executive session at 6:03 p.m.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:05 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IV. Adjourn

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

With no further business to discuss, the City Council adjourned at 7:05 p.m.

Attest:

Travis Mitchell, Mayor

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2021 0420 Minutes

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: City Council Meeting Minutes - April 20, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2021 0420 DRAFT Regular Council Meeting Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on April 20, 2021 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	Michael Kloss
Mayor Pro Tem Rick Koch	Joseph Freeman
Council Member Dex Ellison (v)	Joe Savak
Council Member Yvonne Flores-Cale	Megan Wills
Council Member Robert Rizo (v)	James King
Council Member Ashlee Bradshaw	
Council Member Michael Tobias	
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Paige Saenz, City Attorney	
Jerry Hendrix, Chief of Staff	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Diana Torres, Economic Dev Director (v)	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director (v)	
Matt Dawson, IT Director	
Grant Bowling, Video Production Specialist	
Paul Phelan, Library Director (v)	
Mariana Espinoza, PARD Director	
Howard Koontz, Community Dev Director (v)	
Jeff Barnett, Chief of Police	
Pedro Hernandez, Police Captain	
Catlyn Bone, Police Sergeant	
Dago Pates, Police Officer	
Harper Wilder, Public Works Director (v)	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:05 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 Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

II. Approval of Minutes

1. City Council Special Meeting Minutes - April 6, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - April 6, 2021. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Tobias moved to approve the minutes of the April 6, 2021 Special Council Meeting and the minutes of the April 6, 2021 Council Meeting. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

III. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:07 p.m.

Michael Kloss was called to speak as registered in favor/opposition of Item No. 14, 6, and 8. He stated that the pool needs repairs, but Item No. 8 should come before Item No. 6. He asked whether there is a time frame entered into the contract so that citizens can know what to expect. He also spoke in favor of Item No. 14.

Joseph Freeman was called to speak. He spoke about Item No. 14. He stated he generally does not come to these meetings because these meetings are one sided and biased. He stated that he is a father of three and is also a registered sex offender due to a small legal technicality. He believes once a punishment has been served, that should be the end of it. He was informed that individuals with certain sex offenses are prohibited under this ordinance from decorating their property for Halloween and not being able to have their porch light on. He stated that he views decorations for Halloween the same as Christmas and other holidays. He spoke about being a property owner who pays property taxes, and he cannot decorate his property. He spoke about his 12-year-old daughter who will want to pass out candy in the next couple years and she will not be able to.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:13 p.m.

IV. Presentation

3. Presentation by Texas State University's MBA Capstone group on Uber Kyle \$3.14 program. ~ *Samantha Armbruster, Director of Communications*

Mayor Mitchell brought forward Item No. 3 for discussion. Ms. Armbruster introduced Joe Savak with Texas State who presented the item. Ms. Megan Wills also provided information relevant to the item. No action was taken.

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

Mayor Mitchell brought forward and presented the CIP/Road Projects and Consent Agenda Presentation. Mr. Barba presented the update. Ms. Espinoza presented Item Nos. 5 and 6. No action was taken.

V. Consent Agenda

Mayor Mitchell brought forward Consent Agenda Item Nos. 5, 6, and 7 for consideration.

5. Declaring additional parks maintenance equipment as surplus and directing city staff to identify equipment to be placed on the surplus property listing and the equipment to be declared without value to be disposed or recycled. ~ *Mariana Espinoza, Director of Parks & Recreation*
6. Authorize award and execution of a Purchase Order to ATLANTIS AQUATICS GROUP through Buyboard purchasing cooperative contract # 613-20, for an amount of \$71,250.00 to replaster the James Adkins Pool. ~ *Mariana Espinoza, Director of Parks & Recreation*
7. Approve the vacation of a 50 foot access easement to the Roland Lane Elevated Storage Tank. ~ *Leon Barba, P.E., City Engineer*

Mayor Pro Tem Koch moved to approve Consent Agenda Item Nos. 5, 6, and 7. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

VI. Consider and Possible Action

8. Authorize award and execution of a Purchase Order to THE BRANDT COMPANIES, LLC., through BuyBoard purchasing cooperative contract #638-21, for an estimated amount of \$130,000 to repair damages in the plumbing system located underground and inside walls at the James Adkins Pool. Final repair costs may exceed the initial cost estimate. ~ *Mariana Espinoza, Director of Parks & Recreation*

Mayor Mitchell brought forward Item No. 8 for discussion. Ms. Espinoza presented the item. James King with Brandt also provided information on this item. Mr. Moheet provided information related to inquiries on financing these repairs.

Mayor Pro Tem Koch left the dais at 7:36 p.m.

Council Member Rizo moved to authorize award and execution of a Purchase Order to THE BRANDT COMPANIES, LLC., through BuyBoard purchasing cooperative contract #638-21, for an estimated amount of \$130,000 to repair damages in the plumbing system located underground and inside walls at the James Adkins Pool. Final repair costs may exceed the initial cost estimate. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 6-0. Mayor Pro Tem Koch was absent for the vote.

9. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 14.08 acres of land from Single Family-1 'R-1' to Townhome District 'R-1-T' for property located at the north corner of Live Oak Street and St. Anthony's Drive, in Hays County, Texas. (WS Live Oak Kyle, LLC - Z-21-0072)
~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-1 to recommend approval of the request.

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

Mayor Mitchell brought forward Item No. 9 for discussion.

Council Member Rizo moved to an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 14.08 acres of land from Single Family-1 'R-1' to Townhome District 'R-1-T' for property located at the north corner of Live Oak Street and St. Anthony's Drive, in Hays County, Texas. (WS Live Oak Kyle, LLC - Z-21-0072) Council Member Ellison seconded the motion. All votes aye; motion carried 6-0. Mayor Pro Tem Koch was absent for the vote.

10. Acceptance of the City's Comprehensive Annual Financial Report (CAFR) and the Independent Auditor's Report for the Fiscal Year ended September 30, 2020. ~ *Perwez A. Moheet, CPA, Director of Finance & Tino Robledo, CPA, RSM US, LLP, Certified Public Accountants*

Mayor Mitchell brought forward Item No. 10 for discussion. Mr. Moheet presented the item.

Mayor Pro Tem Koch returned to the dais at 7:49 p.m.

Council Member Ellison moved to approve acceptance of the City's Comprehensive Annual Financial Report (CAFR) and the Independent Auditor's Report for the Fiscal Year ended September 30, 2020. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

11. *(First Reading)* An ordinance amending Chapter 53 (Zoning) for the purpose of amending PUD documentation related to approximately 107.247 acres of land to allow impervious surfaces calculations for two or more lots within the 'PUD' that may be combined and considered as a whole, such that the impervious cover across the lots remains in accordance with the City of Kyle limits by district type for property located on Vista Ridge Dr. and Gateway Blvd., in Hays County, Texas. (RR HPI, LLC - Z-21-0077) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-1 to approve the request.

- Public Hearing

Mayor Mitchell brought forward Item No. 11 for discussion. Mr. Koontz presented the item.

Mayor Mitchell opened the public hearing at 8:05 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:05 p.m.

Council Member Ellison moved to approve an Ordinance amending Chapter 53 (Zoning) for the purpose of amending PUD documentation related to approximately 107.247 acres of land to allow impervious surfaces calculations for two or more lots within the 'PUD' that may be combined and considered as a whole, such that the impervious cover across the lots remains in accordance with the City of Kyle limits by district type for property located on Vista Ridge Dr. and Gateway Blvd., in Hays County, Texas. (RR HPI, LLC - Z-21-0077) Mayor Pro Tem Koch 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.

12. A Resolution of the City of Kyle, Texas, Demonstrating Support and Enthusiasm for the Texas Legislature’s Bills HCR 12 and SCR 22, Which if Passed, Would Designate the City of Kyle as the Official Pie Capital of Texas. ~ *Samantha Armbruster, Director of Communications*

Mayor Mitchell brought forward Item No. 12 for discussion. Ms. Armbruster presented the item. Mr. Hendrix also provided relevant information.

Council Member Rizo moved to approve a Resolution of the City of Kyle, Texas, Demonstrating Support and Enthusiasm for the Texas Legislature’s Bills HCR 12 and SCR 22, to assist in the official branding for the naming of the City of Kyle as the Official Pie Capital of Texas. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Council Member Tobias stated that while we have only one Pie Company in Kyle, he compared to Austin as the Music Capitol of the World, and their music scene is almost nonexistent. He asked whether this could be an incentive for other pie companies to come to Kyle. Ms. Armbruster spoke about brand, parade, attractions, and economic development. Mayor Pro Tem Koch thanked State Representative Erin Zwiener and State Senator Donna Campbell for their support and Jerry Hendrix for going to the Capitol.

All votes aye; motion carried 7-0.

Mayor Mitchell left the dais at 8:14 p.m.

13. A Resolution of the City Council of the City of Kyle, Texas Providing no Objection to the Submission of an Application for Low Income Housing Tax Credits to the Texas Department of Housing and Community Affairs for the Proposed Balcones Trails Multifamily Housing Project Located at 601 Philomena Drive; Approving Findings Related to the Application; Imposing Conditions for Such Non-Objection and Declaring an Effective Date. ~ *James R. Earp, Assistant City Manager*

- Public Hearing

Mayor Pro Tem Koch brought forward Item No. 13 for discussion. Mr. Earp presented the item.

Mayor Pro Tem Koch opened the public hearing at 8:16 p.m. With no one wishing to speak, Mayor Pro Tem Koch closed the public hearing at 8:16 p.m.

Council Member Rizo moved to approve a Resolution of the City Council of the City of Kyle, Texas Providing no Objection to the Submission of an Application for Low Income Housing Tax Credits to the Texas Department of Housing and Community Affairs for the Proposed Balcones Trails Multifamily Housing Project Located at 601 Philomena Drive; Approving Findings Related to the Application; Imposing Conditions for Such Non-Objection and Declaring an Effective Date. Council Member Tobias seconded the motion. All votes aye; motion carried 6-0. Mayor Mitchell was absent for the vote.

14. *(First Reading)* An Ordinance of the City of Kyle, Texas Regulating Sex Offender Residency within the City and Establishing Child Safety Zones; Amending Chapter 23 of the Code of Ordinances Entitled “Miscellaneous Offenses” by adding Article XI to be Entitled “Child

Safety Zones;” Making it Unlawful for Certain Sex Offenders to Reside within 1500 feet of Premises where Children Commonly Gather; Providing Exceptions to the Ordinance; Prohibiting Property Owners from Renting Real Property to Certain Sex Offenders; Providing Penalties for Violations of the Ordinance; Repealing Ordinances or Parts of Ordinances in Conflict Therewith; Providing a Severability Clause, Findings of Fact and Providing for Open Meetings. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell returned to the dais at 8:16 p.m. and brought forward Item No. 14 for discussion. Chief Barnett presented the item along with Officer Pates.

Council Member Flores-Cale moved to approve an Ordinance of the City of Kyle, Texas Regulating Sex Offender Residency within the City and Establishing Child Safety Zones; Amending Chapter 23 of the Code of Ordinances Entitled “Miscellaneous Offenses” by adding Article XI to be Entitled “Child Safety Zones;” Making it Unlawful for Certain Sex Offenders to Reside within 1,000 feet of Premises where Children Commonly Gather; Providing Exceptions to the Ordinance; Prohibiting Property Owners from Renting Real Property to Certain Sex Offenders; Providing Penalties for Violations of the Ordinance; Repealing Ordinances or Parts of Ordinances in Conflict Therewith; Providing a Severability Clause, Findings of Fact and Providing for Open Meetings. Council Member Tobias seconded the motion. Motion carried 6-1 with Mayor Mitchell dissenting.

VII. City Manager's Report

15. 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*

Mr. Sellers presented the results of the Annual Community Survey. He shared the Upcoming FY22 Budget dates. Mr. Sellers provided information about COVID Testing and Vaccines, and the partnership with Erin Zweiner's Office at Texas State and Lehman High School. He mentioned Economic Development Week programming during May 9-15th. Mr. Sellers continued with the Mass Food Distribution events taking place on April 24th, May 22nd, and June 26. He spoke about summer camp registration, open now, and family skate night at Ash Pavilion beginning this Friday, April 23rd. He also mentioned AIMS training for the City Council and senior administration. Council Member Tobias requested those that are receiving food make room in their trunks for the large boxes.

VIII. Executive Session

16. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - City Lights and Kyle Marketplace Subdivision/Development
 - Changeable Electronic Variable Message Sign
 - Downtown Utilities
 - Prairie Lakes MUD

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 Eburnean
 - Project Pacific Blue
 - Project Mulberry
 - Project Apricot

Mayor Mitchell read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - City Lights and Kyle Marketplace Subdivision/Development; Changeable Electronic Variable Message Sign; Prairie Lakes MUD.”

The City Council convened into executive session at 8:43 p.m.

17. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 9:47 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IX. Adjourn

Mayor Mitchell moved to adjourn. Council Member Tobias seconded the motion. All votes aye; motion carried 4-0. Council Members Ellison, Bradshaw, and Flores-Cale were absent for the vote.

With no further business to discuss, the City Council adjourned at 9:47 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 5/4/2021

Date time: 7:00 PM

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

- Upcoming Budget Worksessions
- COVID testing and vaccination info
- Parks events and programming
- New Library hours
- Utility Billing System Upgrade
- 9pm Routine Campaign
- Kyle Mass Food Distribution Event

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Star Wars Day Recognition

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Recognition of Star Wars Day. ~ *Scott Solo, Millennium Falcon Manager; Mayor Boba Fett Mitchell; Emperor Palpatine Koch, Mayor Pro-Sith Lord; Yoda Ellison; Princess Leia Flores-Cale; Darth Rizo Vader; Ashlee Rey Bradshaw; and K250 Tobias*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Air Quality Awareness Proclamation

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Air Quality Awareness week, May 3-7. ~ *Robert Rizo, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Asian Pacific American Heritage Month

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Asian Pacific American Heritage Month Proclamation. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

ED Week

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: National Economic Development Week Proclamation and Celebrating the 15-Year anniversary of the creation and impact of the Economic Development Department.
~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 5/4/2021

Date time: 7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

HCISD Parking Facilities

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Amend the Joint Use Agreement for HCISD Parking Facilities. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Amendment.Joint.Use.HCISD.TIRZ.ver.1
- Exhibit A Amendment to Joint Use Agreement with COK 20210204

Amendment to the Joint Use Agreement – HCISD Parking Facilities

This Amendment to the Joint Use Agreement—HCISD Parking Facilities (the “**Amendment**”) is entered into between the City of Kyle Reinvestment Zone Number 2 (the “**Zone**”), a tax increment financing zone created under Chapter 311, Texas Tax Code (the “**Zone**”), and Hays Consolidated Independent School District (the “**District**”), a public school district of the State of Texas. The Zone and the District are referred to herein together as the “Parties”.

Recitals

Whereas, the Parties entered into that certain Joint Use Agreement – HCISD Parking Facilities dated effective September 28, 2020 (the “Original Agreement”); and

Whereas, the Parties desire to amend the Original Agreement to add additional land upon which the Zone shall maintain landscaping.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties hereto agree as follow:

Section 1. Amendment. The Original Agreement is amended to add Section 2.1. Additional Landscaping Maintenance, to read as follows:

Section 2.1 Additional Landscaping Maintenance. In addition to maintaining landscaping as provided in Section 2(a), the Zone shall also be responsible for maintaining the landscaping on the land identified as “Limits of the Amendment” as shown in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Section 2. Definitions. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement. When used in this Amendment, the term “Agreement” shall mean the Original Agreement, as amended by this Amendment.

Section 3. Miscellaneous.

- (a) **Entire Agreement.** This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
- (b) **Binding Effect.** The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.
- (c) **Effect of Amendment.** The Parties agree that, except as modified hereby, the Original Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Original Agreement, this Amendment will control and modify the Original Agreement.
- (d) **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all

parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

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

**CITY OF KYLE REINVESTMENT ZONE
NUMBER 2**

Attest:

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

**HAYS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Name:
Title:

By: _____
Name:
Title: President, Board of Trustees

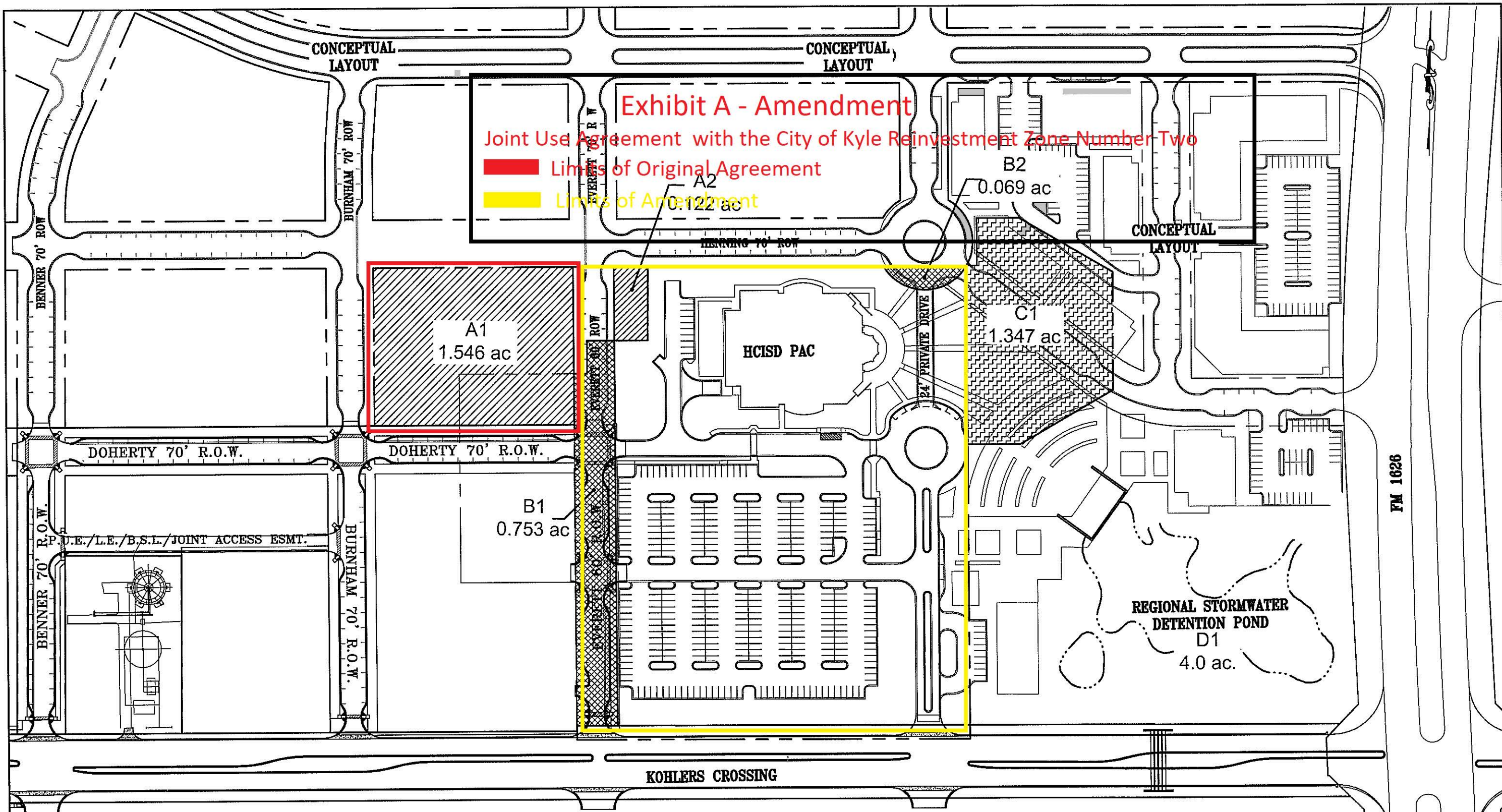
The City of Kyle is executing this Agreement for the purpose of consenting to amendment of this Agreement because the Agreement will be assigned to the City of Kyle upon the termination of the Zone.

CITY OF KYLE, TEXAS

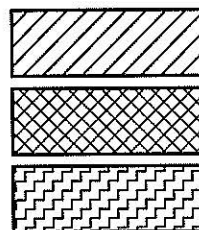
Attest:

By: _____
Name: Jennifer Holm
Title: City Secretary

By: _____
Name: Travis Mitchell
Title: Mayor



PLUM CREEK PHASE I



- A. AREA TO BE DEDICATED TO HAYS CONSOLIDATED ISD FROM PLUM CREEK DEVELOPMENT PARTNERS LTD. TOTAL 1.668 ACRES.
- B. AREA TO BE DEDICATED FOR FUTURE PUBLIC RIGHT-OF-WAY. TOTAL 0.822 ACRES.
- C. AREA TO BE DEDICATED TO PLUM CREEK DEVELOPMENT PARTNERS LTD. FROM HAYS CONSOLIDATED ISD. TOTAL 1.347 ACRES.

**HCISD AND PLUM CREEK
 LAND SWAP EXHIBIT
 JANUARY, 2008**

LOOMIS AUSTIN ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
 3103 Bee Cave Road • Suite 225 • Austin Texas 78746
 Phone: (512) 327-1180 • Fax: (512) 327-4062 • www.loomisaustin.com



CITY OF KYLE, TEXAS

Victim Coordinator and Liaison Grant

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Approve a Resolution of the City Council of the City of Kyle, Texas, Authorizing the Acceptance of a Two Year Grant in the Amount of \$90,000 from the Office of the Attorney General, Victim Coordinator and Liaison Grant for the Purpose of Funding the Kyle Police Department's Victim Advocate I Full-Time Position for Fiscal Years 2022 - 2023; Agreeing and Assuring that in the Event of Loss or Misuse of Said Grant Funds, the City Will Return the Total Amount of Funds to the Office of the Attorney General; Authorizing the City Manager to Apply for, Accept, Reject, Alter or Terminate the Grant on Behalf of the City Council; Finding and Determining that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Providing for an Effective Date; and Making Such Other Findings and Provisions Related Hereto. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Memo and Resolution Regarding Victim's Services Grant Application



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

April 20, 2021

To: Kyle City Council

From: Kelly Delagarza, Victim Services Coordinator *KD*

Re: Resolution

On April 6, 2021 I requested permission to apply for the Victim Coordinator and Liaison Grant through the Office of the Attorney General (OAG) to fund a Victim Advocate I position for 2 years. As a part of the grant application process, the OAG requires a resolution to be submitted. I am requesting that the attached resolution be passed so that it may be submitted with the grant application.



512-268-3232



512-268-2330

111 North Front Street, Kyle, TX 78640

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF A TWO YEAR GRANT IN THE AMOUNT OF \$90,000 FROM THE OFFICE OF THE ATTORNEY GENERAL, VICTIM COORDINATOR AND LIAISON GRANT FOR THE PURPOSE OF FUNDING THE KYLE POLICE DEPARTMENT'S VICTIM ADVOCATE I FULL-TIME POSITION FOR FISCAL YEARS 2022 – 2023; AGREEING AND ASSURING THAT IN THE EVENT OF LOSS OR MISUSE OF SAID GRANT FUNDS, THE CITY WILL RETURN THE TOTAL AMOUNT OF FUNDS TO THE OFFICE OF THE ATTORNEY GENERAL; AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY COUNCIL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

WHEREAS, the city council finds that it in the best interest of the health, safety, and welfare of the city's residents that a victim services advocate I full-time position be funded for Fiscal Year 2022-2023; and,

WHEREAS, the city council finds that authorizing the acceptance of a grant from the Office of the Attorney General, Victim Coordinator and Liaison Grant in the amount of \$90,000 will provide funding for a full-time advocate I position for Fiscal Years 2022-2023;

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

Section 1. Findings. The above recitals are found to be true and correct and are adopted by the city council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization of acceptance of grant. The city council authorizes the acceptance of the said grant for the purpose of providing funding for a full-time advocate I position for Fiscal Years 2022-2023 for the Victim Coordinator and Liaison Grant.

Section 3. Return of grant funds. The city council agrees and assures that in the event of loss or misuse of said grant funds, the total amount of funds will be returned to the Office of the Attorney General.

Section 4. Authorized official. The city manager is authorized to apply for, accept, reject, alter or terminate the grant on behalf of the city council.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by the Open Meetings Act, Chapter 551, Local Government Code, and that public notice of the time, place, and purpose of said meeting was given as required by said Act.

Section 6. Effective Date. This resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle, Texas.

PASSED, and APPROVED this ____ day of _____, 2021.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer A. Holm, City Secretary



CITY OF KYLE, TEXAS

Purchase Order to Cowboy Harley-Davidson for KPD Motorcycle Lease Renewal

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Authorize renewal of the lease contract with COWBOY HARLEY-DAVIDSON OF AUSTIN, TEXAS, for a total of three (3) FLHP Police Electra Glide Harley-Davidson motorcycles and to extend the lease period to expire September 30, 2021, at the lease rate of \$390.00 per month for each motorcycle for a total amount not to exceed \$14,040.00 for lease payments to be made during Fiscal Year 2020-2021. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information: Funding is available in the approved budget of the Police Department for Fiscal Year 2021 for leasing three motorcycles for the Traffic/Patrol Division as follows:

- Funds Available: \$14,040.00
- Budget Coding: 1100-15100-541300

ATTACHMENTS:

Description

- ☐ Cowboy Harley Davidson of Austin

**AMENDED LEASE AGREEMENT
BETWEEN**

**The City of Kyle, as Lessee
And
Cowboy Motorsports of Austin, L.P. dba Cowboy Harley Davidson of Austin, as Lessor**

THIS LEASE AGREEMENT (the Lease), is by and between Cowboy Motorsports of Austin, L/P/ dba Cowboy Harley-Davidson of Austin as Lessor, a corporation duly organized and existing under the laws of the State of Texas, whose address is 10917 S. Ih-35 Austin, Tx 78747 and the City of Kyle, a political subdivision of the State of Texas, as Lessee (**the City**), whose address is 100 W. Center Street, Kyle Tx 78640.

WITNESSETH:

WHEREAS, the City is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into a lease; and

WHEREAS, the City has determined that it is necessary for it to acquire under this Lease three (3) solo, certified, traffic law enforcement motorcycles; and

WHEREAS, Lessor is willing to acquire and lease such Property to the City pursuant to this Lease; the parties hereto recite and agree as follows:

**ARTICLE I
DEFINITIONS AND EXHIBITS**

Section 1.1. Definitions. The terms defined in this Section, shall for all purposes of this Lease, have the following meanings:

Business Day: Each day on which the City is open for business.

Contractor: Each manufacturer or vendor from whom the City has ordered or contracted for the manufacture, delivery, construction, and/or installation of the Property.

Fiscal Year: The twelve (12) month fiscal period of the City which commences on October 1 in every year and ends on the following September 30.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to any Property, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the City Council of the City to appropriate money for any Fiscal Year sufficient for the continued performance of this Lease by the City with respect to any Property Group, which may be evidenced by a budget ordinance or resolution which does not appropriate any moneys to pay the Rental Payments due under this Lease with respect to such Property Group for a designated Fiscal Year.

Payment Date: The date upon which any Rental Payment is due and payable as provided in **Exhibit "B"** as now or hereafter constituted.

Property: Individually or collectively as the context requires, the personal property designated by the City, which shall be described in the attached **Exhibit "A"** as now or hereafter constituted.

Property Group: The Property listed on any addendum of Lease **Exhibit "A,"** comprising a single purchase of a group of items, equipment, construction of building, or associated products.

Rental Payment: The payment due from the City to Lessor on each Payment Date as shown on **Exhibit "B."**

Specifications: The bid specifications and contract documents which the City has executed.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in **Section 4.1.**

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit "A": Attached addendum comprising of a schedule describing each Property Group being leased by the City pursuant to this Lease, including serial numbers thereof which shall be inserted when available, each schedule comprising a number of pages numbered consecutively, each addendum containing the description of all Property comprising a Property Group.

Exhibit "B": A schedule to be completed by Lessor as provided herein and furnished to the City as provided in **Section 3.2**, comprising pages to be consecutively numbered, and each page to contain the date and amount of each Rental Payment coming due during the Lease Term with respect to the Property Group listed on the corresponding addendum of **Exhibit "A."**

ARTICLE II REPRESENTATION, COVENANTS, AND WARRANTIES

Section 2.1. Representations, Covenants, and Warranties of the City. The City represents, covenants, and warrants as follows:

- (a) The City is a municipal corporation and political subdivision of Texas, duly organized and existing under the Constitution and laws of the State.
- (b) The City is authorized under the Constitution laws of Texas and City Charter to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The City will not pledge, mortgage, or assign this Lease, or its duties and obligations hereunder to any other person, firm, or corporation except as provided under the terms of this Lease.
- (d) The City will use the Property during the Lease Term only to perform essential governmental functions.

Section 2.2. Representation, Covenants and Warranties of Lessor.

Lessor represents, covenants, and warrants as follows:

- (a) Lessor is a limited partnership duly organized, existing and in good standing under and by virtue of the laws of the State of Texas, or is duly qualified and in good standing as a foreign corporation

authorized to transact business in the State of Texas; has power to enter into this Lease, is possessed of full power to own and hold personal property, and to lease the same; engages in the leasing of personal property such as the Property in the ordinary course of business; and has duly authorized the execution and delivery of this Lease and all addenda thereto.

ARTICLE III LEASE OF PROPERTY

Section 3.1. Lease. Lessor hereby leases all Property made subject to this Lease to the City, and the City hereby leases such Property from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide the City during the Term of this Lease with the quiet use and enjoyment of the Property, and the City shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease.

Section 3.3. Lessor's Access to Property. The City agrees that Lessor shall have the right at all reasonable times to examine and inspect the Property. The City further agrees that Lessor shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the City to perform its obligations hereunder.

ARTICLE IV TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a 12 month Term commencing upon its date of execution and ending as provided in **Section 4.4.**

Section 4.2. Termination by the City. Lessor agrees and understands that City is a governmental entity and it has projected costs for this Lease/Purchase and Lessee expects to pay all obligations of this Agreement from projected revenue sources, but all obligations of Lessee are subject to annual appropriation by the City Council in future years. In the sole event of Non-appropriation relating to any particular Property Group or specific item within a Property Group, the City shall have the right to terminate this Lease with respect to such Property Group or specific item, at the end of any Fiscal Year of the City. The City may effect such termination by giving Lessor a written notice of termination with respect to such Property Group and by paying to Lessor any Rental Payments and other amounts with respect to such Property Group which are due and have not been paid at or before the end of its then current Fiscal Year. The City shall endeavor to give notice of such termination not less than thirty (30) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease, the City shall deliver possession of such Property Group to Lessor in accordance with **Section 12.3**, and shall convey to Lessor or release its interest in such Property Group within ten (10) days after termination of this Lease with respect to such Property Group.

Section 4.3. Effect of Termination. Upon termination of this Lease with respect to any Property Group, the City shall not be responsible for the payment of any additional Rental Payments coming due, but if the City has not delivered possession and conveyed to Lessor or released its interest in the Property Group within ten (10) days after the date of termination, the termination shall nevertheless be effective, but the City shall be responsible for the payment of the Rental Payments thereafter coming due under the page of **Exhibit "B"** attributable to the number of days after such ten (10) day period during which the City fails to take such action.

Section 4.4. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by the City with respect to all Property Groups in accordance with **Section 4.2**;
- (b) a default by the City with respect to all Property Groups and Lessor's election to terminate this Lease with respect to all Property Groups;
- (c) the payment by the City of all Rental Payments and all other amounts authorized or required to be paid by the City hereunder with respect to all Property Groups.

ARTICLE V RENTAL PAYMENTS

Section 5.1. Rental Payments. The City agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in **Exhibit "B."** All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person(s) or entity to which Lessor has assigned such Rental Payments as specified in **Article XI**, at such place as such assignee may designate by written notice to the City. The City shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America.

Section 5.2. Current Expense. The obligations of the City under this Lease, including its obligation to pay the Rental Payments due with respect to the Property, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of the City for such Fiscal Year and shall not constitute an indebtedness of the City within the meaning of the constitution and laws of Texas. Nothing herein shall constitute a pledge by the City of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of the City in the annual budget of the City and the proceeds or Net Proceeds of the Property, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Rental Payments to be Unconditional. Except as provided in **Section 4.2**, the obligation of the City to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between the City and Lessor or any other person, the City shall make all Rental Payments when due and shall not withhold any Rental Payment pending final resolution of such dispute nor shall the City assert any right of set-off or counterclaim against its obligation to make such Rental Payments required under this Lease. The City's obligation to make Rental Payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, the City may institute such legal action against Lessor as the City may deem necessary to compel the performance of such obligations or to recover damages therefore.

ARTICLE VI INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. The City is covered through the Texas Municipal League.

Section 6.2. Workers' Compensation Insurance. If required by State law, and unless self-insurance is provided by the City, as evidenced by a written certificate specifying the terms and amounts thereof

delivered to Lessor, the City shall carry worker's compensation insurance covering all employees on, in, near, or about

each Property, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the period when the City is required to make Rental Payments with respect thereto.

Section 6.3. City's Negligence. The City assumes all risks and liabilities for loss or damage to any Property and for injury to or death of any person or damage to any property, in any manner arising out of or incident to any possession, use, operation, condition or storage of any Property by the City, whether such injury or death be with respect to agents or employees of the City or of third parties, and whether such property damage be to the City's property or the property of others.

Section 6.4. Casualty Loss and Insurance. If any loss, theft, damage or destruction occurs to any Property in whole or in part from any reason whatsoever ("Casualty Loss"), the City shall immediately notify Lessor of the same and the City shall, unless otherwise directed by Lessor, immediately repair the same. If Lessor reasonably determines that any item of Property has suffered a Casualty Loss beyond repair ("Lost Equipment"), then the City shall pay lessor an amount equal to the value of the equipment at the time of loss.

ARTICLE VII OTHER OBLIGATIONS OF THE CITY

Section 7.1. Use: Permits. The City shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Property. The City shall comply with all state and federal laws applicable to the installation, use, possession, and operation of the Property, and if compliance with any such state and federal law requires changes or additions to be made to the property, such changes or additions shall be made by the City at its expense.

Section 7.2. Maintenance of Property by the City. The City shall maintain, preserve, and keep the Property in good repair, working order and condition, and shall make all repairs and replacements necessary to keep the Property in such condition.

ARTICLE VIII TITLE

Section 8.1. Title. During the Term of this Lease legal title to the property shall be in the name of the Lessor and not City. City is not in default under Article XII, legal title to the Property and any and all repairs, replacements, substitutions, and modifications to it shall be in the City. Upon termination of this Lease, full and unencumbered legal title to such Property Group shall pass to Lessor, and the City shall have no further interest therein. In either of such events, the City shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to such Property Group to Lessor and the termination of the City's interest therein, and upon request by Lessor shall deliver possession of the Property Group to Lessor in accordance with **Section 12.3.**

Section 8.2. Installation of the City's Property. The City may at any time in its sole discretion and at its own expense, install other items of equipment in or upon the Property, which items shall be identified by tags or other symbols affixed thereto as property of the City. All such items so identified shall remain the sole property of the City, in which Lessor shall have no interest, and may be modified or removed by the

City provided that the City shall repair and restore any damage to the Property resulting from the installation, modification, or removal of any such items.

Section 8.3. Modification of Property. The City shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any of the parts of the Property. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such work shall not in any way damage the Property or cause it to be used for purposes other than those authorized under the provisions of state and federal law or those contemplated by this Lease; and the Property, upon completion of any such work shall be of a value which is not less than the value of the Property immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by the City in such manner and on such terms as are determined by the City.

The City will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any repair, replacement, substitution, or modification made by the City pursuant to this Section; provided that if any such lien is established and the City shall first notify Lessor of the City's intention to do so, the City may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with the City in any such contest, upon the request and at the expense of the City.

Section 8.4. Personal Property. The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building.

**ARTICLE IX
[INTENTIONALLY OMITTED]**

**ARTICLE X
[INTENTIONALLY OMITTED]**

**ARTICLE XI
ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING**

Section 11.1. Assignment of Lessor. All of Lessor's right, title and/or interest in and to any Property Group, the Rental Payments and other amounts relating thereto due hereunder, and the right to exercise all rights under this Lease relating to such Property Group may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of the City. No such assignment shall be effective as against the City unless and until the assignor shall have filed with the City a copy of written notice thereof identifying the assignee. The City shall pay all Rental Payments due hereunder relating to such Property Groups to or at the direction of Lessor or the assigned named in the most recent assignment or notice of assignment with respect to such Property Group filed with the City. During the Lease Term, the City shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title, and/or interest in and to any Property Group, the Rental Payments and other amounts due with respect thereto, and the rights granted under this Lease

relating thereto, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by the City. Neither this Lease nor the City's interest in the Property may be assigned by the City without the written consent of Lessor. However, the Property may be subleased by the City, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of the City to make Rental Payments hereunder, shall remain obligations of the City.

(ii) The sublessee shall assume the obligations of the City hereunder to the extent of the interest subleased.

(iii) The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by the City shall cause the Property to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of Texas.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease with respect to any Property Group and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to any Property Group, any one or more of the following events:

(i) Failure by the City to pay a Rental Payment or other payment required to be paid under this Lease with respect to any Property Group at the time specified herein and the continuation of said failure for period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing.

(ii) Failure by the City to observe and perform any covenant, condition, or agreement on its part to be observed or performed with respect to any Property Group, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure. Such notice to the City by the Lessor shall request that the default be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of the City to carry on its governmental function or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this **Section 12.1** and **Section 12.2** are subject to the following limitation: if by reason of force majeure the City is unable in whole or in part to carry out its obligations under this Lease with respect to any Property Group, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, the City shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts, or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods, explosions; breakage or accident to machinery, transmission pipes or canals; or any other causes or events not reasonably within the control of the City and not resulting from its negligence. The City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of the City and the City shall not

be required to make settlement of strikes, lockouts, and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the City unfavorable to the City.

Section 12.2. Remedies on Default. Whenever any event of default referred to in **Section 12.1** hereof shall have happened and be continuing with respect to any Property Groups, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor may terminate this Lease with respect to such Property Group and repossess the Property Group, Lessor may enter upon the City's premises where the Property Group is kept and take possession of the Property Group.

Section 12.3. Return of Property. Upon the expiration or termination by the City of this Lease with respect to any Property Group prior to the payment of all Rental Payments in accordance with **Exhibit "B,"** the City shall allow lessor to remove the property group from lessee's property at lessor's cost and expense, provided, however, that such property shall be retrievable from a central location.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

ARTICLE XIII ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified in this Lease; provided that Lessor and the City, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions, or other communications will be sent. Unless otherwise changed by the City, all notices required under this Lease and directed to the City shall be mailed to the following address:

CITY:

**Accounts Payable
City of Kyle
100 W. Center St.
Kyle, Tx 78640**

LESSOR:

**Cowboy Motorsports of Austin, L.P.
dba Cowboy Harley-Davidson of Austin
10917 South IH-35
Austin, Tx 78747**

Section 13.2. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.3. Amendments, Changes, and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and the City.

Section 13.4. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, Articles, Sections, or Clauses of this Lease.

Section 13.5. Further Assurances and Corrective Instruments. Lessor and the City agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease. The Purchasing Agent, or the designee thereof, is hereby authorized by the City Manager to execute such addenda as attached hereto as Exhibits for each Property Group and such other instruments, including, but not limited to, UCC statements, Bill of Sales, etc. that are necessary to carry out the responsibilities, duties, and obligations required of the City in accordance with the terms and conditions of this Lease.

Section 13.6 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of Texas. Venue of any legal action brought under this agreement will be in Hays County, Texas.

Section 13.8. Entire Agreement. This Lease and all addenda and exhibits, as may hereafter be executed, constitute the entire agreement between the parties and shall supersede all previous negotiations, commitments and contracts.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and the City has caused this Lease to be executed in its name by its duly authorized City Manager.

ATTEST:

APPROVED THIS THE ____ DAY OF _____, 2021.

COWBOY MOTORSPORTS OF AUSTIN, L.P.

By: CHDA, G.P., LC, general partner

CITY OF KLYE

By: _____
Michael Havard, President

By: _____
City Manager

AMENDED EXHIBIT "A"
PROPERTY DESCRIPTION

The following Property comprises a Property Group which is the subject to the terms and conditions of the Lease Agreement entered into by and between the City of Kyle and Cowboy Motorsports of Austin L.P., dba Cowboy Harley-Davidson of Austin (Lessor) dated the ___ day of _____, 2021.

<u>Quantity</u>	<u>Description</u>
3	Solo Enforcement Police Motorcycles
	<u>Vehicle Identification Numbers (VIN):</u>
	<u>2020 HD FLHTP</u> <u>1HD1FMP19LB623231</u>
	<u>2020 HD FLHTP</u> <u>1HD1FMP17LB623132</u>
	<u>2021 HD FLHTP DOM</u> <u>1HD1FMP12MB623511</u>

All Property made subject of this Agreement is owned by and under the sole and exclusive use of the City of Kyle, a political subdivision of the State of Texas, and is used as part of the City's governmental services in furtherance of its public purpose. The City asserts all exemptions provided for political subdivisions of the State of Texas as authorized under the Constitution and laws of the State of Texas against the assessment, levy, or charges for ad valorem taxation, personal property taxation, or any other charges.

LESSOR

COWBOY MOTORSPORTS OF AUSTIN, L.P.
By: CHDA, G.P., LC, general partner

By: _____
Michael Havard, President

LESSEE

CITY OF KYLE

By: _____
Name: _____
Title: _____

APPROVED THIS THE ___ DAY OF _____, 2021

AMENDED EXHIBIT "B"
SCHEDULE OF RENTAL PAYMENTS RELATING TO PROPERTY

The following schedule of Lease Payments constitutes the applicable payments for the Property Group described on **Amended Exhibit "A"** attached to the Lease Agreement entered by and between the City of Kyle and Cowboy Motorsports of Austin L.P., dba Cowboy Harley-Davidson of Austin (Lessor) dated the ____ day of 2021.

Twelve (12) Monthly Payments at:	<u>\$ 1,170.00 per month for three motorcycles @ \$390.00 each per month</u>
Service and Maintenance Cost	\$ 239.00 per motorcycle at 1,000 ; 5,000 ; and 15,000 miles.
(by mileage interval):	\$ 279.00 per motorcycle at 10,000 miles.
	\$ 153.00 per motorcycle at 2,500 ; 7,500 ; and 12,500 miles.
Allowable Mileage:	18,000 miles per motorcycle per 12 month period.
Cost per mile above allowable:	\$ 0.10 /mile

LESSOR

COWBOY MOTORSPORTS OF AUSTIN, L.P.
By: CHDA, G.P., LC, general partner

By: _____
Michael Havard, President

LESSEE

CITY OF KYLE

By: _____

Name: _____

Title: _____

APPROVED THIS THE ____ DAY OF _____, 2021.



CITY OF KYLE, TEXAS

Child Safety Zones Ordinance

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An Ordinance of the City of Kyle, Texas Regulating Sex Offender Residency within the City and Establishing Child Safety Zones; Amending Chapter 23 of the Code of Ordinances Entitled "Miscellaneous Offenses" by adding Article XI to be Entitled "Child Safety Zones;" Making it Unlawful for Certain Sex Offenders to Reside within 1000 feet of Premises where Children Commonly Gather; Providing Exceptions to the Ordinance; Prohibiting Property Owners from Renting Real Property to Certain Sex Offenders; Providing Penalties for Violations of the Ordinance; Repealing Ordinances or Parts of Ordinances in Conflict Therewith; Providing a Severability Clause, Findings of Fact and Providing for Open Meetings. ~ *Jeff Barnett, Chief of Police*

City Council voted 6-1 to approve on first reading.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Regulation Of Sex Offender Residency Establishing Child Safety Zones Ordinance Final Draft 26April21 1000ft
- SO Allowed Residences 1000ft with blue

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS REGULATING SEX OFFENDER RESIDENCY WITHIN THE CITY AND ESTABLISHING CHILD SAFETY ZONES; AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES ENTITLED “MISCELLANEOUS OFFENSES” BY ADDING ARTICLE XI TO BE ENTITLED “CHILD SAFETY ZONES;” MAKING IT UNLAWFUL FOR CERTAIN SEX OFFENDERS TO RESIDE WITHIN 1,000 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER; PROVIDING EXCEPTIONS TO THE ORDINANCE; PROHIBITING PROPERTY OWNERS FROM RENTING REAL PROPERTY TO CERTAIN SEX OFFENDERS; PROVIDING PENALTIES FOR VIOLATIONS OF THE ORDINANCE; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE, FINDINGS OF FACT AND PROVIDING FOR OPEN MEETINGS.

WHEREAS, the City of Kyle, Texas (herein the “City”) is a home rule city having authority to utilize police power regulation for the health, safety and general welfare of the citizens of the City; and

WHEREAS, the City Council of the City is deeply concerned about the numerous and recent occurrences in our state and elsewhere whereby sex offenders convicted of sexual offenses involving children have been released from custody and repeat the unlawful acts for which they had been originally convicted; and

WHEREAS, the City Council finds from evidence and statistical reports reveal that the recidivism rate for released sex offenders is alarmingly high, especially for those who commit their crimes against children; and

WHEREAS, the City is becoming an increasingly attractive place for families with young children; and

WHEREAS, the City Council finds that regulating sex offender residency within the City and establishing child safety zones provide better protection for children gathering in the City and is necessary to protect the health, safety and general welfare of children; and

WHEREAS, the laws of the State of Texas, including those found in Chapter 51 of the Texas Local Government Code and the City Charter, provide the City authority to adopt ordinances for the good government, peace, order and welfare of the City;

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

SECTION 1. FINDINGS OF FACT. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. AMENDMENT OF CHAPTER 23. Chapter 23 of the Code of Ordinances of the City is hereby amended by adding Article XI. –Child Safety Zones to read as follows:

ARTICLE XI. - CHILD SAFETY ZONES

Sec. 23-290. - Definitions.

“*Child sex offender*” means a person who is required to register on the Texas Department of Public Safety's Sex Offender Database (the “database”) because of a conviction(s) involving a minor.

“*Day-care center*” is a facility providing care, training, education, custody, treatment, or supervision for 13 or more children for less than 24 hours a day.

“*Minor*” is a person under the age of 17.

“*Park*” is a parcel of land, community park, neighborhood park, playground, swimming pool, indoor facility, outdoor facility, recreation center, field, athletic field, hike and bike trails, greenbelt areas and any other area in the City-owned, leased and/or used by the City, and devoted to active or passive recreation, including any related facilities, parking lots and/or amenities, save and except any of the foregoing that has a stadium, arena and/or permanent seating and primarily used for sporting events, special events and/or other entertainment any of which is not managed by the City.

“*Permanent residence*” is a place where a person abides, lodges, or resides for 14 or more consecutive days.

“*Premises where children commonly gather*” means areas including all improved and unimproved lots where the following are located or planned to be located: a public park, private or public school (excluding in-home schools), day-care center, or private recreational facility, including a park, water park, pool, playground, skate park, arcade or youth athletic field owned by a residential property owners association, or for which an entrance, admission, or rental fee is charged.

“*Recurring visitor*” is a person who on at least three (3) occasions during any month spends more than 48 consecutive hours in the city.

“*Temporary residence*” is a place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, resides, or lodges for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Sec. 23.291. - Residency requirements.

(a) It shall be unlawful for a child sex offender to establish a permanent residence, establish a temporary residence or to be a recurring visitor at a residence, located within 1,000 feet of any premises where children commonly gather.

(b) It shall be unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence, temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this article, if such place, structure or part thereof, manufactured home, trailer, or other conveyance, is located within 1,000 feet of any premises where children commonly gather.

Sec. 23.292. – Halloween.

A child sex offender shall not on each October 31st leave decorations or an exterior porch light on or otherwise invite trick-or-treaters to the premises.

Sec. 23.293. - Evidentiary matters; measurement.

(a) For the purpose of determining the minimum distance of separation under this article, the distance shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described hereinabove, or, in the case of multiple residences on one property, measuring from the nearest property line of the premises to the nearest property line of the premises where children commonly gather, as described herein.

(b) A map depicting the prohibited areas shall be maintained by the City, and it shall be reviewed and updated not less than annually for changes. Said map will be available to the public on the City's website.

(c) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this article.

Sec. 23.294. - Affirmative defenses.

The following shall be affirmative defenses to prosecution under this article that any of the following conditions apply:

(a) It shall be an affirmative defense under Sec. 23.291(a) if the person required to register on the database established the permanent or temporary residence and has complied with all of the child sex offender registration laws of the State, prior to the date of the adoption of this article, provided, however that if the person required to register on the database established the permanent or temporary residence through a lease or other rental arrangement in effect on the effective date of this article, this affirmative defense shall not apply upon termination of the lease/rental arrangement that is in effect on the effective date of this article.

(b) It shall be an affirmative defense under Sec. 23.291(a) if the person required to register on the database lives in a medical facility for care where services are designed to meet a

person's health or personal care needs during a short or long period of time. Medical facilities are defined as hospitals or inpatient facilities.

(c) It shall be an affirmative defense under Sec. 23.291(a) if the premises where children commonly gather was designated, declared and/or determined after the child sex offender established the permanent or temporary residence and complied with all child sex offender registration laws of the State provided, however, that if the person required to register on the database established the permanent or temporary residence through a lease or other rental arrangement in effect on the effective date of this article, this affirmative defense shall not apply upon termination of the lease/rental arrangement that is in effect on the effective date of this article.

(d) It shall be an affirmative defense under Sec. 23.291 if the information on the database is incorrect, and, if corrected, this article would not apply to the person who was erroneously listed on the database.

(e) The person required to register as a sex offender was a minor when he/she committed the offense requiring such registration and was not convicted as an adult.

(f) The person was within a child safety zone performing community service ruled by a magistrate.

SECTION 3. PENALTY PROVISION. Any person who violates the provisions of this article shall be charged with a class C misdemeanor; and upon conviction shall be fined as provided for in Sec 1-14(a) of this Code for each day that a violation exists, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 4. SAVINGS CLAUSE. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting sex offender regulations and child safety zones that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. AMENDMENT OF ORDINANCES. The City Code of Ordinances, Chapter 23, is hereby amended to the extent of any conflict or inconsistency herewith only and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clause or phrases be declared void.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately from and after publication in accordance with the provisions of the City Charter and the Local Government Code.

SECTION 8. 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.

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

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

THE CITY OF KYLE, TEXAS

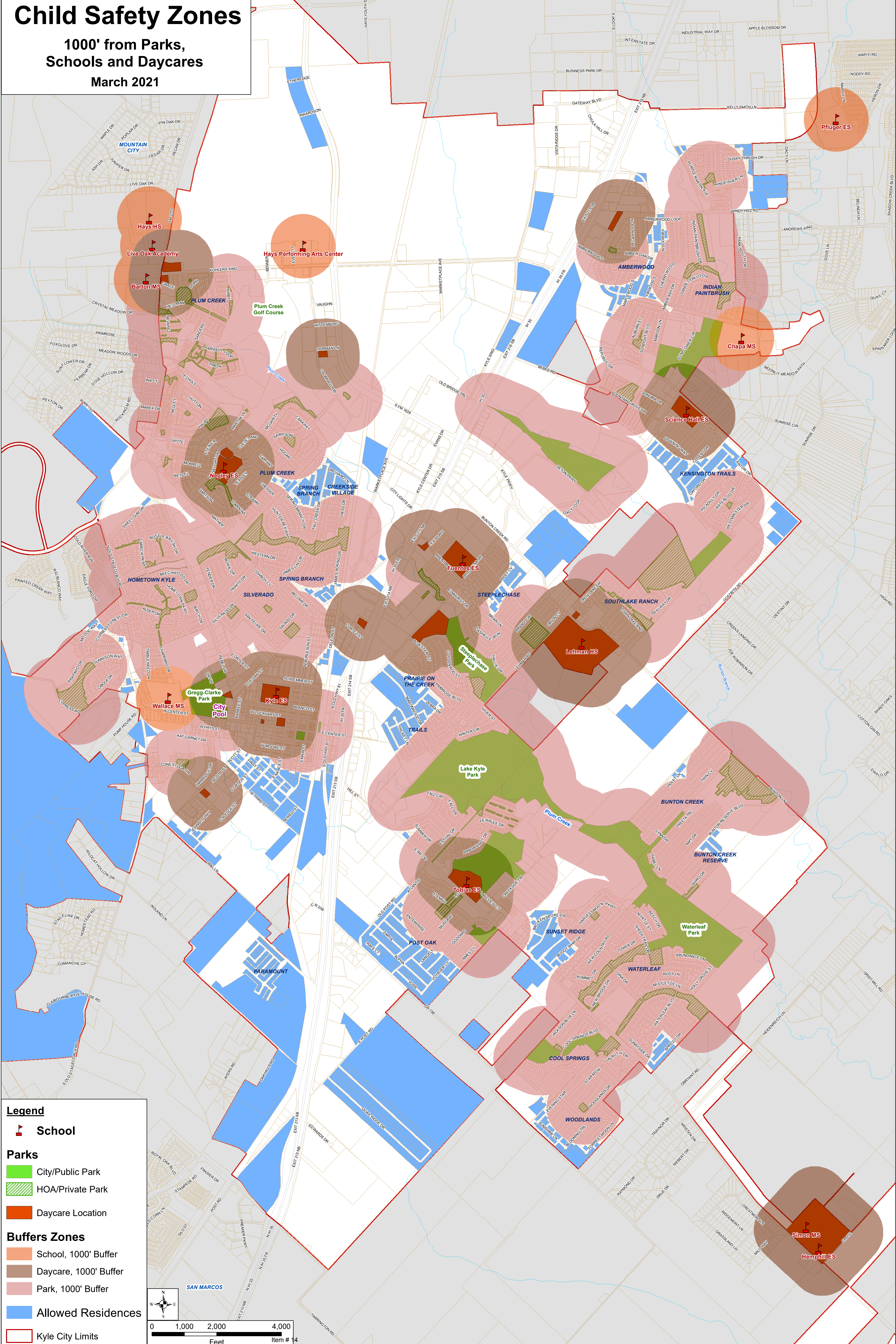
Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

Child Safety Zones

1000' from Parks,
Schools and Daycares
March 2021



Legend

- School
- City/Public Park
- HOA/Private Park
- Daycare Location
- Buffers Zones**
 - School, 1000' Buffer
 - Daycare, 1000' Buffer
 - Park, 1000' Buffer
- Allowed Residences
- Kyle City Limits

0 1,000 2,000 4,000
Feet Item # 14



CITY OF KYLE, TEXAS

Doggett Freightliner Rosco
Maximizer 3B Liquid Asphalt
Distributor - PW

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to DOGGETT FREIGHTLINER of SOUTH TEXAS in an amount not to exceed \$197,100.00 for the purchase of one (1) Rosco Maximizer 3B Liquid Asphalt Distributor through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information: Funding is available in the approved budget of the Public Works Department for Fiscal Year 2021 in the Street Maintenance & Construction Division as follows:

- Funds Available: \$197,100.00
- Budget Coding: 1100-16150-571240

ATTACHMENTS:

Description

- ☐ City of Kyle Rosco MAX3 Proposal 4-9-21

**SAN ANTONIO BRANCH**

210910 FM 2252
SCHERTZ, TX 78154
210.732.2131

AUSTIN BRANCH

13800 FM 973 N
MANOR, TX 78653
512.272.8200

DALLAS/FT WORTH BRANCH

6532 E STATE HIGHWAY 114
RHOME, TX 76078
817.708.9108

April 9, 2021

Mr. Scott Egbert
City of Kyle

via email: segbert@cityofkyle.com

BUYBOARD PROPOSAL**One - Rosco Maximizer 3B Liquid Asphalt Distributor, 1,900 Gallon Normal Tank Capacity, 2020 Model, SN 288261**

Physical tank capacity to overflow point is 2,075 gallons. Tank capacity to reach 100% GAWR is 1,750 gallons when filled with asphaltic product.

Meets Federal DOT regulations for hot asphalt

Current emission compliant

Low profile elliptical steel tank with 7 GA flat, flanged and reinforced heads

Tank shell supporting sills

Full section 10-gauge surge plates and 22" manhole

Dual 8" diameter heating flues with 90-degree flue bends designed for more effective heat transfer

2" Rockwool insulation and stainless-steel exhaust stack

Variable displacement hydrostatic pump driven by chassis engine crankshaft

Viking 400 GPM positive displacement asphalt pump

Diesel-fired burner with heat limit control

8' to 16' Rosco EZ-Spray spraybar, with Number 1 nozzles installed

GPS ground speed sensor

Full circulating spraybar that extend/retract via cab controls and automatically turn on nozzles when extended and shut off when retracted

Plus-1 CAN-Bus control and onboard diagnostic system w/DP700 (7", 800x400 pixel)

Color Graphic Display: controller for automatic application rate control and automatic valves for cab control of distributor functions

Exclusive enviro-flush system

Single nozzle handspray wand with 25' rubber hose

Front and rear dial content gauges

5" Dial thermometer and sampling valve

I.C.C. clearance lights and reflectors

Back-up alarm

2 Year factory warranty

Options Included in Our Price

Diesel burners with outfire protection and heat limit control

Oil Heat System – heated from the bottom flue tube, tracing on emulsion tank sump, asphalt pump, and the interior of spray bar

Emulsion Tank Hand Railing – electric actuated with in cab, warning buzzer

Washdown system with pump and hose & self-winding hose reel

Four LED Work lights

Radar Horn in lieu of GPS

**Mounted on a New 2020 Freightliner Model 108SD Chassis @ 33,000 GVW,
VIN 1FVAG0FC9LHMC7443**

Cummins B6.7 250 HP @ 2400 rpm engine
Allison 3500 RDS automatic transmission with PTO provision
WABCO 4S/4M automatic brake system
23,000 lb rear axle, 10,000 lb front axle
Air conditioning, heater and defroster
Freightliner basic warranty expires 2 years / unlimited miles
Allison transmission warranty 3 years / unlimited miles
Cummins ISB engine warranty 3 years / unlimited miles
COMPLETE TRUCK SPECS SHOWN IN SEPARATE DOCUMENT

BuyBoard Price (Distributor and Truck Combined) F.O.B. Schertz, TX	\$195,100
Flex Steel loading hose, 3" x 13' with quick couplers	\$800
Training at your jobsite, up to 150-mile radius	included.
Spare set of nozzles	\$1,200
Total BuyBoard Price (Distributor and Truck Combined) F.O.B. Schertz, TX.....	\$197,100

*Issue PO to Doggett Freightliner of South Texas and reference "BuyBoard Contract 601-19"
and email connie@closner.com and info@buyboard.com.

PROPOSAL NOTES:

- Subject to availability and prior sale.
- Quote is valid for 30 days.
- We reserve the right to correct any quotation or verbal errors.

Chad Linahan
Sales Manager – South/Central Texas
Chad@Closner.com
(210) 410-6825



CITY OF KYLE, TEXAS

Closner Equipment Rosco 8' to 16'
Variable Width Chip Spreader - PW

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to CLOSNER EQUIPMENT COMPANY, INC., in an amount not to exceed \$292,100.00 for the purchase of one (1) Rosco 8' to 16' Variable Width Chip Spreader through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information: Funding is available in the approved budget of the Public Works Department for Fiscal Year 2021 in the Street Maintenance & Construction Division as follows:

- Funds Available: \$292,100.00
- Budget Coding: 1100-16150-571240

ATTACHMENTS:

Description

- ☐ City of Kyle Rosco CSV 4-9-21



SAN ANTONIO BRANCH

210910 FM 2252
SCHERTZ, TX 78154
210.732.2131

AUSTIN BRANCH

13800 FM 973 N
MANOR, TX 78653
512.272.8200

DALLAS/FT WORTH BRANCH

6532 E STATE HIGHWAY 114
RHOME, TX 76078
817.708.9108

April 9, 2021

Mr. Scott Egbert
City of Kyle

via email: segbert@cityofkyle.com

BUYBOARD PROPOSAL

One - Rosco 8' to 16' Variable Width Chip Spreader (CSV), 2020 Model, SN 202827, Approx. 9 hours

- Cummins 275 HP diesel engine, Tier 4F
- Front wheel drive
- Proportional hydraulic fan drive, reverses for radiator cleanout
- Temperature controlled hydraulic oil cooler
- Infinitely variable speed hydrostatic drive system
- 385/65R Duplex radial tires
- 10' wide receiving hopper with folding wings at 4 cu yd truck capacity
- Rubber skirting and feed control gates adjustable from deck
- Variable width spread hopper with individual gate control
- Automatic cut offs for conveyor and augers when they are full
- Hydraulic-driven spread roll and augers
- Hydraulically released and hydraulically adjustable height truck hitch
- Full left-hand sliding driver's station with operators control console that ignition switch, automatic conveyor control and application rate control
- Plus 1 CAN-Bus control and onboard diagnostic system w/DP 710TM Color Graphic Display
- Gauges: Engine water temperature, engine oil pressure, tachometer, fuel gauge, voltmeter, hydraulic temperature, hour meter, speed and direction controls, engine throttle, spread hopper/conveyor controls
- Hitch release hitch-height
- Conveyor on/off and horn
- Pressure transducers to display hydraulic pressures
- Right hand remote operator control panel
- Remote camera for truck hitch
- Handrail mounted LED light package (work lights, taillights, stop and turn signals and safety strobe light)
- 8'6" legal hauling width without permits
- 2 Year factory warranty
- Options Include in Our Price**
- Dual operator consoles with slides**
- Spread hopper vibrators**

Buyboard Price F.O.B Schertz, TX.....\$292,100.

***Issue PO to Closner Equipment Co., Inc. and reference "BuyBoard Contract 597-19" and email connie@closner.com and info@buyboard.com.**

PROPOSAL NOTES:

- Subject to availability and prior sale.
- Quote is valid for 30 days.
- We reserve the right to correct any quotation or verbal errors.

Chad Linahan
Sales Manager – South/Central Texas
Chad@Closner.com
(210) 410-6825



CITY OF KYLE, TEXAS

Nueces Power Equipment Hamm HD 14 VO DD Roller - PW

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to NUECES POWER EQUIPMENT in an amount not to exceed \$81,345.74 for the purchase of one (1) Hamm HD 14 VO DD Roller through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information: Funding is available in the approved budget of the Public Works Department for Fiscal Year 2021 in the Street Maintenance & Construction Division as follows:

- Funds Available: \$81,345.74
- Budget Coding: 1100-16150-571240

ATTACHMENTS:

Description

- ☐ BB City of Kyle HD 14 VO 4-9-21



CITY OF KYLE, TEXAS

Nueces Power Equipment Hamm
HP 180-15 Pneumatic Roller - PW

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to NUECES POWER EQUIPMENT in an amount not to exceed \$138,052.36 for the purchase of one (1) Hamm HP 180-15 Pneumatic Roller through the Buy Board Purchasing Cooperative for the Public Works Department. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information: Funding is available in the approved budget of the Public Works Department for Fiscal Year 2021 in the Street Maintenance & Construction Division as follows:

- Funds Available: \$138,052.36
- Budget Coding: 1100-16150-571240

ATTACHMENTS:

Description

- ☐ BB City of Kyle HP 180-15 4-9-21



CITY OF KYLE, TEXAS

Bunton Branch Flood Study by Halff and Associates

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a contract with HALFF ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$20,000.00 for a flood study of the Bunton Branch. ~ *Leon Barba, P.E., City Engineer*

Other Information: Halff Associates, Inc. will be providing a flood study of the Bunton Branch from the UPRR tracks at Lehigh to the Soil Conservation Site No. 5 which is located near Dacy Lane.

The study will evaluate the 100 year floodplain utilizing the Atlas 14 rainfall rates and the latest topographic information. This study may establish new floodplain boundaries along several properties in this area.

Legal Notes: N/A

Budget Information: Funding is available in the approved budget of the Engineering Department for Fiscal Year 2021 in as follows:

- Funds Available: \$20,000.00
- Budget Coding: 1100-16200-556130

ATTACHMENTS:

Description

- Bunton Branch Proposal

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Kyle a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a Home Rule City. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation. Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work. Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue. This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Hays County, Texas**.

XIV. Integration, Merger and Severability. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR

OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF KYLE, TEXAS

By: Erika R. Nordstrom
Signature

By: _____
Signature

Erika Nordstrom, P.E., CFM
Printed Name

Travis Mitchell
Printed Name

Water Resources Team Leader
Title

Mayor
Title

April 7, 2021
Date

Date



Exhibit A – Scope of Services

April 19, 2021

AVO 43530

Leon Barba, P.E.
City Engineer
City of Kyle
100 W. Center St.
Kyle, TX 78640

RE: **Bunton Branch Flood Study**

Dear Mr. Barba:

Halff Associates, Inc. (Halff) is pleased to present the following proposal and fee for a flood study of Bunton Branch. The extents of the study consist of 4 miles of Bunton Branch from the Railroad to SCS Site No. 5, including 6.3 square miles of drainage area, shown in Exhibit 1 below.



Exhibit 1. Study Extents

HALFF ASSOCIATES, INC.

9500 AMBERGLEN BLVD., BUILDING F, SUITE 125
AUSTIN, TX 78729

TEL (512) 777-4600
FAX (512) 252-8141

WWW.HALFF.COM

The scope of work shall include:

Hydrology:

The best available hydrologic model will be used as the basis of the hydrology for Bunton Branch. This is known to be the model currently underway for the TWDB which is being updated for Atlas 14 rainfall. This model will be updated per provided information from the City of Kyle for the following:

1. City Regional Detention Pond located north of FM 171 (Kohlers Crossing) and east of FM 1626, adjacent to the railroad.
2. Lehigh Channel relocation along the railroad, north of Kohlers Crossing.
3. Additional topographic data for the Quarry to revise stage-storage relationship for the quarry based on current existing conditions.

The provided topographic information will be stitched into the current DEM representing the best available LiDAR data (2017). Basin delineations will be modified based on current (existing) conditions and timing, runoff and routing parameters recomputed. The existing conditions hydrologic model shall be developed using HEC-HMS, version 3.5. The stage-storage relationship at the quarry will be revised based on the provided data for current (existing) conditions.

Hydraulic Analysis and Floodplain Mapping:

The best available hydraulic model will be used as the basis of the hydraulic modeling for Bunton Branch. This is known to be the model currently underway for the TWDB which is being updated for 2017 LiDAR and peak flows resulting from the updated hydrologic analysis using Atlas 14 rainfall. This model will be updated per provided information from the City of Kyle for the following:

1. Lehigh Channel relocation along the railroad, north of Kohlers Crossing.
2. Channel survey performed on the Kyle Marketplace tract
3. Channel survey performed on the Bebee Road tract
4. Record drawings for the crossings at:
 - a. Railroad
 - b. Kohlers Crossing
 - c. Kyle Crossing
 - d. I35
 - e. FM 205 (Dacy Lane)

If record drawings are unavailable for the five crossings listed, Halff will obtain field measurements and photos to document stream crossings and update the modeled crossings as appropriate.

The existing conditions hydraulic model will be developed in HEC-RAS, version 5.0.7 for 4 miles of Bunton Branch from the Railroad downstream to SCS Site No. 5. Cross sections will be updated per provided data and peak flows from the existing conditions hydrologic model will be run to compute peak water surface elevations along the channel.

Peak water surface elevations will be mapped on the DEM and verified to the model to develop the 1 percent annual chance event (ACE) floodplain. This floodplain will be compared to the effective floodplain as well as the 1 percent ACE floodplain from the GBRA study.

Report Documentation:

The Bunton Branch flood study will be documented in a brief memorandum which will summarize all data sources, assumptions, calculations, peak flow results and comparisons to the effective FIS, if applicable.

QA/QC:

Independent QC review of the model and results will occur prior to submitting the report and models to the City.

Meetings with the City:

Halff will coordinate up to two (2) meetings with City staff to discuss the results of the study. These meetings shall be held virtually via WebEx or Teams.

Deliverables:

At completion of the flood study, Halff will provide the City with a brief memorandum and the hydrologic and hydraulic models.

Exclusions:

The following services are excluded in this scope of work:

1. Meetings with consultants for any of the proposed developments.
2. Meetings with the Lehigh quarry.
3. Preparation of a LOMR/CLOMR and any coordination with FEMA.

Fee and Schedule:

The lump sum fee for the Bunton Branch flood study is **\$20,000**. We shall complete the study within **six (6) weeks** upon receipt of data from the City. Interim milestones are below based on the receipt of data from the City:

- Preliminary model results: 3 weeks
- Meeting with City to discuss preliminary results: 3-4 weeks
- Completion of study and report documentation: 6 weeks

We trust this proposal meets your requirements for this project. We will proceed upon your endorsement of the Agreement for Professional Engineering Services on a Defined Scope of Services Basis.

Halff appreciates the opportunity to be of service to the City of Kyle. The Halff Team understands the importance of this project to the City and is available to begin work immediately. Please feel free to contact us if you have any questions or comments concerning this matter.

Sincerely,

HALFF ASSOCIATES, INC.



Erika Nordstrom, PE, CFM
Water Resources Team Leader



CITY OF KYLE, TEXAS

Regional Detention & Soccer Field Grading Improvements - Site Plan - (SD-21-0097)

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Approve Regional Detention & Soccer Field Grading Improvements (SD-21-0097) for Approximately 92.43-Acres, Adjacent to and West of the Union Pacific Railroad and Approximately 2,500 Feet North of Kohler's Crossing. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve the site plan.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

Site Plan

LAND DISTURBANCE PERMIT FOR CITY OF KYLE REGIONAL DETENTION SOCCER FIELD GRADING IMPROVEMENTS

OWNER/DEVELOPER:

CITY OF KYLE
100 W. Center Street
Kyle, Texas 78640
(512) 262-3959

SURVEYOR:

LANDDEV CONSULTING LLC
5508 HIGHWAY 290 WEST SUITE 150
AUSTIN, TEXAS 78735
PHONE: (512) 872-6696

ENGINEER:

CONTACT: JOSEPH R. GALLEGOS, P.E.
LANDDEV CONSULTING LLC
4201 W. PARKER LANE, SUITE C-100
AUSTIN, TEXAS 78727
PHONE: (512) 872-6696

ZONING:

PC - EMP, PC - MXD, PC - OS

LAND USE SUMMARY:

LIMITS OF CONSTRUCTION 92.43 ACRES

FLOODPLAIN INFORMATION:

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF A 100 YEAR FLOOD PLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP PANEL NUMBER 48209C0290F, EFFECTIVE DATED SEPTEMBER 2, 2005.

THIS PROJECT IS LOCATED WITHIN THE EDWARDS AQUIFER TRANSITION ZONE, ACCORDING TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

GENERAL NOTES:

- 1) ALL WORK IN THIS SUBDIVISION SHALL CONFORM TO CITY OF KYLE PLUM CREEK PUD ORDINANCE NO. 308 AND NO. 311.
- 2) ALL DISTURBED AREAS WITHIN PUBLIC RIGHT-OF-WAY OR DRAINAGE CHANNELS SHALL BE RESTORED AS FOLLOWS:
 - A MINIMUM OF 4" OF TOPSOIL (SALVAGED FROM EXISTING) SHALL BE PLACED ON GRADED AREAS.
 - THE CONTRACTOR SHALL THEN HYDROMULCH, SEED OR SOD THE AREA WITH A GRASS OR GRASS MIXTURE APPROPRIATE TO THE SEASON.
 - GRASSED AREA SHALL BE FERTILIZED WITH 10:10:10 FERTILIZER AT 200 POUNDS PER ACRE.
 - GRASS SHALL BE WATERED AS NEEDED UNTIL JOB IS ACCEPTED.
 - RESTORATION SHALL BE DEEMED COMPLETED WHEN GRASS IS AT LEAST 1-1/2" HIGH AND COVERAGE IS AT LEAST 95% PROVIDED NO BARE SPOTS OVER 16 SQUARE FEET EXIST.
- 3) NO BLASTING IS ALLOWED FOR THIS PROJECT.
- 4) THE CONTRACTOR SHALL NOTIFY THE CITY OF KYLE PUBLIC WORKS DEPARTMENT, TEL (512) 262-3024, 48 HOURS BEFORE START OF WORK.
- 5) PRIOR TO THE START OF CONSTRUCTION A PRECONSTRUCTION CONFERENCE SHALL BE CONVENED BY THE CONTRACTOR. ATTENDANCE SHALL INCLUDE THE CITY ENGINEER, ENGINEER, OWNER, AND UTILITY OWNERS. COORDINATION OF THE CONSTRUCTION CONFERENCE SHALL BE THROUGH THE CITY OF KYLE PUBLIC WORKS SECRETARY, JANIE TOBIAS AT (512) 262-3024 X4003.
- 6) CONTRACTOR SHALL CALL THE CITY OF KYLE PUBLIC WORKS DEPARTMENT AT (512) 262-3024 FOR ANY CITY OWNED UTILITIES THAT MAY NEED LOCATING.
- 7) ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT OWNERS EXPENSE. ANY RETESTING NECESSARY SHALL BE AT THE CONTRACTORS EXPENSE. THE CITY OF KYLE PUBLIC WORKS INSPECTOR SHALL BE NOTIFIED OF ALL TESTING AT LEAST 24 HOURS IN ADVANCE AT (512) 262-3024.
- 8) BARRICADES BUILT TO CITY OF KYLE STANDARDS SHALL BE CONSTRUCTED AT TEMPORARY DEAD ENDS.
- 9) IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD OR COMPACTED OR SOFT OR UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED. THE CONTRACTOR SHALL SUBMIT A TRENCH SAFETY PLAN TO THE ENGINEER FOR REVIEW.
- 10) THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SIGNAGE OF ALL WORK WITHIN STATE OR COUNTY RIGHT-OF-WAYS.
 - 11) ALL TRAFFIC CONTROL DESIGNS SHALL CONFORM TO THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 - 12) ALL SIGNS AT NIGHT SHALL BE REFLECTORIZED AND SHALL HAVE A TYPE "A" FLASHING LIGHT.

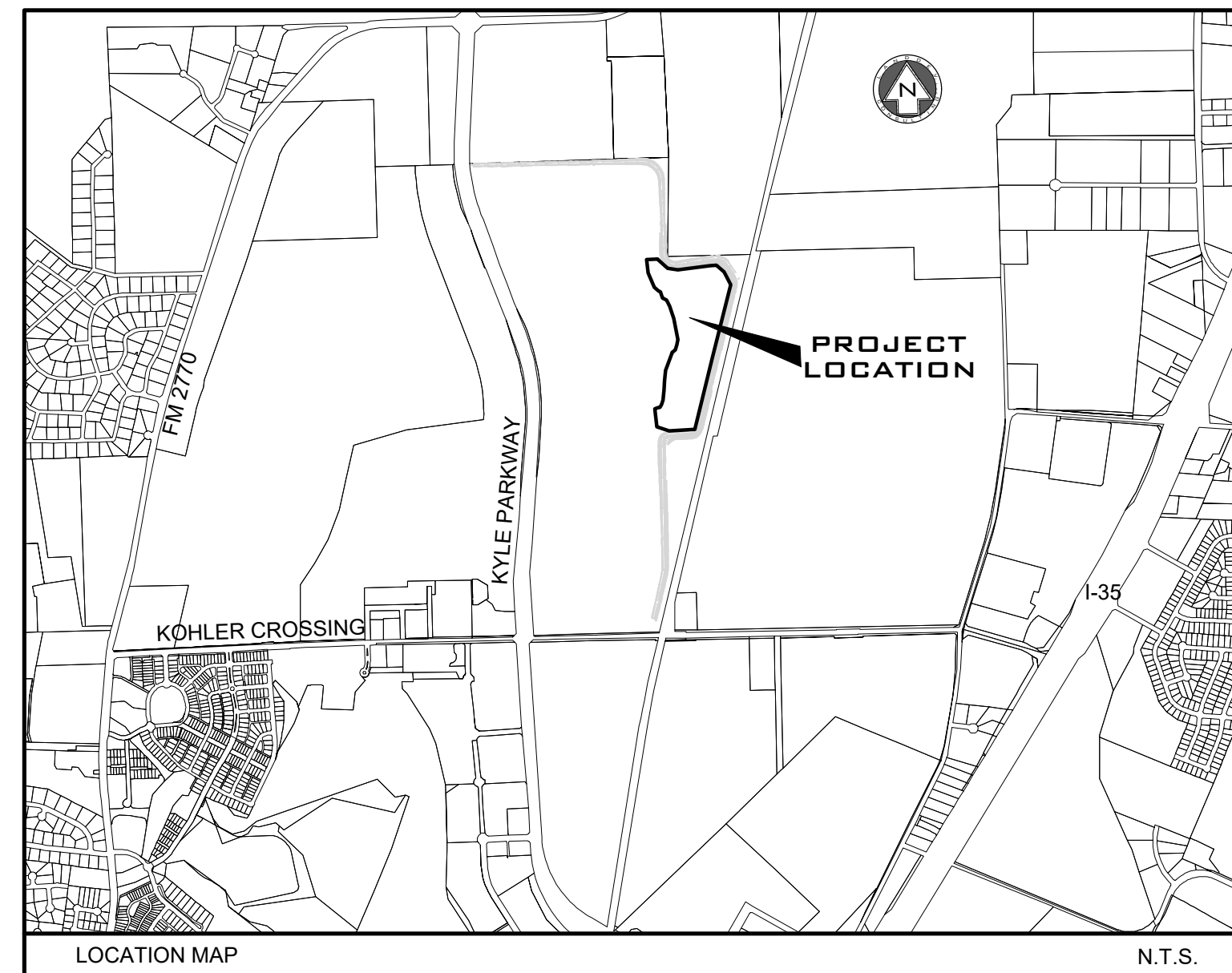
BENCHMARKS:

- TBM-5549_309:
MAG NAIL SET IN CONCRETE CULVERT ALONG WEST RIGHT-OF-WAY OF FM 1626,
APPROX. 26 FEET SOUTHEAST OF THE NORTHEAST CORNER OF LOT 2.
ELEVATION = 764.58'
- TBM-5549_418
MAG NAIL SET IN CONCRETE HEADWALL ALONG WEST RIGHT-OF-WAY OF FM 1626
CROSSING BUNTON BRANCH TRIBUTARY 4.
ELEVATION = 752.09'
- TBM-5549_419
MAG NAIL SET IN CONCRETE CULVERT ALONG WEST RIGHT-OF-WAY OF FM 1626
APPROX. 39 FEET EAST OF THE NORTHEAST CORNER OF LOT 3.
ELEVATION = 785.88'

NORTH HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 KYLE, TEXAS

SUBMITTAL DATE:

JANUARY 2021



LEGAL DESCRIPTION:

A0010 MORTON M MCCARVER SURVEY, ACRES 146.736,
EMP R&D PARK AREA 10 AKA PT PH2 TR C

A0010 MORTON M MCCARVER SURVEY, PT OF PHASE 2
TRACT C, ACRES 0.50

Sheet Index

- 01 COVER SHEET
- 02 GENERAL NOTES
- 03 EXISTING CONDITIONS
- 04 EROSION & SEDIMENTATION CONTROL PLAN
- 05 EXISTING DRAINAGE AREA MAP
- 06 PROPOSED DRAINAGE MAP
- 07 GRADING PLAN
- 08 POND INUNDATION
- 09 GENERAL DETAILS

SUBMITTED BY :

DATE

JOSEPH R. GALLEGOS, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 129909
LANDDEV CONSULTING, LLC, FIRM NO. F-16384
4201 W. PARKER LANE, SUITE C-100
AUSTIN, TEXAS 78727
CONTACT: (512) 872-6696

I CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

REVIEWED BY:

DATE

LEON BARBA, P.E. - CITY OF KYLE ENGINEER

DATE

HARPER WILDER - CITY OF KYLE PUBLIC WORKS DIRECTOR

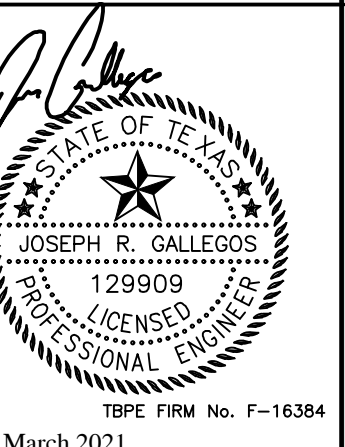
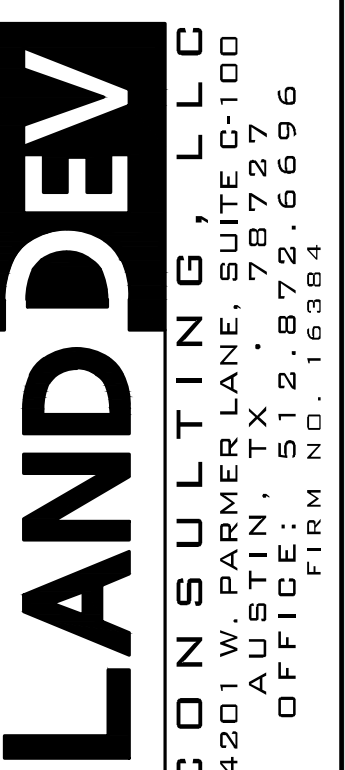
DATE

NORTH HAYS MUD NO. 2

REVIEW OF THE PLANS BY THE DISTRICT IS LIMITED TO WATER, WASTEWATER AND DRAINAGE AND DOES NOT INDICATE A REVIEW OF THE ADEQUACY OF THE DESIGN FOR THE FACILITIES. IN APPROVING THESE PLANS, THE DISTRICT MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

DATE

CITY OF KYLE PLANNING DEPARTMENT



26 March 2021

CITY OF KYLE
REGIONAL DETENTION SOCCER
FIELD GRADING IMPROVEMENTS
KYLE, TEXAS

DESIGNED BY: JG/DG

DRAWN BY: JG/DG

CHECKED BY: JG

APPROVED BY: JG

SHEET 01 OF 09

1. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH THE FOLLOWING REGULATIONS AND SPECIFICATIONS. THE FIRST LISTED WILL HAVE PRIORITY OVER THOSE LISTED BELOW:

PERMITS ISSUED FOR PROJECT BY ANY REGULATORY AGENCIES.
CITY OF KYLE CONSTRUCTION STANDARDS.
PLANS FOR THIS PROJECT.

2. PRIOR TO THE BEGINNING OF CONSTRUCTION, THE DEVELOPER SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE. PRE-CONSTRUCTION SHALL BE SCHEDULED WITH THE PW OFFICE, 512-262-3024 AND HELD AT THE PW FACILITY LOCATED AT 520 E RR150, KYLE, TEXAS. REPRESENTATIVES FROM THE FOLLOWING ORGANIZATIONS SHALL BE INVITED:

CITY OF KYLE STAFF INCLUDING THE DIRECTOR OF PUBLIC WORKS, CITY ENGINEER AND THE PUBLIC WORKS INSPECTOR.
CONTRACTOR.
DESIGN ENGINEER.
ELECTRIC, GAS, PHONE AND CABLE UTILITY REPRESENTATIVES, IF APPROPRIATE.

3. PRIOR TO THE BEGINNING OF CONSTRUCTION, ALL PLAN REVIEW AND CONSTRUCTION INSPECTION FEES SHALL BE PAID TO THE CITY OF KYLE AND THE FOLLOWING PERMITS SHALL BE IN PLACE, IF NECESSARY:

TEXAS DEPARTMENT OF TRANSPORTATION, ENTRY ONTO A HIGHWAY.
U.S. CORPS OF ENGINEERS, SECTION 404, FOR CONSTRUCTION IN FLOOD PLAIN.
COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) CONSTRUCTION GENERAL PERMIT (TXR150000).
TEXAS DEPARTMENT OF LICENSING AND REGULATION FOR ACCESSIBILITY.
TCEQ FOR SIGNIFICANT WATER AND WASTEWATER FACILITIES, INCLUDING LIFT STATIONS.

4. BENCHMARKS FOR THIS PROJECT ARE DESCRIBED AS FOLLOWS:

TBM:5549_309:
MAG NAIL SET IN CONCRETE CULVERT ALONG WEST RIGHT-OF-WAY OF FM 1626, APPROX. 26 FEET SOUTHEAST OF THE NORTHEAST CORNER OF LOT 2.
ELEVATION = 764.58'

TBM:5549_418
MAG NAIL SET IN CONCRETE HEADWALL ALONG WEST RIGHT-OF-WAY OF FM 1626 CROSSING BUNTON BRANCH TRIBUTARY 4.
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MAG NAIL SET IN CONCRETE CULVERT ALONG WEST RIGHT-OF-WAY OF FM 1626 APPROX. 39 FEET EAST OF THE NORTHEAST CORNER OF LOT 3.
ELEVATION = 785.88'

5. THE STREET PAVEMENT THICKNESS IS BASED ON A REPORT BY N/A DATED WHICH RECOMMENDS THE FOLLOWING STREET SECTIONS.

STREET CLASSIFICATION	STREET WIDTH	LIME STABILIZATION OF SUBGRADE	BASE/HOT MIX THICKNESS ASPHALT

6. ANY EXISTING PAVEMENT, CURBS, AND/OR SIDEWALKS DAMAGED OR REMOVED SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.

7. THE CONTRACTOR SHALL GIVE THE CITY OF KYLE (PHONE NO. 512-262-3024), 48 HOURS NOTICE PRIOR TO CONNECTING TO ANY EXISTING CITY UTILITY LINE.

8. SIDEWALKS FRONTING PUBLIC RIGHT-OF-WAY LAND OR INCLUDING ALL SIDEWALK RAMPS REQUIRED BY CITY ORDINANCE SHOWN ON THESE PLANS SHALL BE CONSTRUCTED WITH THIS PROJECT.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WARNING AND SAFETY SIGNS, BARRICADES AND TRAFFIC CONTROL DURING CONSTRUCTION. ALL ROAD SIGNAGE SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

10. CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE CITY OF KYLE FOR THE USE OF ALL WATER FOR CONSTRUCTION.

11. ALL FILL OR CUT ON LOTS WHICH IS GREATER THAN TWELVE (12) INCHES SHALL BE SHOWN ON THE PLANS AND SHALL CONFORM TO THE FOLLOWING:

FILL MATERIAL SHALL NOT CONTAIN ANY ROCKS HAVING A MAXIMUM DIMENSION GREATER THAN SIX (6) INCHES.

FILL MATERIAL SHALL HAVE AT LEAST FIFTY PERCENT (50%) PASSING THE NO. 4 SIEVE.

FILL MATERIAL SHALL BE REASONABLY FREE OF ROOTS, TRASH, CONCRETE RUBBLE AND OTHER ORGANIC MATERIAL.

COMPACTION SHALL BE TO NINETY-FIVE PERCENT (95%) OF MAXIMUM LABORATORY DENSITY DETERMINED IN ACCORDANCE WITH THE ASTM D 698. THE MATERIAL SHALL BE WITHIN THREE (3) PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT DURING COMPACTION.

PLACEMENT SHALL BE IN LIFTS NOT EXCEEDING EIGHT (8) INCHES AFTER COMPACTION. EACH COMPACTED LIFT SHOULD BE INSPECTED AND/OR TESTED FOR DENSITY COMPLIANCE BY A GEOTECHNICAL ENGINEER PRIOR TO PLACING THE NEXT LIFT. THE FILL AREA SHOULD EXTEND AT LEAST 24 INCHES (36 INCHES ON FILLS OVER SIX (6) FEET IN HEIGHT) BEYOND THE BACK OF CURB OR FOUNDATION LINE BEFORE SLOPING DOWNWARD ON NOT MORE THAN THREE (3) TO ONE (1) SLOPE TO NATURAL SOIL. BACKSLOPES SHALL BE WELL COMPACTED. MAXIMUM FILL HEIGHTS SHOULD NOT EXCEED TEN (10) FEET WITHOUT ENGINEERING CONSULTATION.

12. CONTRACTOR SHALL GIVE CITY INSPECTOR 36 HOURS NOTICE OF THE NEED FOR MATERIALS TESTING. ALL TESTING WILL BE ARRANGED AND PAID FOR BY THE CONTRACTOR. THE CITY SHALL RECEIVE A COPY OF TEST RESULTS.

13. CONTRACTOR OR THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND CUT SHEETS FOR PIPE LINES LAID ON GRADE AND ROAD CONSTRUCTION. CUT SHEETS SHALL BE DELIVERED TO THE CITY INSPECTOR 36 HOURS PRIOR TO CONSTRUCTION.

14. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND STABLE OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR.

IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN EMPLOYEES ARE REQUIRED TO BE IN TRENCHES 4 FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.

15. NO TREES OVER 6 INCHES IN DIAMETER SHALL BE REMOVED UNLESS DESIGNATED TO BE REMOVED ON THE APPROVED PLANS. ALL TREE LIMBS REMOVED OR TRIMMED SHALL BE VERTICALLY CUT AND DRESSED.

16. ALL CONSTRUCTION ACTIVITIES SHALL BE CONFINED TO PROPERTY OWNED BY THE DEVELOPER OR PUBLIC RIGHT-OF-WAY AND EASEMENT UNLESS WRITTEN PERMISSION IS OBTAINED BY THE CONTRACTOR FROM THE PROPERTY OWNER AFFECTED.

17. THE CITY OF KYLE DOES NOT ALLOW ANY BLASTING WITHIN THE CITY LIMITS.

TYPICAL SEQUENCE OF CONSTRUCTION

- HOLD PRE-CONSTRUCTION CONFERENCE.
- NO CLEARING OR ROUGH GRADING MAY BE DONE UNTIL THE APPROVED EROSION AND SEDIMENTATION CONTROLS ARE IN PLACE.
- INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND STABILIZATION CONSTRUCTION ENTRANCE, IF REQUIRED, IN THE APPROVED PLANS.
- ROUGH GRADE STREETS.
- FINAL GRADE ANY DITCHES AND PARKWAYS.
- REVEGETATE ALL DISTURBED AREAS. DISPOSE OF SPOIL IN AN APPROVED MANNER.
- SCHEDULE A FINAL INSPECTION WITH CITY.
- AFTER ACCEPTANCE OF CONSTRUCTION, TEMPORARY EROSION CONTROLS MAY BE REMOVED.

MINIMUM CRITERIA FOR ACCEPTANCE

- ALL CONSTRUCTION IS COMPLETE INCLUDING DRY UTILITIES AND RESTORATION TO THE CRITERIA.
- ALL CITY OF KYLE FEES PAID AND MAINTENANCE BOND POSTED.
- ALL RECORDS OF CONSTRUCTION TESTING AND RECORD DRAWINGS SHOWING ANY CHANGES DURING CONSTRUCTION PROVIDED TO THE CITY OF KYLE.
- ALL STREET LIGHTING, SIGNS AND PAVEMENT MARKINGS SHALL BE IN PLACE.

EROSION AND SEDIMENTATION CONTROL

- AFTER THE PRECONSTRUCTION MEETING IS HELD, THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND FENCING FOR AREAS OUTSIDE OF THE CONSTRUCTION AREA PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR EXCAVATION).
- THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS, AND AFTER SIGNIFICANT RAINFALL EVENTS TO ENSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.
- PRIOR TO FINAL ACCEPTANCE BY THE CITY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED OF IN APPROVED SPOIL DISPOSAL SITES.
- FIELD REVISIONS TO THE EROSION AND SEDIMENTATION CONTROL PLAN MAY BE REQUIRED BY THE CITY INSPECTOR DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES.
- PERMANENT EROSION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW:

A. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL SHALL BE PLACED IN ALL DRAINAGE CHANNELS (EXCEPT ROCK), AND BETWEEN THE CURB AND RIGHT-OF-WAY.

B. TRASH, WOOD, BRUSH, STUMPS, ROCKS OVER 1 1/2 INCHES IN SIZE AND OTHER OBJECTIONABLE MATERIAL ENCOUNTERED SHALL BE REMOVED AND DISPOSED OF AS DIRECTED BY THE ENGINEER OR INSPECTOR PRIOR TO BEGINNING OF WORK REQUIRED BY THIS ITEM. GRASS AND OTHER HERBACEOUS PLANT MATERIALS MAY REMAIN. LARGE CLUMPS SHALL BE BROKEN UP.

C. THE SEEDING FOR PERMANENT EROSION CONTROL SHALL BE APPLIED OVER AREAS DISTURBED BY CONSTRUCTION AS FOLLOWS:

BROADCAST SEEDING:

- FROM OCTOBER TO FEBRUARY, SEEDING SHALL BE WITH ONE (1) POUND PER 1,000 SQUARE FEET OF UNHULLED BERMUDA OR THREE (3) POUNDS PER 1,000 SQUARE FEET OF WINTER RYE.
- FROM MARCH TO SEPTEMBER, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF ONE (1) POUND PER 1,000 SQUARE FEET.

FERTILIZER, IF USED, SHALL BE SLOW RELEASE GRANULAR OR PALETTE TYPE, AND SHALL HAVE AN ANALYSIS OF 15-15-15, AND SHALL BE APPLIED AT THE RATE OF ONE (1) POUND PER 1,000 SQUARE FEET, ONCE AT THE TIME OF PLANTING, AND AGAIN ONCE DURING THE TIME OF ESTABLISHMENT.

MULCH TYPE USED SHALL BE STRAW OR HAY APPLIED AT A RATE OF 45 POUNDS PER 1,000 SQUARE FEET.

HYDRAULIC SEEDING:

- FROM OCTOBER TO FEBRUARY, SEEDING SHALL BE WITH ONE (1) POUND PER 1,000 SQUARE FEET OF UNHULLED BERMUDA, OR THREE (3) POUNDS PER 1,000 SQUARE FEET OF WINTER RYE.
- FROM MARCH TO SEPTEMBER, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF ONE (1) POUND PER 1,000 SQUARE FEET.

FERTILIZER, IF USED, SHALL BE A WATER SOLUBLE FERTILIZER WITH AN ANALYSIS OF 15-15-15 AT A RATE OF 1.5 POUNDS PER 1,000 SQUARE FEET.

MULCH TYPE SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1,000 SQUARE FEET, WITH A SOIL TACKIFIER AT A RATE OF 1.4 POUNDS PER 1,000 SQUARE FEET.

D. THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK TO A DEPTH OF SIX (6) INCHES. THE IRRIGATION SHALL OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO (2) MONTHS. RAINFALL OCCURRENCES OF 1/2 INCH OR MORE SHALL POSTPONE THE WATERING SCHEDULE FOR TEN (10) DAYS.

E. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1 INCH HIGH WITH 85% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 20 SQUARE FEET EXIST.

F. A SOIL RETENTION BLANKET SHALL BE PLACED ON ALL SLOPES EQUAL TO OR GREATER THAN 3:1. ALL SOIL RETENTION BLANKETS MUST BE LISTED ON THE TxDOT APPROVED PRODUCTS LIST OR APPROVED BY THE CITY.

DEVELOPER INFORMATION: OWNER: CITY OF KYLE

ADDRESS: 100 W. CENTER STREET
KYLE, TX 78640

PHONE: (512)

REPRESENTATIVE: SCOTT SELLERS

DESIGN ENGINEER: REPRESENTATIVE RESPONSIBLE FOR PLAN CHANGES.

NAME: LANDDEV CONSULTING, LLC.

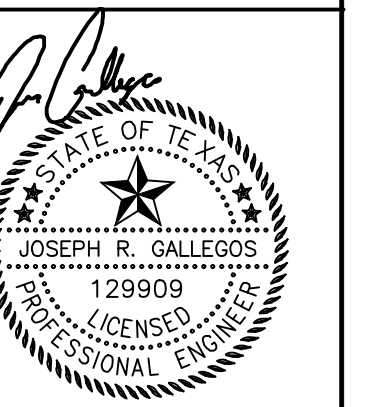
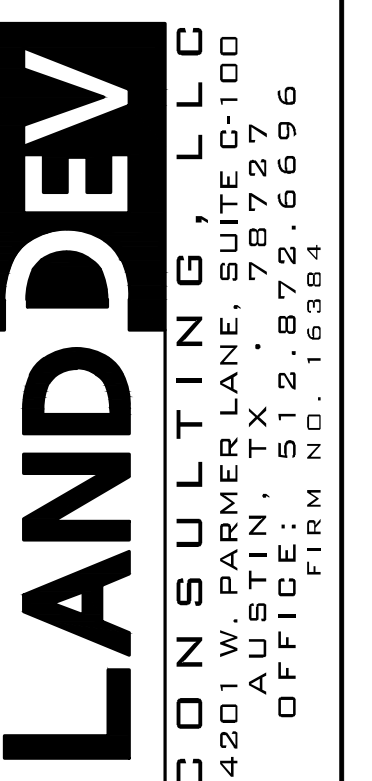
ADDRESS: 4201 W. PARKER LANE, SUITE C-100
AUSTIN, TX 78727

PHONE: (512) 872-6696

CITY OF KYLE:

DIRECTOR OF PUBLIC WORKS: HARPER WILDER (512) 262-3024 ext. 4002

CITY ENGINEER: LEON BARBA, P.E. (512) 262-3958



26 March 2021

GENERAL NOTES
CITY OF KYLE
REGIONAL DETENTION SOCCER
FIELD GRADING IMPROVEMENTS
KYLE, TEXAS

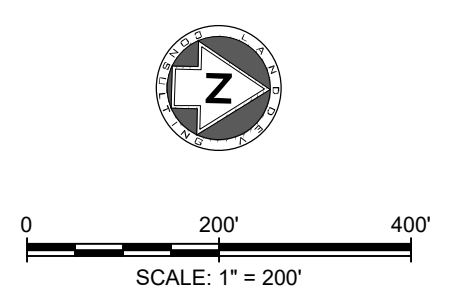
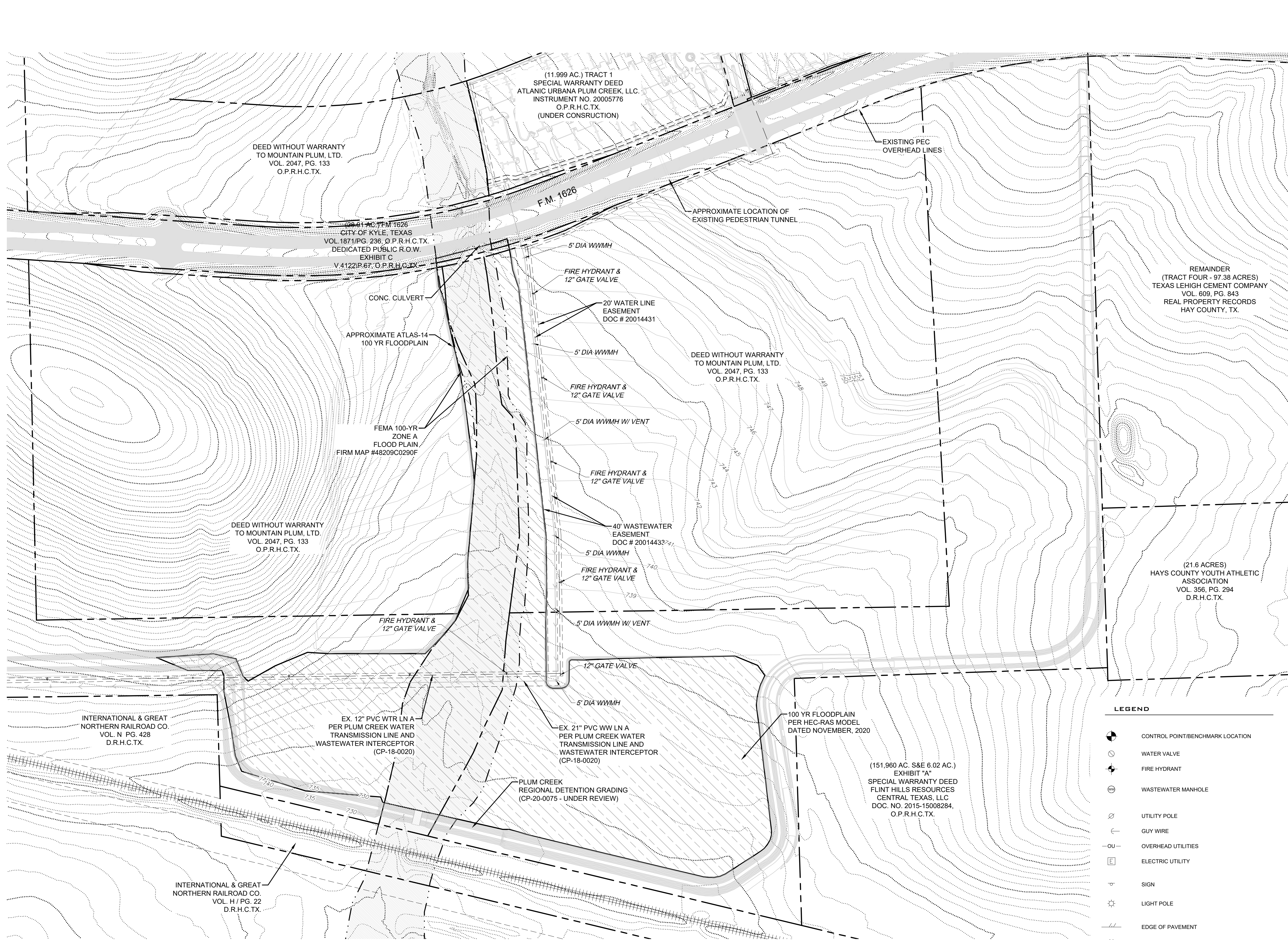
DESIGNED BY: JG/DG

DRAWN BY: JG/DG

CHECKED BY: JG

APPROVED BY: JG

SHEET **02** OF **09**



NO.	REVISION	BY	DATE

811
Know what's below.
Call before you dig.

LAND DEV
CONSULTING LLC
4201 W. BARBER LANE, SUITE 100
AUSTIN, TX 78729
OFFICE: 512.872.6696
FIRM NO. 16384

STATE OF TEXAS
JOSEPH R. GALLEGOS
129908
LICENSED PROFESSIONAL ENGINEER
TSPE FIRM No. F-16384
26 March 2021

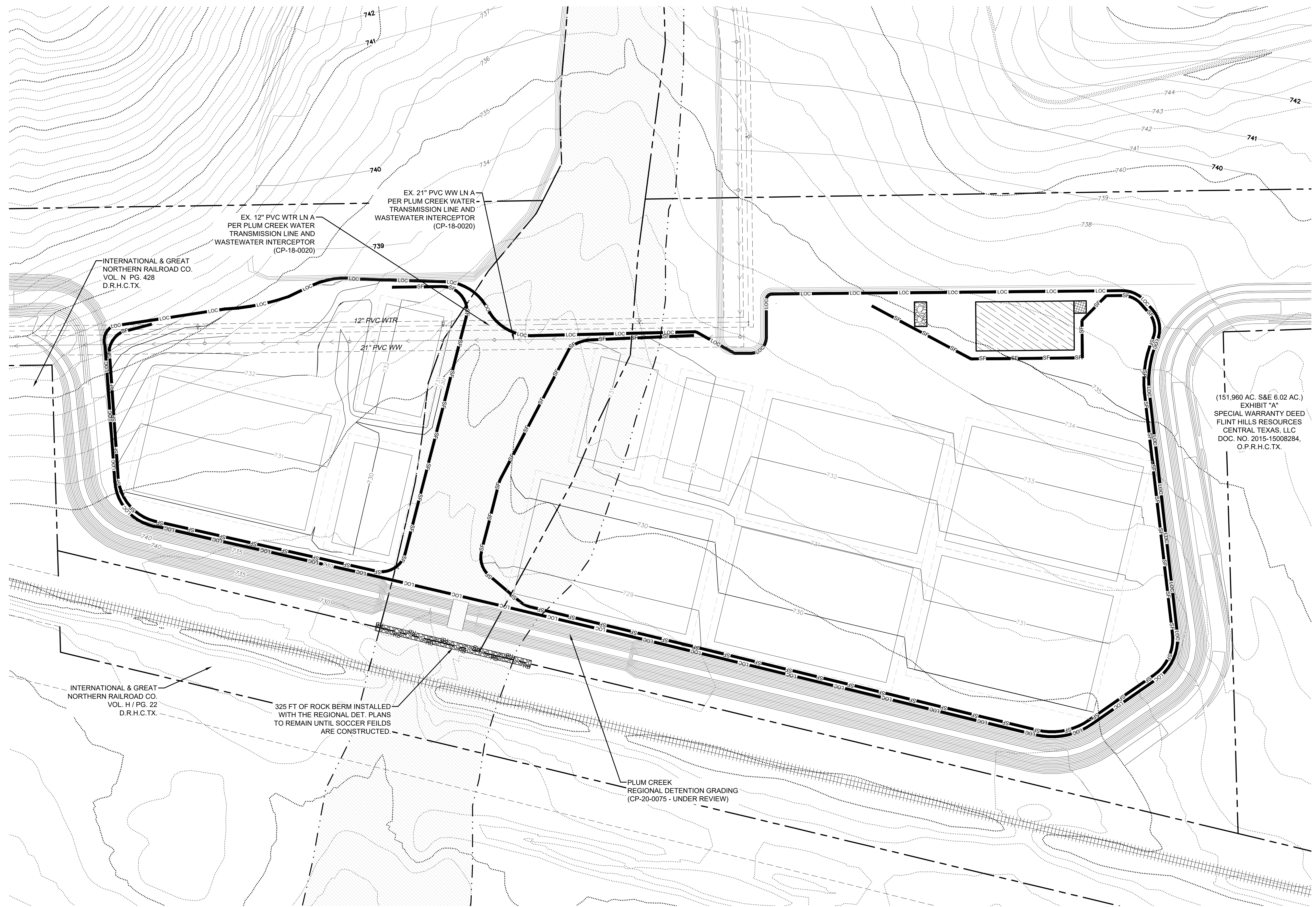
EXISTING CONDITIONS
CITY OF KYLE
REGIONAL DETENTION SOCCER
FIELD GRADING IMPROVEMENTS
KYLE, TEXAS


DESIGNED BY: JG/DG
DRAWN BY: JG/DG
CHECKED BY: JG
APPROVED BY: JG

SHEET 03 OF 09

C:\21000\1-4302-03 - Regional Detention Soccer Field Mass Grading\03_ACD\Plan\14302_XCOND.dwg, 03 EXISTING CONDITIONS, March 26, 2021, 2:31 PM, jgwalter

C:\21000\14302\03 - Regional Detention Soccer Field Mass Grading\03_ACD\Plan\14302 EROSION & SEDIMENTATION CONTROL PLAN - March 26, 2021 3:52 PM DMC OFFICE




 SCALE: 1" = 100'
 0 100 200

LEGEND

- 8.34 EXISTING MINOR CONTOUR
- 8.35 EXISTING MAJOR CONTOUR
- 834 PROPOSED MINOR CONTOUR
- 835 PROPOSED MAJOR CONTOUR
- BOUNDARY
- EASEMENT
- LOC LIMITS OF CONSTRUCTION
- SF SILT FENCE
- FLOODPLAIN
- STABILIZED CONSTRUCTION ENTRANCE
- ROCK BERM
- TEMPORARY SPOILS AREA
- CONCRETE WASHOUT AREA

(151,960 AC. S&E 6.02 AC.)
 EXHIBIT "A"
 SPECIAL WARRANTY DEED
 FLINT HILLS RESOURCES
 CENTRAL TEXAS, LLC
 DOC. NO. 2015-15008284,
 O.P.R.H.C.TX.

325 FT OF ROCK BERM INSTALLED
 WITH THE REGIONAL DET. PLANS
 TO REMAIN UNTIL SOCCER FEILDS
 ARE CONSTRUCTED.

PLUM CREEK
 REGIONAL DETENTION GRADING
 (CP-20-0075 - UNDER REVIEW)

INTERNATIONAL & GREAT
 NORTHERN RAILROAD CO.
 VOL. H / PG. 22
 D.R.H.C.TX.

INTERNATIONAL & GREAT
 NORTHERN RAILROAD CO.
 VOL. N PG. 428
 D.R.H.C.TX.


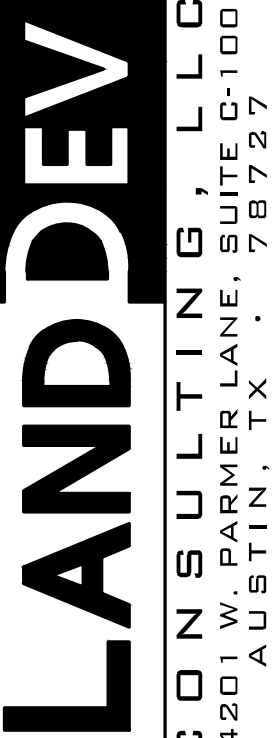

EX. 12" PVC WTR LN A
 PER PLUM CREEK WATER
 TRANSMISSION LINE AND
 WASTEWATER INTERCEPTOR
 (CP-18-0020)

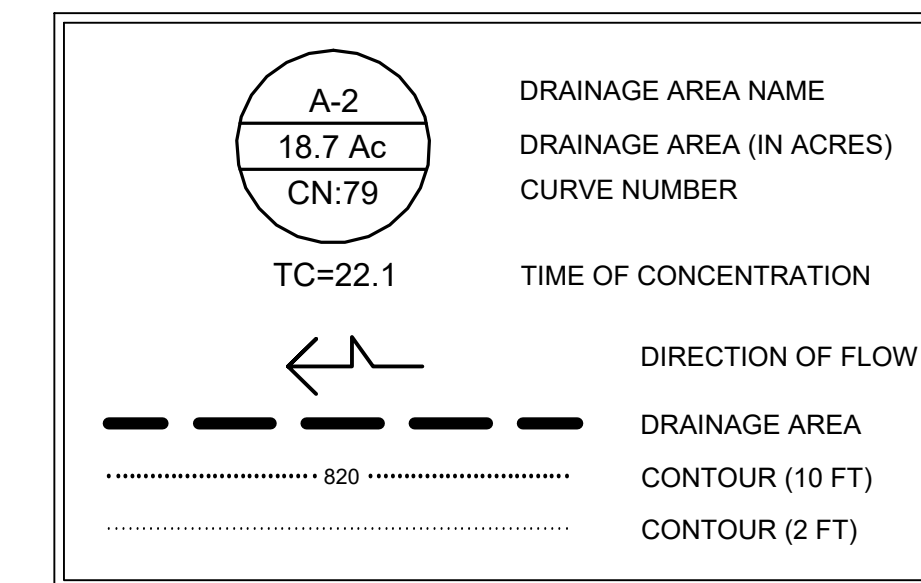
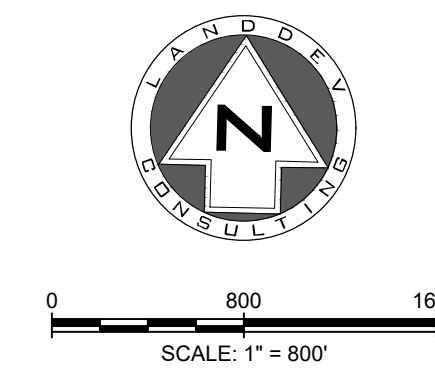
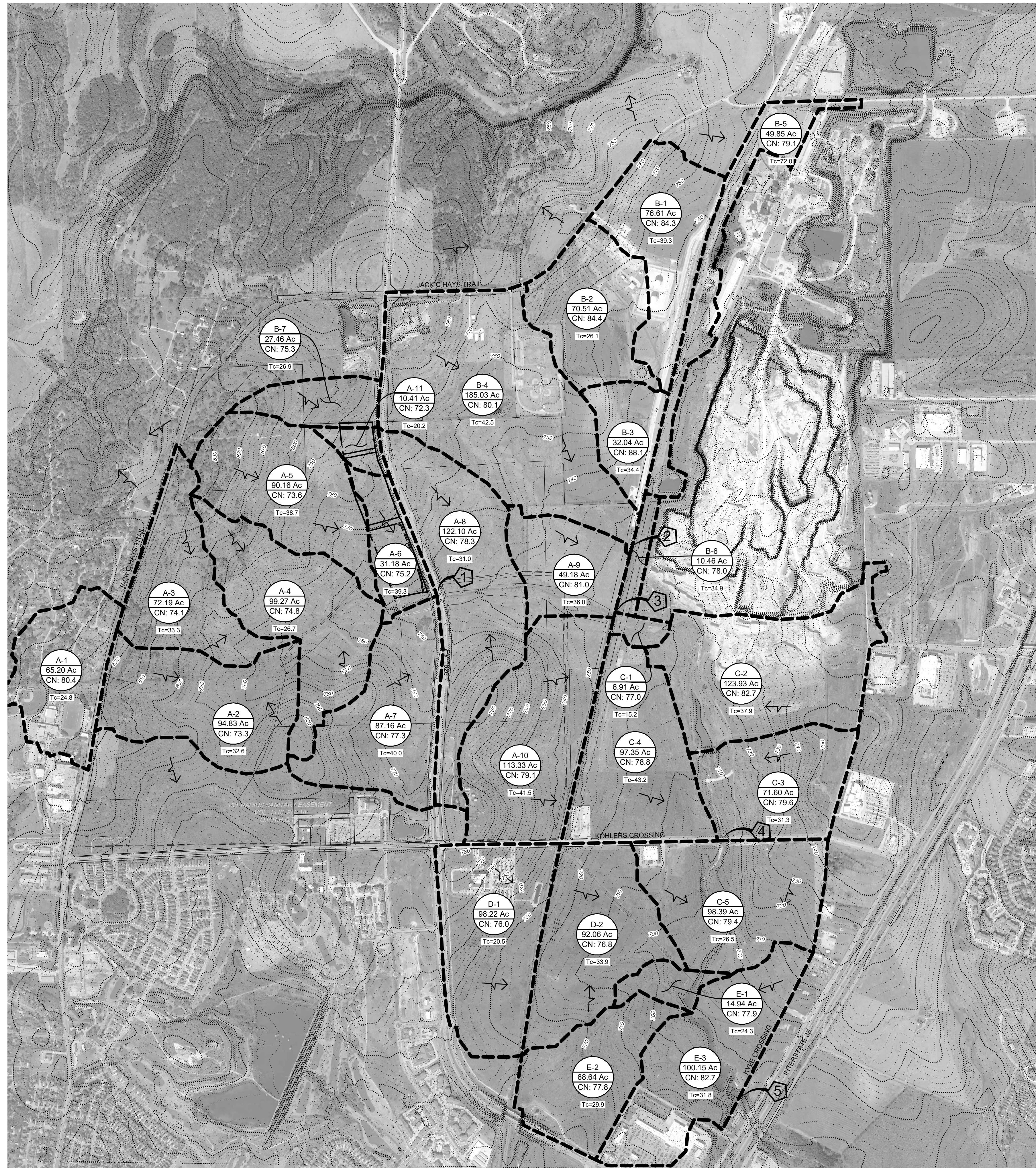
EX. 21" PVC WW LN A
 PER PLUM CREEK WATER
 TRANSMISSION LINE AND
 WASTEWATER INTERCEPTOR
 (CP-18-0020)

NOTE:

1) THE PROPOSED GRADING PLAN IS ASSUMED TO DISTURB APPROXIMATELY 42' OF JURISDICTIONAL WATERS. CONTRACTOR SHALL TAKE EXTRA CARE TO ENSURE THAT THIS LIMITS OF DISTURBANCE DOES NOT INCREASE BEYOND THE LIMITS OF CONSTRUCTION SHOWN ON THE PLAN.

2) CONTRACTOR SHALL INSPECT AND REPAIR ALL EROSION AND SEDIMENTATION INSTALLED PROTECTIONS AFTER ANY RAINFALL EVENT IN EXCESS OF 0.2" OF ACCUMULATED DEPTH.

 Know what's below. Call before you dig.							
 LAND DEV CONSULTING LLC 4201 W. BARBER LANE, SUITE G-100 AUSTIN, TX 78729 OFFICE: 512.872.6696 FIRM NO. 16384							
 JOSEPH R. GALLEGOS 129908 LICENSED PROFESSIONAL ENGINEER T&PE FIRM No. F-16384 26 March 2021							
EROSION & SEDIMENTATION CONTROL PLAN CITY OF KYLE REGIONAL DETENTION SOCCER FIELD GRADING IMPROVEMENTS KYLE, TEXAS							
DESIGNED BY: JB/DG							
DRAWN BY: JB/DG							
CHECKED BY: JB							
APPROVED BY: JB							
SHEET 04 OF 09							



1	DRAINAGE AREAS:	A-1, A-2, A-3, A-4, A-5, A-6, A-7
	COMBINED DA:	0.844 sq mi
	HEC-HMS NODE NAME:	"J-A7A6"
	Q(100):	2,993 cfs ^{**}

2	DRAINAGE AREAS:	B-7, B-4, B-2, B-3, B-1
	COMBINED DA:	0.612 sq mi
	HEC-HMS NODE NAME:	"J-B4B7"
	Q(100):	2,365 cfs ^{**}
NOTE: NORTHERN BRIDGE UNDER RAILROAD.		

3	DRAINAGE AREAS:	A-1, A-2, A-3, A-4, A-5, A-6, A-7 A-11, A-8, A-9, A-10,
	COMBINED DA:	1.305 sq mi
	HEC-HMS NODE NAME:	"J-A10"
	Q(100):	3,046 cfs ^{**}
NOTE: SOUTHERN BRIDGE UNDER UNION PACIFIC RAILROAD		

4	DRAINAGE AREAS:	A-1, A-2, A-3, A-4, A-5, A-6, A-7 A-8, A-9, A-10, A-11, B-1, B-2, B-3 B-4, B-5, B-6, C-1, C-2, C-3, C-4
	COMBINED DA:	2.479 sq mi
	HEC-HMS NODE NAME:	"J-C3C4"
	Q(100):	5,884 cfs ^{**}
NOTE: UNDER KOHLERS CROSSING		

5	DRAINAGE AREAS:	A-1, A-2, A-3, A-4, A-5, A-6, A-7 A-8, A-9, A-10, A-11, B-1, B-2, B-3 B-4, B-5, B-6, C-1, C-2, C-3, C-4 C-5, D-1, D-2, E-1, E-2, E-3
	COMBINED DA:	3.217 sq mi
	HEC-HMS NODE NAME:	"J-E3"
	Q(100):	6,970 cfs ^{**}
NOTE: UNDER KYLE CROSSING		

^{**} REFLECTS THE '01 EXISTING BASIN MODEL IN THE HEC-HMS MODEL PREPARED BY LANDDEV CONSULTING, LLC DATED JUNE 2020.

	"J-A7A6"	"J-B4B7"	"J-A10"	"J-C3C4"	"J-E3"
STORM	0.844 SQ MI	0.612 SQ MI	1.305 SQ MI	2.479 SQ MI	3.217 SQ MI
	DP #1	DP #2	DP #3	DP #4	DP #5
	Q(exist)	Q(exist)	Q(exist)	Q(exist)	Q(exist)
	cfs	cfs	cfs	cfs	cfs
2 yr	673	699	903	1,702	1,831
10 yr	1,466	1,299	1,731	3,292	3,736
25 yr	2,032	1,704	2,265	4,307	4,978
100 yr	2,993	2,365	3,046	5,884	6,970

CURVE NUMBERS FOR THE EXISTING CONDITIONS BASINS WERE DETERMINED BY A COMPOSITE OF NATIONAL LAND COVER DATA (NLCD) AND HYDROLOGIC SOIL TYPES. ALL BASINS IN THE EXISTING CONDITIONS HEC-HMS MODEL HAVE A MODELED IMPERVIOUS COVER OF 0%.

THE HYDROLOGIC MODEL UTILIZES METEOROLOGICAL DATA FOR KYLE, TEXAS, TAKEN FROM NOAA ATLAS 14, VOL. 11, VERSION 2. (LATITUDE: 29.9942°, LONGITUDE: -97.8711°; ELEVATION: 699.71')

	DEPTH-DURATION-FREQUENCY				
	2 YR	10 YR	25 YR	100 YR	500 YR
5 MINUTES	0.527	0.795	0.972	1.26	1.64
15 MINUTES	1.06	1.59	1.94	2.51	3.25
1 HOUR	1.97	2.97	3.63	4.72	6.29
2 HOUR	2.44	3.8	4.78	6.55	9.18
3 HOUR	2.73	4.33	5.55	7.84	11.3
6 HOUR	3.22	5.24	6.82	9.92	14.7
12 HOUR	3.69	6.09	7.97	11.6	17.4
24 HOUR	4.19	6.97	9.11	13.2	19.8

* ALL VALUES IN THIS TABLE ARE IN INCHES OF RAINFALL

DRAINAGE AREA INFORMATION PROVIDED AS REFERENCE ONLY. THE INFORMATION ON THESE SHEETS WAS PREVIOUSLY SUBMITTED AND REVIEW WITH THE PLUM CREEK REGIONAL DETENTION PLANS (SD-20-0075) APPROVED ON NOVEMBER 17TH, 2020.

BUNTON BRANCH WATERSHED - N 30.036°, W 97.871°

EXISTING CONDITIONS

Item # 20

REVISION

NO.	DATE	BY

REGIONAL DETENTION SOCCER FIELD GRADING IMPROVEMENTS

811
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LANDDEV
CONSULTING, LLC
4201 W. BARBER LANE, SUITE G-100
AUSTIN, TX 78729
OFFICE: 512.872.6696
FIRM NO. 16384

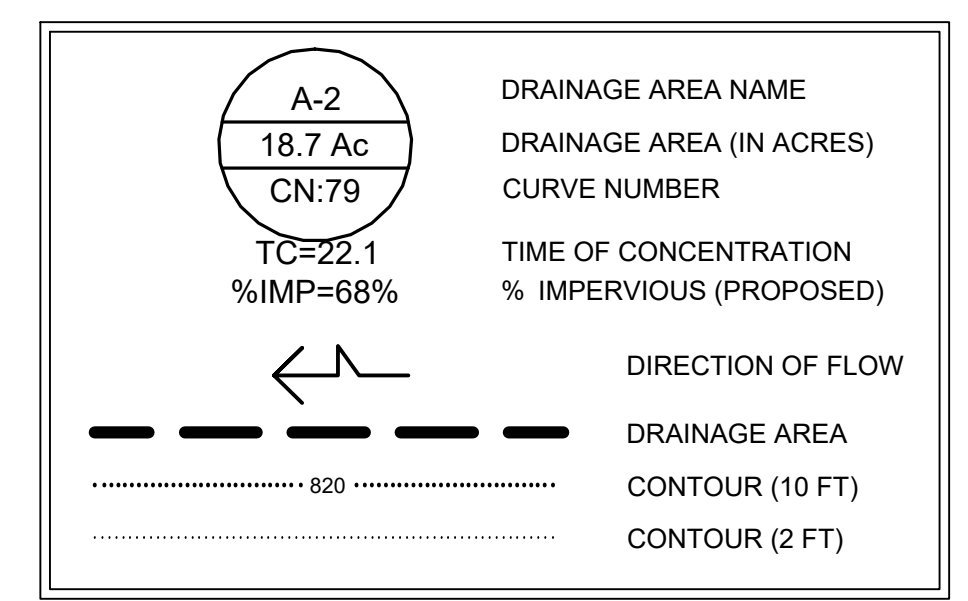
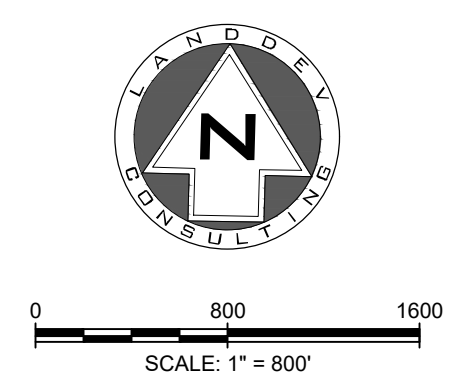
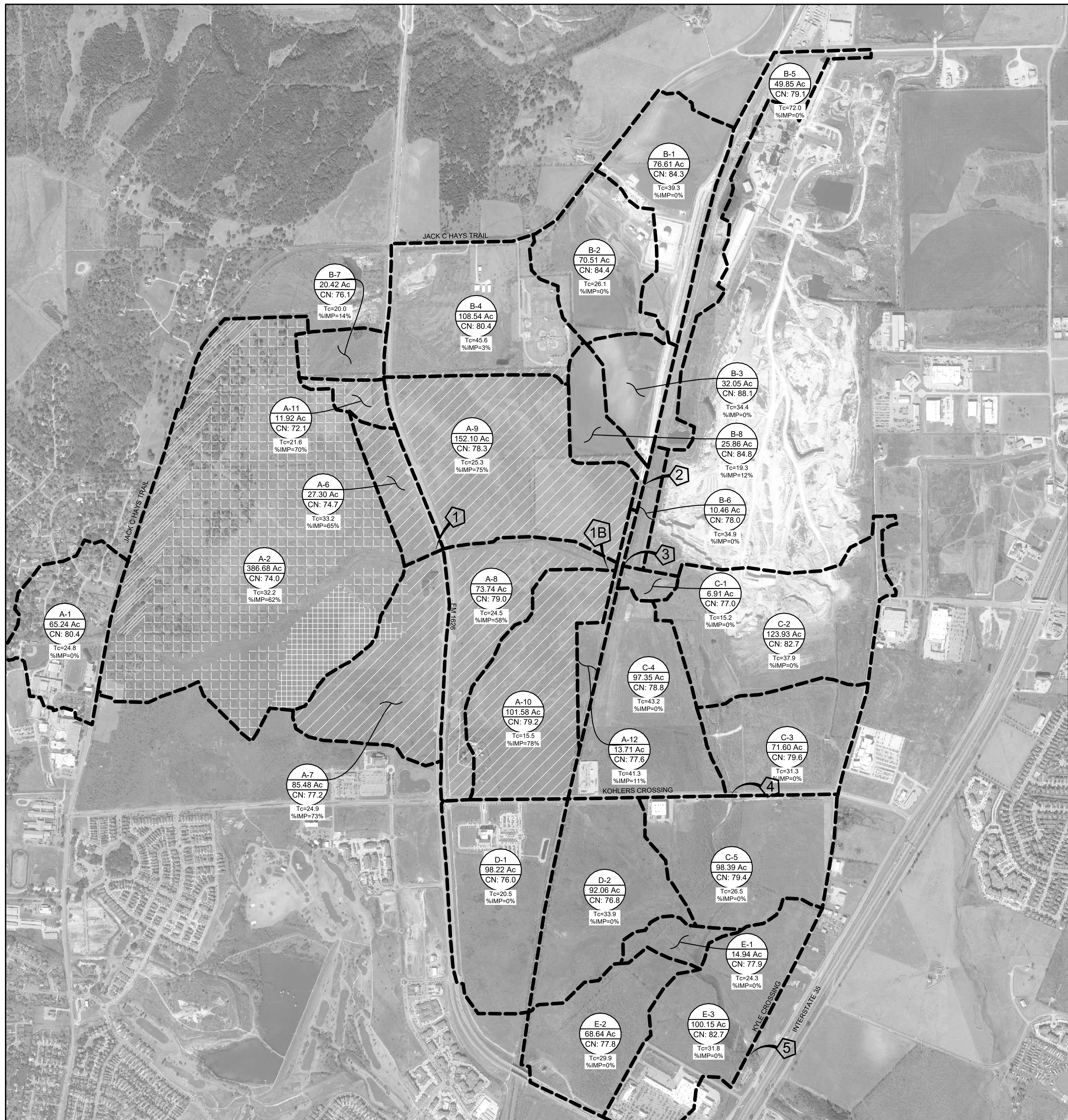
26 March 2021

EXISTING DRAINAGE AREA MAP

CITY OF KYLE
REGIONAL DETENTION SOCCER
FIELD GRADING IMPROVEMENTS
KYLE, TEXAS

DESIGNED BY: JG/DG
DRAWN BY: JG/DG
CHECKED BY: JG
APPROVED BY: JG

SHEET 05 OF 09



1	DRAINAGE AREAS:	A-1, A-2, A-6, A-7
	COMBINED DA:	0.858 sq mi
	HEC-HMS NODE NAME:	"J-A7A6"
	Q(100):	3,349 cfs *
NOTE:		FULLY DEVELOPED UN-DETAINED FLOWS TO FM 1626
1B	DRAINAGE AREAS:	A-1, A-2, A-6, A-7, A-8, A-9, A-10, A-11
	COMBINED DA:	1.388 sq mi
	HEC-HMS NODE NAME:	"J-A10"
	Q(100):	4,982 cfs *
NOTE:		INFLOW TO REGIONAL DETENTION
2	DRAINAGE AREAS:	B-1, B-2, B-3, B-4, B-7, B-8
	COMBINED DA:	0.612 sq mi
	HEC-HMS NODE NAME:	"J-B3B8"
	Q(100):	1,978 cfs *
NOTE:		NORTHERN BRIDGE UNDER RAILROAD.
3	DRAINAGE AREAS:	A-1, A-2, A-6, A-7, A-8, A-9, A-10, A-11, A-12
	COMBINED DA:	1.410 sq mi
	HEC-HMS NODE NAME:	"J-A12"
	Q(100):	2,595 cfs *
NOTE:		SOUTHERN BRIDGE UNDER RAILROAD.
4	DRAINAGE AREAS:	A-1, A-6, A-7, A-8, A-9, A-10, A-11, A-12, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, C-1, C-2, C-3, C-4
	COMBINED DA:	2.494 sq mi
	HEC-HMS NODE NAME:	"J-C3C4"
	Q(100):	5,135 cfs *
NOTE:		UNDER KOHLERS CROSSING
5	DRAINAGE AREAS:	A-1, A-2, A-6, A-7, A-8, A-9, A-10, A-11, A-12, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, C-1, C-2, C-3, C-4, C-5, D-1, D-2, E-1, E-2, E-3
	COMBINED DA:	3.232 sq mi
	HEC-HMS NODE NAME:	"J-E3"
	Q(100):	6,251 cfs *
NOTE:		

* REFLECTS THE '02 Proposed BASIN MODEL IN THE HEC-HMS MODEL PREPARED BY LANDDEV CONSULTING, LLC DATED JUNE 2020.

CURVE NUMBERS FOR THE PROPOSED CONDITIONS BASINS WERE DETERMINED BY A COMPOSITE OF NATIONAL LAND COVERAGE DATA (NLCD) AND HYDROLOGIC SOIL TYPES.
 THE HYDROLOGIC MODEL UTILIZES METEOROLOGICAL DATA FOR KYLE, TEXAS, TAKEN FROM NOAA ATLAS 14, VOL 11, VERSION 2 (SEE SHEET 6)

STORM	"J-A10"		"J-A12"		POND ELEV ft	POND VOLUME AC-FT
	EXISTING CONDITIONS 1.305 SQ MI	ULTIMATE DEVELOPMENT POND INFLOW 1.388 SQ MI	EXISTING CONDITIONS 1.410 SQ MI	ULTIMATE DEVELOPMENT POND INFLOW 1.410 SQ MI		
2 yr	903	1,722	868	868	732.9	62.3
10 yr	1,731	2,884	1,365	1,365	734.5	117.9
25 yr	2,265	3,676	1,726	1,726	735.5	160.2
100 yr	3,046	4,982	2,595	2,595	737.1	233.8

PROPOSED

BUNTON BRANCH WATERSHED - N 30.036°, W 97.871°

(A) PROPOSED IMPERVIOUS @ (65%) = 190.5 ACRES	(C) PROPOSED IMPERVIOUS @ (80%) = 28.3 ACRES
(B) PROPOSED IMPERVIOUS @ (80%) = 320.2 ACRES	(D) PROPOSED IMPERVIOUS @ (65%) = 29.3 ACRES
TOTAL PROPOSED IMPERVIOUS COVER WITHIN STUDIED BASIN = 568.3 ACRES	

DRAINAGE AREA INFORMATION PROVIDED AS REFERENCE ONLY. THE INFORMATION ON THESE SHEETS WAS PREVIOUSLY SUBMITTED AND REVIEW WITH THE PLUM CREEK REGIONAL DETENTION PLANS (SD-20-0075) APPROVED ON NOVEMBER 17TH, 2020.

REGIONAL DETENTION SOCCER FIELD GRADING IMPROVEMENTS

DESIGNED BY: JG/DG
 DRAWN BY: JG/DG
 CHECKED BY: JG
 APPROVED BY: JG

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LAND DEV CONSULTING, LLC
 4201 W. BARBER LANE, SUITE G-100
 AUSTIN, TX 78729
 OFFICE: 512.872.6696
 FIRM NO. 16384

STATE OF TEXAS
 JOSEPH R. GALLEGOS
 129909
 LICENSED PROFESSIONAL ENGINEER
 TYPE FIRM NO. F-16384
 26 March 2021

PROPOSED DRAINAGE MAP
 CITY OF KYLE
 REGIONAL DETENTION SOCCER FIELD GRADING IMPROVEMENTS
 KYLE, TEXAS

SHEET 06 OF 09

C:\1000\1-4202-003 - Regional Detention Soccer Field Mass Grading\03_Aerial\Proposed Drainage Map - March 26, 2021 2:32 PM.gxd

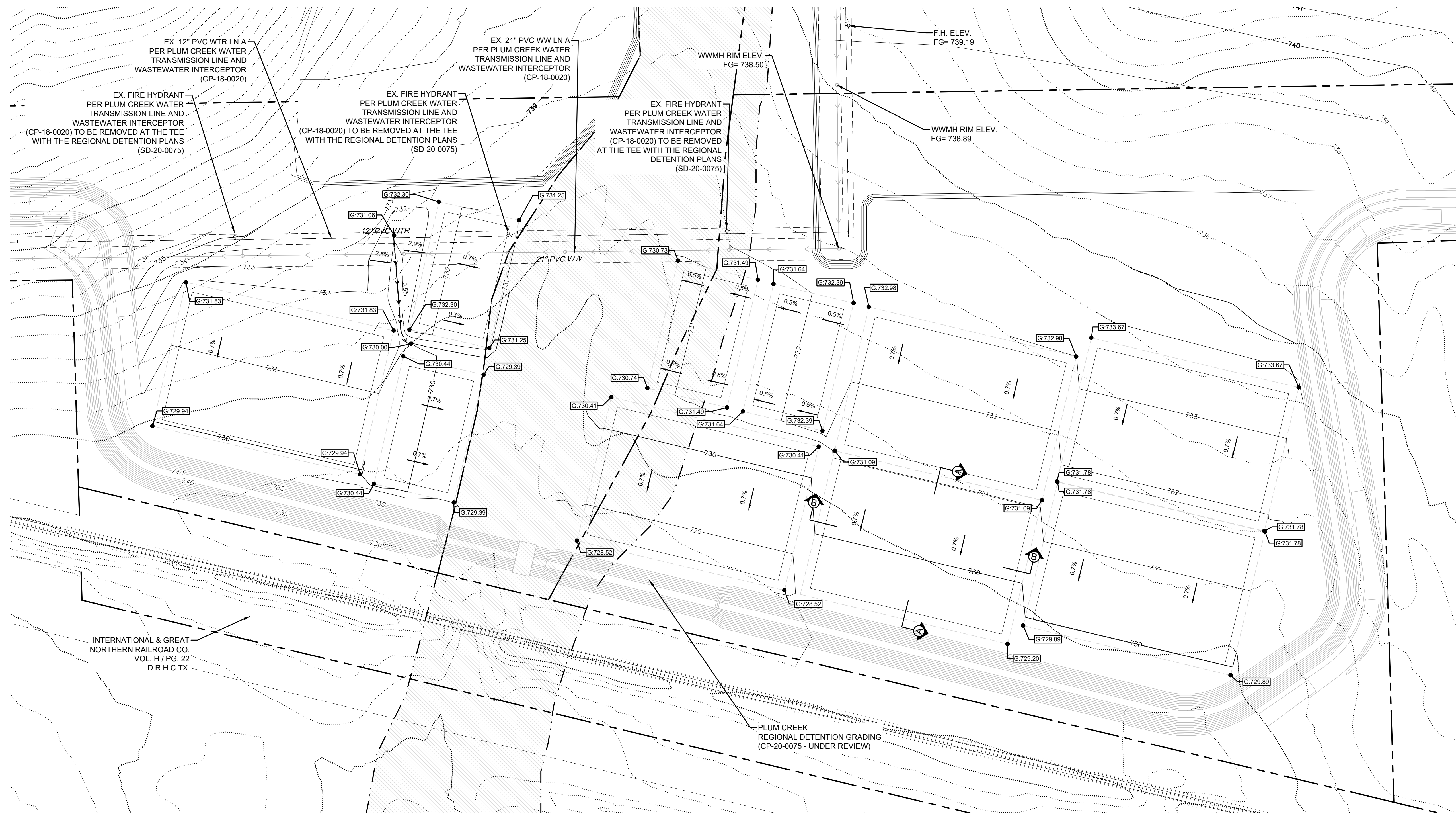


0 100' 200'
SCALE: 1" = 100'

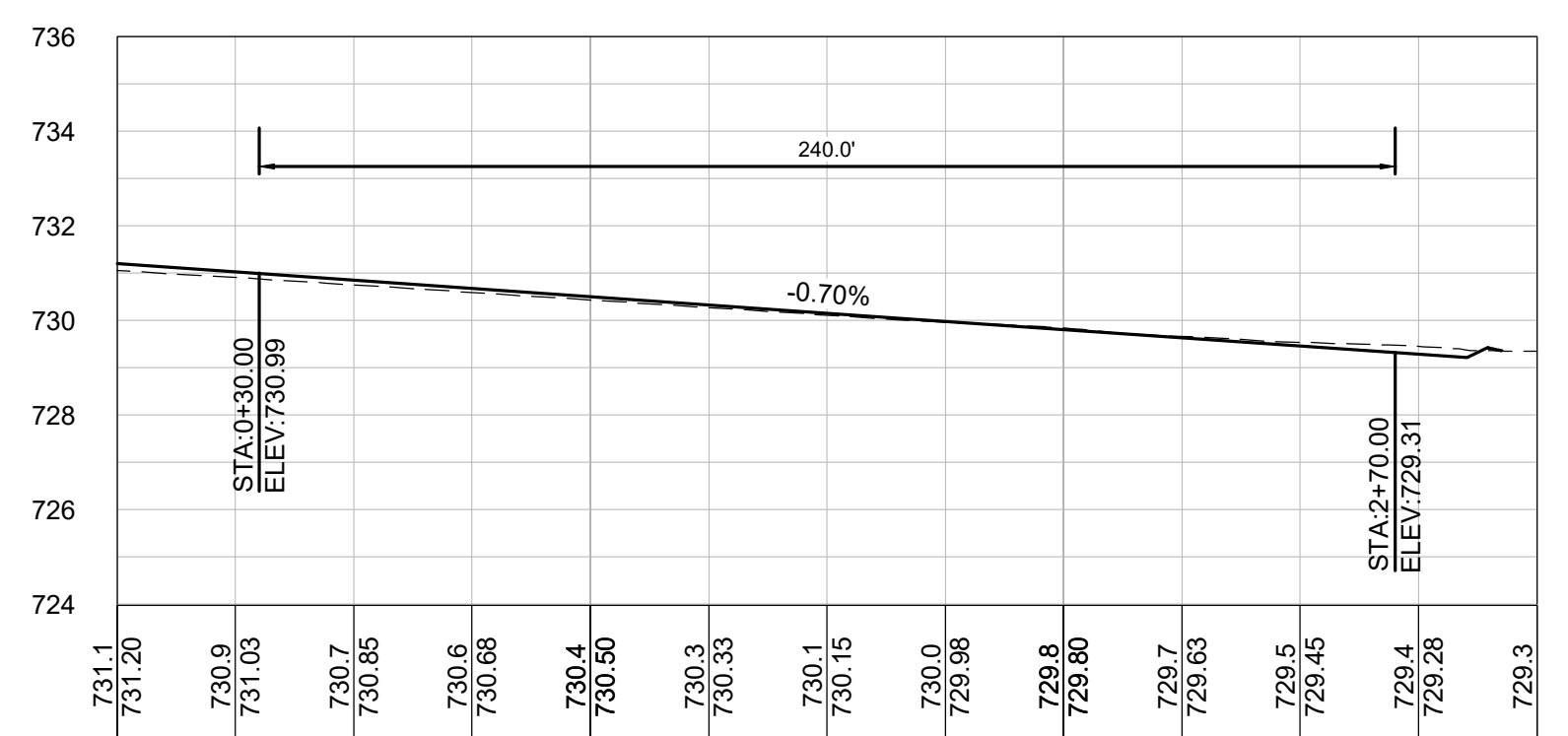
- LEGEND**
- 8.34 EXISTING MINOR CONTOUR
 - 8.35 EXISTING MAJOR CONTOUR
 - 8.34 PROPOSED MINOR CONTOUR
 - 8.35 PROPOSED MAJOR CONTOUR
 - BOUNDARY
 - EASEMENT
 - FLOW DIRECTION

NOTE:

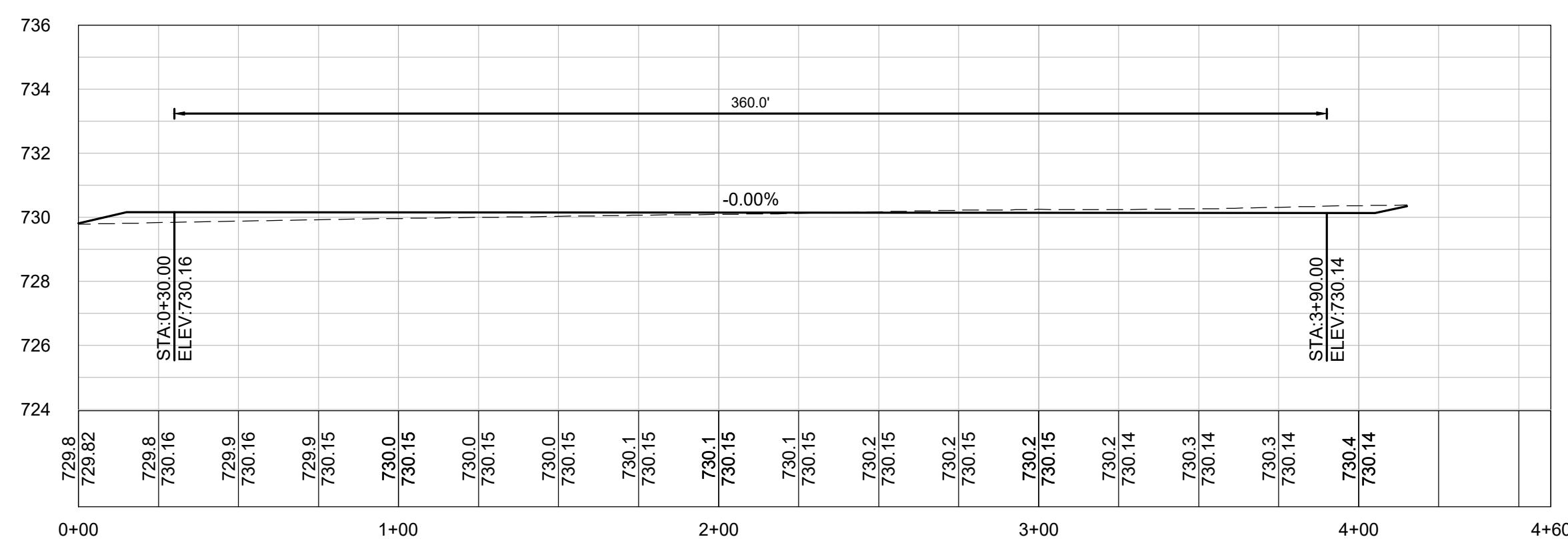
- 1) SITE PREPARATION AND GRADING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS AS STATED IN THE GEOTECHNICAL REPORT, BY ECS SOUTHWEST, LLP, FOR "PLUM CREEK AREAS", DATED FEBRUARY 8TH, 2019
- 2) NO FILL IS PROPOSED OR SHALL BE PLACED WITHIN THE LIMITS OF THE FEMA EFFECTIVE FLOODPLAIN PER PANEL 48209C0290F.
- 3) EXISTING SPOILS MAY BE LOCATED ON SITE, CONTRACTOR TO UTILIZE AS NEEDED FOR THIS PROJECT



TYPICAL CROSS SECTION A-A



TYPICAL CROSS SECTION B-B



REVISION NO. BY DATE

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LAND DEV
CONSULTING LLC
4201 W. SAMER LANE, SUITE G-100
AUSTIN, TX 78729
OFFICE: 512.872.6696
FIRM NO. 16384

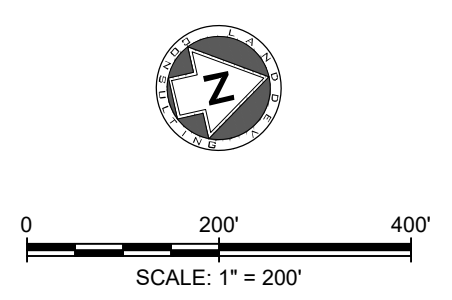
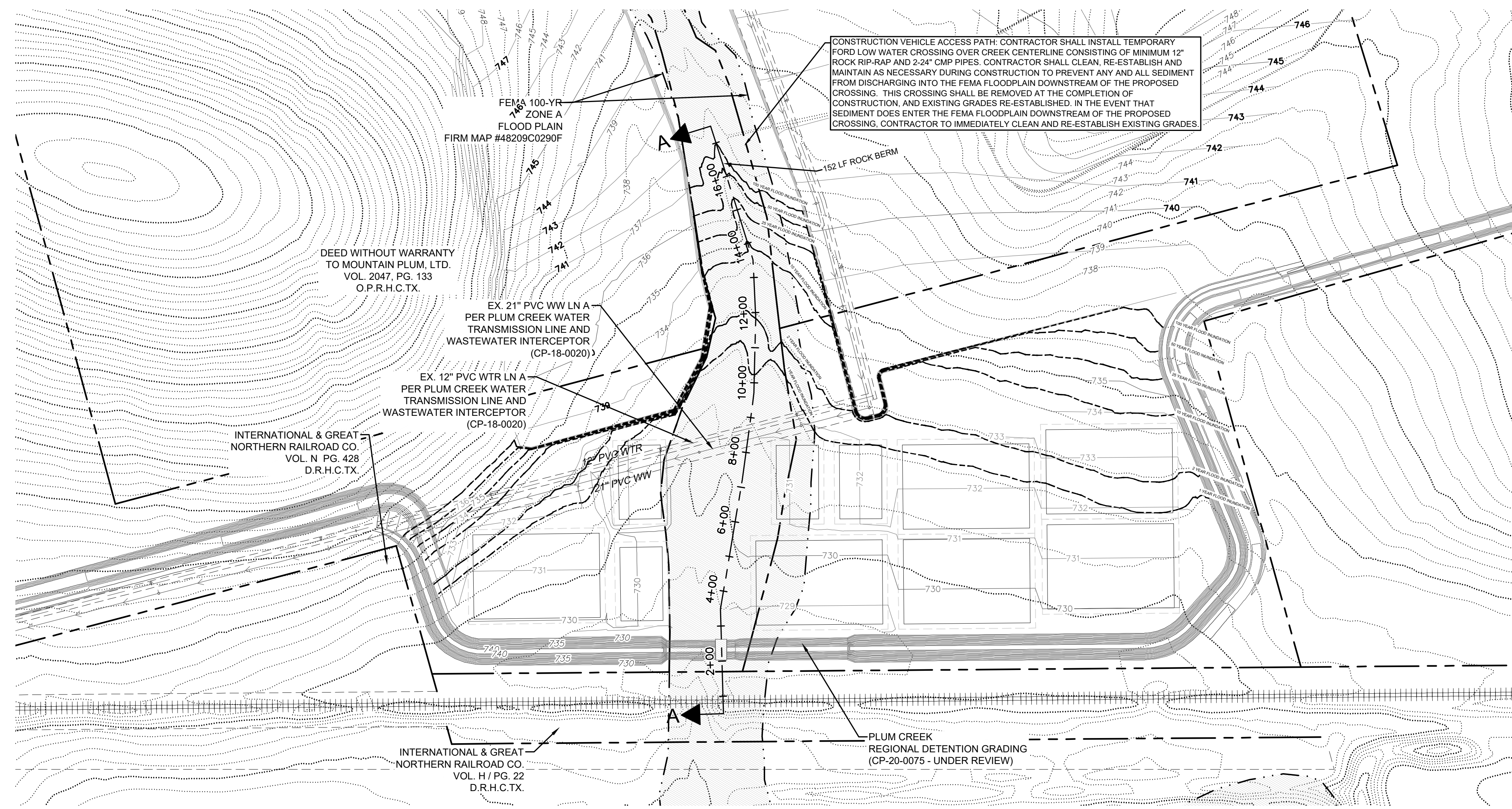
STATE OF TEXAS
JOSEPH R. GALLEGOS
129909
LICENSED PROFESSIONAL ENGINEER
TBP# FIRM No. F-16384
26 March 2021

GRADING PLAN
CITY OF KYLE
REGIONAL DETENTION SOCCER
FIELD GRADING IMPROVEMENTS
KYLE, TEXAS

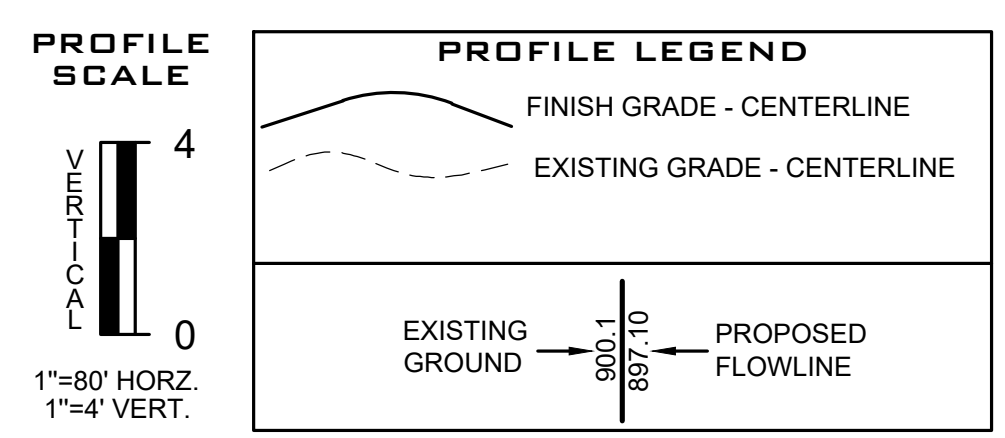
DESIGNED BY: JG/DG
DRAWN BY: JG/DG
CHECKED BY: JG
APPROVED BY: JG

SHEET **07** OF **09**

C:\1000\14502-003 - Regional Detention Soccer Field Mass Grading\03_ACD\Plan\14502 GRP_Lay_07 GRADING PLAN_March16_2021_2:53 PM.dgn



- LEGEND**
- 8.34 EXISTING MINOR CONTOUR
 - 8.35 EXISTING MAJOR CONTOUR
 - 834 PROPOSED MINOR CONTOUR
 - 835 PROPOSED MAJOR CONTOUR
 - BOUNDARY
 - EASEMENT
 - LOC LIMITS OF CONSTRUCTION
 - SF SILT FENCE
 - FLOODPLAIN
 - STABILIZED CONSTRUCTION ENTRANCE
 - ROCK BERM
 - TEMPORARY SPOILS AREA
 - CONCRETE WASHOUT AREA

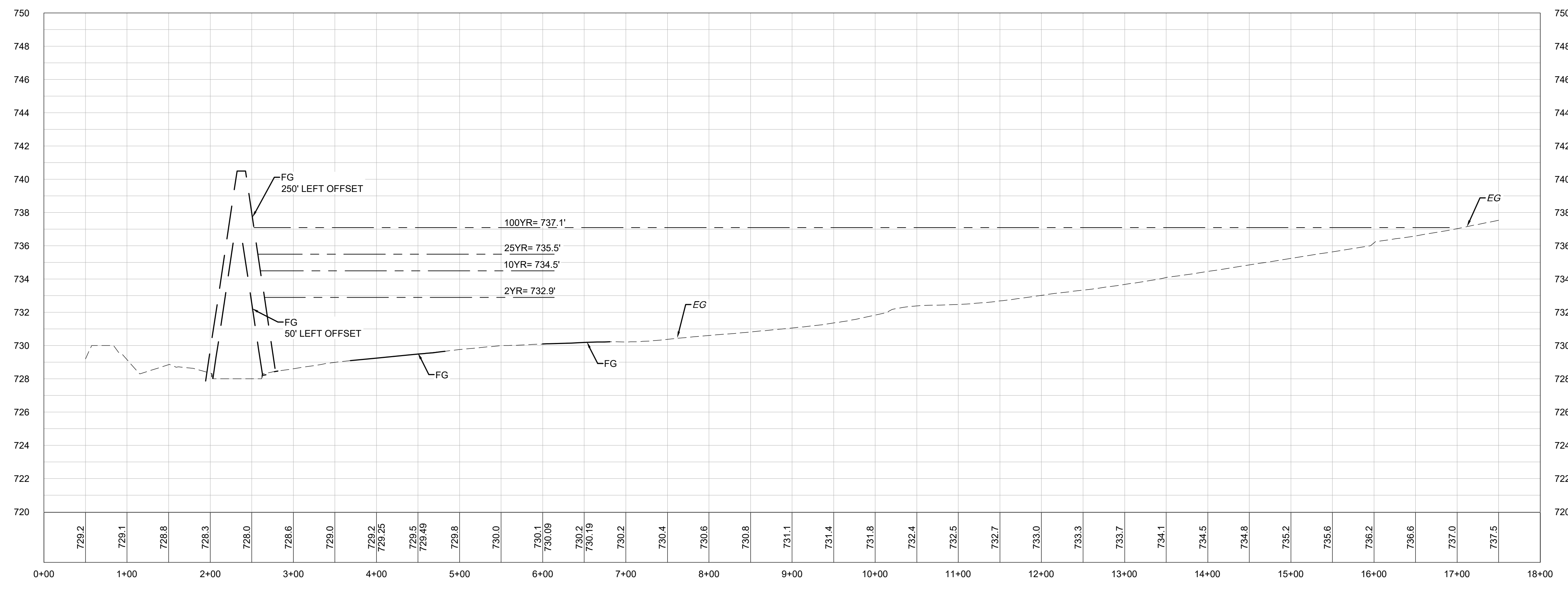


NOTE:
 1) INUNDATION INFORMATION WAS MODELED AND CALCULATED WITH THE APPROVED PLANS, "PLUM CREEK REGIONAL DETENTION" PERMIT NO. SD-20-0075.

FLOODING ELEVATIONS PER YEAR

1YR	- 732.3'
2YR	- 732.9'
10 YR	- 734.5'
25 YR	- 735.5'
50 YR	- 736.3'
100 YR	- 737.1'

SECTION A-A



REVISION NO. DATE

BY

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LAND DEV CONSULTING LLC
 4201 W. BARBER LANE, SUITE G-100
 AUSTIN, TX 78729
 OFFICE: 512.872.6696
 FIRM NO. 16384

STATE OF TEXAS
 JOSEPH R. GALLEGOS
 129908
 LICENSED PROFESSIONAL ENGINEER
 TBPE FIRM No. F-16384
 26 March 2021

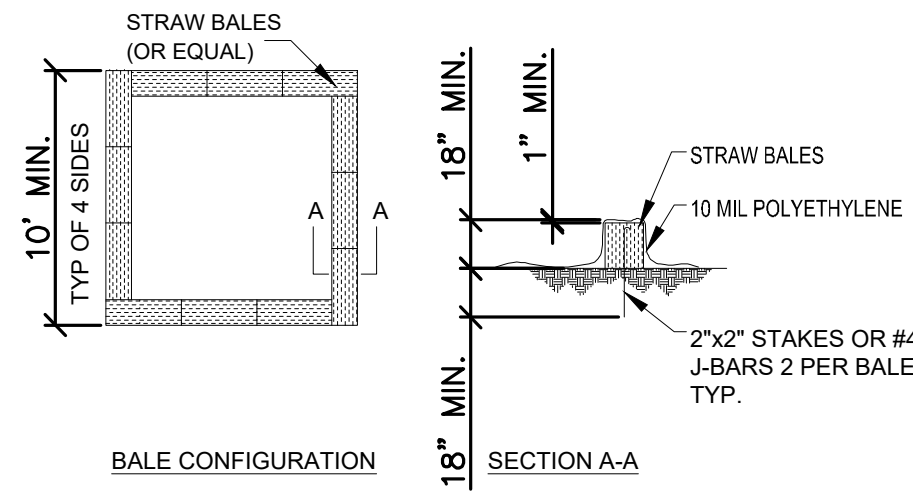
EROSION & SEDIMENTATION CONTROL PLAN

CITY OF KYLE
 REGIONAL DETENTION SOCCER
 FIELD GRADING IMPROVEMENTS
 KYLE, TEXAS

DESIGNED BY: JG/DG
 DRAWN BY: JG/DG
 CHECKED BY: JG
 APPROVED BY: JG

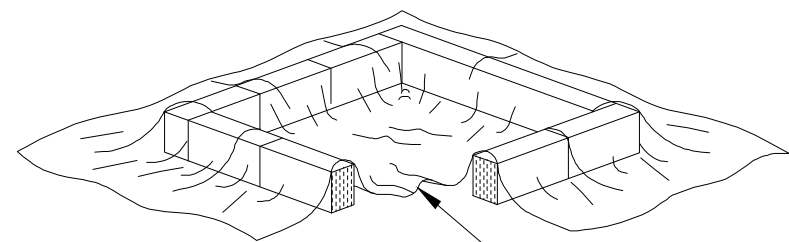
SHEET **08** OF **09**

C:\21000\14502-001 - Regional Detention Soccer Field Mass Grading\03_ACD\Plan\14502 INUNDATION.dwg, 08 FLOOD INUNDATION, March 26, 2021, 2:34 PM, gfgarza



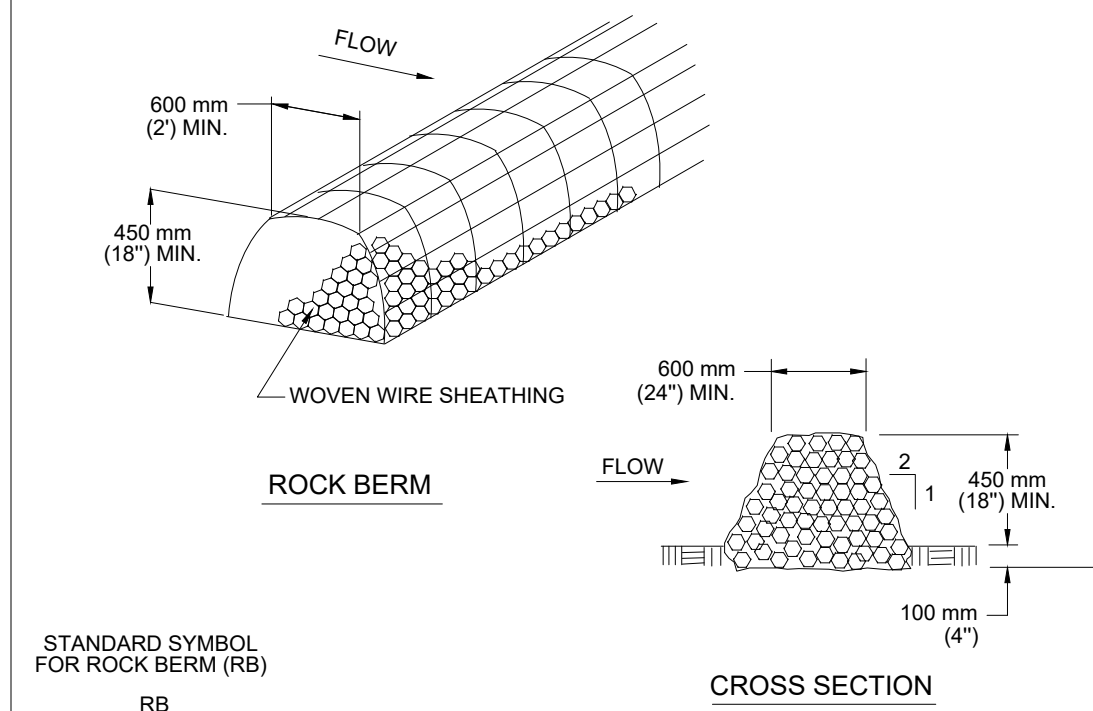
NOTES:

1. CONCRETE WASHOUT SHALL BE LOCATED BEHIND CURB AND 50 FT. MINIMUM FROM DRAINAGE INLETS OR WATERCOURSES



CONCRETE WASHOUT DETAIL

DATE: 05/23/17 SCALE: N.T.S DRAWN BY: NAL



NOTES:

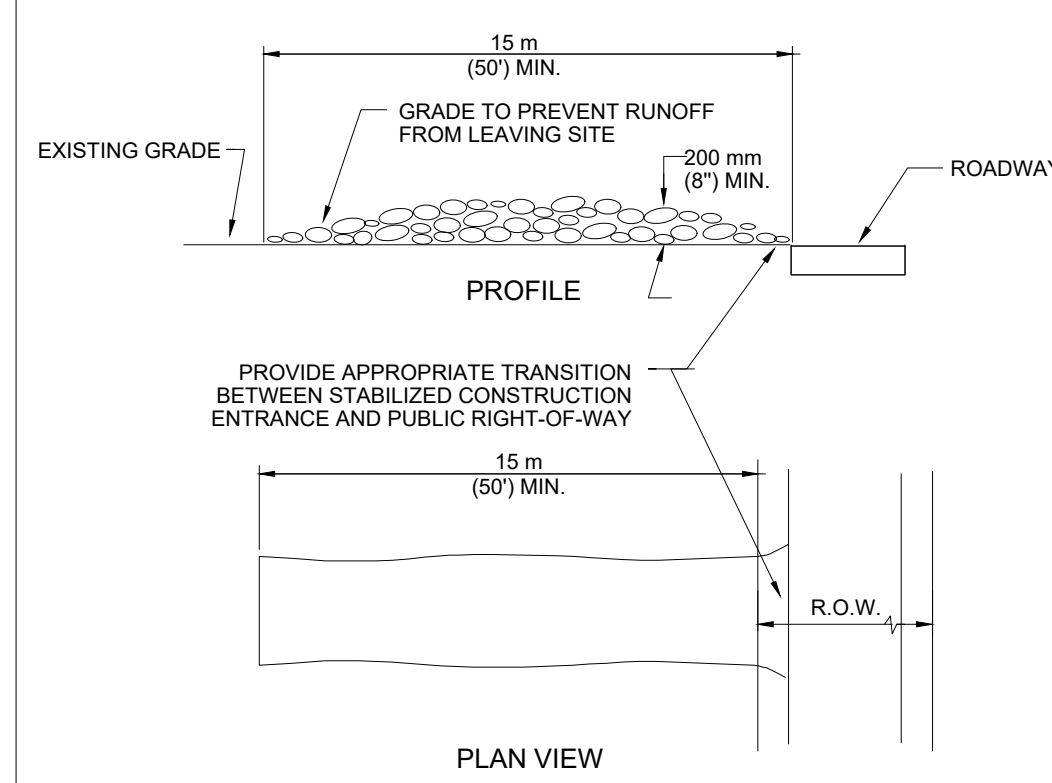
1. USE ONLY OPEN GRADED ROCK 75 TO 125 mm (3 TO 5") DIAMETER FOR ALL CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 25 mm (1") OPENING AND MINIMUM WIRE DIAMETER OF 12.9 mm (20 GAUGE).
3. THE ROCK BERM SHALL BE INSPECTED DAILY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SEDIMENT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. IF SEDIMENT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 150 mm (6"), WHICHEVER IS LESS, THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SEDIMENTATION PROBLEM.
5. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

CITY OF AUSTIN

WATERSHED PROTECTION DEPARTMENT
RECORD COPY SIGNED BY MORGAN BYARS 8/24/2010 ADOPTED

ROCK BERM

STANDARD NO. 639S-1



NOTES:

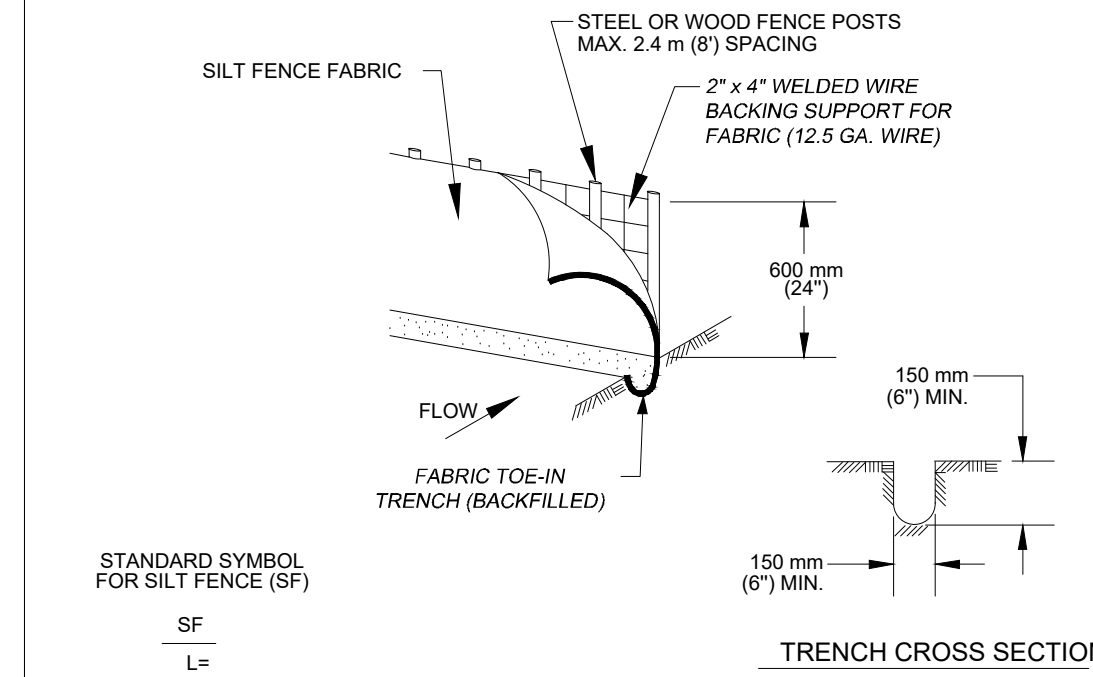
1. STONE SIZE: 75-125 mm (3-5") OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 15 m (50').
3. THICKNESS: NOT LESS THAN 200 mm (8").
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

CITY OF AUSTIN

WATERSHED PROTECTION DEPARTMENT
RECORD COPY SIGNED BY J. PATRICK MURPHY 5/23/00 ADOPTED

STABILIZED CONSTRUCTION ENTRANCE

STANDARD NO. 641S-1



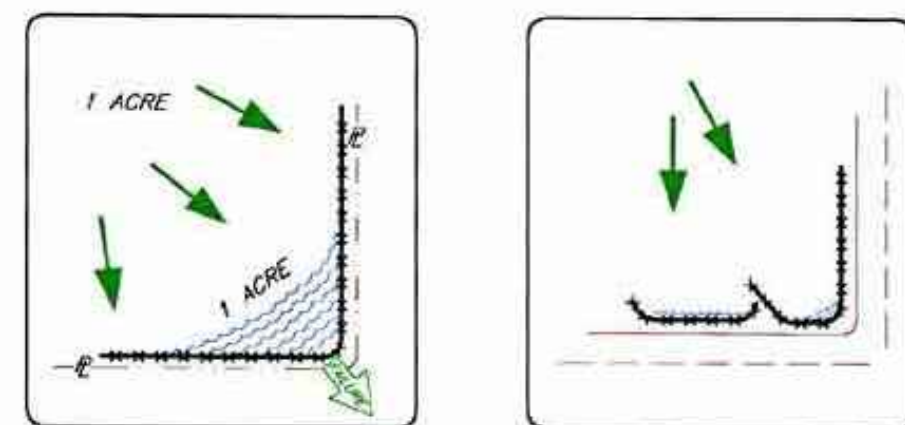
1. STEEL OR WOOD POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 300 mm (12 INCHES). IF WOOD POSTS CANNOT ACHIEVE 300 mm (12 INCHES) DEPTH, USE STEEL POSTS.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH MUST BE A MINIMUM OF 150 mm (6 INCHES) DEEP AND 150 mm (6 INCHES) WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE FABRIC SHOULD BE SECURELY FASTENED TO EACH STEEL OR WOOD SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL OR WOOD FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 INCHES). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

CITY OF AUSTIN

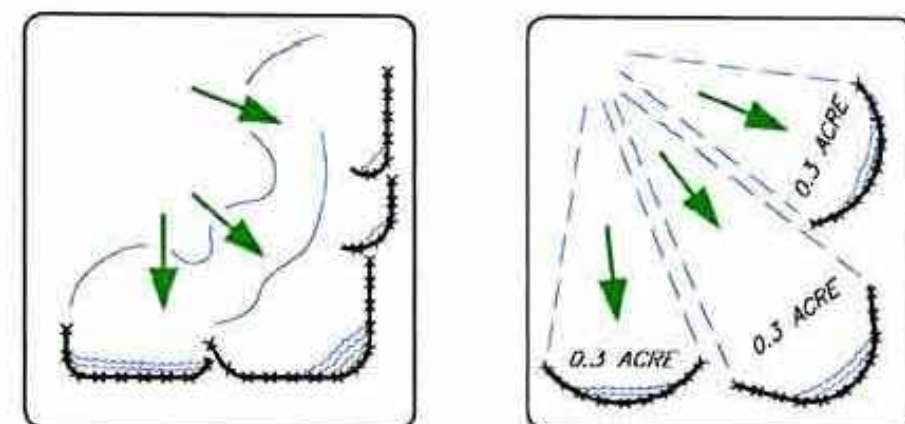
WATERSHED PROTECTION DEPARTMENT
RECORD COPY SIGNED BY MORGAN BYARS 09/01/2011 ADOPTED

SILT FENCE

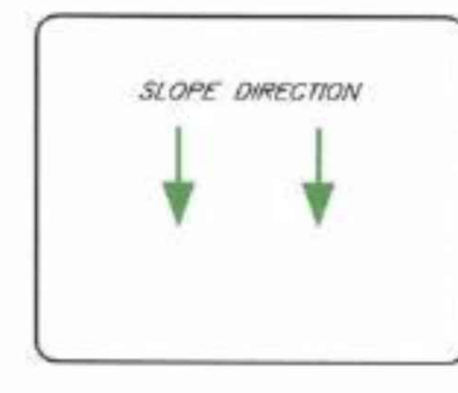
STANDARD NO. 642S-1



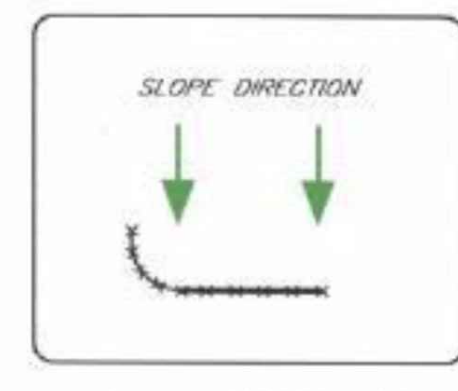
Correct - Install J-hooks



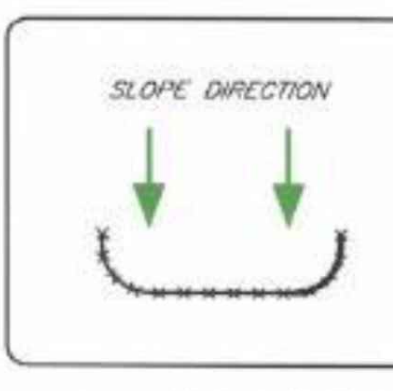
SILT FENCE PLACEMENT FOR PERIMETER CONTROL



STEP 1 - CONSTRUCT LEG



STEP 2 - CONSTRUCT DAM



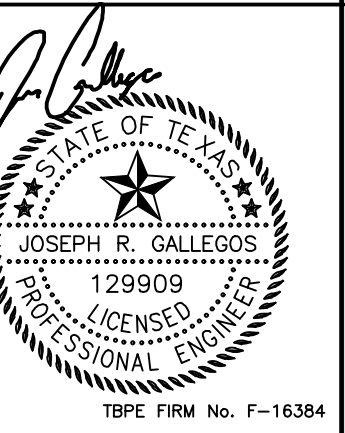
STEP 3 - CONSTRUCT LEG 2

INSTALLATION WITH J-HOOKS OR 'SMILES' INCREASE SILT FENCE EFFICIENCY.

SILT FENCE TYPICAL PLACEMENT-ONE SLOPE



LAND DEV
CONSULTING LLC
4201 W. BARBER LANE, SUITE G-100
AUSTIN, TX 78727
OFFICE: 512.872.6696
FIRM NO. 16384



26 March 2021

GENERAL DETAILS
CITY OF KYLE
REGIONAL DETENTION SOCCER
FIELD GRADING IMPROVEMENTS
KYLE, TEXAS

DESIGNED BY: JG/DG
DRAWN BY: JG/DG
CHECKED BY: JG
APPROVED BY: JG

SHEET 09 OF 09



CITY OF KYLE, TEXAS

Hadsell Estate – Comprehensive Plan Amendment (Z-21-0075)

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas, adopting an amendment to the City's 2010 Comprehensive Plan; Providing for the amendment of the plan by including Manufactured Home Subdivision District 'M-2' and Manufactured Home Park 'M-3' to the New Town Community Land Use District; Providing for Related Matters. (Hadsell Estate - Z-21-0075) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve.

- Public Hearing

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Ordinance_Redlined
- Summary Letter
- Agent Assignee Letter
- Franchise Tax Account Status
- Deed
- Letters Testamentary
- Land Use Districts Map (Entire City)



CITY OF KYLE

Community Development Department



April 13, 2021

To: Kyle Planning & Zoning Commission
From: Howard J. Koontz, AICP; Director, Planning & Community Development
Re: Comprehensive Plan Text Amendment to Add Manufactured Home Zoning to the New Town Community District

A client has come forward to the city with a request to apply manufactured home zoning to a certain parcel. The parcel in question has been assigned to the city's New Town Community district on the Future Land Use map of the 2010 Comprehensive Plan. Adjacent to the subject site are lands owned by the client which already operate as a manufactured home community, also located within the New Town Community district. Those parcels are lawful and conforming from a land use and existing zoning standpoint, but at the same time are non-conforming from a future land use map assignment perspective. The client has made a request of staff to initiate a text amendment to the Comprehensive Plan to allow the city to consider the assignment of manufactured home zoning in the New Town Community, consistent with the community already operating in the region.

City Charter Comprehensive Plan Ordinance

Sec. 10.03. - Comprehensive Plan Adoption and Amendment.

"The comprehensive plan, or elements or portions thereof, shall be initially prepared and drafted by personnel and/or consultants authorized by the council, under the supervision of the city manager who shall coordinate development of the plan with the planning commission and the council. A draft of the comprehensive plan shall be submitted to the planning commission which shall hold a minimum of two public hearings on such plan and make recommendations for the approval of the plan, with or without amendments. The planning commission shall then forward the proposed comprehensive plan or element or portion thereof to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with the planning commission's and the city manager's recommendations thereon. If the proposed comprehensive plan has not been adopted within two years from the effective date of this charter, the proposed plan as it then exists will automatically become the City's comprehensive plan.

"The council may adopt, or adopt with changes or amendments, the proposed comprehensive plan or any element or portion thereof, after one or more public hearings. The council shall act on such plan, element or portion thereof, within ninety

(90) days following its submission. If such plan or element or portion thereof is not adopted by the council, the council shall, with policy direction, return such plan or element thereof to the planning commission, which may modify such plan or element or portion thereof, and again forward it to the city manager for submission in like manner to the council. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.

“Upon the adoption of a comprehensive plan or element or portion thereof by the council, all land development regulations including zoning and map, subdivision regulations, roadway plan, all public improvements, public facilities, public utilities projects and all city regulatory actions relating to land use, subdivision and development approval shall be consistent with the comprehensive plan, element or portion thereof as adopted, except to the extent, if any, as provided by law. For purposes of clarity, consistency and facilitation of comprehensive planning and land development process, the various types of local regulations or laws concerning the alteration, development and use of land may be combined in their totality in a single ordinance or code.”

Comprehensive Plan Text

New Town Community District

“Recommended: R-1-1, R-1-2, R-1-3, R-1-C, R-1-T, R-2, R-3-2, R-3-3, CC, NC, RS, MXD, O/I

“Conditional: E, A, C/M, R-1-A, R-3-1, RV, T/U, UE, HS, W”

New Town Community

“Character”: Currently consisting of primarily residential uses, open fields, some commercial uses along I-35, and the City’s new Performing Arts Center, the New Town District will likely experience significant development pressures in the near future. This District straddles both I-35 and FM 1626, and growth from Austin and Buda is spreading south along these roadways. These land uses and the forms that follow are wide ranging and varying according to the existing development pattern in place today, and the availability for utility service to as-yet undeveloped lands. The New Town District includes undeveloped residential areas, the proposed site for an ‘Uptown’ shopping/activity center, proposed and existing commercial along higher classified roadways, and legacy residential that has existed for many years. This District should be livable, comfortable, and convenient for all residents of Kyle and surrounding region. Elements of form and design are critical to ensuring transitions between neighboring uses.

“Intent”: The New Town District is designed to contain a horizontal mix of land uses that should be integrated across the area to express a cohesive community form. Many differing uses are encouraged throughout the District, but are distributed in autonomous land parcels instead of vertically aggregated in fewer land parcels. Horizontal mixed uses provide a transition to integrate the community form of New Town with surrounding communities, landscapes and nodes.

“As parcels along major roadways and along side high capacity wet utilities come available, the development density of those parcels should be established higher than other areas of the city, especially any properties in proximity to either I-35, FM 1626 or both. The purpose of the New Town District is to harness economic development potential and establish its position as the sustainable center of surrounding growth. The leading way to make this a reality is to build off the strength of the urban form supported in the Core Area Transition District, make use of the transportation network already in place that runs through and along this district, and enable more uses and architectural types that blend well into the urban design form. This District should provide economic support to Kyle based on locational advantages gained by access to growth advancing from south Austin and nodal developments on the northern side of Kyle. Mixed-Use development should be encouraged, not only permitted, to maximize economic development. This can be achieved by aggregating appropriate densities in order to support a mixture of uses. Development patterns and employment opportunities should be created in the New Town District that do not conflict with the surrounding community fabric. Establishing mixed use zoning districts and employment districts will compliment the existing retail and service uses present today, and should be supported by the adjacent residential and future integrated multi-family residential.”

Analysis

Approximately a year ago, representatives approached City staff wanting to purchase the 24.653-Acres at 600 Bebee Road. At this time, they wanted to purchase the site for a new phase of the Lakeside Crossing Manufactured Home Park. As staff conducted preliminary research, it became clear the comprehensive plan did not consider any manufactured home zoning districts in this part of Kyle (New Town Community district).

The Lakeside Crossing community originally began as a county development, outside the city limits of Kyle. As there are no land use restrictions (zoning) in the county, they were allowed to construct their facility. In October of 2009, mid-process, the City of Kyle annexed the property, allowing the vested development continue (Texas law allows for properly vested projects started in the county to continue once annexed into municipalities.)

At the time that staff met with the representatives for the expansion, they were informed that the City was beginning a comprehensive plan update, and they could be incorporated into the discussion. However, this process has been delayed, and as such, the applicant has asked to continue moving forward. Staff recommended applying separately, as it would move the process along for their project.

The first step to beginning the development process is to request a comprehensive plan amendment. The New Town Community district does not currently consider any

manufactured home zoning districts. If the applicant applied for any zoning assignment related to manufactured home districts, they couldn't move forward.

This amendment would allow consideration of both the "M-2" and "M-3" zoning districts. It would actually allow both zoning districts to be considered throughout the New Town Community district, not just the 24-acre tract proposed for development. From a practical perspective, any new manufactured homes would primarily remain east of IH-35, because the Plum Creek PUD and Texas Lehigh Quarry take up most of the New Town Community west of IH-35.

From a regulatory standpoint, both the "M-2" and "M-3" districts are virtually the same (same minimum lot size, house size, setbacks, etc.). The key difference is that the "M-2" zoning district is designed for fee simple lots that are sold to interested parties and take access from public streets. The "M-3" zoning district is designed for manufactured home parks, where all the internal roads are private and the plotted locations for the homesites are leased to interested parties within the boundaries of a larger parent parcel.

As part of city growth, multiple types of housing should be considered. This should range from all parts of the affordability spectrum and construction type. This idea helps the City become more inclusive to all people wanting to live in our municipality. Manufactured homes can provide a welcome option for home type, length of occupancy tenure, and affordability.

Staff is amenable to adding both the "M-2" and "M-3" zoning districts to the New Town Community district. Adding both zoning districts should be within the 'Conditional' category, as not every part of the New Town Community district is appropriate for manufactured homes. This means when zoning is requested, extra analysis is required, and the site needs to be appropriate for the use.

Recommendation

In conclusion, staff supports the proposed text amendment and recommends the Planning & Zoning Commission support the request.

ORDINANCE _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AN AMENDMENT TO THE CITY’S 2010 COMPREHENSIVE PLAN; PROVIDING FOR THE AMENDMENT OF THE PLAN BY INCLUDING THE MANUFACTURED HOME SUBDIVISION – “M-2” AND MANUFACTURED HOME PARK – “M-3” ZONING DISTRICTS TO THE NEW TOWN COMMUNITY LAND USE DISTRICT; PROVIDING FOR RELATED MATTERS

WHEREAS, it is necessary and reasonable for the City of Kyle, Texas, a Texas home rule municipality, (herein the “City”) to provide for, modify and amend a Comprehensive Plan for the City in accordance with Chapters 211 and 213 of the Texas Local Government Code and the City Charter;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, the City desires to facilitate the lessening of congestion in the streets; the securing of its citizens and visitors from fire, panic and other dangers; the promotion of the general health and welfare; the provision of adequate light and air, the prevention of the overcrowding of property and undue concentration of populations; and the adequate provision of transportation, water, sewers, schools, parks and other public requirements;

WHEREAS, the City recognizes that the existing Comprehensive Plan contains data that needs to be reviewed and updated where appropriate, commiserate with the City’s growth and expansion in both population and land area;

WHEREAS, the Planning and Zoning Commission, after conducting two (2) Public Hearings, recommended adoption of a Mid-Term Update to the existing Comprehensive Plan; and,

WHEREAS, after review, inquiry and the opportunity for the public to give testimony and present written evidence at Public Hearings, and after review and recommendation by the Planning and Zoning Commission, the City Council has found the amendment of the Comprehensive Plan hereinafter set forth and listed in this ordinance is reasonable and necessary for the public health, safety, morals and welfare;

WHEREAS, the City Council has determined adding both the Manufactured Home Subdivision - “M-2” and Manufactured Home Park – “M-3” zoning districts to the New Town Community Land Use District, as a conditional zoning district, to be correct (Exhibit “A”).

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. Comprehensive Plan. Having held a Public Hearing and after receiving a

recommendation from the Planning and Zoning Commission, the City Council hereby adopts and approves this Mid-Term Amendment to the Comprehensive Plan spread upon the minutes of this meeting. The Comprehensive Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan. The City may further amend the Comprehensive Plan at the discretion of the City Council to plan for the changing plans of the City.

Section 3. Repeal of Comprehensive Plan. Portions of the existing Comprehensive Plan are repealed, to be replaced with text and renderings as indicated in Attachment 'A'.

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 of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 6. 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 _____, 20 __.

ATTEST:

**THE CITY OF KYLE,
TEXAS**

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

Landuse Recommendations from the 2017 Comp Plan

With updates from Ordinances #654, #794, #950 & 2019 & 2021

Farm Landscape	Recommended: A, UE Conditional: R-1-1, NC <u>Conditional by Development Agreement</u> <ul style="list-style-type: none">Pecan Woods: R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
Ranch Landscape	Recommended: A, UE Conditional: R-1-1, NC <u>Conditional by Development Agreement</u> <ul style="list-style-type: none">Blanco North: R-1-1, R-3-3, R/SBlanco Central/West: R-1-2, R-3-3, R/SBlanco South: R-1-2, R-3-3, R/S
Riparian Landscape	Recommended: A, UE Conditional: R-1-1 <u>Conditional by Development Agreement</u> <ul style="list-style-type: none">Blanco North: R-1-1, R-3-3, R/SBlanco Central/West: R-1-2, R-3-3, R/SBlanco South: R-1-2, R-3-3, R/SPecan Woods: R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
Original Town District	Recommended: CBD-1, CBD-2, R-1-T, NC, CC E, MXD Conditional: R-1-A, R-1-3, R-1- R-2, R-3-2, R-3-3, R/S
Core Area Transition	Recommended: E, R/S, CC, NC, MXD, O/I, Conditional: HS, R-1-A, R-1-T, R-1-C, R-3-2, R-3-3
East Settlement	Recommended: R-1-1, R-1-2, UE Conditional: R-1-3, R-2, R-1-C, R-1-A, NC, CC, R-1-T, M-1, M-2, M-3, T/U, MXD, R/S
Historic Core Area	Recommended: R-1-1, R-1-2, R-1-3, R-1-A Conditional: A, R-2, R-3-1, R-1-T, UE, NC, E, R/S, MXD <u>Conditional by Development Agreement</u> <ul style="list-style-type: none">Blanco South: R-1-2, R-3-3, R/S

Mid-Town District	<p>Recommended: R-1-1, R-1-2, R-1-3, NC Conditional: E, R-1-A, R-1-T, R-3-1, R-3-2, CC, R/S, MXD, O/I</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco North: R-1-1, R-3-3, R/S
New Settlement	<p>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</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco South: R-1-2, R-3-3, R/S • Pecan Woods: R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
New Town District	<p>Recommended: R-1-1, R-1-2, R-1-3, R-1-C, R-1-T, R-2, R-3-2, R-3-3, CC, NC, R/S, MXD, O/I Conditional: E, A, C/M, R-1-A, R-3-1, RV, T/U, UE, HS, W, M-2, M-3</p>
Transitional Settlement District	<p>Recommended: R-1-1, A, C/M, UE Conditional: R-1-2, R-1-3, R-1-A, R-1-C, R-1-T, R-2, R-3-1, R-3-2, R-3-3, W, NC, CC, HS, E, M-2, M-3, R/S, RV, T/U</p>
Sensitive/Sustainable Development	<p>Recommended: A, UE Conditional: R-1-1, R-1-2, R-1-A, R-2, R-1-T, R-3-3, T/U, NC, R/S</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco North: R-1-1, R-1-2, R/S • Blanco Central/West: R-1-2, R-3-3, R/S • Blanco South: R-1-2, R-3-3, R/S
Heritage District:	<p>Recommended: A, R-1-1, R-1-2, UE, NC Conditional: C/M, E, M-2, M-3, R-1-3, R-1-A, R-1-T, R-2, R-3-1, R/S, RV, T/U, W, CC</p>
Local Node	<p>Recommended: R-1-C, R-3-2, R-3-3, CC, NC, MXD Conditional: R-1-T, R-3-1, R/S</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco North: R-1-1, R-1-2, R/S • Blanco Central/West: R-1-2, R-3-3, R/S
Regional Node	<p>Recommended: R-1-C, R-3-2, R-3-3, CC, NC, R/S, MXD Conditional: CBD-1, CBD-2, E, HS, R-3-1, O/I</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Pecan Woods: R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
Super Regional Node	<p>Recommended: E, HS, R-3-2, R-3-3, R/S, MXD, O/I Conditional:</p>

ORDINANCE _____

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WHEREAS, it is necessary and reasonable for the City of Kyle, Texas, a Texas home rule municipality, (herein the “City”) to provide for, modify and amend a Comprehensive Plan for the City in accordance with Chapters 211 and 213 of the Texas Local Government Code and the City Charter;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

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WHEREAS, the Planning and Zoning Commission, after conducting two (2) Public Hearings, recommended adoption of a Mid-Term Update to the existing Comprehensive Plan; and,

WHEREAS, after review, inquiry and the opportunity for the public to give testimony and present written evidence at Public Hearings, and after review and recommendation by the Planning and Zoning Commission, the City Council has found the amendment of the Comprehensive Plan hereinafter set forth and listed in this ordinance is reasonable and necessary for the public health, safety, morals and welfare;

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PASSED AND APPROVED on this ____ day of _____, 20 __.

ATTEST:

**THE CITY OF KYLE,
TEXAS**

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

Landuse Recommendations from the 2017 Comp Plan

With updates from Ordinances #654, #794, #950 & 2019 & 2021

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Ranch Landscape	Recommended: A, UE Conditional: R-1-1, NC <u>Conditional by Development Agreement</u> <ul style="list-style-type: none">Blanco North: R-1-1, R-3-3, R/SBlanco Central/West: R-1-2, R-3-3, R/SBlanco South: R-1-2, R-3-3, R/S
Riparian Landscape	Recommended: A, UE Conditional: R-1-1 <u>Conditional by Development Agreement</u> <ul style="list-style-type: none">Blanco North: R-1-1, R-3-3, R/SBlanco Central/West: R-1-2, R-3-3, R/SBlanco South: R-1-2, R-3-3, R/SPecan Woods: R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
Original Town District	Recommended: CBD-1, CBD-2, R-1-T, NC, CC E, MXD Conditional: R-1-A , R-1-3 , R-1- R-2, R-3-2, R-3-3, R/S
Core Area Transition	Recommended: E, R/S, CC, NC, MXD, O/I, Conditional: HS, R-1-A, R-1-T, R-1-C, R-3-2, R-3-3
East Settlement	Recommended: R-1-1, R-1-2, UE Conditional: R-1-3, R-2, R-1-C, R-1-A, NC, CC, R-1-T, M-1, M-2, M-3, T/U, MXD, R/S
Historic Core Area	Recommended: R-1-1, R-1-2, R-1-3, R-1-A Conditional: A, R-2, R-3-1, R-1-T, UE, NC, E, R/S, MXD

Conditional by
Development
Agreement

- Blanco
South:

R-1-2, R-3-3, R/S

Mid-Town District	<p>Recommended: R-1-1, R-1-2, R-1-3, NC Conditional: E, R-1-A, R-1-T, R-3-1, R-3-2, CC, R/S, MXD, O/I</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco North: R-1-1, R-3-3, R/S
New Settlement	<p>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</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco South: R-1-2, R-3-3, R/S • Pecan Woods: R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
New Town District	<p>Recommended: R-1-1, R-1-2, R-1-3, R-1-C, R-1-T, R-2, R-3-2, R-3-3, CC, NC, R/S, MXD, O/I Conditional: E, A, C/M, R-1-A, R-3-1, RV, T/U, UE, HS, W, <u>M-2, M-3</u></p>
Transitional Settlement District	<p>Recommended: R-1-1, A, C/M, UE Conditional: R-1-2, R-1-3, R-1-A, R-1-C, R-1-T, R-2, R-3-1, R-3-2, R-3-3, W, NC, CC, HS, E, M-2, M-3, R/S, RV, T/U</p>
Sensitive/Sustainable Development	<p>Recommended: A, UE Conditional: R-1-1, R-1-2, R-1-A, R-2, R-1-T, R-3-3, T/U, NC, R/S</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco North: R-1-1, R-1-2, R/S • Blanco Central/West: R-1-2, R-3-3, R/S • Blanco South: R-1-2, R-3-3, R/S
Heritage District:	<p>Recommended: A, R-1-1, R-1-2, UE, NC Conditional: C/M, E, M-2, M-3, R-1-3, R-1-A, R-1-T, R-2, R-3-1, R/S, RV, T/U, W, CC</p>
Local Node	<p>Recommended: R-1-C, R-3-2, R-3-3, CC, NC, MXD Conditional: R-1-T, R-3-1, R/S</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Blanco North: R-1-1, R-1-2, R/S • Blanco Central/West: R-1-2, R-3-3, R/S
Regional Node	<p>Recommended: R-1-C, R-3-2, R-3-3, CC, NC, R/5, MXD Conditional: CBD-1, CBD-2, E, HS, R-3-1, O/I</p> <p><u>Conditional by Development Agreement</u></p> <ul style="list-style-type: none"> • Pecan Woods: R-1-1, R-1-2, R-1-A, R-1-T, R-1-C, R-2, R-3-1, R-3-2, R-3-3, MXD, R/S, NC, CC
Super Regional Node	<p>Recommended: E, HS, R-3-2, R-3-3, R/S, MXD, O/I</p>

Conditional:

HUSCH BLACKWELL

111 Congress Avenue
Suite 1400
Austin, Texas 78701-4093
512.472.5456 main

STACEY L. MILAZZO
PARALEGAL
512.370.3441 direct
stacey.milazzo@huschblackwell.com

March 12, 2021

City of Kyle Planning Dept.
100 W. Center Street
Kyle, Texas 78640

Re: Comprehensive Plan Amendment Request

To Whom it May Concern:

As agent for the Estate of Janelle Hadsell, we respectfully request a comprehensive plan amendment to include "M-2" and "M-3" zoning districts in the "New Town Community" district.

Please let me know if you have any questions or need additional information.

Very truly yours,



Stacey L. Milazzo,
Paralegal

Estate of Janelle Hadsell
c/o Sheila Webb
304 Bridgepoint Drive
Kingsland, TX 78639-9617

AGENT DESIGNATION LETTER

October 26, 2020

City of Kyle Planning Dept.
100 W. Center Street
Kyle, Texas 78640

Re: Designation of agent for proposed annexation, zoning, platting and related matters for 24.653 acres of land located at CR 122/Bebee Rd, Kyle, TX 78640 under Property ID numbers R13831, R13832 and R132787 (the "Property")

To Whom It May Concern:

The undersigned, as the owner of the above-referenced Property, hereby appoints Husch Blackwell LLP (Nikelle Meade), as agent in connection with the annexation, zoning, platting and any related matters concerning the Property with the City of Kyle.

A map of the Property is attached hereto as Exhibit A.

Estate of Janelle Hadsell

By: Sheila Lynn Webb
Sheila Lynn Webb, Independent
Co-Executor

By: Rebecca Ann Hadsell
Rebecca Ann Hadsell, Independent
Co-Executor

[Notary blocks are on following page]

THE STATE OF TEXAS §
 §
 §
COUNTY OF LLANO §

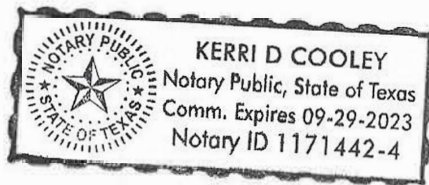
This instrument was acknowledged before me on the 28th day of October, 2020, by **Sheila Lynn Webb**, Independent Co-Executor of the Estate of Janelle Hadsell, on behalf of said estate.



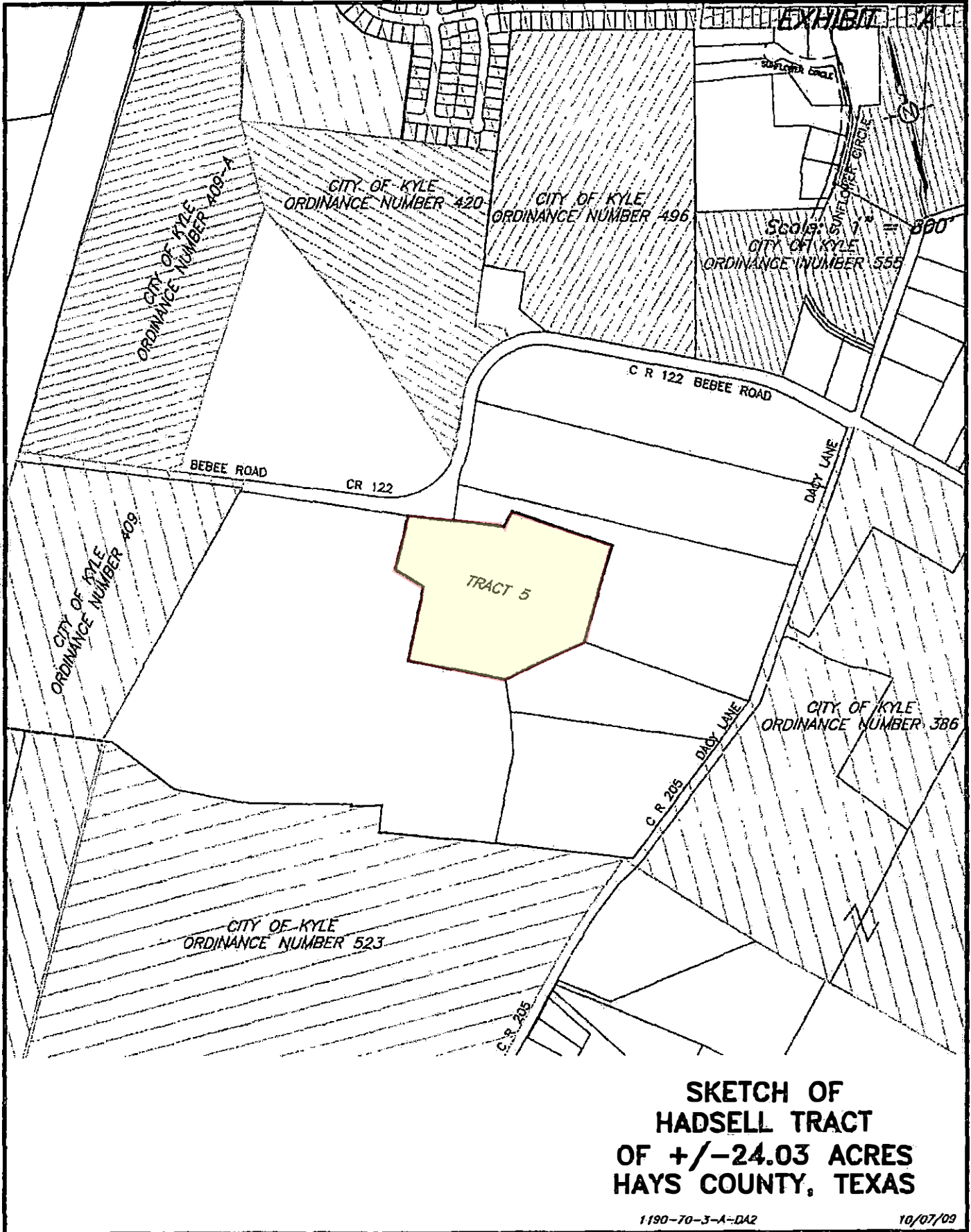
Kerri D Cooley
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
 §
COUNTY OF LLANO §

This instrument was acknowledged before me on the 28th day of October, 2020, by **Rebecca Ann Hadsell**, Independent Co-Executor of the Estate of Janelle Hadsell, on behalf of said estate.

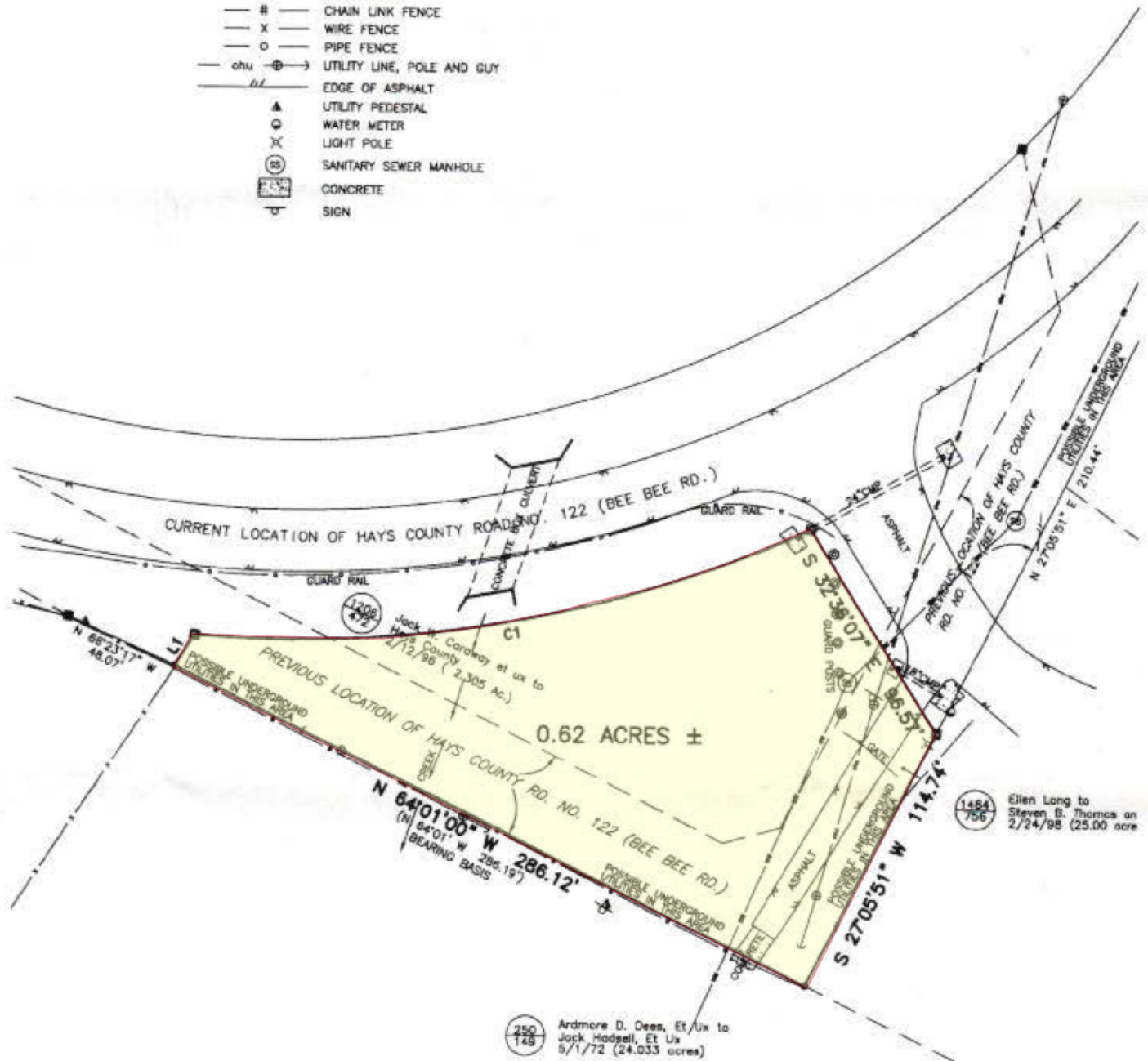


Kerri D Cooley
Notary Public, State of Texas



LEGEND

- VOL
PG HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- O — PIPE FENCE
- ohu — UTILITY LINE, POLE AND GUY
- / / — EDGE OF ASPHALT
- ▲ UTILITY PEDESTAL
- WATER METER
- × LIGHT POLE
- ⊕ SANITARY SEWER MANHOLE
- ⊠ CONCRETE
- ⊡ SIGN



BEARING	DISTANCE
N 32°57'08" E	14.90'

ΔVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'



Franchise Tax Account Status

As of : 04/08/2021 09:27:58

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

HUSCH BLACKWELL LLP	
Texas Taxpayer Number	12616882861
Mailing Address	190 CARONDELET PLZ STE 600 SAINT LOUIS, MO 63105-3433
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	Not Registered
Texas SOS File Number	Not Registered
Registered Agent Name	Not on file
Registered Office Street Address	

STATE OF TEXAS
 COUNTY OF HAYS

Y
 Y
 X

KNOW ALL MEN BY THESE PRESENTS:

#76546

76546

That we, Ardmore D. Dees and wife, Iris S. Dees, of the County of Hays and State of Texas, for the consideration hereinafter shown as paid and secured to be paid by Jack Hadsell and wife, Janelle R. Hadsell, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Jack Hadsell and Janelle R. Hadsell of the County of **TRAVIS** and State of Texas, subject to the hereinafter mentioned taxes, liens and mineral reservation, all of that certain parcel of land situated in Hays County, Texas, being 24.033 acres of land, same being out of and a part of the D. Downer Survey No. 22 and the A. Brichta Survey in Hays County, Texas; said 24.033 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;

THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;

THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;

THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;

THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;

THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

This conveyance is made subject to that undivided one sixteenth (1/16th) mineral estate reserved by the Federal Land Bank of Houston in that deed from said Bank to Mrs. C. C. Young, dated September 16, 1938, and recorded in Volume 123, pages 128-131, Hays County Deed Records.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors

and administrators, to warrant and forever defend, all and singular the said premises unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the hereinabove mentioned mineral reservation and the hereinafter described taxes and liens.

The consideration for this conveyance is as follows:

1. The assumption on the part of the said Jack Hadsell and Janelle R. Hadsell, effected by the acceptance of this conveyance, of all ad valorem taxes levied and assessed for the year of 1972 against the premises conveyed hereby.

2. The sum of Ten Dollars (\$10.00) cash to us in hand paid by the said Jack Hadsell and Janelle R. Hadsell, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, express or implied, is retained.

3. The execution and delivery to the said Ardmore D. Dees by the said Jack Hadsell and Janelle R. Hadsell of their one certain promissory note dated of even date herewith, for the sum of Eight Thousand and No/100 Dollars (\$8,000.00) and payable to the said Ardmore D. Dees, or order, with interest and in installments as in said note provided. Said note is here referred to and made a part hereof for all pertinent purposes.

The vendor's lien is retained against the above described premises and improvements for the security and until the full and final payment of the above described note, when and whereupon this deed shall become absolute. Said note is further secured by a deed of trust of even date herewith from the maker of said note to Henry C. Kyle, Trustee, conveying said premises for the use and benefit of the holder of said note. Said deed of trust is here referred to for all pertinent purposes.

Witness our hands this the 1st day of May, 1972.

Ardmore D. Dees

Ardmore D. Dees

Iris S. Dees

Iris S. Dees

STATE OF TEXAS Y
 Y
COUNTY OF HAYS Y

BEFORE ME, the undersigned authority, on this day personally

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VOL 250 PAGE 152

appeared Ardmore D. Dees and Iris S. Dees, husband and wife, 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 expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of

May, 1972.

Albert G. Walker
Notary Public, Hays County, Texas.

THE STATE OF TEXAS }
COUNTY OF HAYS }

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 3rd day of May, A.D., 1972 at 3:20 o'clock P.M., and duly recorded on the 4th day of May, A.D., 1972 at 10:20 o'clock A.M. in the Deed Records of said County in Book Number 250 Pages 149-152 Inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton By [Signature] Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

10028678 Bk Vol Pg
OPR 3988 777

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

Grantor: HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

Grantor's Mailing Address: 111 E. San Antonio Street, Suite 300
San Marcos, Hays County, Texas 78667

Grantee: Jack Hadsell

Grantee's Mailing Address: 2702 Jefferson
Austin, Texas 78703

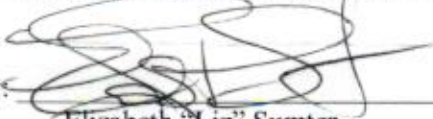
Property: That certain real property situated in Hays County, Texas, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

By operation of law, the sufficiency of which is hereby acknowledged, and as authorized pursuant to that certain Resolution to Abandon, adopted by the Hays County Commissioners Court, dated May 12, 2010 and numbered 26129, a copy of which is attached hereto as Exhibit "B", Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

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

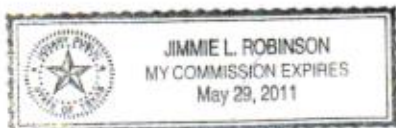
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 12th day of October, 2010.

HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

By: 
Elizabeth "Liz" Sumter
Hays County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on October 12th, 2010 by Elizabeth "Liz" Sumter as County Judge of Hays County.




Notary Public, State of Texas



Bk Vol Pg
90012572 OPR 3651 873

Bk Vol Pg
10028678 OPR 3988 778

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. N 32°57'08" E 14.90 feet to a ½" iron rod set,

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27'53"**, **radius = 498.37 feet**, **arc = 256.29 feet**, and a chord which bears **N 79°37'27" E 253.48 feet** to a ½" iron rod set for the north corner of this description, and
3. **S 32°36'07" E 96.57 feet** to a ½" iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8" iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears **N 27°05'51" E 210.44 feet**;

THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05'51" W 114.74 feet** to a ½" iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01'00" W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING**.

Bk Vol Pg
90012572 OPR 3651 875
Bk Vol Pg
10028678 OPR 3988 780

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".



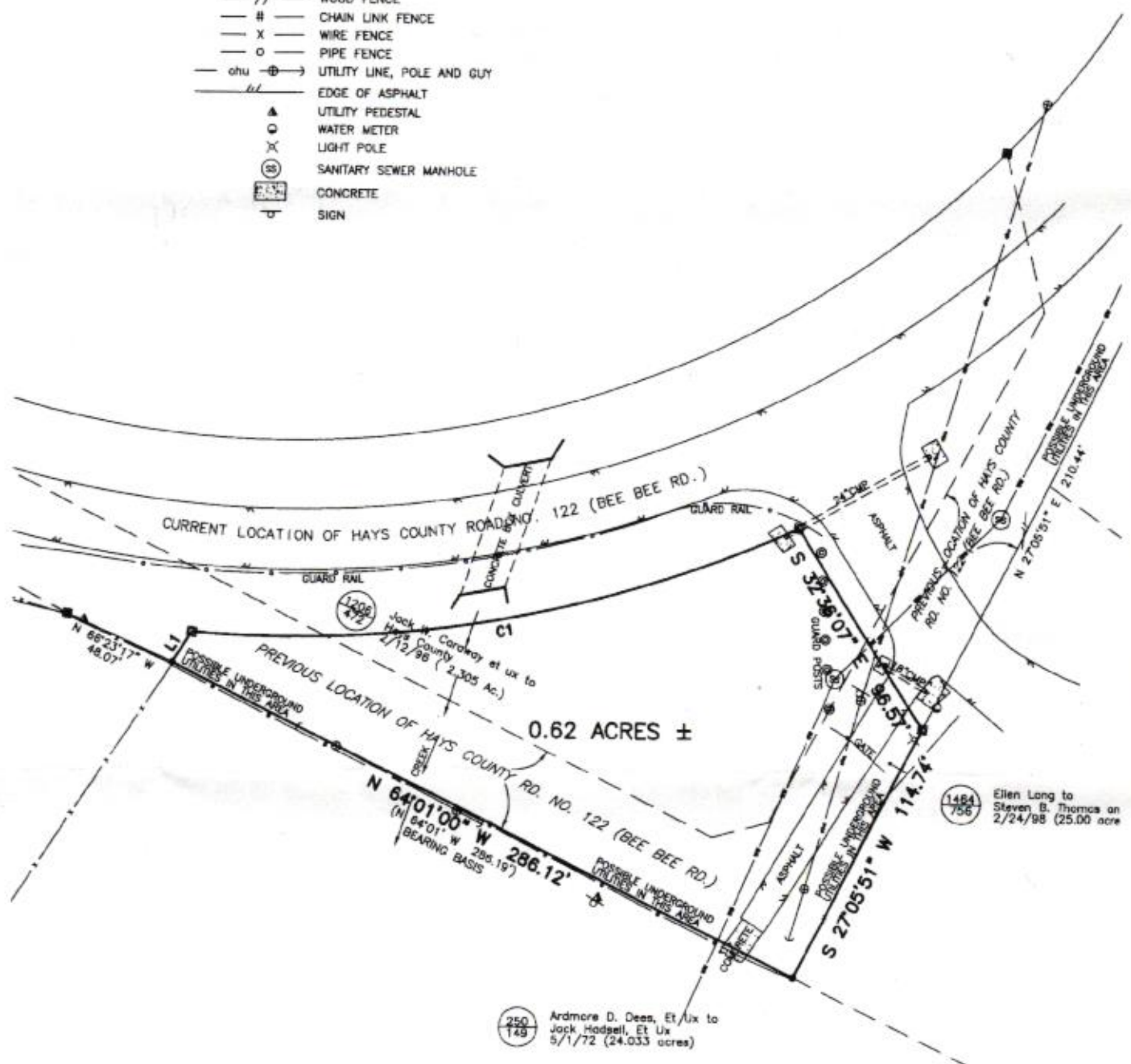
Kyle Smith, R.P.L.S. # 5307



Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
FND0.62

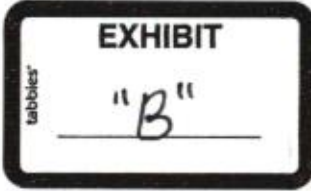
LEGEND

- (VOL PG) HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- o — PIPE FENCE
- ohu ⊕ — UTILITY LINE, POLE AND GUY
- / / — EDGE OF ASPHALT
- ▲ UTILITY PEDESTAL
- WATER METER
- ⊗ LIGHT POLE
- ⊕ SANITARY SEWER MANHOLE
- ⊞ CONCRETE
- ⊟ SIGN



BEARING	DISTANCE
N 32°57'08" E	14.90'

Δ	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
2	29°27'53"	498.37'	256.29'	N 79°37'27" E	253.48'



CERTIFIED COPY OF HAYS COUNTY COMMISSIONERS' COURT MINUTES

**STATE OF TEXAS *
COUNTY OF HAYS ***

ON THIS THE 12TH DAY OF MAY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

- | | |
|---------------------------------|-----------------------------|
| ELIZABETH "LIZ" SUMTER | COUNTY JUDGE |
| DEBBIE GONZALES INGALSBE | COMMISSIONER, PCT. 1 |
| JEFFERSON W. BARTON | COMMISSIONER, PCT. 2 |
| WILL CONLEY | COMMISSIONER, PCT. 3 |
| KAREN FORD | COMMISSIONER, PCT. 4 |
| LINDA C. FRITSCHÉ | COUNTY CLERK |

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

26129 CLOSE, ABANDON, AND VACATE .62 ACRES OF COUNTY RIGHT-OF-WAY ON ROAD IN PRECINCT 1; AND TO RECORD THE ORDER CLOSING, ABANDONING, AND VACATING THIS PROPERTY IN THE OFFICIAL COUNTY RECORDS [T1-1821]

RPTP Director Jerry Borcharding advised that this property is of no value to the county. Special Counsel Mark Kennedy spoke of Order conveying the property and he spoke of Chapter 251 of the Transportation Code. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to close, abandon, and vacate .62 acres of county Right-of-Way on BeBee Road in Precinct 1; and to record the order closing, abandoning, and vacating this property in the official County Records. All voting "Aye". MOTION PASSED**

**THE STATE OF TEXAS
COUNTY OF HAYS**

I, Linda C. Fritsche, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Hays County, Texas, do hereby certify that the following contains a true and correct copy of the minutes of **MAY 12, 2010** under Resolution #26129 in the Commissioners' Court Minutes of Hays County, Texas:

Given under my hand and seal of office at San Marcos, Texas this the 16TH day of **JULY**, 2010.

**LINDA C. FRITSCHÉ, COUNTY CLERK AND
EXOFFICIO CLERK OF THE HAYS
COUNTY COMMISSIONERS' COURT**

BY *Liz Ingalsbe*
DEPUTY

Clerk's Note: Property Owner – Jack Hadsell, 2702 Jefferson St. Austin, TX 78703

LETTERS TESTAMENTARY

ESTATE OF
JANELLE HADSELL
DECEASED

C-1-PB-20-000850
IN PROBATE COURT NUMBER ONE
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS *
COUNTY OF TRAVIS *

I, the undersigned Clerk of the Probate Court No. 1 of Travis County Texas, do hereby certify that on **July 30, 2020**, **REBECCA ANN HADSELL AND SHEILA LYNN WEBB** was duly granted by said Court, Letters Testamentary of the Estate of **JANELLE HADSELL** Deceased, and that **they** qualified as **Independent Co-Executors** without bond of said estate on **July 30, 2020** as the law requires, said appointment is still in full force and effect.

Given under my hand and seal of office at Austin, Texas, on **July 30, 2020**.

Dana DeBeauvoir

County Clerk, Travis County, Texas

P.O. Box 149325 Austin, Texas 78714-9325

By Deputy


B. HICKS



ESTATE OF	§	IN THE PROBATE COURT
JANELLE HADSELL,	§	
DECEASED	§	NO. 1 OF
	§	
	§	TRAVIS COUNTY, TEXAS

PROOF OF DEATH AND OTHER FACTS

On this day, Sheila Lynn Webb ("Affiant") personally appeared in open court, and after being duly sworn, deposed and said:

1. My name is Sheila Lynn Webb and I am the daughter of Janelle Hadsell. Janelle Hadsell ("Decedent") died on January 24, 2020 at the Windchime Assisted Living Facility, 216 Covenant Lane, Kingsland, Llano County, Texas, 78639 at the age of 92 years. Four years have not elapsed since the date of Decedent's death.

2. Although Decedent died in Llano Country, the Decedent was domiciled and had a fixed place of residence in Austin, Travis County, Texas at the date of death.

3. The document dated November 5, 2009, now shown to me and which purports to be Decedent's Will, was never revoked so far as I know.

4. A necessity exists for the administration of this Estate because the Decedent owned assets that require administration.

5. After the date of the Will, no children were born to or adopted by Decedent.

6. After the date of this Will no marriage of Decedent was ever dissolved.

7. The State of Texas, a governmental agency of the State of Texas, or a charitable organization are not named by Decedent's Will as a Devisee.

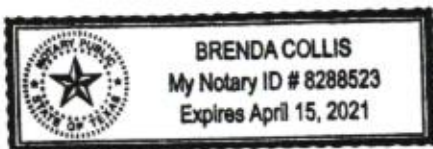
8. Decedent's Will named Rebecca Ann Hadsell and Sheila Lynn Webb, the Applicants herein, as Independent Co-Executors to serve without bond, and they are duly qualified and not disqualified by law from accepting Letters Testamentary or from serving as executors of this estate and are entitled to such letters.

C-1-PB-20-000850

SIGNED this 30th day of July, 2020.

Sheila Lynn Webb
Sheila Lynn Webb, Affiant

SUSCRIBED AND SWORN TO BEFORE ME by Sheila Lynn Webb this 30th day of July, 2020,
to certify which witness my hand and seal of office.



Brenda Collis
Notary Public in and for the State of Texas

STATE OF TEXAS
CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

Jan 28 2020

STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER

142-20-011177

1. LEGAL NAME OF DECEASED (include AKA's, if any) (First, Middle, Last) JANELLE HADSELL				(Before Marriage) RAPE		2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy) JANUARY 24, 2020	
3. SEX FEMALE	4. DATE OF BIRTH (mm-dd-yyyy) MARCH 22, 1927	5. AGE - Last Birthday (Years) 92	IF UNDER 1 YR MI Days		IF UNDER 1 DAY HOURS MIN		6. BIRTHPLACE (City & State or Foreign Country) MINEOLA, TX
7. SOCIAL SECURITY NUMBER 457-38-9673		8. MARITAL STATUS AT TIME OF DEATH: <input type="checkbox"/> Married <input type="checkbox"/> Divorced (but not remarried) <input checked="" type="checkbox"/> Widowed (but not remarried) <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown			9. SURVIVING SPOUSE'S NAME (If spouse, give name prior to first marriage)		
10a. RESIDENCE STREET ADDRESS 1804 REDD ST				10b. APT. NO.	10c. CITY OR TOWN AUSTIN		
10d. COUNTY TRAVIS		10e. STATE TEXAS		10f. ZIP CODE 78745		10g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11. FATHER/PARENT 2 NAME PRIOR TO FIRST MARRIAGE GRADY RAPE				12. MOTHER/PARENT 1 NAME PRIOR TO FIRST MARRIAGE ETNA HORTON			
13. PLACE OF DEATH (CHECK ONLY ONE) IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input checked="" type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)							
14. COUNTY OF DEATH LLANO				15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO) KINGSLAND, 78639		16. FACILITY NAME (If not institution, give street address) WINDCHIME	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED SHEILA WEBB - DAUGHTER				18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code) 304 BRIDGEPOINT DRIVE, KINGSLAND, TX 78639			
19. METHOD OF DISPOSITION: <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Mausoleum <input type="checkbox"/> Other (Specify)				20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH ELIJAH M. HEATLEY, BY ELECTRONIC SIGNATURE - 116789		21. <input checked="" type="checkbox"/> Unknown Section _____ Block _____ Lot _____ Space _____	
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) PUTNAM CREMATORY				23. LOCATION (City/Town, and State) KINGSLAND, TX			
24. NAME OF FUNERAL FACILITY PUTNAM FUNERAL HOME, LLC				25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code) 145 TEXAS AVE., KINGSLAND, TX 78639			
26. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician - To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Judge of the Peace - On the basis of examination, and/or investigation in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.							
27. SIGNATURE OF CERTIFIER ALAN LEIFESTE, BY ELECTRONIC SIGNATURE				28. DATE CERTIFIED (mm-dd-yyyy) JANUARY 27, 2020	29. LICENSE NUMBER M0791	30. TIME OF DEATH (Actual or presumed) 03:24 PM	
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code) ALAN LEIFESTE 525 RANCH ROAD 2900, KINGSLAND, TX 78639						32. TITLE OF CERTIFIER MD	
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.							
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. SENILE DEGENERATION OF BRAIN Due to (or as a consequence of)				Approximate interval Onset to death MONTHS	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		b. _____ Due to (or as a consequence of)					
		c. _____ Due to (or as a consequence of)					
		d. _____ Due to (or as a consequence of)					
PART 2. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART 1.							
34. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No			
36. MANNER OF DEATH: <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Previously <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		38. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year		39. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)	
40a. DATE OF INJURY (mm-dd-yyyy)	40b. TIME OF INJURY	40c. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No	40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)				
40e. LOCATION (Street and Number, City, State, Zip Code)						40f. COUNTY OF INJURY	
41. DESCRIBE HOW INJURY OCCURRED							
42a. REGISTRAR FILE NO.	42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR <i>Tara Das</i>					

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000. (Health and Safety Code, Sec. 191.199)

VS-112 REV 1/2006



This is a true and correct copy of the record as registered in the State of Texas. Issued under the authority of Section 191.051, Health and Safety Code.

ISSUED Jan 30 2020

Tara Das
TARA DAS
STATE REGISTRAR

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Item # 21

STATE OF TEXAS
 COUNTY OF HAYS

Y
 Y
 X

KNOW ALL MEN BY THESE PRESENTS:

#76546

76546

That we, Ardmore D. Dees and wife, Iris S. Dees, of the County of Hays and State of Texas, for the consideration hereinafter shown as paid and secured to be paid by Jack Hadsell and wife, Janelle R. Hadsell, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Jack Hadsell and Janelle R. Hadsell of the County of **TRAVIS** and State of Texas, subject to the hereinafter mentioned taxes, liens and mineral reservation, all of that certain parcel of land situated in Hays County, Texas, being 24.033 acres of land, same being out of and a part of the D. Downer Survey No. 22 and the A. Brichta Survey in Hays County, Texas; said 24.033 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found at the most easterly corner, as fenced, of that certain 30 acres, more or less, of land conveyed to Mrs. C. C. Young by deed of record in Volume 123 at Pages 128-131 of the Deed Records of Hays County, Texas, which point of beginning is the most easterly corner of this tract;

THENCE, with a fence, S 35° 16' W 633.31 feet to an iron pipe found and S 84° 30' W 547.01 feet to an iron pin set at the most southerly corner of this tract;

THENCE, with a fence, N 59° 22' W 616.67 feet to an iron pin set, N 30° 43' E 475.78 feet to an iron pin set and N 39° 14' W 205.56 feet to an iron pin set at the most northerly west corner of this tract;

THENCE, N 32° 44' E 348.26 feet to an iron pin set on the south line, as fenced, of the Kyle-Science Hall Road, which point is the most northerly corner of this tract;

THENCE, with the south line, as fenced, of the Kyle-Science Hall Road, S 64° 01' E 286.19 feet to an iron pipe found at a corner fence post;

THENCE, with a fence, S 64° 12' E 320.46 feet to an iron pipe found, N 48° 25' E 105.47 feet to an iron pipe found and S 51° 23' E 658.67 feet to the POINT OF BEGINNING and containing 24.033 acres of land.

This conveyance is made subject to that undivided one sixteenth (1/16th) mineral estate reserved by the Federal Land Bank of Houston in that deed from said Bank to Mrs. C. C. Young, dated September 16, 1938, and recorded in Volume 123, pages 128-131, Hays County Deed Records.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors

and administrators, to warrant and forever defend, all and singular the said premises unto the said Jack Hadsell and Janelle R. Hadsell, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the hereinabove mentioned mineral reservation and the hereinafter described taxes and liens.

The consideration for this conveyance is as follows:

1. The assumption on the part of the said Jack Hadsell and Janelle R. Hadsell, effected by the acceptance of this conveyance, of all ad valorem taxes levied and assessed for the year of 1972 against the premises conveyed hereby.

2. The sum of Ten Dollars (\$10.00) cash to us in hand paid by the said Jack Hadsell and Janelle R. Hadsell, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, express or implied, is retained.

3. The execution and delivery to the said Ardmore D. Dees by the said Jack Hadsell and Janelle R. Hadsell of their one certain promissory note dated of even date herewith, for the sum of Eight Thousand and No/100 Dollars (\$8,000.00) and payable to the said Ardmore D. Dees, or order, with interest and in installments as in said note provided. Said note is here referred to and made a part hereof for all pertinent purposes.

The vendor's lien is retained against the above described premises and improvements for the security and until the full and final payment of the above described note, when and whereupon this deed shall become absolute. Said note is further secured by a deed of trust of even date herewith from the maker of said note to Henry C. Kyle, Trustee, conveying said premises for the use and benefit of the holder of said note. Said deed of trust is here referred to for all pertinent purposes.

Witness our hands this the 1st day of May, 1972.

Ardmore D. Dees

Ardmore D. Dees

Iris S. Dees

Iris S. Dees

STATE OF TEXAS

Y
Y
Y

COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally

mirrored text bleed-through from the reverse side of the page, appearing upside down.

VOL 250 PAGE 152

appeared Ardmore D. Dees and Iris S. Dees, husband and wife, 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 expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of

May, 1972.

Albert G. Walker
Notary Public, Hays County, Texas.

THE STATE OF TEXAS }
COUNTY OF HAYS }

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 3rd day of May A.D., 1972 at 3:20 o'clock P.M., and duly recorded on the 4th day of May A.D., 1972 at 10:20 o'clock A.M. in the Deed Records of said County in Book Number 250 Pages 149-152 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton By [Signature] Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

10028678 Bk Vol Pg
OPR 3988 777

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

Grantor: HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

Grantor's Mailing Address: 111 E. San Antonio Street, Suite 300
San Marcos, Hays County, Texas 78667

Grantee: Jack Hadsell

Grantee's Mailing Address: 2702 Jefferson
Austin, Texas 78703

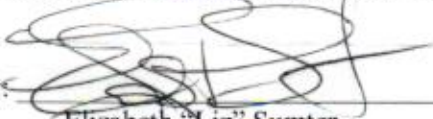
Property: That certain real property situated in Hays County, Texas, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

By operation of law, the sufficiency of which is hereby acknowledged, and as authorized pursuant to that certain Resolution to Abandon, adopted by the Hays County Commissioners Court, dated May 12, 2010 and numbered 26129, a copy of which is attached hereto as Exhibit "B", Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

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

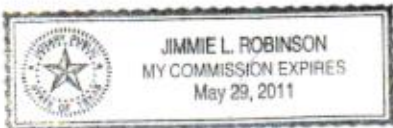
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 12th day of October, 2010.

HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

By: 
Elizabeth "Liz" Sumter
Hays County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on October 12th, 2010 by Elizabeth "Liz" Sumter as County Judge of Hays County.




Notary Public, State of Texas



Bk Vol Pg
90012572 OPR 3651 873

Bk Vol Pg
10028678 OPR 3988 778

DESCRIPTION OF 0.62 OF AN ACRE, MORE OR LESS, OF LAND AREA IN THE D. DOWNER SURVEY, ABSTRACT NO. 151, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 2.305 ACRES IN A DEED FROM JACK W. CARAWAY ET UX TO HAYS COUNTY DATED FEBRUARY 12, 1996 AND RECORDED IN VOLUME 1206, PAGE 472 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING A PORTION OF THE PREVIOUS LOCATION OF HAYS COUNTY ROAD NO. 122/BEE BEE ROAD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the end of a wire fence in the southwest line of the previous location of Bee Bee Road for the west corner of this description, the north corner of that tract described as 24.033 acres in a deed from Ardmore D. Dees et ux to Jack Hadsell et ux dated May 1, 1972 and recorded in Volume 250, Page 149 of the Hays County Deed Records, and for the east corner of the remaining portion of that tract described as "Third Tract - 76 acres" in a deed from Ardmore D. Dees et ux to Alton J. Franke et ux dated November 12, 1975 and recorded in Volume 279, Page 565 of the Hays County Deed Records (said Hadsell 24.033 acre tract being a portion of the Franke 76 acre Third Tract), from which a 5/8" iron rod found with a plastic cap stamped "RPLS 4532" in the curving south line of the current location of Bee Bee Road for the east corner of that tract described as 0.484 acres in a deed from Evelyn B. Franke to Hays County dated March 8, 1996 and recorded in Volume 1214, Page 357 of the Hays County Official Public Records bears N 66°23'17" W 48.07 feet (said Hays County 0.484 acre tract being a portion of the Franke 76 acre Third Tract);

THENCE leaving the Franke tract, the Hadsell 24.033 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 26361-09-c dated February 24, 2009 prepared for Hays County by Byrn & Associates, Inc., of San Marcos, Texas, crossing portions of the previous location of Bee Bee Road and the Hays County 2.305 acre tract, the following three courses:

1. N 32°57'08" E 14.90 feet to a ½" iron rod set,

2. With a left-breaking curve having the following characteristics: **delta angle = 29°27'53"**, **radius = 498.37 feet**, **arc = 256.29 feet**, and a chord which bears **N 79°37'27" E 253.48 feet** to a ½" iron rod set for the north corner of this description, and

3. **S 32°36'07" E 96.57 feet** to a ½" iron rod set in the southeast line of the previous location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Ellen Long to Steven B. Thomas and Rebecca J. Thomas Dated February 24, 1998 and recorded in Volume 1464, Page 756 of the Hays County Official Public Records for the east corner of this description, from which a 5/8" iron rod found in the curving southeast line of the current location of Bee Bee Road and northwest line of that tract described as 25.00 acres in a deed from Elon C. Nash to Steven B. Thomas and Rebecca J. Thomas dated February 24, 1998 and recorded in Volume 1464, Page 350 of the Hays County Official Public Records for the south corner of that tract described as 0.173 of an acre in a deed from Elon C. Nash to Hays County dated August 8, 1995 and recorded in Volume 1166, Page 738 of the Hays County Official Public Records bears **N 27°05'51" E 210.44 feet**;

THENCE with the common northwest line of the Thomas 25.00 acre tract recorded in Volume 1464, Page 756 and southeast line of the previous location of Bee Bee Road, **S 27°05'51" W 114.74 feet** to a ½" iron rod found in the northeast line of the previously mentioned Hadsell 24.033 acre tract for the south corner of this description and the previous location of Bee Bee Road and west corner of the Thomas 25.00 acre tract;

THENCE leaving the Thomas 25.00 acre tract with the common northeast line of the Hadsell 24.033 acre tract and southwest line of the previous location of Bee Bee Road, **N 64°01'00" W (being the bearing basis for this description) 286.12 feet** to the **PLACE OF BEGINNING**.

Bk Vol Pg
90012572 OPR 3651 875
Bk Vol Pg
10028678 OPR 3988 780

THERE are contained within these metes and bounds 0.62 of an acre, more or less, as prepared from public records and a survey made on the ground on February 24, 2009 by Byrn & Associates, Inc., of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".



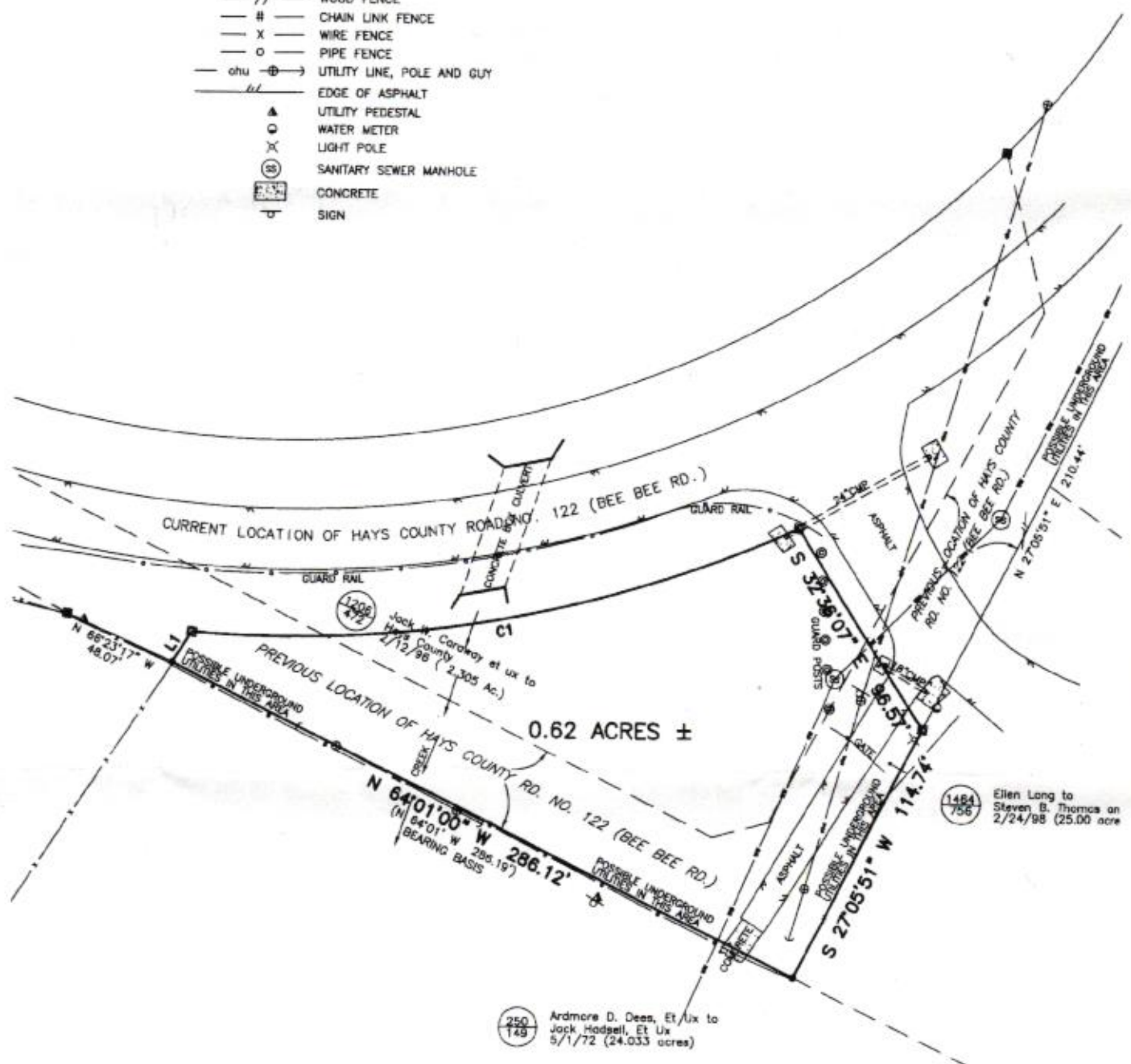
Kyle Smith, R.P.L.S. # 5307



Client: Hays County
Date: February 24, 2009
Survey: Downer, D. A-151
County: Hays, Texas
Job No: 26361-09
FND0.62

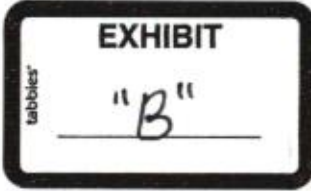
LEGEND

- (VOL PG) HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "RPLS 4532"
- // — WOOD FENCE
- # — CHAIN LINK FENCE
- X — WIRE FENCE
- o — PIPE FENCE
- ohu ⊕ — UTILITY LINE, POLE AND GUY
- / / — EDGE OF ASPHALT
- ▲ UTILITY PEDESTAL
- WATER METER
- ⊗ LIGHT POLE
- ⊕ SANITARY SEWER MANHOLE
- ⊠ CONCRETE
- ⊡ SIGN



BEARING	DISTANCE
$N 32^{\circ}57'08'' E$	$14.90'$

Δ	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
	$29^{\circ}27'53''$	$498.37'$	$256.29'$	$N 79^{\circ}37'27'' E$	$253.48'$



CERTIFIED COPY OF HAYS COUNTY COMMISSIONERS' COURT MINUTES

**STATE OF TEXAS *
COUNTY OF HAYS ***

ON THIS THE 12TH DAY OF MAY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

- | | |
|---------------------------------|-----------------------------|
| ELIZABETH "LIZ" SUMTER | COUNTY JUDGE |
| DEBBIE GONZALES INGALSBE | COMMISSIONER, PCT. 1 |
| JEFFERSON W. BARTON | COMMISSIONER, PCT. 2 |
| WILL CONLEY | COMMISSIONER, PCT. 3 |
| KAREN FORD | COMMISSIONER, PCT. 4 |
| LINDA C. FRITSCHÉ | COUNTY CLERK |

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

26129 CLOSE, ABANDON, AND VACATE .62 ACRES OF COUNTY RIGHT-OF-WAY ON ROAD IN PRECINCT 1; AND TO RECORD THE ORDER CLOSING, ABANDONING, AND VACATING THIS PROPERTY IN THE OFFICIAL COUNTY RECORDS [T1-1821]

RPTP Director Jerry Borcharding advised that this property is of no value to the county. Special Counsel Mark Kennedy spoke of Order conveying the property and he spoke of Chapter 251 of the Transportation Code. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to close, abandon, and vacate .62 acres of county Right-of-Way on BeBee Road in Precinct 1; and to record the order closing, abandoning, and vacating this property in the official County Records. All voting "Aye". MOTION PASSED**

**THE STATE OF TEXAS
COUNTY OF HAYS**

I, Linda C. Fritsche, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Hays County, Texas, do hereby certify that the following contains a true and correct copy of the minutes of **MAY 12, 2010** under Resolution #26129 in the Commissioners' Court Minutes of Hays County, Texas:

Given under my hand and seal of office at San Marcos, Texas this the 16TH day of **JULY**, 2010.

**LINDA C. FRITSCHÉ, COUNTY CLERK AND
EXOFFICIO CLERK OF THE HAYS
COUNTY COMMISSIONERS' COURT**

BY *Liz Ingalsbe*
DEPUTY

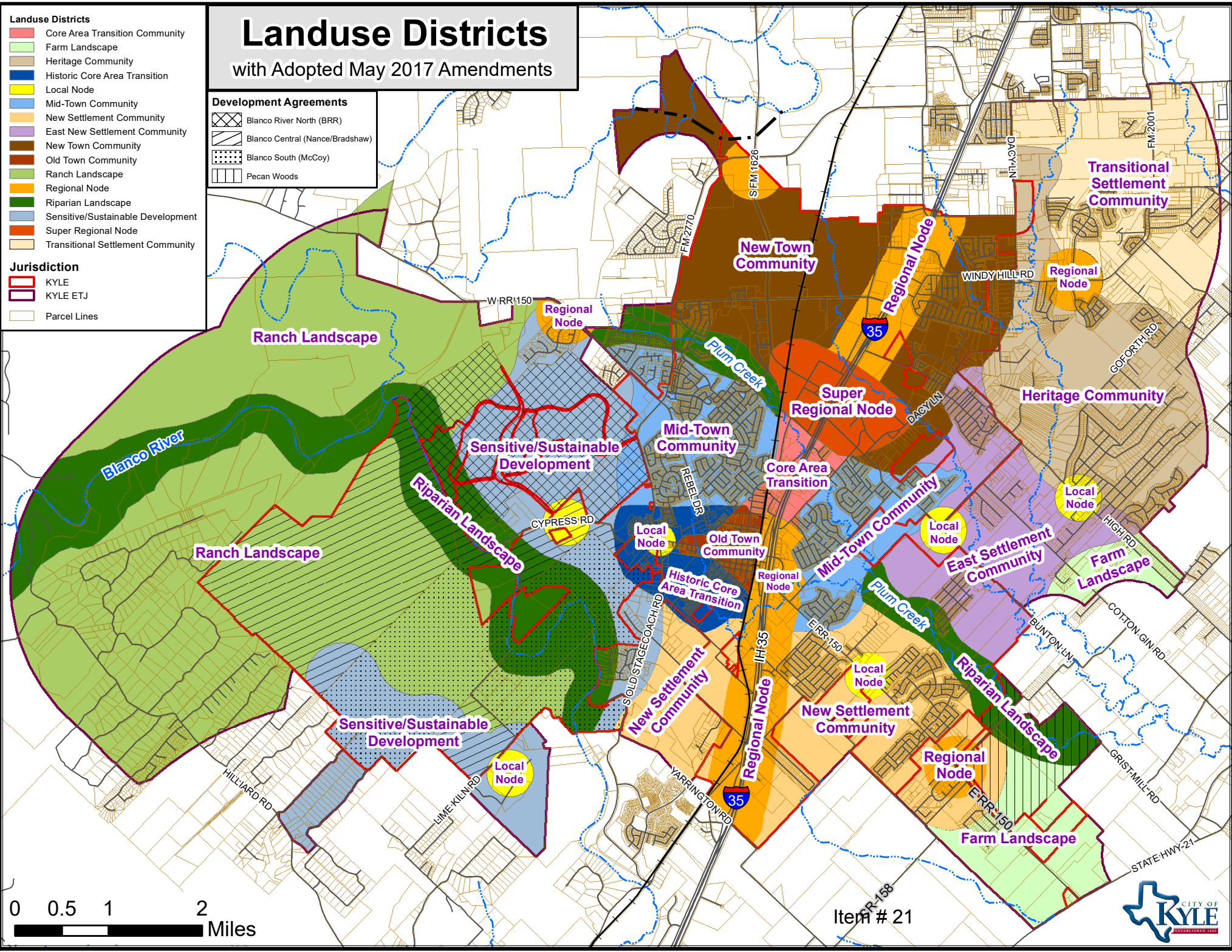
Clerk's Note: Property Owner – Jack Hadsell, 2702 Jefferson St. Austin, TX 78703

Landuse Districts

with Adopted May 2017 Amendments

- Landuse Districts**
- Core Area Transition Community
 - Farm Landscape
 - Heritage Community
 - Historic Core Area Transition
 - Local Node
 - Mid-Town Community
 - New Settlement Community
 - East New Settlement Community
 - New Town Community
 - Old Town Community
 - Ranch Landscape
 - Regional Node
 - Riparian Landscape
 - Sensitive/Sustainable Development
 - Super Regional Node
 - Transitional Settlement Community
- Jurisdiction**
- KYLE
 - KYLE ETJ
 - Parcel Lines

- Development Agreements**
- Blanco River North (BRR)
 - Blanco Central (Nance/Bradshaw)
 - Blanco South (McCoy)
 - Pecan Woods



Item # 21





CITY OF KYLE, TEXAS

FM 812, LLC JD's Market -
Comprehensive Plan Amendment
(Z-21-0076)

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas, adopting an amendment to the City's 2010 Comprehensive Plan by amending a portion of the Farm District to the Regional Node and to the New Settlement Land Use District; Providing for Related Matters. (FM 812, LLC - JD's Market - Z-21-0076)~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve.

- Public Hearing

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

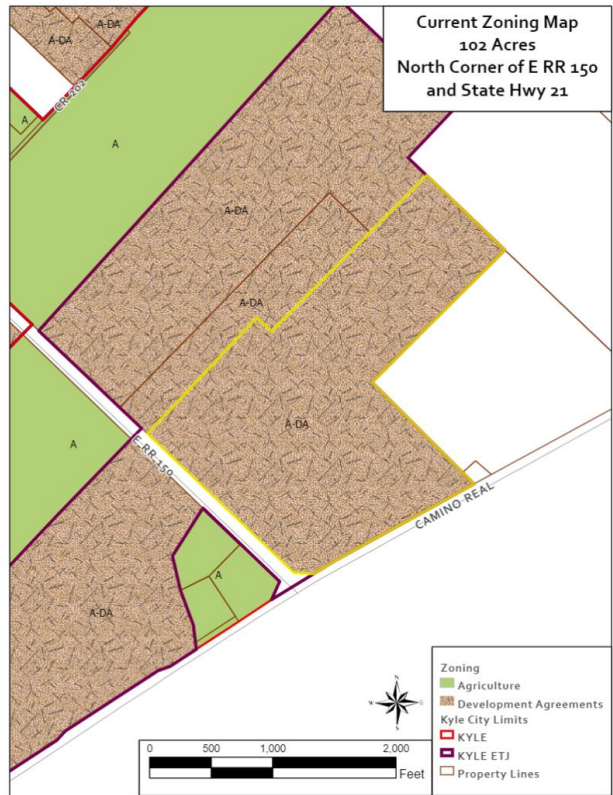
Description

- Staff Memo
- Summary Letter
- Ordinance With Exhibit
- Ordinance Without Exhibit
- Landowner Authorization Letter
- Franchise Tax Account Status
- Deed
- Development Agreement/Resolution
- Project Location Map
- Current Zoning Map
- Existing Land Use District Map
- Proposed Land Use District Map

Property Location	North Corner of SH-21 & E FM 150 (R14930 & R14931)
Owner	FM RD 812 LLC Mohammed Ahmad, President 1900 E. Anderson Lane, Ste. 130 Austin, TX 78752
Agent	Stephen Jameson, P.E. Jameson Civil Engineering, LLC 13812 Research Blvd, Ste. B-2 Austin, TX 78750
Request	Comprehensive Plan Future Land Use Map Amendment: Add 102-Acres in the 'Farm Landscape' to 'Regional Node' and 'New Settlement District'

Vicinity Map





Current Zoning

This site is outside the city limits of Kyle (Extra-Territorial Jurisdiction) and has a non-annexation development agreement. No zoning is assigned.

Conditions of the Comprehensive Plan Ordinance

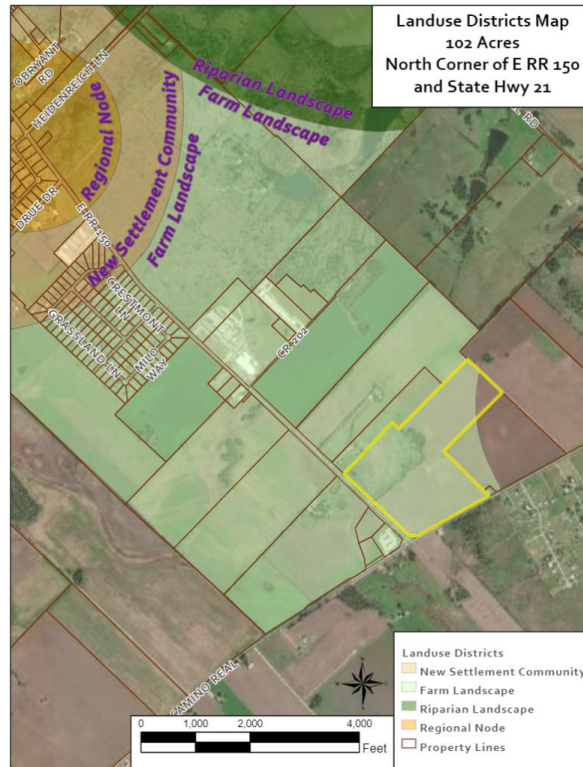
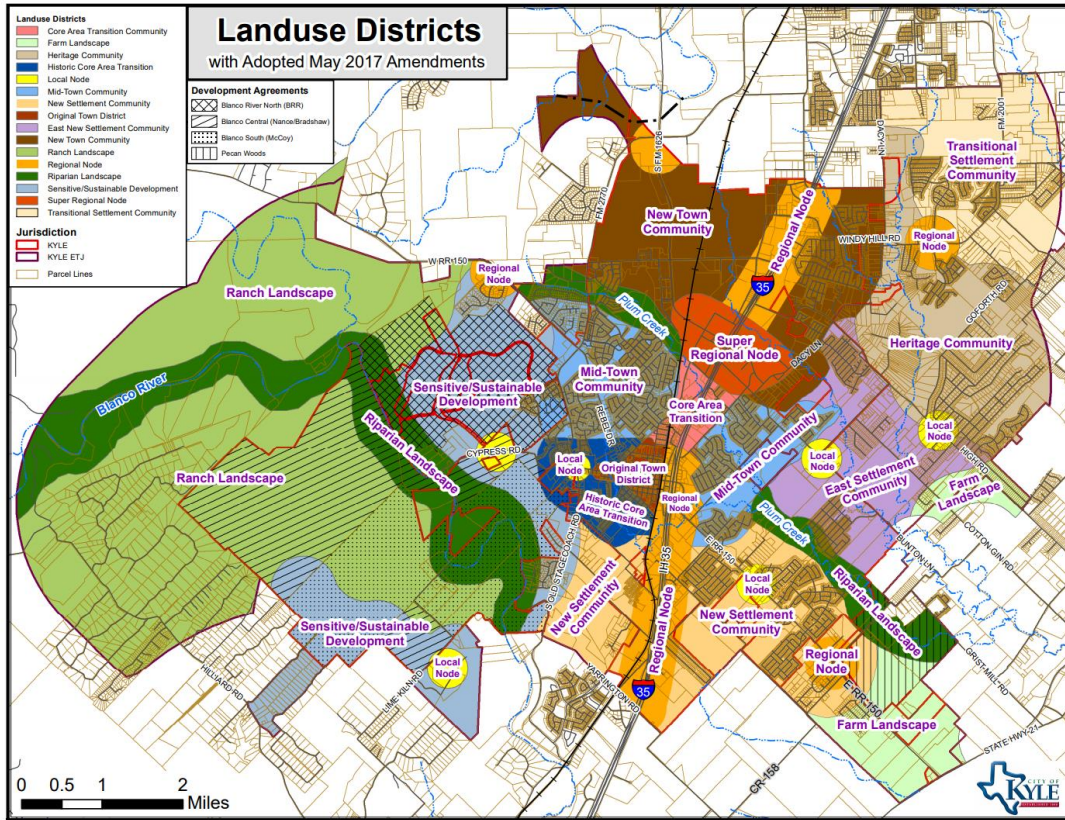
Sec. 10.03. - Comprehensive Plan Adoption and Amendment.

The comprehensive plan, or elements or portions thereof, shall be initially prepared and drafted by personnel and/or consultants authorized by the council, under the supervision of the city manager who shall coordinate development of the plan with the planning commission and the council. A draft of the comprehensive plan shall be submitted to the planning commission which shall hold a minimum of two public hearings on such plan and make recommendations for the approval of the plan, with or without amendments. The planning commission shall then forward the proposed comprehensive plan or element or portion thereof to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with the planning commission's and the city manager's recommendations thereon. If the proposed comprehensive plan has not been adopted within

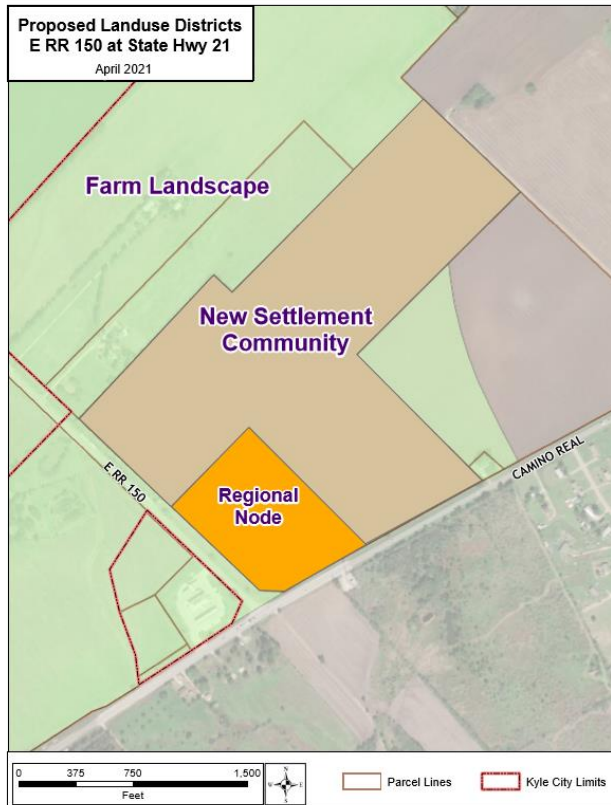
two years from the effective date of this charter, the proposed plan as it then exists will automatically become the City's comprehensive plan.

The council may adopt, or adopt with changes or amendments, the proposed comprehensive plan or any element or portion thereof, after one or more public hearings. The council shall act on such plan, element or portion thereof, within ninety (90) days following its submission. If such plan or element or portion thereof is not adopted by the council, the council shall, with policy direction, return such plan or element thereof to the planning commission, which may modify such plan or element or portion thereof, and again forward it to the city manager for submission in like manner to the council. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.

Upon the adoption of a comprehensive plan or element or portion thereof by the council, all land development regulations including zoning and map, subdivision regulations, roadway plan, all public improvements, public facilities, public utilities projects and all city regulatory actions relating to land use, subdivision and development approval shall be consistent with the comprehensive plan, element or portion thereof as adopted, except to the extent, if any, as provided by law. For purposes of clarity, consistency and facilitation of comprehensive planning and land development process, the various types of local regulations or laws concerning the alteration, development and use of land may be combined in their totality in a single ordinance or code.



Existing Landuse District



Proposed Landuse Districts

Comprehensive Plan Text

The subject site is located in the ‘Farm Landscape’ district. Most commercial and residential is not considered in this district.

Farm Landscape

Recommended: A, UE

Conditional: R-1-1, NC

Proposed Amendment

Regional Node

Recommended: R-1-C, R-3-2, R-3-3, CC, NC, **RS**, MXD

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

New Settlement Community

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, RS, W

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.

New Settlement Community District

'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.

Analysis

Kyle has observed greater development pressure for land in the vicinity of the intersection of State Highway 21 (SH-21) and E. FM 150. There are a variety of factors that create this interest, from the general expansion of Kyle’s sphere of influence, to the increase in real estate being added to the sales market, to the plans for utility infrastructure installations in and around the area.

Recently, County Line Special Utility District received approval from the State of Texas to begin planning wastewater service, within its service area. They plan to construct a wastewater

processing plant within the vicinity of- and southeast of the intersection of SH-21 and E FM 150. In addition, they have plans to construct wastewater lines within their service area.

Additionally, within the last two (2) years, representatives of FM RD 812, LLC (JD's Supermarkets) held meetings with staff to help determine feasibility of the parcel associated with this amendment request. Since then, they have purchased the site. Currently the site is undeveloped and under a Chapter 43 non-annexation agreement. The site is within the City's ETJ and will not be annexed unless the owners submit a request for a development permit. Additionally, the site must keep its agriculture exemption to remain in the ETJ.

The comprehensive plan currently shows the area within the Farm District. This district is primarily made up of agricultural operations and large lot single family residential (.5-acre – 1-acre lots). Small scale retail is allowed as well (Neighborhood Commercial zoning district). The overarching reason the intensity of development is so low, is due to the lack of wastewater infrastructure. However, as previously stated, County Line SUD is assembling plans to create this infrastructure. Additionally, SH-21 provides a secondary gateway into Kyle, and itself is a high-classification route that intersects IH-35.

The request to amend the comprehensive plan is specifically for the associated property. The property owners have requested that approximately 20-acres closest to the intersection be placed within the 'Regional Node', and the remaining acreage be within the 'New Settlement District'.

The Regional Node is high intensity of use and density. This is appropriate for uses on major intersections and those with existing/future sufficient water and wastewater availability. The New Settlement District is currently directly adjacent and northwest of the Farm Landscape. This request will add to the New Settlement District and allow the remaining acreage to pursue more residential land development within the associated land use district (primarily single family residential).

In light of future wastewater availability, at this high traffic intersection (large volumes of vehicle traffic), staff agrees that amending the comprehensive plan per this request is appropriate.

Recommendation

In conclusion, staff supports the request, and further recommends the Planning & Zoning Commission support the comprehensive plan future land use map amendment.

Attachments

- Request Letter
- Landowner Authorization Form
- Franchise Tax Account Status
- Deed
- Development Agreement
- Location Map
- Existing Zoning Map
- Existing Land Use Districts Map
- Proposed Land Use Districts Map

Jamison Civil Engineering LLC

TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE

Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

March 4, 2021

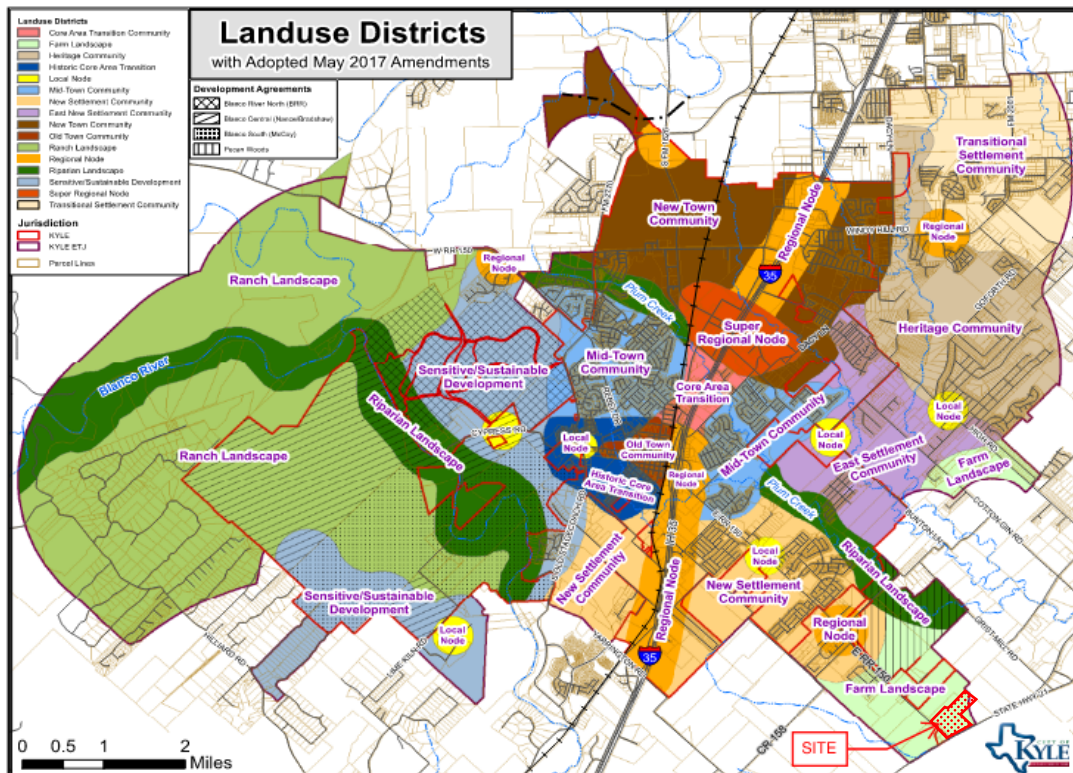
William Atkinson
City Planner - City of Kyle
100 W. Center Street
Kyle, Texas 78640

Re: JD's Supermarket Kyle Project Proposed Comprehensive Plan Amendment Request Summary Letter

The proposed JD's Supermarket Kyle project (the "tract" or "site"), is a 102.16-acre tract of land at the northeast corner of F.M. 150 and Hwy 21. Please see the map below for the location of this tract.

This tract is currently in the City of Kyle E.T.J. and Hays County. According to the City of Kyle's interactive Jurisdiction Map this tract has a Zoning Code of Development Agreement (Ordinance Date: 09/02/2013).

According to the Comprehensive Plan this area is in the Farm District Landscape:



Per the Comprehensive Plan for Farm District Landscape:

APPLICATION

The following chart displays existing zoning categories and their applicability to the Farm District.

<u>Zoning Category</u>	<u>Abbreviation</u>	<u>Use Qualification</u>	<u>Zoning Category</u>	<u>Use Qualification</u>
Agricultural District	A	Recommended	Neighborhood Commercial	Conditional
Central Business District 1	CBD-1	Not Recommended		
Central Business District 2	CBD-2	Not Recommended		
Construction/Manufacturing	C/M	Not Recommended		
Entertainment	E	Not Recommended		
Hospital Services	HS	Not Recommended		
Manufactured Home	M-1	Not Recommended		
Manufactured Home Subdivision	M-2	Not Recommended		
Manufactured Home Park	M-3	Not Recommended		
Single-family Residential 1	R-1-1	Conditional		
Single-family Residential 2	R-1-2	Not Recommended		
Single-family Attached	R-1-A	Not Recommended		
Residential Condominium	R-1-C	Not Recommended		
Residential Townhouse	R-1-T	Not Recommended		
Residential Two-family	R-2	Not Recommended		
Multi-family Residential 1	R-3-1	Not Recommended		
Multi-family Residential 2	R-3-2	Not Recommended		
Apartments Residential	R-3-3	Not Recommended		
Retail/Service	R/S	Not Recommended		
Recreational Vehicle Park	RV	Not Recommended		
Transportation/Utilities	T/U	Not Recommended		
Urban Estate District	UE	Recommended		
Warehouse	W	Not Recommended		

Proposed Uses:

For the +/- 15 to 20 acres directly adjacent to the intersection of F.M. 150 and Hwy 21, this project proposes a gas station / convenience store, a grocery store, retail space, oil change facility, self-service car wash bays with associated vacuum area and all associated grading, paving, water, wastewater, and drainage improvements.

For this portion of the project, we would request designation equivalent to a Regional Node or Super Regional Node designation. We are requesting a designation compatible with CBD-1, CBD-2 and R/S zoning districts.

Per the Comprehensive Plan for Regional Node:

APPLICATION

The following chart displays existing zoning categories and their applicability to the Regional Nodes.

<u>Zoning Category</u>	<u>Abbreviation</u>	<u>Use Qualification</u>	<u>Zoning Category</u>	<u>Use Qualifications</u>
Agricultural District	A	Not Recommended	Neighborhood Commercial	Recommended
Central Business District 1	CBD-1	Conditional	Community Commercial	Recommended
Central Business District 2	CBD-2	Conditional	Mixed-Use	Recommended
Construction/Manufacturing	C/M	Not Recommended	Office/Institutional	Conditional
Entertainment	E	Conditional		
Hospital Services	HS	Conditional		
Manufactured Home	M-1	Not Recommended		
Manufactured Home Subdivision	M-2	Not Recommended		
Manufactured Home Park	M-3	Not Recommended		
Single-family Residential 1	R-1-1	Not Recommended		
Single-family Residential 2	R-1-2	Not Recommended		
Single-family Attached	R-1-A	Not Recommended		
Residential Condominium	R-1-C	Recommended		
Residential Townhouse	R-1-T	Not Recommended		
Residential Two-family	R-2	Not Recommended		
Multi-family Residential 1	R-3-1	Conditional		
Multi-family Residential 2	R-3-2	Recommended		
Apartments Residential	R-3-3	Recommended		
Retail/Service	R/S	Recommended		
Recreational Vehicle Park	RV	Not Recommended		
Transportation/Utilities	T/U	Not Recommended		
Urban Estate District	UE	Not Recommended		
Warehouse	W	Not Recommended		

Per the Comprehensive Plan for Super Regional Node:

APPLICATION

The following chart displays existing zoning categories and their applicability to the Super Regional Nodes.

<u>Zoning Category</u>	<u>Abbreviation</u>	<u>Use Qualification</u>	<u>Zoning Category</u>	<u>Use Qualifications</u>
Agricultural District	A	Not Recommended		
Central Business District 1	CBD-1	Recommended	Mixed-Use	Recommended
Central Business District 2	CBD-2	Recommended	Office/Institutional	Recommended
Construction/Manufacturing	C/M	Not Recommended		
Entertainment	E	Recommended		
Hospital Services	HS	Recommended		
Manufactured Home	M-1	Not Recommended		
Manufactured Home Subdivision	M-2	Not Recommended		
Manufactured Home Park	M-3	Not Recommended		
Single-family Residential 1	R-1-1	Not Recommended		
Single-family Residential 2	R-1-2	Not Recommended		
Single-family Attached	R-1-A	Not Recommended		
Residential Condominium	R-1-C	Recommended		
Residential Townhouse	R-1-T	Not Recommended		
Residential Two-family	R-2	Not Recommended		
Multi-family Residential 1	R-3-1	Not Recommended		
Multi-family Residential 2	R-3-2	Recommended		
Apartments Residential	R-3-3	Recommended		
Retail/Service	R/S	Recommended		
Recreational Vehicle Park	RV	Not Recommended		
Transportation/Utilities	T/U	Not Recommended		
Urban Estate District	UE	Not Recommended		
Warehouse	W	Not Recommended		

For the remaining +/- 82 to 87 acres, this project proposes mixture of residential, condo/townhome and multifamily/apartment uses.

For this portion of the project, we would request designation equivalent to a New Town District designation. We are requesting a designation compatible with R-1, R-2, R-3 and R/S zoning districts.

Per the Comprehensive Plan for New Town District:

APPLICATION

The following chart displays existing zoning categories and their applicability to the New Town District.

<u>Zoning Category</u>	<u>Abbreviation</u>	<u>Use Qualification</u>	<u>Zoning Category</u>	<u>Use Qualification</u>
Agricultural District	A	Conditional	R-1-3	Recommended
Central Business District 1	CBD-1	Not Recommended	Community Commercial	Recommended
Central Business District 2	CBD-2	Not Recommended	Neighborhood Commercial	Recommended
Construction/Manufacturing	C/M	Conditional	Mixed-Use	Recommended
Entertainment	E	Conditional	Office/Institutional	Recommended
Hospital Services	HS	Conditional		
Manufactured Home	M-1	Not Recommended		
Manufactured Home Subdivision	M-2	Not Recommended		
Manufactured Home Park	M-3	Not Recommended		
Single-family Residential 1	R-1-1	Recommended		
Single-family Residential 2	R-1-2	Recommended		
Single-family Attached	R-1-A	Conditional		
Residential Condominium	R-1-C	Recommended		
Residential Townhouse	R-1-T	Recommended		
Residential Two-family	R-2	Recommended		
Multi-family Residential 1	R-3-1	Conditional		
Multi-family Residential 2	R-3-2	Recommended		
Apartments Residential	R-3-3	Recommended		
Retail/Service	R/S	Recommended		
Recreational Vehicle Park	RV	Not Recommended		
Transportation/Utilities	T/U	Conditional		
Urban Estate District	UE	Conditional		
Warehouse	W	Conditional		

Justification:

We strongly feel with the abundance of existing and proposed residential developments in this area of Kyle, along with the connectivity of the two major roadways, (F.M. 150 & Hwy 21), this tract would be a great opportunity to provide closer/local commercial, retail, grocery, gas, oil change, etc. for the entire surrounding area, (without having to drive further into Kyle to satisfy the needs of the community).

Your consideration of our request is greatly appreciated. Please let us know if you have any questions and/or if you need any additional information. Thank you for your time.


Sincerely,



Stephen R. Jamison, P.E.
Jamison Civil Engineering LLC
TBPE #F-17756



Legend

-  JDs Kyle 150 & 21



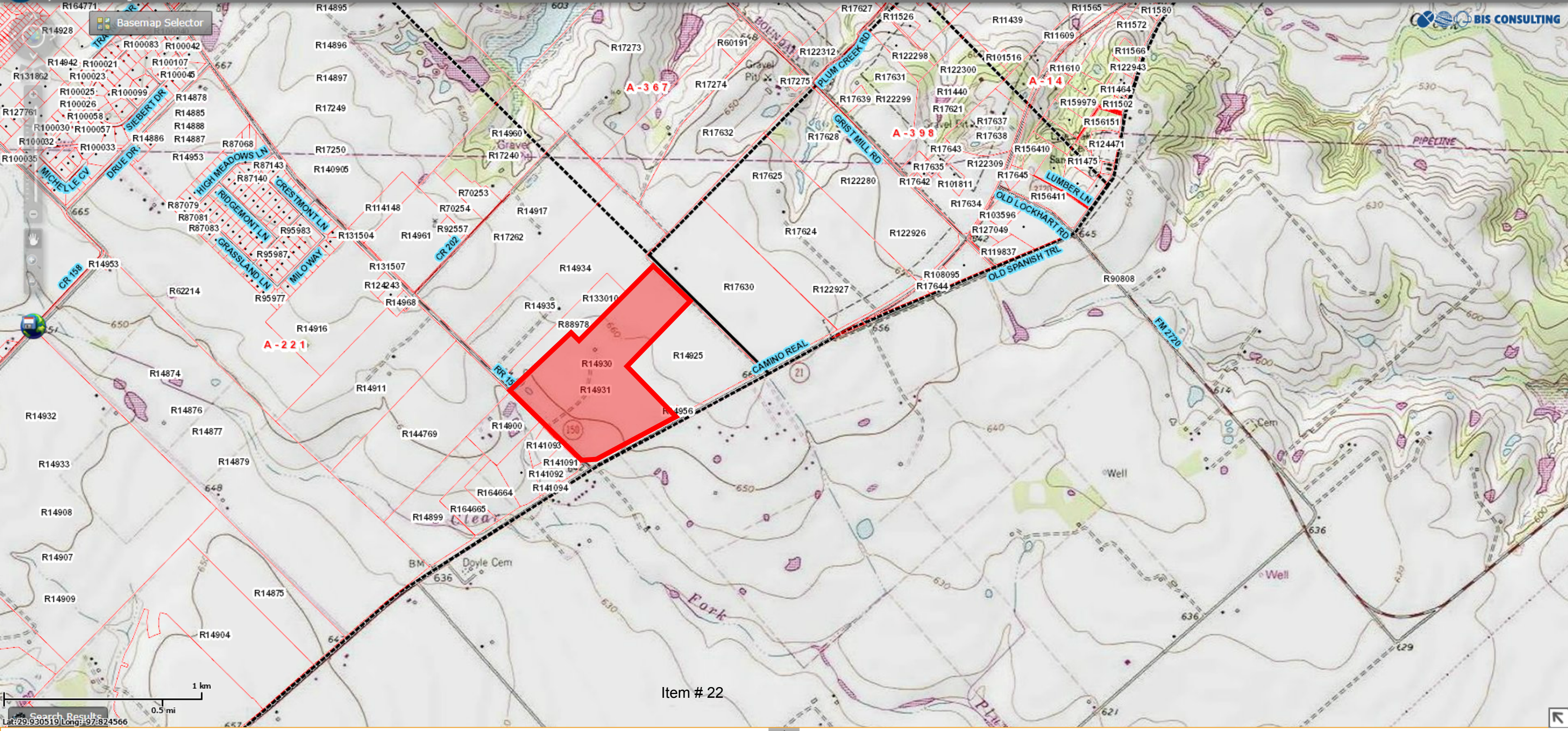
Google Earth

© 2018 Google

Item # 22

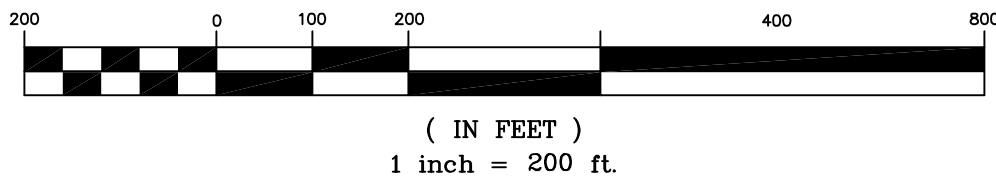
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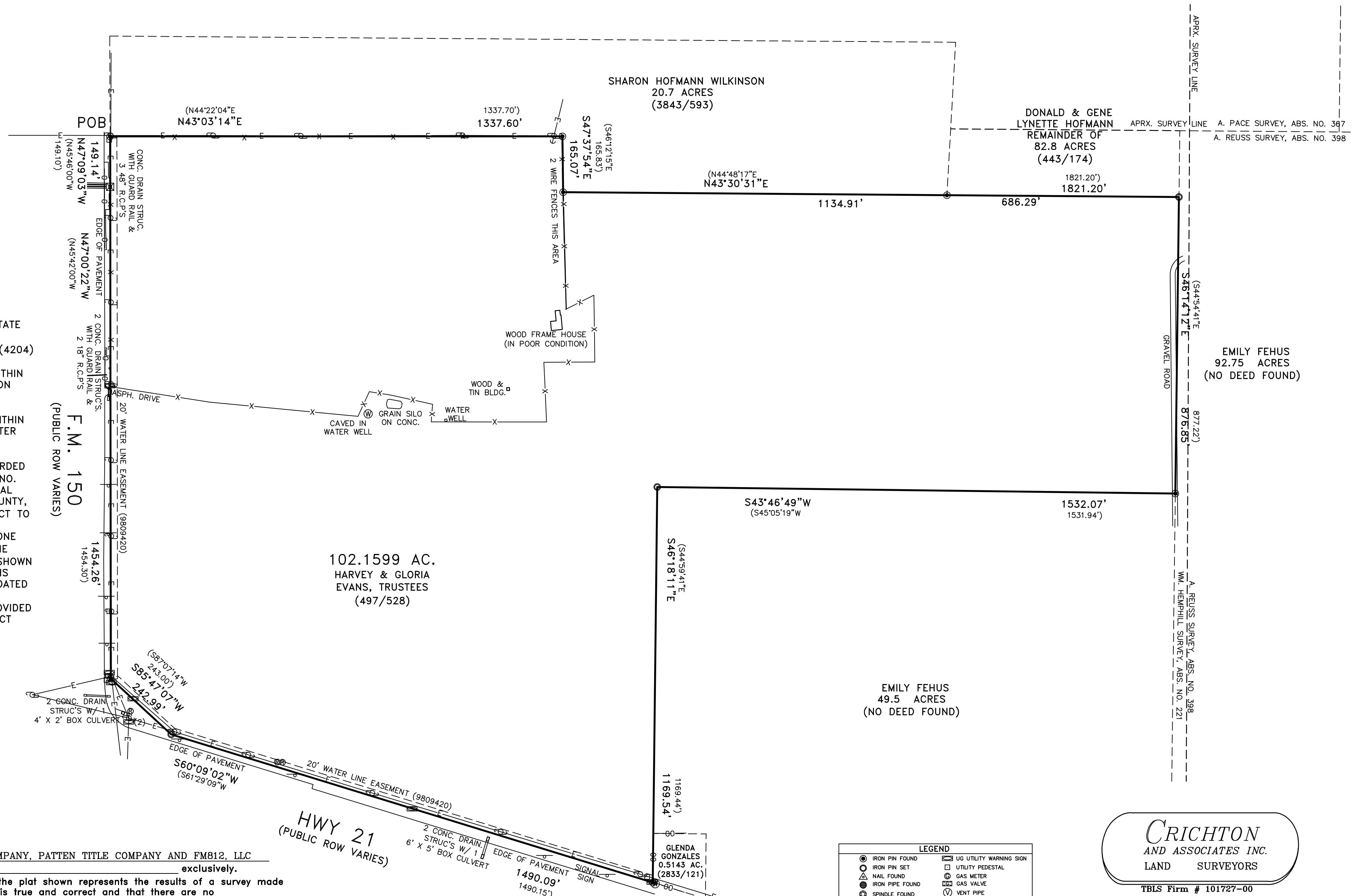
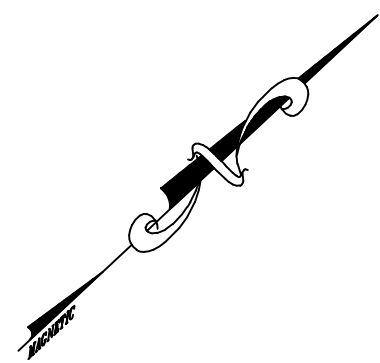


Item # 22

GRAPHIC SCALE



SURVEY OF 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.



- NOTES:
- *) BEARING BASIS = TEXAS STATE PLANE COORDINATES (NAD83), SOUTH CENTRAL TEXAS ZONE (4204)
 - 1) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT
 - 2) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.
 - 3) PER WARRANTY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 198500202204, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THIS TRACT IS "SUBJECT TO EASEMENT FOR OVERHEAD POWERLINES AND FOR TELEPHONE PEDESTAL (AND ANY TELEPHONE LINES CONNECTED TO IT) AS SHOWN ON PLAT OF A SURVEY OF THIS TRACT BY S. CRAIG HOLLMIG DATED DEC. 10, 1984". THERE IS INSUFFICIENT INFORMATION PROVIDED BY SAID DEED TO SHOWN EXACT LOCATION OF SAID EASEMENT.

REF: FM812, LLC
 G.F. NUMBER: 9991-19-2627
 DATED: AUG. 16TH, 2019
 To: WESTCOR LAND TITLE INSURANCE COMPANY, PATTEN TITLE COMPANY AND FM812, LLC exclusively.

The undersigned does hereby certify that the plat shown represents the results of a survey made on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements, except as shown and the property has access to and from a dedicated roadway

The property shown hereon is located in Zone "X" AREAS OUT OF THE 500-YR. FLOOD PLAIN

as shown on Community Panel Number _____ of the FLOOD INSURANCE RATE MAP prepared for HAYS COUNTY by the Federal Insurance Administration Department, H.U.D. Effective Date: JUNE 19, 2012

This survey is copyright 2019 by Crichton and Associates, Inc., and is being provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with this transaction only.

HWY 21
 (PUBLIC ROW VARIES)



LEGEND	
●	IRON PIN FOUND
○	IRON PIN SET
▲	NAIL FOUND
●	IRON PIPE FOUND
●	SPINDLE FOUND
△	CALCULATED POINT
⊠	TxDOT MONUMENT FOUND
()	RECORD INFORMATION
⊕	POWER POLE
⊕	HIGH VOLTAGE
⊕	POWER POLE
⊕	GUY WIRE
—	OVERHEAD ELECT. LINE
⊕	ELECTRIC METER
⊕	ELECTRIC MANHOLE
⊕	TELEPHONE MANHOLE
⊕	CONC. PAD WITH ELEC.
⊕	ELECTRIC BOX
—	METAL FENCE
—	WOOD FENCE
—	CHAIN LINK FENCE
—	WIRE FENCE
—	UG WATER LINE
—	UG WASTEWATER LINE
⊕	UG UTILITY WARNING SIGN
⊕	UTILITY PEDESTAL
⊕	GAS METER
⊕	GAS VALVE
⊕	VENT PIPE
⊕	WATER MANHOLE
⊕	WATER WELL
⊕	WATER METER
⊕	WATER VALVE
⊕	PVC RISER
⊕	FIRE HYDRANT
⊕	STREET SIGN
⊕	FLAG POLE
⊕	SANITARY SEWER MANHOLE
⊕	SEWER CLEANOUT
⊕	SEPTIC LID
⊕	STORM SEWER MANHOLE
⊕	UTILITY VAULT
⊕	DRAIN GRATE
⊕	LIGHT POLE
⊕	COVERED CONCRETE
⊕	UG UNDERGROUND BUILDING LINE
⊕	P.U.E. PUBLIC UTILITY EASEMENT
⊕	D.E. DRAINAGE EASEMENT



TBLS Firm # 101727-00
 6448 East Highway 290
 Suite B105
 Austin, Texas 78723
 (512) 244-3395
 Orders@CrichtonandAssociates.com

SURVEY OF 102.1599 ACRES ON THE NORTHEAST CORNER OF F.M. 150 AND HWY 21, KYLE TEXAS.

DATE: AUG. 27, 2019	JOB NO. 19_145
SCALE: 1" = 200'	DWG. NO. 19_145





F.M. 150

HWY 21

OFFICE
RECEPTION
CONFERENCE
TRAINING
RESTROOM
CLOSET
STORAGE
ELECTRICAL
MECHANICAL
PLUMBING
HVAC
ELEVATOR
STAIRWELL
CORRIDOR
LOBBY
WAITING AREA

OFFICE
RECEPTION
CONFERENCE
TRAINING
RESTROOM
CLOSET
STORAGE
ELECTRICAL
MECHANICAL
PLUMBING
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ELECTRICAL
MECHANICAL
PLUMBING
HVAC
ELEVATOR
STAIRWELL
CORRIDOR
LOBBY
WAITING AREA

ORDINANCE _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AN AMENDMENT TO THE CITY'S 2010 COMPREHENSIVE PLAN; PROVIDING FOR THE AMENDMENT OF THE PLAN BY AMENDING A PORTION OF THE FARM DISTRICT TO THE REGIONAL NODE AND TO THE NEW SETTLEMENT LAND USE DISTRICT; PROVIDING FOR RELATED MATTERS

WHEREAS, it is necessary and reasonable for the City of Kyle, Texas, a Texas home rule municipality, (herein the "City") to provide for, modify and amend a Comprehensive Plan for the City in accordance with Chapters 211 and 213 of the Texas Local Government Code and the City Charter;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, the City desires to facilitate the lessening of congestion in the streets; the securing of its citizens and visitors from fire, panic and other dangers; the promotion of the general health and welfare; the provision of adequate light and air, the prevention of the overcrowding of property and undue concentration of populations; and the adequate provision of transportation, water, sewers, schools, parks and other public requirements;

WHEREAS, the City recognizes that the existing Comprehensive Plan contains data that needs to be reviewed and updated where appropriate, commiserate with the City's growth and expansion in both population and land area;

WHEREAS, the Planning and Zoning Commission, after conducting two (2) Public Hearings, recommended adoption of a Mid-Term Update to the existing Comprehensive Plan; and,

WHEREAS, after review, inquiry and the opportunity for the public to give testimony and present written evidence at Public Hearings, and after review and recommendation by the Planning and Zoning Commission, the City Council has found the amendment of the Comprehensive Plan hereinafter set forth and listed in this ordinance is reasonable and necessary for the public health, safety, morals and welfare;

WHEREAS, the City Council has determined amending a portion of the Farm District to the Regional Node and to the New Settlement Land Use District, be correct (Exhibit "A").

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. Comprehensive Plan. Having held a Public Hearing and after receiving a recommendation from the Planning and Zoning Commission, the City Council hereby adopts and approves this Mid-Term Amendment to the Comprehensive Plan spread upon the minutes of this

meeting. The Comprehensive Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan. The City may further amend the Comprehensive Plan at the discretion of the City Council to plan for the changing plans of the City.

Section 3. Repeal of Comprehensive Plan. Portions of the existing Comprehensive Plan are repealed, to be replaced with text and renderings as indicated in Attachment ‘A’.

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 of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 6. 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 _____, 20 __.

ATTEST:

**THE CITY OF KYLE,
TEXAS**

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

Regional Node & New Settlement Land Use District Amendment Map

ORDINANCE _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AN AMENDMENT TO THE CITY'S 2010 COMPREHENSIVE PLAN; PROVIDING FOR THE AMENDMENT OF THE PLAN BY AMENDING A PORTION OF THE FARM DISTRICT TO THE REGIONAL NODE AND TO THE NEW SETTLEMENT LAND USE DISTRICT; PROVIDING FOR RELATED MATTERS

WHEREAS, it is necessary and reasonable for the City of Kyle, Texas, a Texas home rule municipality, (herein the "City") to provide for, modify and amend a Comprehensive Plan for the City in accordance with Chapters 211 and 213 of the Texas Local Government Code and the City Charter;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, the City desires to facilitate the lessening of congestion in the streets; the securing of its citizens and visitors from fire, panic and other dangers; the promotion of the general health and welfare; the provision of adequate light and air, the prevention of the overcrowding of property and undue concentration of populations; and the adequate provision of transportation, water, sewers, schools, parks and other public requirements;

WHEREAS, the City recognizes that the existing Comprehensive Plan contains data that needs to be reviewed and updated where appropriate, commiserate with the City's growth and expansion in both population and land area;

WHEREAS, the Planning and Zoning Commission, after conducting two (2) Public Hearings, recommended adoption of a Mid-Term Update to the existing Comprehensive Plan; and,

WHEREAS, after review, inquiry and the opportunity for the public to give testimony and present written evidence at Public Hearings, and after review and recommendation by the Planning and Zoning Commission, the City Council has found the amendment of the Comprehensive Plan hereinafter set forth and listed in this ordinance is reasonable and necessary for the public health, safety, morals and welfare;

WHEREAS, the City Council has determined amending a portion of the Farm District to the Regional Node and to the New Settlement Land Use District, be correct (Exhibit "A").

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. Comprehensive Plan. Having held a Public Hearing and after receiving a

recommendation from the Planning and Zoning Commission, the City Council hereby adopts and approves this Mid-Term Amendment to the Comprehensive Plan spread upon the minutes of this meeting. The Comprehensive Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan. The City may further amend the Comprehensive Plan at the discretion of the City Council to plan for the changing plans of the City.

Section 3. Repeal of Comprehensive Plan. Portions of the existing Comprehensive Plan are repealed, to be replaced with text and renderings as indicated in Attachment ‘A’.

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 of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 6. 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 _____, 20 __.

ATTEST:

**THE CITY OF KYLE,
TEXAS**

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

Regional Node & New Settlement Land Use District Amendment Map

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 221 WM Hemphill Survey 99.85 AC

of lots (if subdivided): _____ # of acres: 99.85

Site APN #(s): R14930 / Geo ID #10-0221-0048-00000-2

Location: Hwy 21 Kyle, Tx. 78640 County: Hays

Development Name: JD's Supermarket Kyle

Development Number(s): N/A

OWNER

Company/Applicant Name: FM RD 812 LLC

Authorized Company Representative (if company is owner): Mohammed Ahmad

Type of Company and State of Formation: Limited Liability Company

Title of Authorized Company Representative (if company is owner): President

Applicant Address: 1900 E Anderson Ln. Suite 130 Austin , Tx. 78752

Applicant Fax: 512-339-8387

Applicant Phone: 512-339-6008

Applicant/Authorized Company Representative Email: acrbuilding.inc@gmail.com

APPLICANT REPRESENTATIVE

Check one of the following:

I will represent the application myself; or

I hereby designate Jamison Civil Engineering LLC (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the

"City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

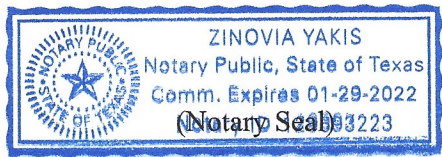
Owner's Signature: MA Date: 3/02/2021

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).



SUBSCRIBED AND SWORN TO before me, this the 2 day of March, 2021

[Signature]
Notary Public's Signature
1-29-2022

My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Jamison Civil Engineering LLC Attn: Stephen R. Jamison P.E.

Representative Address: 13812 Research Blvd #B-2 Austin, Tx. 78750

Representative Phone: 737-484-0880

Representative Email: steve@jamisoneng.com

Representative's Signature: [Signature] Date: 03/02/2021



Franchise Tax Account Status

As of : 03/03/2021 10:26:29

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

FM RD 812, LLC	
Texas Taxpayer Number	32047122794
Mailing Address	1900 E ANDERSON LN STE 103 AUSTIN, TX 78752-1979
ⓘ Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	02/27/2012
Texas SOS File Number	0801557446
Registered Agent Name	ADAM AHMAD
Registered Office Street Address	1900 EAST ANDERSON LANE, STE. 103 AUSTIN, TX 78752

Clerk's Note: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon of photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed.

GF No. 9991-19-2627

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: August 30, 2019

Grantor: Harvey Evans and Gloria Evans, holding title as Trustees on behalf of the Highway 21 Venture, a Texas general partnership

Grantee: FM RD 812, LLC, a Texas limited liability company

Grantee's Mailing Address:

1900 East Anderson Ln
Austin, TX 78752

Consideration:

Ten and No/100 Dollars (\$10.00), good and other valuable consideration, the receipt of which is hereby acknowledged

Property (including any improvements):

FIELD NOTES FOR 102.1599 ACRES OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. SAID 102.1599 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a ½" iron rod found on the Northeast ROW line of F.M. 150, at the South corner of a 20.7 acre tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593, Official Public Records, Hays County, Texas, for the West corner of this tract and POINT OF BEGINNING;

THENCE along the common line of said 20.7 acre tract and this tract, the following three (3) courses and distances:

- 1) N43°03'14" E, for a distance of 1337.70 feet to a ½" iron rod found on said common line.
- 2) S47°37'54" E, for a distance of 165.07 feet to a ½" iron rod found on said common line.
- 3) N43°30'54" E, passing a distance of 1134.91 feet a ½" iron rod found on the Northwest line of this tract, being the East corner of the said 20.7 acre tract and a Northeasterly corner of the remainder of a 82.8 acre tract conveyed to Donald and Gene Lynette Hofmann in Volume 443, Page 174 of the Official Public Records, Hays County, Texas, a total distance of 1821.20 feet to a ½" iron rod set on the Southwest line of a 92.75 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

THENCE S46°14'12"E with a common line of said 92.75 acre tract and this tract, a distance of 876.85 feet to a ½" iron rod found in a gravel road, on the Southwest line of the said 92.75 acre tract, at the North corner of a 49.5 acre tract conveyed to Emily Fehlis by deed (no deed found), Official Public Records, Hays County, Texas, for the North corner of this tract.

GF No. 9991-19-2627

Thence, with the common boundary line of said 49.5 acre tract and this tract the following two (2) courses and distances:

- 1) S43°46'49" W a distance of 1532.07 feet to a point for the West corner of said 49.5 acre tract, also being an Interior Ell corner of this tract.
- 2) S46°18'11" E, passing the West common corner of said 49.5 acre tract and a 0.5143 acre conveyed to Glenda Gonzales in Volume 2833, Page 121, of the Official Public Records, Hays County, Texas, a total distance of 1169.54 to a ½" iron rod found on the Northwest ROW line of Highway 21 at the South corner of said 0.5143 acre tract, same being the Southeast corner of this tract.

THENCE along the Northwest ROW line of said Highway 21 also being the Southeast line this tract, the following two (2) courses and distances:

- 1) S60°09'02" W, for a distance of 1490.09 feet to a ½" iron rod set.
- 2) S85°47'07" W, for a distance of 242.99 feet to a point for the South corner of this tract, also being on the Northeast ROW line of said F.M. 150.

THENCE, with a Northeast ROW line of F.M. 150, the following two (2) courses and distances:

- 1) N47°00'22" W, a distance of 1454.26 feet to Concrete Highway monument found.
- 2) N47°09'03" W, for a distance of 149.14 feet to the POINT OF BEGINNING and containing 1021599 acres of land, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Subject to all easements, right-of-ways, mineral reservations and other matters of record.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

HIGHWAY 21 VENTURE, a Texas general partnership



Harvey Evans, Trustee and Managing Partner

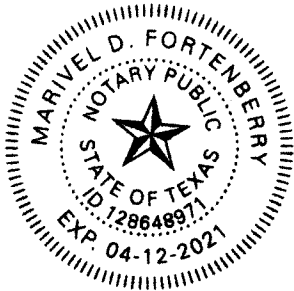


Gloria Evans, Trustee and Managing Partner

GF No. 9991-19-2627

STATE OF TEXAS §
COUNTY OF Travis §

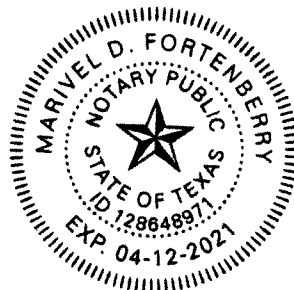
The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by **Harvey Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.**



Mary
Notary Public, State of Texas
Marivel D. Fortenberry
Printed Name of Notary
4-12-2021
My Commission Expires

STATE OF TEXAS §
COUNTY OF Travis §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by **Gloria Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.**



Mary
Notary Public, State of Texas
Marivel D. Fortenberry
Printed Name of Notary
4-12-2021
My Commission Expires

AFTER RECORDING RETURN TO:

FM RD 812, LLC

1900 East Anderson Ln
Austin, TX 78752

**THE STATE OF TEXAS
COUNTY OF HAYS**

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

19030733 DEED
09/03/2019 09:41:26 AM Total Fees: \$34.00

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



A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH HARVEY AND GLORIA EVANS FOR APPROXIMATELY 102.167 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 21 AND EAST RR 150; IN CONFORMANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

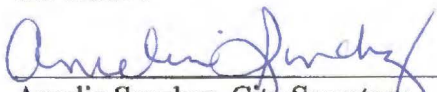
Section 2. The City Council hereby approves the Development Agreement for approximately 102.167 acres of Land in Hays County, Texas that is generally located northwest corner of the intersection of State Highway 21 and east RR 150 (as identified in exhibit C and more specially described in exhibit B).

Section 3. The City Council hereby approves the Development Agreement under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

Section 4. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

FINALLY PASSED AND APPROVED on this the 3rd day of September, 2013.

ATTEST:


Amelia Sanchez, City Secretary

THE CITY OF KYLE, TEXAS

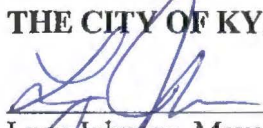

Lucy Johnson, Mayor

EXHIBIT A
AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

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

WHEREAS, the City has begun the process to institute annexation proceedings on parcels of property currently located in the City's ETJ and has set public hearings on September 10 and September 17, 2013; and

WHEREAS, the City contemplated including the Owner's property as part of the City's annexation process, Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Hays County, Texas.

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

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement.

Section 2. The Owner covenants and agrees not to use the property for any use other than for agriculture, consistent with Chapter 23 of the Texas Tax Code, except for any now-existing single-family residential use of the property, without the prior written consent of the City.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Hays County or the City until the Property has been annexed into the City. During the duration of this Agreement, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the parties can modify the description of the land subject to this Agreement.

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

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures, including notices and hearings under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a) (2) and chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Pursuant to Sections 43.035(b) (1) (B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the regulations that are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. In accordance with Texas Local Government Code 212.172(d), the initial term of this Agreement (the "Initial Term") is **fifteen (15) years** from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. Unless each party agrees to a subsequent term, the City will commence the annexation of the Property at the end of the Initial Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a) (2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyances, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owners and the Owners' heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Kyle
Attn: City Manager
2110 4th Street
Kyle, Texas 78640

Section 7. This Agreement shall run with the Property and be recorded in the Real Property Records of Hays County, Texas.

Section 8. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 9. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 10. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 11. Venue for this Agreement shall be in Hays County, Texas.

Section 12. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 13. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.
In witness whereof, the above and foregoing provisions are hereby agreed to, and accepted and approved by the parties.

OWNER"

By: Gloria Evans Trustee

Name: Gloria EVANS Trustee

Date: 8/13/13

THE STATE OF TEXAS

COUNTY OF ~~HAYS~~

TRAVIS

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§
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RH/g

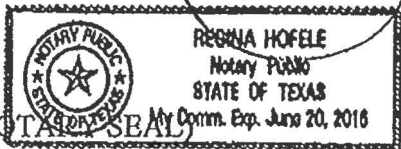
RH/g

2013

This instrument was acknowledged before me on the 13 day of AUGUST ~~2011~~, by GLORIA EVANS, being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Handwritten signature]

Notary Public, State of Texas



(NOTARY SEAL)

“CITY” City of Kyle, Texas

By: _____

Name: Lanny Lambert

Title: City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2013, by Lanny Lambert, as City Manager of the City of Kyle, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT B
PROPERTY DESCRIPTION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NUMBER 221, SITUATED IN HAYS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS BEING ALL OF THAT CERTAIN 102.167 ACRE TRACT OF LAND, CONVEYED TO HARVEY & GLORIA EVANS, TRUSTEES, IN VOLUME 497, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 102.167 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point on the northeast right-of-way of F.M. 150 (R.O.W varies), at the southernmost southeastern corner of a 20.7 acre (called) tract conveyed to Sharon Hofmann Wilkinson in Volume 3843, Page 593 of the O.P.R.H.C.TX., also being the southwestern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the southeastern boundary line of said 20.7 acre tract and the remainder of a 6.75 acre tract conveyed to Mark, Sharon & Gene Lynette Hofmann, Tract 2 in Volume 443, Page 174 of the (O.P.R.H.C.TX.), common to the northwestern line of said 102.167 acre tract, the following three (3) courses and distances, numbered 1 through 3:

- 1) N44°22'04"E, for a distance of 1337.70 feet to a point,
- 2) S46°12'15"E, for a distance of 165.83 feet to a point, and
- 3) N44°48'17"E, for a distance of 1821.20 feet to a point for the northeastern corner of said 82.8 acre tract, also being in the southwestern line of a 92.75 acre tract conveyed to Emily Fehlis,

THENCE, with the common boundary line of said 92.75 acre tract, and said 102.167 acre tract, S44°54'41"E, for a distance of 877.22 feet to a point for the northernmost corner of a 49.5 acre tract conveyed to Emily Fehlis,

THENCE, with the common boundary line of said 49.5 acre tract and said 102.167 acre tract, S45°05'19"W, for a distance of 1531.94 feet to a point for the southwest corner of said 49.5 acre tract, also being an interior ELL corner of said 102.167 acre tract,

THENCE, with the southwestern boundary line of said 49.5 acre tract, and a 0.5143 acre tract conveyed to Glenda Gonzales in Volume 2833, Page 121 of the O.P.R.H.C.TX., common to a northeastern line of said 102.167 acre tract, S44°59'41"E, for a distance of 1169.44 feet to a point for the easternmost corner of the herein described tract, also being the southernmost corner of said 0.5143 acre tract and also being in the northwestern right-of-way line of Texas Highway 21 (R.O.W varies),

THENCE, with the northwestern right-of-way line of said Texas Highway 21 (R.O.W varies), also being the southeastern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) S61°29'09"W, for a distance of 1490.15 feet to a point, and
- 2) S87°07'14"W, for a distance of 243.00 feet to a point for a southern corner of the herein described tract, also being in the northwestern right-of-way line of said F.M. 150 (R.O.W varies),

THENCE, with the northeastern right-of-way of said F.M. 150 (R.O.W varies) common to the southwestern line of said 102.167 acre tract, the following two (2) courses and distances, numbered 1 through 2:

- 1) N45°42'00"W, for a distance of 1454.30 feet to a point, and
- 2) N45°46'00"W, for a distance of 149.10 feet to the **POINT OF BEGINNING** and containing 102.167 acres of land.

THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.), NO ON-THE-GROUND SURVEY WAS PERFORMED

Surveyed by: _____

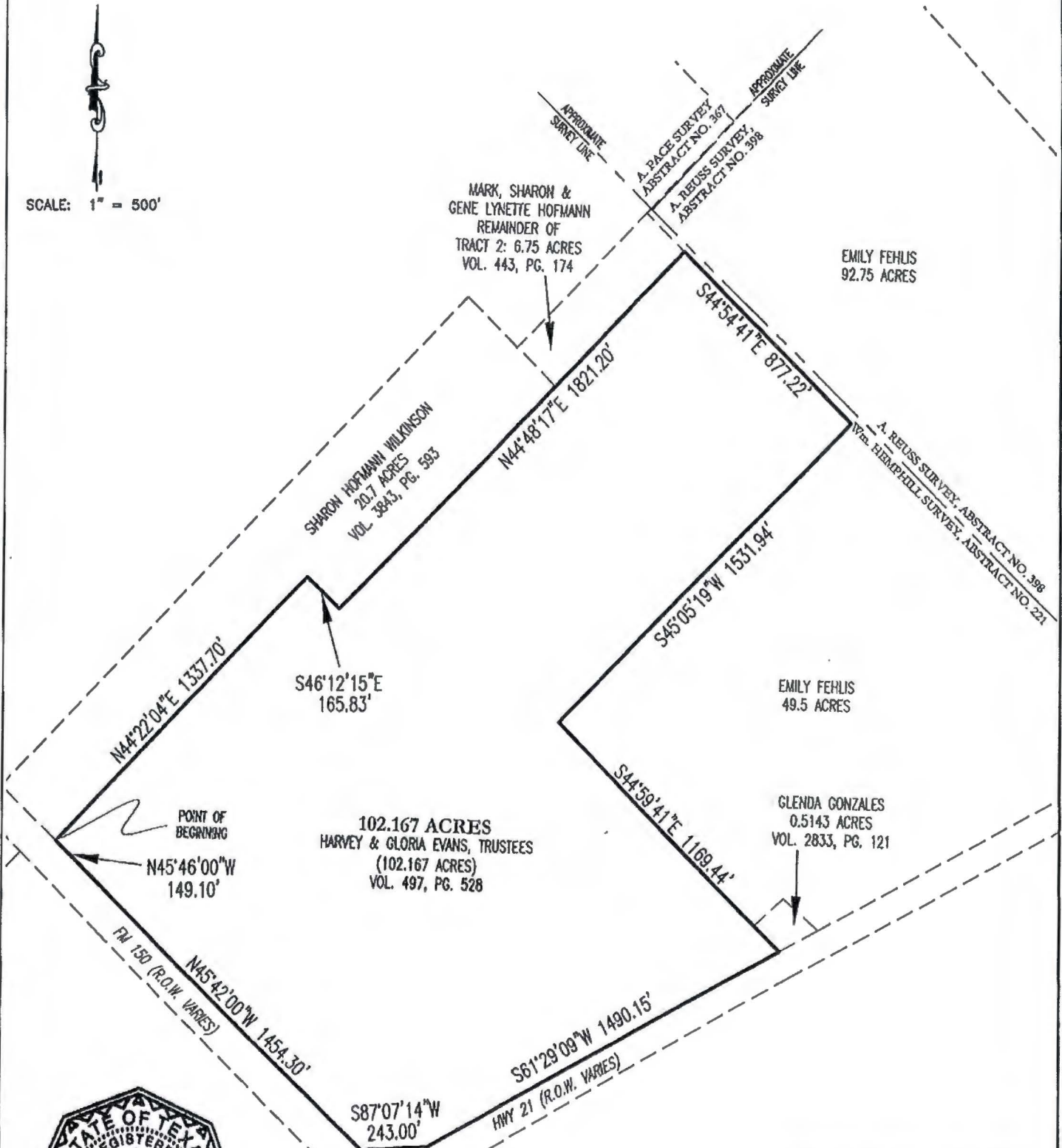
8-27-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Briggance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 500'



MARK, SHARON &
GENE LYNETTE HOFMANN
REMAINDER OF
TRACT 2: 6.75 ACRES
VOL. 443, PG. 174

SHARON HOFMANN MILKINSON
20.7 ACRES
VOL. 3843, PG. 593

EMILY FEHLIS
92.75 ACRES

S46°12'15"E
165.83'

EMILY FEHLIS
49.5 ACRES

102.167 ACRES
HARVEY & GLORIA EVANS, TRUSTEES
(102.167 ACRES)
VOL. 497, PG. 528

GLENDIA GONZALES
0.5143 ACRES
VOL. 2833, PG. 121

POINT OF BEGINNING
N45°46'00"W
149.10'



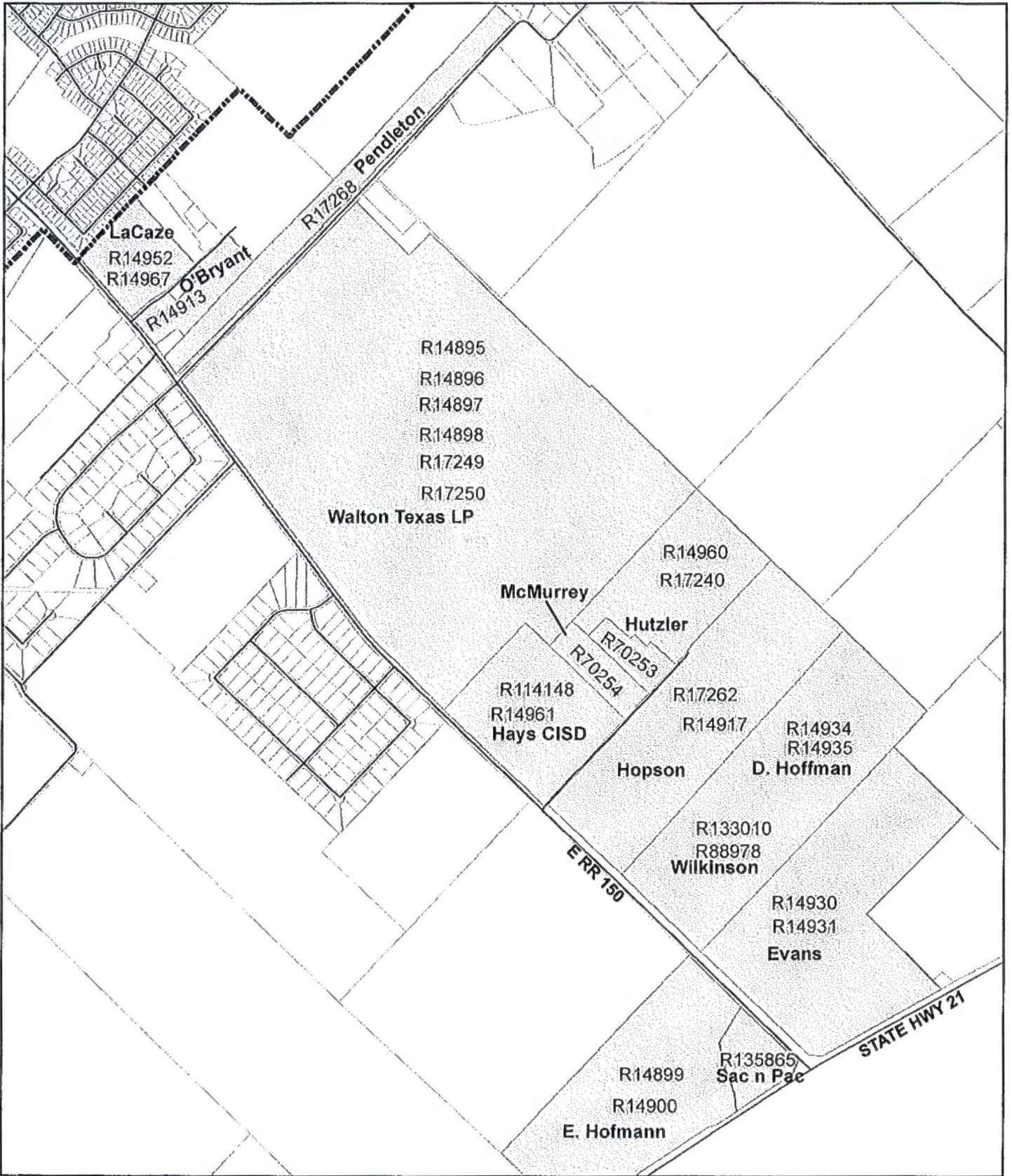
8-27-13

BEARING BASIS: PREPARED WITH RECORD INFORMATION
FOUND IN VOLUME 497, PAGE 528 (O.P.R.H.C.TX.)

Carlson, Brigance & Doering, Inc.
 Civil Engineering ♦ Surveying
 5501 West William Casanova Drive ♦ Austin, Texas 78749
 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

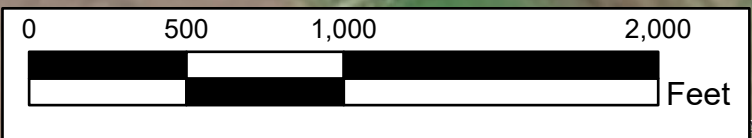
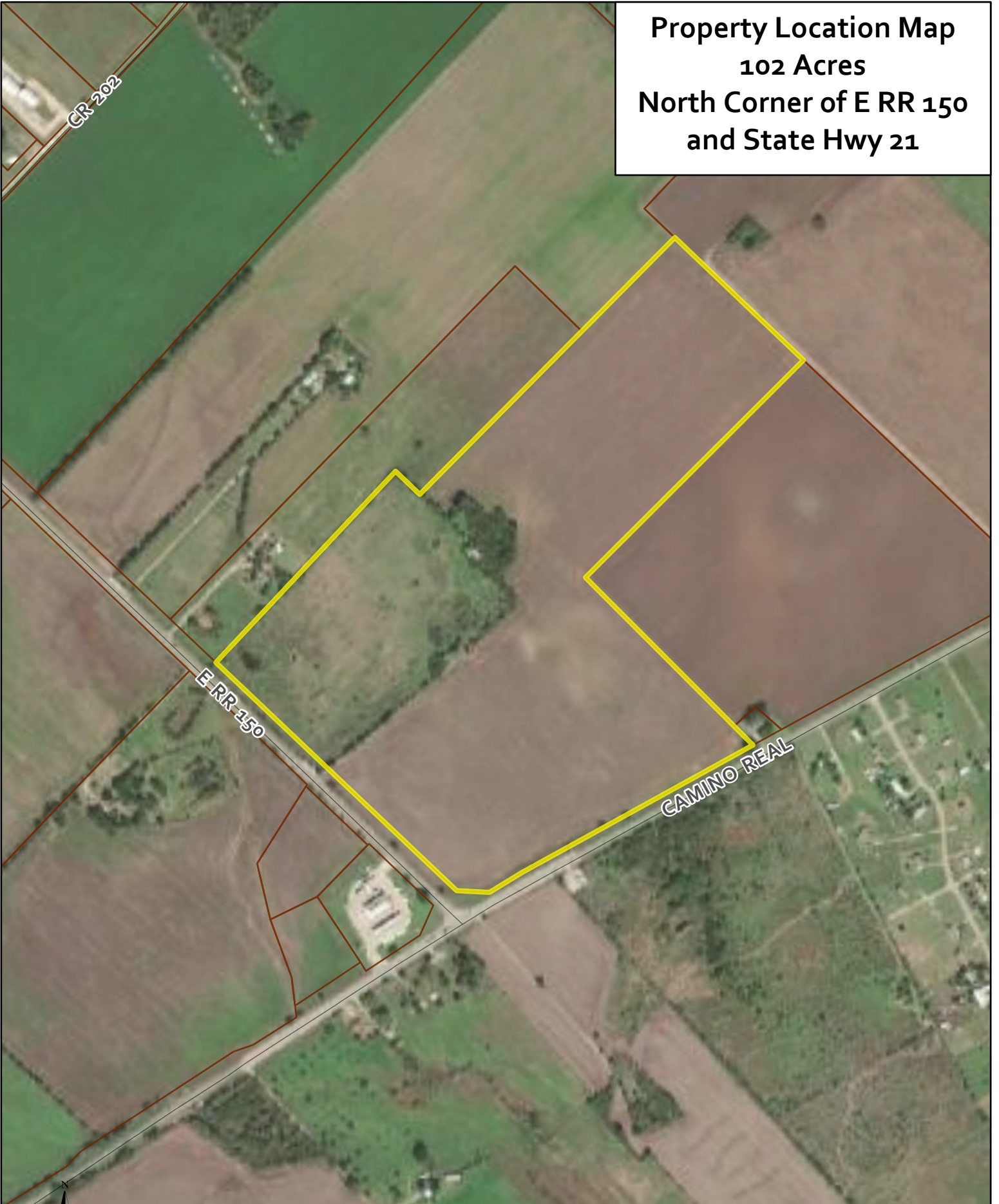
EXHIBIT C


PROPERTY MAP



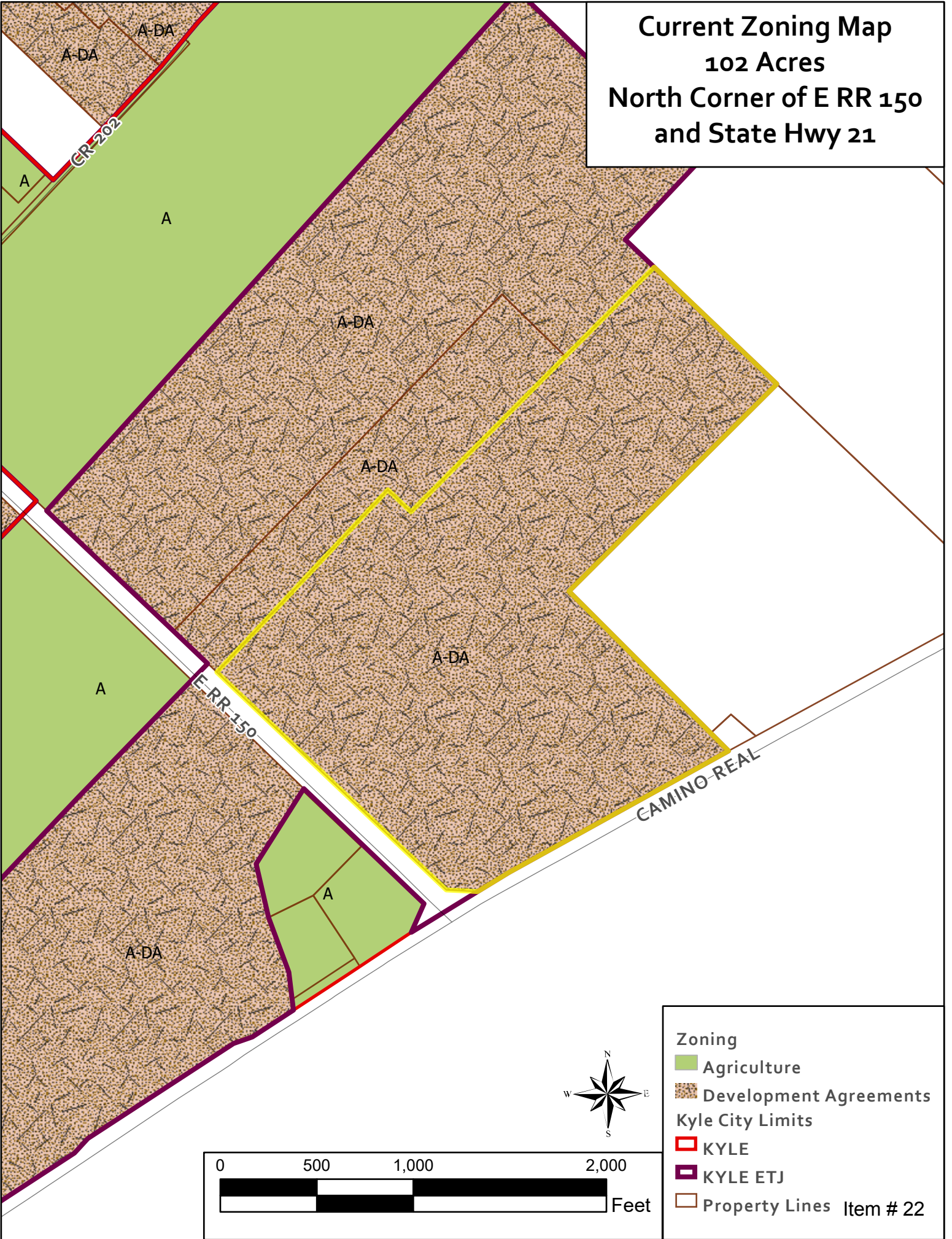
	Parcel Lines	<u>Proposed Annexations</u>		
	Proposed Annex			Item # 22
	Current Kyle City			

Property Location Map
102 Acres
North Corner of E RR 150
and State Hwy 21



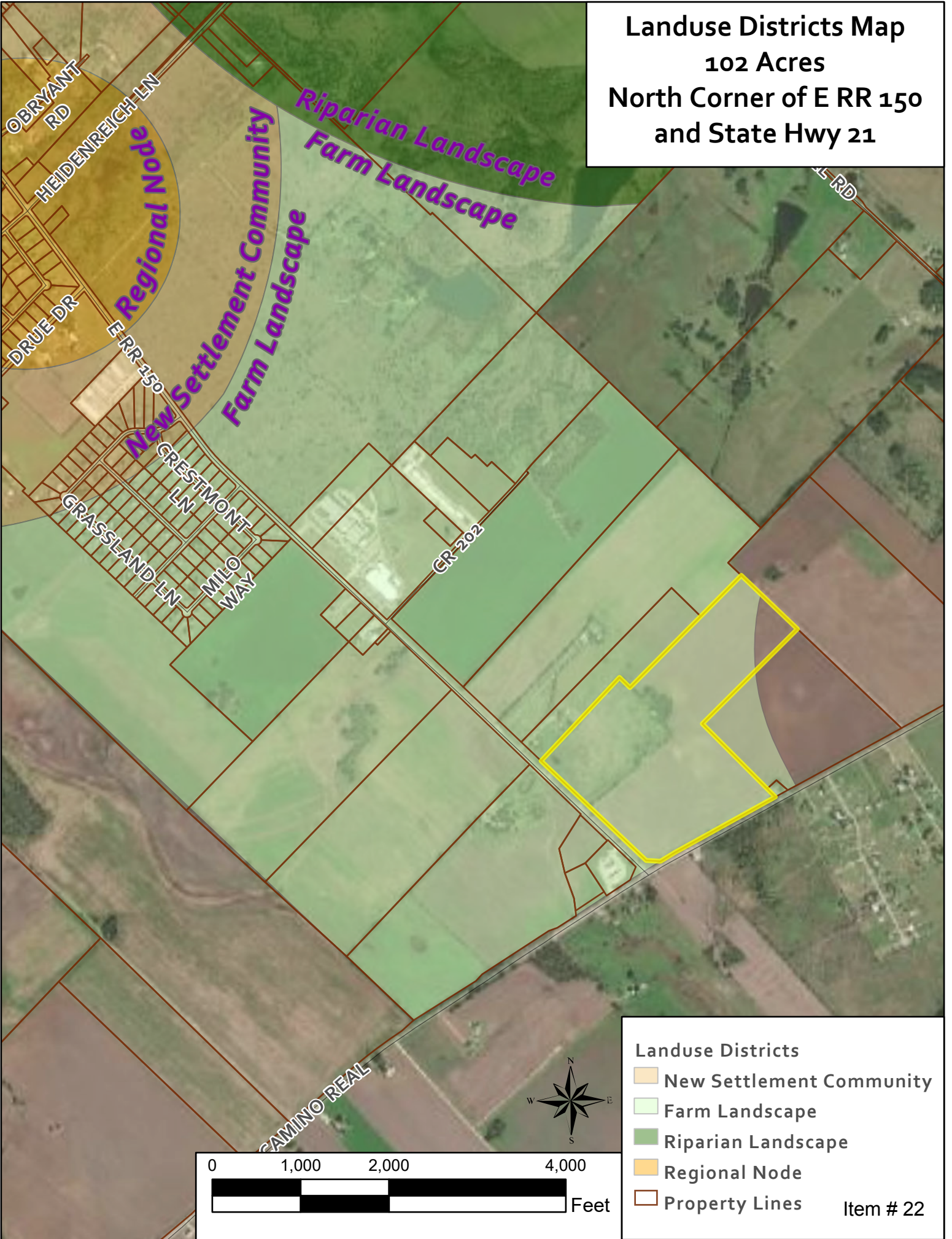
 **Property Lines**
Item # 22

**Current Zoning Map
102 Acres
North Corner of E RR 150
and State Hwy 21**



- Zoning**
- Agriculture
 - Development Agreements
- Kyle City Limits**
- KYLE
 - KYLE ETJ
 - Property Lines
- Item # 22

Landuse Districts Map
102 Acres
North Corner of E RR 150
and State Hwy 21



- Landuse Districts**
- New Settlement Community
 - Farm Landscape
 - Riparian Landscape
 - Regional Node
 - Property Lines
- Item # 22

**Proposed Landuse Districts
E RR 150 at State Hwy 21**

April 2021

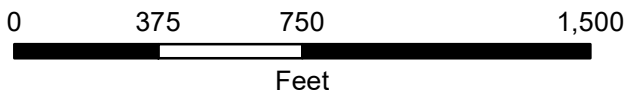
Farm Landscape

**New Settlement
Community**

**Regional
Node**

E.RR.150

CAMINO REAL



 Parcel Lines

 Kyle City Limits



CITY OF KYLE, TEXAS

Proposed Annexation - 25.2-Acres
Jansen Property and land owned by
CTX Park, LLC (ANNX-21-0008)

Meeting Date: 5/4/2021
Date time:7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas, annexing 25.2 acres of land, more or less, located in Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving a service plan for the annexed area; making finding of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (Peggy Lehman Jansen and CTX Park - ANNEX-21-0008) ~ *Howard J. Koontz, Director of Planning and Community Development*

- Public Hearing

Other Information: CTX Park, LLC has purchased approximately 1.105 acres out of the 25.2 acre tract owned by Peggy L. Jansen. Per the non-annexation development agreement, subdivision of the 25.2 acres triggers annexation into the City of Kyle.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Ordinance_PDF
- CTX Park, LLC - Deed
- Peggy L. Jansen - Deed
- Non-Annexation Development Agreement
- Franchise Tax Account Status
- Landowner Authorization Letter

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 25.2 ACRES OF LAND, MORE OR LESS, LOCATED IN HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

WHEREAS, the City and the owner of the subject property entered into that certain Development Agreement August 7, 2019 and filed and recorded in the Records of Hays County, Texas September 9, 2019 as Instrument No. 19031781;

WHEREAS, the Development Agreement sets forth the terms by which the subject property will be annexed into the City attached hereto as Exhibit “A” (Page 4);

WHEREAS, the associated property to be annexed is shown as Exhibit “B” (Page 20);

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “C” (Page 29).

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

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

SECTION 2. All portions of the following described property (hereinafter referred to as the “Annexed

Property”), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City:

All that certain area of land being 25.2 acres, more or less, out of the John Stewart League Survey, Abstract No. 14, Hays County, Texas and being out of that certain 38.9 acre tract conveyed to Peggy Lehman Jansen in the warranty deed recorded in Instrument No. 16043789, Official Public Records of Hays County, Texas and being further described by warranty deed with vendor’s lien recorded in Instrument No. 21011388 in the Official Public Records of Hays County, Texas and being more particularly shown and described by survey and metes and bounds in the Exhibit “A” attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF KYLE, TEXAS

Jennifer Holm City Secretary

Travis Mitchell, Mayor

Exhibit A

NON-ANNEXATION DEVELOPMENT AGREEMENT - PEGGY LEHMAN JANSEN

Chapter 43.016 (Texas Local Government Code)

STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.016, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.016, Texas Local Government Code is entered between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

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

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.016, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.016 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

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

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172, Texas Local Government Code;

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

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

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City. A "development document" is an application for a permit or approval that must be filed with a governmental entity that has jurisdiction over the Property in order to develop the Property.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District A (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Agricultural District A zoning regulations shall apply to the Property, and in addition to the uses authorized under Agricultural District A, the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Agricultural District A and applicable building codes and regulations, provided that building permits and related inspections shall only be required for additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building

permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized in Section 2.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c), or 2(d).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request consent of the Owner and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered to the City by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.016(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. On the date not more than 180 days before the expiration of this Agreement, until the expiration of this Agreement, and at the request of the Owner and/or the City, and upon written consent of both parties, this Agreement may be extended for an additional term of up to fifteen (15) years from the date of expiration of the previous Agreement. Two such extensions may be enacted beyond the original term of this Agreement.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. Any claims regarding the City's ordinances and regulations that govern a project on the Property under Chapter 245 shall be determined as if the Property were located within the City limits and subject to Agricultural District A at the time that the application, plan for development, or plat application (except for those allowed under Section 2) was filed with a regulatory agency. The Owner further waives any and all claims that the Owner may have under Section 43.002(a) that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property

following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement. Notwithstanding the foregoing, the Owner and City agree and acknowledge that any vested rights and claims pertaining to the use and development of the Property as authorized by Section 2 is not modified by this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property or an authorized representative has signed this Agreement and that the Agreement is binding on all owners of the Property.

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

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

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

Peggy Lehman Jansen
PO Box 1778
Kyle, Texas 78640

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

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the

Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

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

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

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

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

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

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

Section 20. Cooperation of Parties; Intent. The Parties shall reasonably cooperate in good faith to give effect to the provisions and intent of this Agreement. The intent of this Agreement is that the Property remain in the City's ETJ until the Property is developed or used for other than for agriculture, wildlife management, or timberland uses, as further defined in Section 2, and that development of the Property or changes in use of the Property, as defined in Section 3, will constitute the Owner's request to be annexed into the city so that the Property will be

annexed into the City.

Entered into this 7 day of August, 2019.

Owner (s)

Peggy Jansen
Printed Name: Peggy Jansen

Printed Name: _____

City of Kyle, Texas

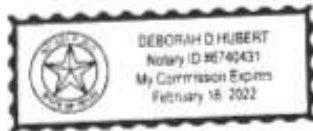
Travis Mitchell
Travis Mitchell, Mayor

STATE OF TEXAS
COUNTY OF HAYS on

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of August, 2019.

Deborah D Hubert
Notary Public - State of Texas



STATE OF TEXAS
COUNTY OF _____ on

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2019.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of August, 2019.

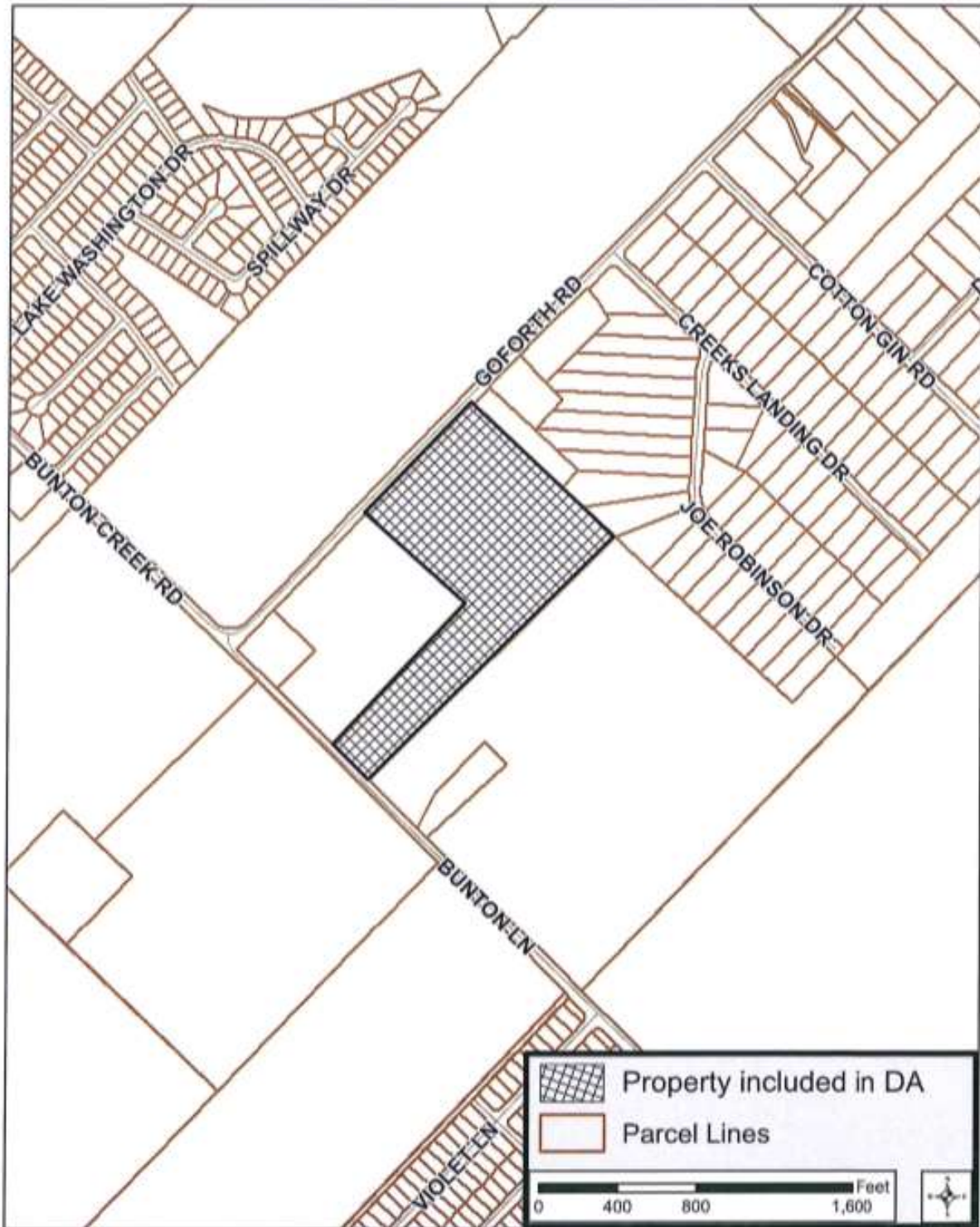
Jennifer A. Vetrano
Notary Public - State of Texas



EXHIBIT "A"
Property Location Map

Exhibit A

Jansen Development Agreement
HCAD ID: R11514 Approx. 25.2 Acres

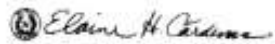


THE STATE OF TEXAS

COUNTY OF HAYS

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

19031781 AGREEMENT
09/09/2019 03:07:57 PM Total Fees: \$62.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

Exhibit "C"

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

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

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

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

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

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

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

NOW, THEREFORE, the City agrees to provide the following municipal services for the Property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

(i) Inspection of water distribution lines or wells as provided by statutes of the State of Texas.

(ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the Property, or absent a utility holding a CCN, in whose jurisdiction the Property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the Property owner(s) shall construct the internal water lines and pay the costs of water line extension and necessary facilities to service the Property as required in City ordinances at the time of the request. The Property owner(s) agree the Property in its current state has adequate water service and no capital improvements by the City are required. The Property owner(s) agree as the Property develops and water services are sought from the utility holding the CCN for the Property that the City's ordinances, policies, or agreements between the City and the Property owner(s) shall govern the extension of water services to the Property and the City shall have no obligation to service in another CCN.

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

(i) Inspection of sewer lines or septic systems as provided by statutes of the State of Texas.

(ii) The Property owner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

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

(i) Provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:

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

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

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

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

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

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

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

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

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

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

(4) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Property or redevelopment, the landowner(s) will be responsible for the development costs the same as a developer or landowner in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Property. The Property owner(s) for itself, its grantees, successors, and assigns agree that no capital improvements are required to service the Property the same as similarly situated properties already within the City.

(5) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

Exhibit "B"

ANNEXED PROPERTY DESCRIPTION

+/- 25.2 Acres (1.105-Acres Owned By CTX Park, LLC Included Within Boundaries of 25.2 Acres)

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 9, 2021
Grantor: PEGGY LEHMAN JANSEN
Grantor's Mailing Address: 1000 Lehman Road
Kyle, Texas 78640
Grantee: CTX PARK, LLC, a Texas limited liability company
Grantee's Mailing Address: 740 Willow Ridge Dr.
San Marcos, TX 78666

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of BRADLEY HULLUM, the proceeds of which shall be used, in whole or in part, to acquire the Property identified below. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of BRADLEY HULLUM and by a first-lien deed of trust of even date from Grantee to CHI REECE, trustee.

Property (including any improvements):

1.105 acres out of the John Stewart League, Abstract No. 14 in Hays County, Texas: Same being out of that certain 38.9 acre tract conveyed to Peggy Lehman Jansen in the warranty deed recorded in instrument No. 16043789, Official Public records of Hays County, Texas, and being more particularly described by Metes and Bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Bradley Hullum, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Bradley Hullum and are transferred to Bradley Hullum without recourse against Grantor.

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

Peggy Lehman Jansen
PEGGY LEHMAN JANSEN

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on March 9, 2021, by PEGGY LEHMAN JANSEN.



[Signature]
Notary Public, State of Texas
My commission expires: 10/27/2024

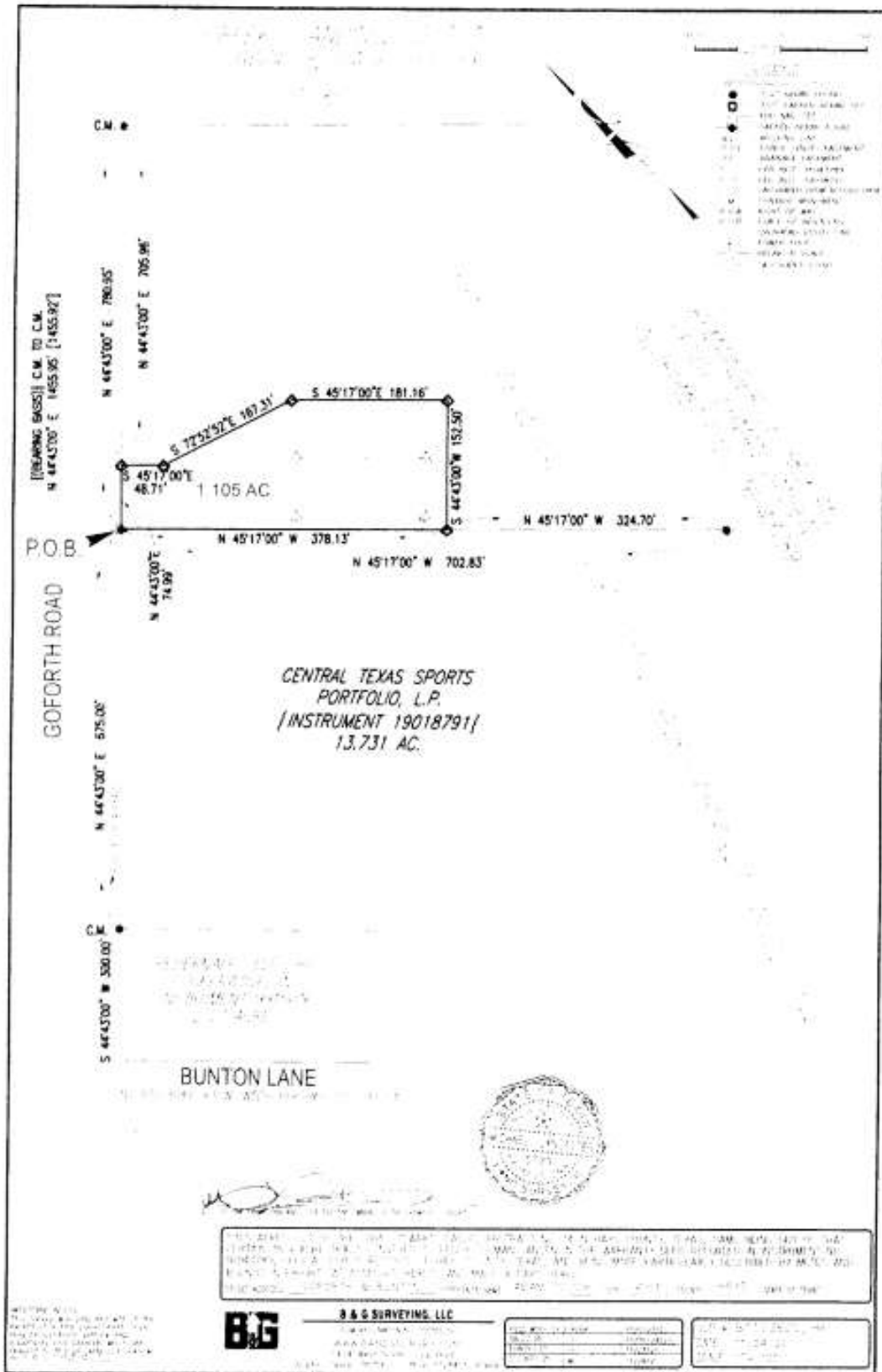


EXHIBIT "A"
LEGAL DESCRIPTION

BEING 1.105 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART LEAGUE, ABSTRACT No. 14 IN HAYS COUNTY, TEXAS; SAME BEING OUT OF THAT CERTAIN 88.9 ACRE TRACT CONVEYED TO PEGGY LEHMAN JANSEN IN THE WARRANTY DEED RECORDED IN INSTRUMENT No. 16043789 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 1.105 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron rebar with cap found in the southeastern right of way of Goforth Road at the west corner of that certain 13.231 acre tract conveyed to Central Texas Sports Partners, L.P. in Special Warranty Deed recorded in Instrument No. 19018793, Official Public Records of said County; said 1" iron rebar found being the north corner of that certain 2.07 acre tract conveyed to Pedernales Valley Cooperative, Inc. in General Warranty Deed recorded in Instrument No. 0935016, Official Public Records of said County and from which the calculated intersection of the southeastern right of way line of Goforth Road and the northeastern right of way line of Buster Lane, said calculated point being the west corner of said Pedernales tract bears S 44° 43' 00" W a distance of 300.00 feet;

THENCE with the southeastern right of way line of Goforth Road, N 44° 43' 00" E (bearing basis) a distance of 675.00 feet to a 1" iron rebar with cap found at the north corner of said Central Texas tract, and from which a 1" iron rebar found at the north corner of the aforementioned Jansen tract bears N 44° 43' 00" E (bearing basis) a distance of 780.95 feet, said 1" rebar with cap found being the west corner of said 1.105 acre tract and the **PLACE OF BEGINNING** hereof.

THENCE along the southeast line of said Goforth Road and the northwest line of said Jansen tract, N 44° 43' 00" E a distance of 74.99 feet to a 1" iron rebar with B&G Surveying cap set at the north corner of said 1.105 acre tract for the north corner hereof.

THENCE over and across said Jansen tract the following four courses:

1. S 45° 17' 00" E a distance of 48.71 feet to a 1" iron rebar with B&G surveying cap set for an angle point hereof.
2. S 72° 52' 52" E a distance of 147.41 feet to a 1" iron rebar with B&G surveying cap set for an angle point hereof.
3. S 25° 17' 00" E a distance of 180.15 feet to a 1" iron rebar with B&G Surveying cap set at the east corner of said 1.105 acre tract, for the east corner hereof.
4. S 44° 43' 00" W a distance of 152.61 feet to a 1" iron rebar with B&G Surveying cap set in the northeast line of said Central Texas tract at the south corner of said 1.105 acre tract, for the north corner hereof, from which a 1" iron rebar with cap found at the east corner of said Central Texas tract bears S 45° 17' 00" E a distance of 125.20 feet.

THENCE with the northeast line of said Central Texas tract and the southwest line of said 1.105 acre tract, N 45° 17' 00" W a distance of 128.13 feet to the **PLACE OF BEGINNING** hereof, containing a calculated area of 1.105 acres of land, more or less.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SURVEY SKETCH ONLY.

	
Michael J. Lancaster, P.L.S. 5579	Date
B & G Surveying, LLC 1504 W. Smith Loop Blvd Apt 10, Texas 78756 Phone: 512-458-1866 Fax: 512-458-1866 Email: bgc@bgsurvey.com	

**THE STATE OF TEXAS
COUNTY OF HAYS**

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

21011388 DEED
03/09/2021 03:02:58 PM Total Fees: \$38.00

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



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: December 27, 2016

Grantor: HLP LEHMAN FAMILY LIMITED PARTNERSHIP, a Texas limited partnership; and HAZEL M. LEHMAN, individually and as Trustee of the Lehman Family Trust, a testamentary trust created by the Will of Theodore H. Lehman

Grantor's Mailing Address:

1000 Lehman Road
Kyle, Texas 78640

Grantee: PEGGY LEHMAN JANSEN

Grantee's Mailing Address:

1000 Lehman Road
Kyle, Texas 78640

Consideration: \$10 and other good and valuable consideration

Property (including any improvements): Being 38.9 acres of land, more or less, out of a 41.00 acre tract out of the JOHN STEWART LEAGUE, Abstract No. 14 in Hays County, Texas, described by metes and bounds in Exhibit A, attached hereto, LESS AND EXCEPT 2.09 acres of land described in deed dated June 18, 1999, from Theodore H. Lehman and wife, Hazel M. Lehman to Pedernales Electric Cooperative, Inc., recorded under Clerk's File No. 9915016, Official Public Records of Hays County, Texas.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

HLP LEHMAN FAMILY LIMITED
PARTNERSHIP, a Texas limited partnership

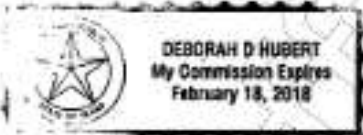
By: HLP LEHMAN, INC., a Texas corporation,
its General Partner

By: Hazel M. Lehman
Hazel M. Lehman, President

Hazel M. Lehman
HAZEL M. LEHMAN, individually and as trustee of
the Lehman Family Trust

STATE OF TEXAS)
COUNTY OF HAYS)

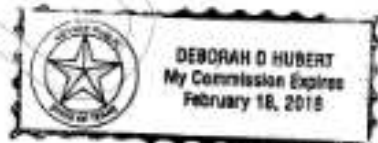
This instrument was acknowledged before me on 12/20/16, 2016, by Hazel M. Lehman, President of HLP LEHMAN, INC., a Texas corporation general partner, on behalf of HLP LEHMAN FAMILY LIMITED PARTNERSHIP, a Texas limited partnership.



Deborah D Hubert
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HAYS)

This instrument was acknowledged before me on 12/20/16, 2016, by HAZEL M. LEHMAN, individually and as trustee of the Lehman Family Trust.



Deborah D Hubert
Notary Public, State of Texas

EXHIBIT "A"

41.00 acre tract out of the JOHN STEWART LEAGUE, Abstract No. 14 in Hays County, Texas, being a portion of that tract of land described as 101-38/56 acres described in deed to Robert E. Lehman, Herbert Lehman and Theodore Lehman by Henry Kuempel by deed dated November 28, 1973, and recorded in Volume 263, Page 795, Hays County Deed Records:

BEGINNING at the West corner of the tract herein described, same being the West corner of the Lehman tract, and being at the intersection of the Southeast line of a County Road with the Northeast line of a second County Road;

THENCE with the Southeast line of the said first County Road, and the Northwest line of the Lehman tract, N 44° 43' E, at about 728 feet passing the approximate center line of a 100 foot L.C.R.A. Power Easement as described by instrument of record in Volume 148, Page 287, Hays County Deed Records, at about 1008 feet passing the approximate center line of a creek, at about 1371 feet passing the approximate centerline of a L.C.R.A. Pipeline Easement as described by instrument of record in Volume 254, Page 276, Hays County Deed Records, and continuing on in all 1755.92 feet to the North corner of the tract herein described, and the North corner of the said Lehman tract;

THENCE leaving the said first County Road, with the Northeast line of the said Lehman tract, the following courses numbered (1) and (2) :

- (1) S 45° 33' E, 668.83 feet;
- (2) S 45° 54' E, 345.34 feet to the East corner of the tract herein described;

THENCE leaving the Northeast line of the said Lehman tract, S 44° 43' W, 1767.76 feet to the South corner of the tract herein described, being on the Northeast line of the aforementioned second County Road;

THENCE with the Northeast line of the said second County Road, N 45° 00' W, 1014.16 feet to the PLACE OF BEGINNING containing 41.00 acres of land.



Exhibit “C”

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

(i) Inspection of water distribution lines or wells as provide by statutes of the State of Texas.

(ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the property, or absent a utility holding a CCN, in whose jurisdiction the Property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the Property owner(s) shall construct the internal water lines and pay the costs of water line extension and necessary facilities to service the Property as required in City ordinances at the time of the request. The Property owner(s) agree the Property in its current state has adequate water service and no capital improvements by the City are required. The Property owner(s) agree as the Property develops and water services are sought from the utility holding the CCN for the Property, that the City ordinances, policies, or agreements between the City and the Property owner(s) shall govern the extension of water services to the Property and the City shall have no obligation to service in another CCN.

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

- (i) Inspection of sewer lines or septic systems as provided by statutes of the State of Texas.
 - (ii) The Property owner(s) shall construct the internal and off-site sewer lines and facilities (the “Sewer System”) and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to the City of Kyle Code of Ordinances, and to the extent not in conflict with the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.
- C. Maintenance of public streets and rights-of-way as appropriate as follows:
- (i) The City will provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:
 - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
 - (B) Routine maintenance as presently performed by the City.
 - (C) The Property owner(s) have specifically agreed that maintenance services will be of little benefit and will not be required or needed on the Property, prior to the Property owner(s), its grantees, successors and assigns completing the construction and dedication of streets to the City in compliance with City subdivision regulations.
 - (ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within the boundaries of the Property if dedicated and accepted, as follows:
 - (A) As provided in C(i)(A)&(B) above;
 - (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
 - (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

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

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

(5) **Term.** If not previously expired under the term set out in state law, this service plan expires at the end of 10 years.

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 9, 2021
Grantor: PEGGY LEHMAN JANSEN
Grantor's Mailing Address: 1000 Lehman Road
Kyle, Texas 78640
Grantee: CTX PARK, LLC, a Texas limited liability company
Grantee's Mailing Address: 740 Willow Ridge Dr.
San Marcos, TX 78666

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of BRADLEY HULLUM, the proceeds of which shall be used, in whole or in part, to acquire the Property identified below. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of BRADLEY HULLUM and by a first-lien deed of trust of even date from Grantee to CHI REECE, trustee.

Property (including any improvements):

1.105 acres out of the John Stewart League, Abstract No. 14 in Hays County, Texas: Same being out of that certain 38.9 acre tract conveyed to Peggy Lehman Jansen in the warranty deed recorded in instrument No. 16043789, Official Public records of Hays County, Texas, and being more particularly described by Metes and Bounds in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Bradley Hullum, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Bradley Hullum and are transferred to Bradley Hullum without recourse against Grantor.

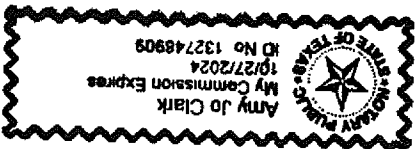
When the context requires, singular nouns and pronouns include the plural.

Peggy Lehman Jansen

PEGGY LEHMAN JANSEN

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on March 9, 2021, by PEGGY LEHMAN JANSEN.



[Signature]

Notary Public, State of Texas
My commission expires: 10/27/2024

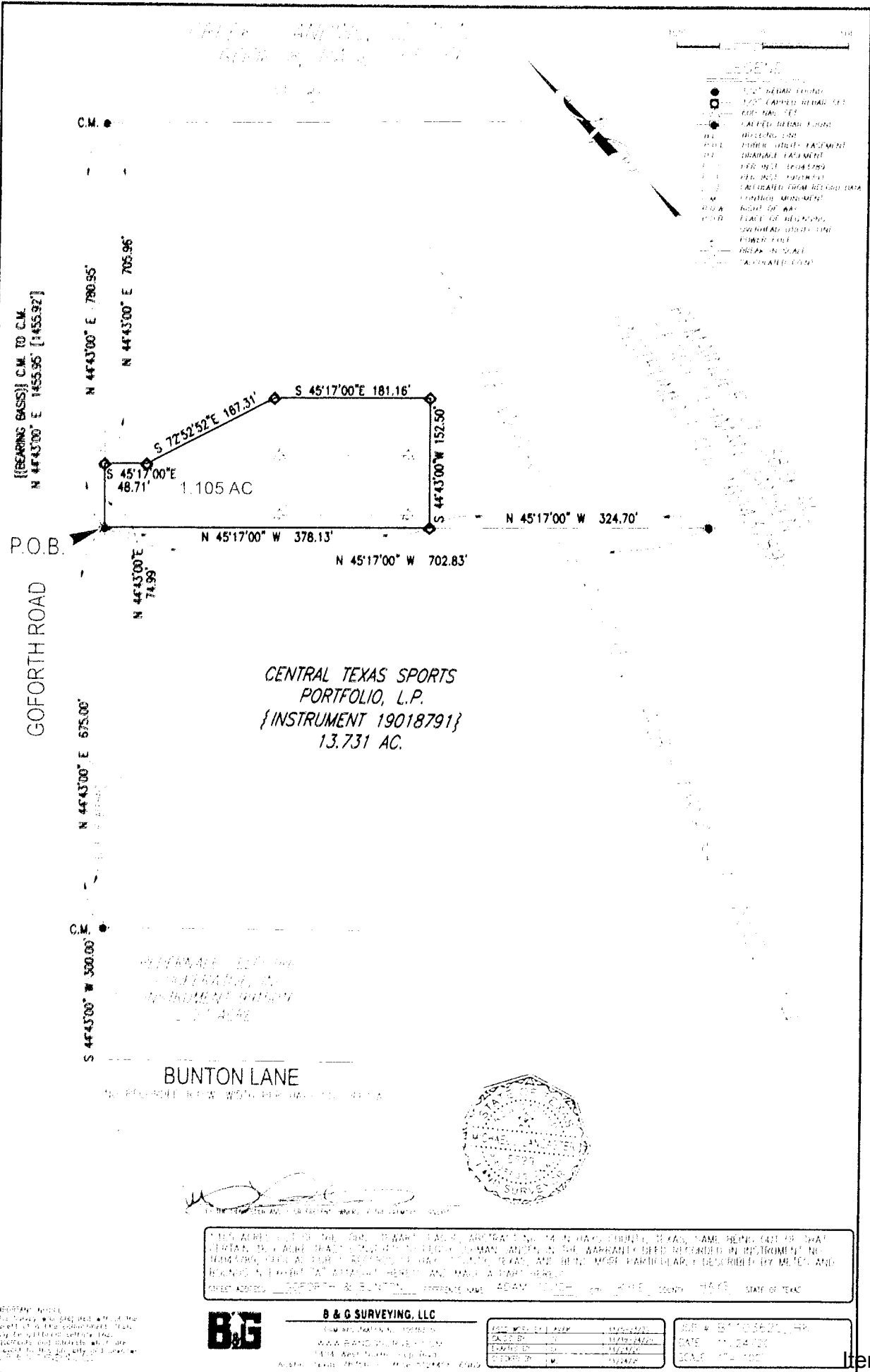


EXHIBIT "A"

LEGAL DESCRIPTION

BEING 1.105 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN STEWART LEAGUE, ABSTRACT No. 14 IN HAYS COUNTY, TEXAS; SAME BEING OUT OF THAT CERTAIN 38.9 ACRE TRACT CONVEYED TO PEGGY LEHMAN JANSEN IN THE WARRANTY DEED RECORDED IN INSTRUMENT No. 16043789 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 1.105 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rebar with cap found in the southeasterly right of way of Goforth Road at the west corner of that certain 13.731 acre tract conveyed to Central Texas Sports Portfolio, L.P. in Special Warranty Deed recorded in instrument No. 19018791, Official Public Records of said County; said 1/2" iron rebar found being the north corner of that certain 2.07 acre tract conveyed to Pedernales Electric Cooperative, Inc. in General Warranty Deed recorded in Instrument No. 9915016, Official Public Records of said County and from which the calculated intersection of the southeasterly right of way line of Goforth Road and the northeasterly right of way line of Barton Lane, said calculated point being the west corner of said Pedernales tract bears: S 44° 43' 00" W a distance of 300.00 feet;

THENCE with the southeasterly right of way line of Goforth Road, N 44° 43' 00" E (Bearing Basis) a distance of 675.00 feet to a 1/2" iron rebar with cap found at the north corner of said Central Texas tract, and from which a 1/2" iron rebar found at the north corner of the aforementioned Jansen tract bears: N 44° 43' 00" E (Bearing Basis) a distance of 780.95 feet; said 1/2" rebar with cap found being the west corner of said 1.105 acre tract and the PLACE OF BEGINNING hereof.

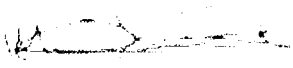

THENCE along the southeast line of said Goforth Road and the northwest line of said Jansen tract, N 44° 43' 00" E a distance of 74.95 feet to a 1/2" iron rebar with B&G Surveying cap set at the north corner of said 1.105 acre tract for the north corner hereof.

THENCE over and across said Jansen tract the following four courses:

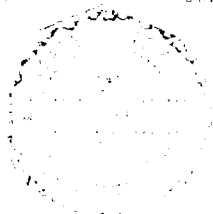
- 1. S 45° 17' 00" E a distance of 48.71 feet to a 1/2" iron rebar with B&G Surveying cap set for an angle point hereof;
- 2. S 72° 52' 52" E a distance of 167.41 feet to a 1/2" iron rebar with B&G Surveying cap set for an angle point hereof;
- 3. S 45° 17' 00" E a distance of 182.16 feet to a 1/2" iron rebar with B&G Surveying cap set at the east corner of said 1.105 acre tract, for the east corner hereof;
- 4. S 44° 43' 00" W a distance of 152.56 feet to a 1/2" iron rebar with B&G Surveying cap set in the northeast line of said Central Texas tract at the south corner of said 1.105 acre tract, for the south corner hereof, from which a 1/2" iron rebar with cap found at the east corner of said Central Texas tract bears: S 45° 17' 00" E a distance of 124.70 feet.

THENCE with the northeast line of said Central Texas tract and the southwest line of said 1.105 acre tract, N 45° 17' 00" W a distance of 378.13 feet to the PLACE OF BEGINNING hereof, containing a calculated map area of 1.105 acres of land, more or less.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SURVEY SKETCH ONLY.

 
Michael J. Lancaster R.F.L.S. 3529 Date

B & G Surveying, L.R.
1404 W. North Loop Blvd
Aurora, Texas 78703
Phone (512) 458-6359
www.bngsurvey.com
Firm Reg. No. 100303-00



**THE STATE OF TEXAS
COUNTY OF HAYS**

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

21011388 DEED
03/09/2021 03:02:58 PM Total Fees: \$38.00

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



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: December 27, 2016

Grantor: HLP LEHMAN FAMILY LIMITED PARTNERSHIP, a Texas limited partnership; and HAZEL M. LEHMAN, individually and as Trustee of the Lehman Family Trust, a testamentary trust created by the Will of Theodore H. Lehman

Grantor's Mailing Address:

1000 Lehman Road
Kyle, Texas 78640

Grantee: PEGGY LEHMAN JANSEN

Grantee's Mailing Address:

1000 Lehman Road
Kyle, Texas 78640

Consideration: \$10 and other good and valuable consideration

Property (including any improvements): Being 38.9 acres of land, more or less, out of a 41.00 acre tract out of the JOHN STEWART LEAGUE, Abstract No. 14 in Hays County, Texas, described by metes and bounds in Exhibit A, attached hereto, LESS AND EXCEPT 2.09 acres of land described in deed dated June 18, 1999, from Theodore H. Lehman and wife, Hazel M. Lehman to Pedernales Electric Cooperative, Inc., recorded under Clerk's File No. 9915016, Official Public Records of Hays County, Texas.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2017, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

HLP LEHMAN FAMILY LIMITED
PARTNERSHIP, a Texas limited partnership

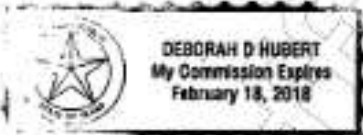
By: HLP LEHMAN, INC., a Texas corporation,
its General Partner

By: Hazel M. Lehman
Hazel M. Lehman, President

Hazel M. Lehman
HAZEL M. LEHMAN, individually and as trustee of
the Lehman Family Trust

STATE OF TEXAS)
COUNTY OF HAYS)

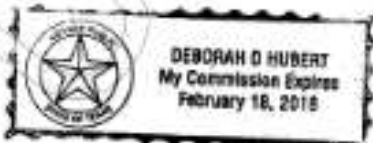
This instrument was acknowledged before me on 12/20/16, 2016, by Hazel M. Lehman, President of HLP LEHMAN, INC., a Texas corporation general partner, on behalf of HLP LEHMAN FAMILY LIMITED PARTNERSHIP, a Texas limited partnership.



Deborah D. Hubert
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HAYS)

This instrument was acknowledged before me on 12/20/16, 2016, by HAZEL M. LEHMAN, individually and as trustee of the Lehman Family Trust.



Deborah D. Hubert
Notary Public, State of Texas

EXHIBIT "A"

41.00 acre tract out of the JOHN STEWART LEAGUE, Abstract No. 14 in Hays County, Texas, being a portion of that tract of land described as 101-38/56 acres described in deed to Robert E. Lehman, Herbert Lehman and Theodore Lehman by Henry Kuempel by deed dated November 28, 1973, and recorded in Volume 263, Page 795, Hays County Deed Records:

BEGINNING at the West corner of the tract herein described, same being the West corner of the Lehman tract, and being at the intersection of the Southeast line of a County Road with the Northeast line of a second County Road;

THENCE with the Southeast line of the said first County Road, and the Northwest line of the Lehman tract, N 44° 43' E, at about 728 feet passing the approximate center line of a 100 foot L.C.R.A. Power Easement as described by instrument of record in Volume 148, Page 287, Hays County Deed Records, at about 1008 feet passing the approximate center line of a creek, at about 1371 feet passing the approximate centerline of a L.C.R.A. Pipeline Easement as described by instrument of record in Volume 254, Page 276, Hays County Deed Records, and continuing on in all 1755.92 feet to the North corner of the tract herein described, and the North corner of the said Lehman tract;

THENCE leaving the said first County Road, with the Northeast line of the said Lehman tract, the following courses numbered (1) and (2) :

- (1) S 45° 33' E, 668.83 feet;
- (2) S 45° 54' E, 345.34 feet to the East corner of the tract herein described;

THENCE leaving the Northeast line of the said Lehman tract, S 44° 43' W, 1767.76 feet to the South corner of the tract herein described, being on the Northeast line of the aforementioned second County Road;

THENCE with the Northeast line of the said second County Road, N 45° 00' W, 1014.16 feet to the PLACE OF BEGINNING containing 41.00 acres of land.



STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.016, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.016, Texas Local Government Code is entered between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

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

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.016, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.016 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

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

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172, Texas Local Government Code;

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

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

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City. A "development document" is an application for a permit or approval that must be filed with a governmental entity that has jurisdiction over the Property in order to develop the Property.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District A (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Agricultural District A zoning regulations shall apply to the Property, and in addition to the uses authorized under Agricultural District A, the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Agricultural District A and applicable building codes and regulations, provided that building permits and related inspections shall only be required for additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building

permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized in Section 2.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), 2(c), or 2(d).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request consent of the Owner and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered to the City by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.016(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. On the date not more than 180 days before the expiration of this Agreement, until the expiration of this Agreement, and at the request of the Owner and/or the City, and upon written consent of both parties, this Agreement may be extended for an additional term of up to fifteen (15) years from the date of expiration of the previous Agreement. Two such extensions may be enacted beyond the original term of this Agreement.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. Any claims regarding the City's ordinances and regulations that govern a project on the Property under Chapter 245 shall be determined as if the Property were located within the City limits and subject to Agricultural District A at the time that the application, plan for development, or plat application (except for those allowed under Section 2) was filed with a regulatory agency. The Owner further waives any and all claims that the Owner may have under Section 43.002(a) that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property

following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement. Notwithstanding the foregoing, the Owner and City agree and acknowledge that any vested rights and claims pertaining to the use and development of the Property as authorized by Section 2 is not modified by this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property or an authorized representative has signed this Agreement and that the Agreement is binding on all owners of the Property.

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

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

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

Peggy Lehman Jansen
PO Box 1778
Kyle, Texas 78640

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

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the

Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

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

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

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

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

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

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

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

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

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

Section 20. Cooperation of Parties; Intent. The Parties shall reasonably cooperate in good faith to give effect to the provisions and intent of this Agreement. The intent of this Agreement is that the Property remain in the City's ETJ until the Property is developed or used for other than for agriculture, wildlife management, or timberland uses, as further defined in Section 2, and that development of the Property or changes in use of the Property, as defined in Section 3, will constitute the Owner's request to be annexed into the city so that the Property will be

annexed into the City.

Entered into this 7 day of August, 2019.

Owner (s)

Peggy Jansen

Printed Name: Peggy Jansen

Printed Name: _____

City of Kyle, Texas

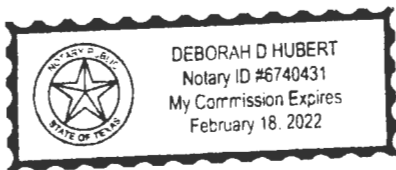
Travis Mitchell
Travis Mitchell, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of August, 2019.

Deborah D Hubert
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2019.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of August, 2019.

Jennifer A. Vetrano
Notary Public - State of Texas

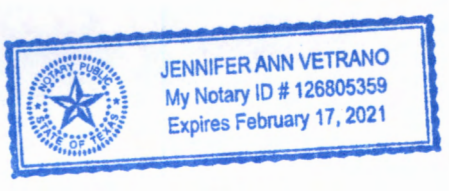
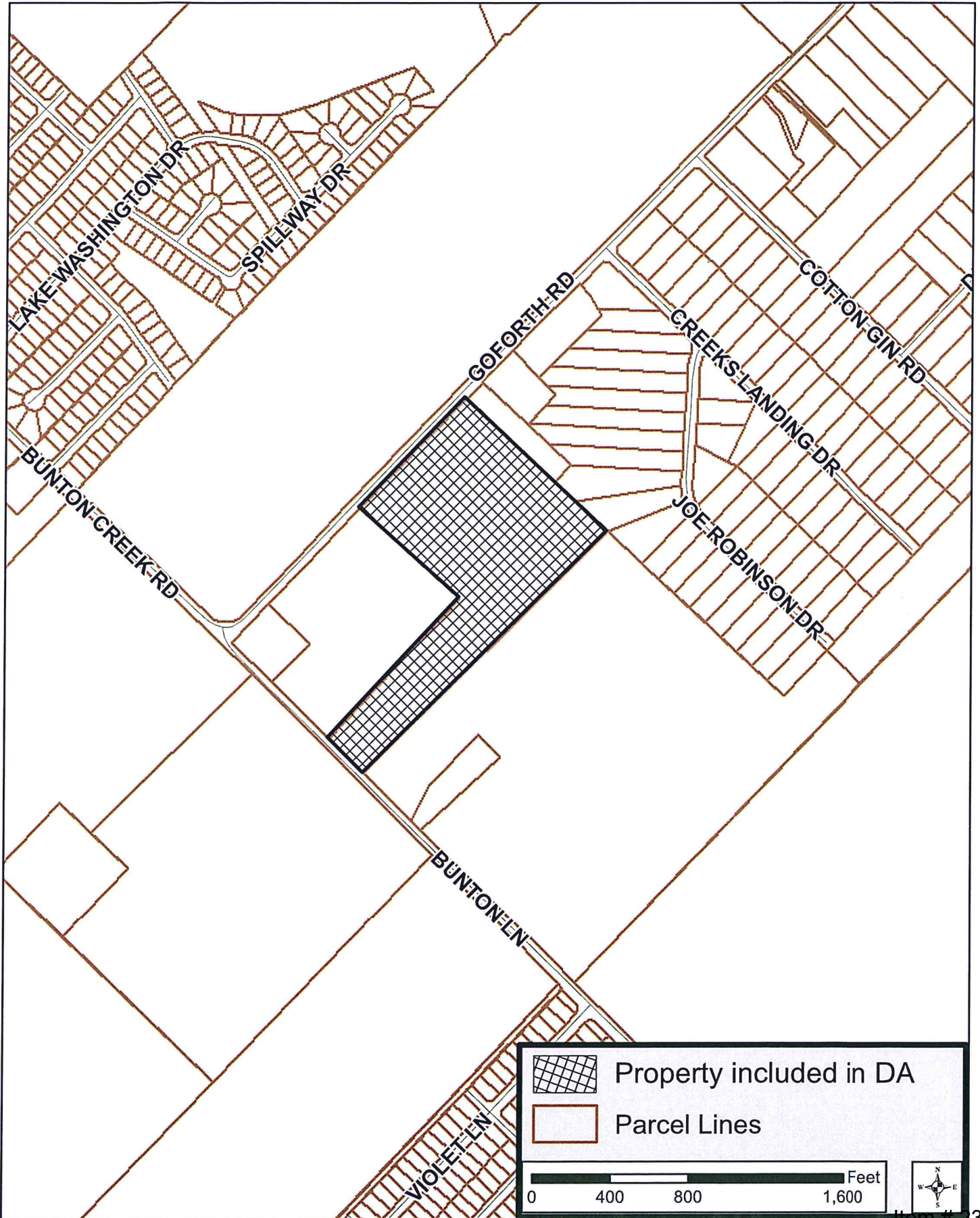


EXHIBIT "A"
Property Location Map

Exhibit A

Jansen Development Agreement
HCAD ID: R11514 Approx. 25.2 Acres



THE STATE OF TEXAS

COUNTY OF HAYS

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

19031781 AGREEMENT

09/09/2019 03:07:57 PM Total Fees: \$62.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

Exhibit "C"

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

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

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

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

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

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

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

NOW, THEREFORE, the City agrees to provide the following municipal services for the Property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

(i) Inspection of water distribution lines or wells as provided by statutes of the State of Texas.

(ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the Property, or absent a utility holding a CCN, in whose jurisdiction the Property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the Property owner(s) shall construct the internal water lines and pay the costs of water line extension and necessary facilities to service the Property as required in City ordinances at the time of the request. The Property owner(s) agree the Property in its current state has adequate water service and no capital improvements by the City are required. The Property owner(s) agree as the Property develops and water services are sought from the utility holding the CCN for the Property that the City's ordinances, policies, or agreements between the City and the Property owner(s) shall govern the extension of water services to the Property and the City shall have no obligation to service in another CCN.

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

(i) Inspection of sewer lines or septic systems as provided by statutes of the State of Texas.

(ii) The Property owner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

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

(i) Provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:

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

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

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

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

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

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

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

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

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

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

(4) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Property or redevelopment, the landowner(s) will be responsible for the development costs the same as a developer or landowner in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Property. The Property owner(s) for itself, its grantees, successors, and assigns agree that no capital improvements are required to service the Property the same as similarly situated properties already within the City.

(5) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

Franchise Search Results**Public Information Report**

As of : 04/27/2021 13:26:22

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

[Obtain a certification](#) for filings with the Secretary of State.

CTX PARK, LLC

Texas Taxpayer Number	32065090550
Mailing Address	2709 LESLIE LN SAN MARCOS, TX 78666-5185
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	10/11/2017
Texas SOS File Number	0802834309
Registered Agent Name	#1 STARZ OVER TEXAS, INC.
Registered Office Street Address	2709 LESLIE LN SAN MARCOS, TX 78666

Close

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: John Stewart League, ABS 14
of lots (if subdivided): # of acres: 1.105
Site APN/Property ID #(s): Portion of R11514
Location: Goforth Rd County: Hays
Development Name: CTX Park

OWNER

Company/Applicant Name: CTX Park, LLC
Authorized Company Representative (if company is owner): Adam Couch
Type of Company and State of Formation: LLC
Title of Authorized Company Representative (if company is owner):
Applicant Address: 740 Willow Ridge Drive, San Marcos, TX 78666
Applicant Fax:
Applicant Phone: 512-913-0579
Applicant/Authorized Company Representative Email: accouch21@yahoo.com

APPLICANT REPRESENTATIVE

Check one of the following:

I will represent the application myself; or

X I hereby designate Andrew Dodson, PE (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the "City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

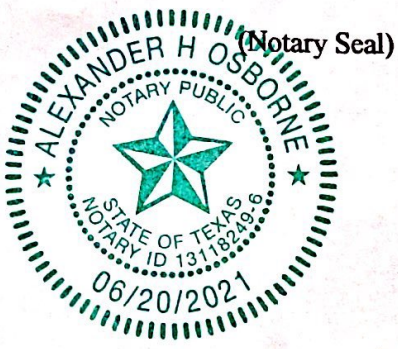
Owner's Signature: [Signature] Date: 3-12-21

State of Texas §
County of Hays §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).

SUBSCRIBED AND SWORN TO before me, this the 12th day of March, 2021

[Signature]
Notary Public's Signature
06-20-2021
My Commission Expires





CITY OF KYLE, TEXAS

Transportation Master Plan Amendment #14

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Consider possible action to amend the Transportation Master Plan ~ *Leon Barba, P.E., City Engineer*

Other Information: The current Transportation Master Plan was adopted by City Council on March 15, 2016. City Council is being to consider approving Amendment #14 which deletes Amendment #4 approved on October 4, 2017.

The transportation plan for this area is under review and new recommendations will be brought back to Council for review and approval when the Transportation Master Plan is updated later this year.

Legal Notes: N/A

Budget Information: N/A

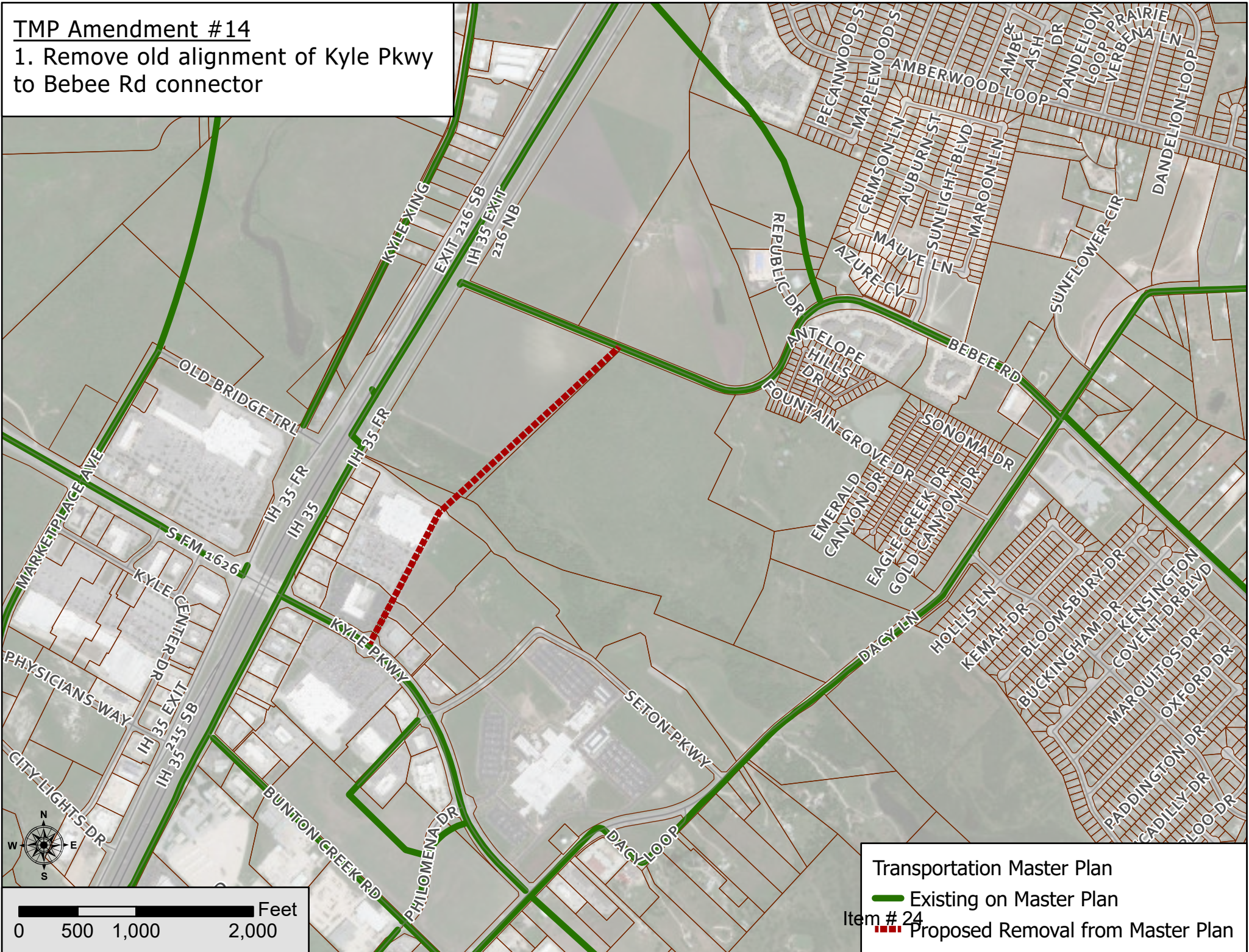
ATTACHMENTS:

Description

- ☐ TMP Amendment #14 Map

TMP Amendment #14

1. Remove old alignment of Kyle Pkwy to Bebee Rd connector



Transportation Master Plan

— Existing on Master Plan

Item # 24

- - - Proposed Removal from Master Plan



CITY OF KYLE, TEXAS

Cadence McShane Construction
Contract for Heroes Memorial Park
\$7,950,000

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a contract with CADENCE MCSHANE CONSTRUCTION COMPANY in an amount not to exceed \$7,950,000.00 for the construction of Heroes Memorial Park. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information: An appropriation of unencumbered available funds totaling approximately \$4.6 million is necessary for this contract award. Staff will bring forward a budget amendment for City Council's approval at its next regular meeting on May 18, 2021.

ATTACHMENTS:

Description

- A101-2017 - HMP Cadence McShane
- Bid Evaluations Compiled

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 4th » day of « May » in the year « 2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Kyle, a Texas home rule municipal corporation »« »
«100 W. Center St. »
«Kyle, TX 78640 »
« »

and the Contractor:
(Name, legal status, address and other information)

«Cadence McShane Construction Company LLC »« »
1221 S. Mopac Expressway, Suite 250
«Austin, TX 78746 »
« »

for the following Project:
(Name, location and detailed description)

«Kyle Heroes Memeorial Park »
«Kohlers Crossing & Kyle Parkway (FM 1626) »
«Kyle, TX 78640 »

The Architect:
(Name, legal status, address and other information)

«Nudge Design »« »
«2051 South Lamar »
«Austin, TX 78704 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, Contractor's proposal, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[] The date of this Agreement.

[] A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:

Commencement shall be the date of a Notice to Proceed

within 5 days of the latter of (i) receipt of building permit, (ii) written notice to proceed by Owner; (iii) recording of first lien by the lender; and (iv) receipt of evidence of funding document from Owner suitable to Contractor. Further, the Contract Time shall not commence if there are any local, state or national stop work orders or other orders issued by governmental authorities which prohibit commencement, and, if necessary, the Contract Time will be adjusted accordingly.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than (273) calendar days from the date of commencement of the Work. The above duration of days includes an allowance of (32) days for weather-related non-working days. If the allowance is exceeded , then a day extension for a day lost will be added to the date of substantial completion as provided in Section 8.3.1 of AIA A201-2017 General Conditions of the Contract for Construction.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<input type="text"/>	<input type="text"/>

§ 3.4 The Owner represents and warrants that it has, or prior to commencement of Work, will secure all necessary accesses, easements, or authorizations, including, but not limited to, those required by applicable government agencies, the property owner and/or owners of property adjoining or otherwise impacted by the Project and/or the performance of the Work.

§3.5 In the event of delay in the Work beyond the reasonable control of the Contractor resulting from 1) the conduct or lack of conduct by the Owner or the Architect or their consultants, representatives, officers, agents or employees; 2) or delay by the Owner in making the site available, in furnishing any items required to be furnished to the Contractor by the Owner pursuant to the Contract Documents ; or 3) the failure of Owner or Architect to timely perform contractual obligations, the Contractor shall be entitled to an extension of time commensurate with such delay and compensation for extra costs of labor, materials and/or equipment, plus job site overhead, and extended home office overhead incurred by reason of such delay, plus profit on those amounts.

§3.6 Owner represents and warrants to Contractor that Owner has not received funds, grants, tax relief or other financial benefits or incentives from any governmental, quasi-governmental or other entities that impose contracting requirements on the Owner as a condition of receiving such financial benefit. Such contracting requirements may include, but are not limited to: minority-owned; women-owned, veteran-owned and/or small business subcontracting requirements or goals; local hiring requirements or goals; payment of Prevailing Wage Rates and/or benefits; certified payments; cost certification and jobsite work hour limitations. Owner agrees to indemnify and hold Contractor harmless from any costs, expenses, fines or penalties imposed upon Contractor because of Contractor’s failure to comply with any such Contracting requirements.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<input type="text"/>	<input type="text"/>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
« »		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
«Contingency Allowance Fund»	\$100,000

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »		

§ 4.5 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «30th» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «15th» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «30» («thirty») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

concrete materials, reinforcing steel, steel framing, lumber, plumbing fixtures, lighting fixtures and mechanical units which are critical to achieving Substantial Completion.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

«WSJ Prime Rate, plus 3 » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

[] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

«Ryan Rosborough»
«AGCM Inc. »
«11503 Jones Maltsberger Rd. # 186 »
« San Antonio, TX 78216»
«rrosborough@agcm.com »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

«Srinath Pai Kasturi, Executive Vice President »
«Cadence McShane Construction Company LLC »
«1221 S. Mopac Expressway, Suite 250 »
«Austin, Texas 78746 »
«SKasturi@cadencemcshane.com »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

«N/A»

- .5 Drawings

Number	Title	Date
«100% Construction Plans»	Kyle Heroes Memorial Park	2/8/21

.6 Specifications

Section	Title	Date	Pages
« Project Manual»	Heroes Memorial Park	2/8/21	

.7 Addenda, if any:

Number	Date	Pages
1	3/16/21	
2	3/26/21	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[] The Sustainability Plan:

Title	Date	Pages
« Division 00 and Division 01 Specifications»	3/03/21	Issued with Request for Proposal

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
«Included Above»			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«Contractor Proposal »

This Agreement entered into as of the day and year first written above.

<< >>

OWNER (Signature)

<< >><< >>

(Printed name and title)

<< >>

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)



PROJECT: City of Kyle Parks Projects

REQUEST FOR COMPETITIVE SEALED PROPOSALS
EVALUATOR'S WORKSHEET COMPILED

DATE: 4/5/2021

EVALUATOR: AGCM, Architect, Owner

CONTRACTORS

Stoddard	Cadence McShane
----------	--------------------

- A. Relevant Company Experience 11 pnts
 - B. Project Management Ability 17 pnts
 - C. Past Performance 27 pnts
 - D. Subcontractors & Suppliers 15 pnts
 - E. Price Proposal-Based on Total Bid 30 pnts
- 100 pnts possible

Heroes Memorial Park

\$9,000,000 \$8,950,000

Evaluator 1

89.52	98.80
--------------	--------------

Evaluator 2

92.02	92.30
--------------	--------------

Evaluator 3

90.52	97.80
--------------	--------------

272.06	288.90
---------------	---------------

Uptown Central Park

\$4,991,210 \$7,200,000

Evaluator 1

95.85	65.80
--------------	--------------

Evaluator 2

92.85	62.80
--------------	--------------

Evaluator 3

90.80	67.80
--------------	--------------

279.50	196.40
---------------	---------------

Combination Bid

\$13,891,210 \$16,150,000

Award HMP to Cadence McShane and UCP to Stoddard

\$13,941,210



CITY OF KYLE, TEXAS

Stoddard Construction Contract Award for Central Park \$4,850,000

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a contract with STODDARD CONSTRUCTION MANAGEMENT, INC., in an amount not to exceed \$4,850,000.00 for the construction of Uptown Central Park and Cultural Trails. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information: An appropriation of unencumbered available funds totaling approximately \$4.6 million is necessary for this contract award. Staff will bring forward a budget amendment for City Council's approval at its next regular meeting on May 18, 2021.

ATTACHMENTS:

Description

- A101-2017 - UCP Stoddard CMI
- Bid Evaluations Compiled

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 4th » day of « May » in the year « 2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Kyle, a Texas home rule municipal corporation »« »
«100 W. Center St. »
«Kyle, TX 78640 »
« »

and the Contractor:
(Name, legal status, address and other information)

«Stoddard Construction Management Inc
461 Rodeo Dr.
«Spring Branch TX 78070 »
« »

for the following Project:
(Name, location and detailed description)

«Uptown Central Park »
«Kyle, TX 78640 »

The Architect:
(Name, legal status, address and other information)

«Lionheart Places »
«1023 Springdale Rd, Bldg. 6 Ste. E »
«Austin, TX 78721 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, Contractor's proposal, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[] The date of this Agreement.

[] A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:

Commencement shall be the date of a Notice to Proceed

within 5 days of the latter of (i) receipt of building permit, (ii) written notice to proceed by Owner; (iii) recording of first lien by the lender; and (iv) receipt of evidence of funding document from Owner suitable to Contractor. Further, the Contract Time shall not commence if there are any local, state or national stop work orders or other orders issued by governmental authorities which prohibit commencement, and, if necessary, the Contract Time will be adjusted accordingly.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[] Not later than (273) calendar days from the date of commencement of the Work.
The above duration of days includes an allowance of (32) days for weather-related non-working days. If the allowance is exceeded , then a day extension for a day lost will be added to the date of substantial completion as provided in Section 8.3.1 of AIA A201-2017 General Conditions of the Contract for Construction.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<input type="text"/>	<input type="text"/>

§ 3.4 The Owner represents and warrants that it has, or prior to commencement of Work, will secure all necessary accesses, easements, or authorizations, including, but not limited to, those required by applicable government agencies, the property owner and/or owners of property adjoining or otherwise impacted by the Project and/or the performance of the Work.

§3.5 In the event of delay in the Work beyond the reasonable control of the Contractor resulting from 1) the conduct or lack of conduct by the Owner or the Architect or their consultants, representatives, officers, agents or employees; 2) or delay by the Owner in making the site available, in furnishing any items required to be furnished to the Contractor by the Owner pursuant to the Contract Documents ; or 3) the failure of Owner or Architect to timely perform contractual obligations, the Contractor shall be entitled to an extension of time commensurate with such delay and compensation for extra costs of labor, materials and/or equipment, plus job site overhead, and extended home office overhead incurred by reason of such delay, plus profit on those amounts.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<input type="text"/>	<input type="text"/>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
« »		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
« Contingency Allowance Fund »	\$100,000

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
« »		

§ 4.5 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «30th» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «15th» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «30» («thirty») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

concrete materials, reinforcing steel, steel framing, lumber, plumbing fixtures, lighting fixtures and mechanical units which are critical to achieving Substantial Completion.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«» % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

«Ryan Rosborough»
«AGCM Inc. »
«11503 Jones Maltsberger Rd. # 186 »
« San Antonio, TX 78216»
«rrosborough@agcm.com »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

«Keith Stoddard»
«Stoddard Construction Management Inc. »
«461 Rodeo Dr.»
«Spring Branch TX 78070»
ks@stoddardcemi.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

«N/A»

- .5 Drawings

Number	Title	Date
«100% Construction Document Sets»	Uptown Central Park	2/5/21

.6 Specifications

Section	Title	Date	Pages
«100% Construction Documentation»	Uptown Central Park	2/5/21	

.7 Addenda, if any:

Number	Date	Pages
1	3/16/21	
2	3/26/21	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[] The Sustainability Plan:

Title	Date	Pages
« Division 00 and Division 01 Specifications»	3/03/21	Issued with Request for Proposal

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
«Included Above»			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«Contractor Proposal »

This Agreement entered into as of the day and year first written above.

<< >>

OWNER (Signature)

<< >><< >>

(Printed name and title)

<< >>

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)

TEL 202 638 2000

PROJECT: City of Kyle Parks Projects

REQUEST FOR COMPETITIVE SEALED PROPOSALS
EVALUATOR'S WORKSHEET COMPILED

DATE: 4/5/2021

EVALUATOR: AGCM, Architect, Owner

CONTRACTORS

Stoddard	Cadence McShane
----------	--------------------

- A. Relevant Company Experience 11 pnts
 - B. Project Management Ability 17 pnts
 - C. Past Performance 27 pnts
 - D. Subcontractors & Suppliers 15 pnts
 - E. Price Proposal-Based on Total Bid 30 pnts
- 100 pnts possible

Heroes Memorial Park

\$9,000,000 \$8,950,000

Evaluator 1

89.52	98.80
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Evaluator 2

92.02	92.30
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Evaluator 3

90.52	97.80
--------------	--------------

272.06	288.90
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Uptown Central Park

\$4,991,210 \$7,200,000

Evaluator 1

95.85	65.80
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Evaluator 2

92.85	62.80
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Evaluator 3

90.80	67.80
--------------	--------------

279.50	196.40
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Combination Bid

\$13,891,210 \$16,150,000

Award HMP to Cadence McShane and UCP to Stoddard

\$13,941,210

CITY OF KYLE, TEXAS



Acceptance of Resolution of TIRZ #2 Board Authorizing the City of Kyle to Issue on its Behalf Certificates of Obligation Bonds Totaling \$5.0 Million for Three Roads in Uptown Plum Creek Development & Related Matters

Meeting Date: 5/4/2021
Date time: 7:00 PM

Subject/Recommendation: Acceptance of the the Resolution of the Board of Kyle Tax Increment Reinvestment Zone Number Two, as passed on April 29, 2021, authorizing the City Council of the City of Kyle to issue on its behalf Certificates of Obligation bonds in an amount not to exceed five million dollars (\$5,000,000.00) for the design and construction of three roads in Uptown Plum Creek development and other related matters and direct the City to prepare a reimbursement agreement between the City and TIRZ #2 for the repayment of debt associated with this bond. ~ *J. Scott Sellers, City Manager*

Other Information: At its regular meeting held on April 29, 2021, the Board of Kyle Tax Increment Reinvestment Zone Number Two passed a Resolution of the Board authorizing the City Council of the City of Kyle to:

1. Issue Certificates of Obligation bonds in an amount not to exceed five million dollars (\$5,000,000.00) for the design and construction of the three roads and other associated infrastructure improvements in Uptown Plum Creek development, and
2. Agree to reimburse the City of Kyle each fiscal year for all principal and interest payments due on the bonds each fiscal year from the property tax revenue increments until the bonds have been fully paid off, and
3. Select and enter into contracts with professional services firms and contractors for the design and construction of the three roads and other associated infrastructure improvements in Uptown Plum Creek development, and
4. Administer, manage, and disburse funds from the said bond proceeds to the selected professional services firms and contractors for expenditures incurred for the design and construction of the three roads and other associated infrastructure improvements in Uptown Plum Creek development, and
5. Authorize the publication of Notice of Intent by the City of Kyle to issue Certificates of Obligation bonds.

The three roads identified for expedited design and construction in Uptown Plum Creek development are as follows:

1. Cromwell Street
2. Heroes Park Drive
3. Cultural Trails Drive

For complete transparency, the following documents are attached for this agenda item:

1. Map showing the three roads to be designed and constructed in Uptown Plum Creek development.

2. Resolution of the Board of of Kyle Tax Increment Reinvestment Zone Number Two.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 3 Roads PC Development
- Board Resolution of TIRZ #2 Authorizing Issuance of Certificates of Obligation Bonds Totaling \$5.0 Million & Related Matters

CONCEPTUAL PLAN



Three streets proposed to be installed by City/TIRZ over the next year

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, KYLE, TEXAS, AUTHORIZING THE CITY OF KYLE TO ISSUE ON ITS BEHALF CERTIFICATES OF OBLIGATION BONDS IN THE AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000.00) FOR THE EXPEDITED DESIGN AND CONSTRUCTION OF THREE (3) ROADS AND OTHER ASSOCIATED INFRASTRUCTURE IMPROVEMENTS IN UPTOWN PLUM CREEK DEVELOPMENT; AUTHORIZE THE CITY OF KYLE TO ADMINISTER, MANAGE, AND DISBURSE SAID BOND FUNDS FOR THE THREE ROADS AND ASSOCIATED IMPROVEMENTS; AGREE TO REIMBURSE THE CITY OF KYLE FOR ALL PRINCIPAL AND INTEREST PAYMENTS DUE ON THE SAID BONDS EACH FISCAL YEAR UNTIL SUCH BONDS ARE FULLY PAID OFF; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS the Board of the Kyle Tax Increment Reinvestment Zone Number Two recognizes and concurs that expediting the design and construction of the three roads and associated infrastructure improvements in the Uptown Plum Creek development will accelerate and stimulate economic development activities in the FM 1626 area as well as in the Kyle city limits, and

WHEREAS the Board of the Kyle Tax Increment Reinvestment Zone Number Two recognizes and concurs that the accelerated economic development activities will result in attracting and drawing major employers and creating good paying jobs for the residents of Kyle, and

WHEREAS the Board of the Kyle Tax Increment Reinvestment Zone Number Two recognizes and concurs that by expediting the design and construction of the three roads and associated infrastructure improvements in the Uptown Plum Creek development will enhance and complement its three major capital improvement projects that are underway within the boundaries of TIRZ #2: Uptown Center Park, Uptown Cultural Trails, and the Heroes Memorial Park, and

WHEREAS the Board of the Kyle Tax Increment Reinvestment Zone Number Two recognizes and concurs should the design and construction of the three roads and associated infrastructure improvements are not expedited and left to the developer's responsibility and timetable, then the accelerated positive economic benefits to the residents, businesses, and the City of Kyle will be significantly delayed with adverse impacts.

WHEREAS the Board of the Kyle Tax Increment Reinvestment Zone Number Two recognizes and accepts full and complete financial responsibility and obligation to fully reimburse the City of Kyle each fiscal year for all principal and interest payments due on the bonds each fiscal year from the property tax revenue increments until the said bonds have been fully paid off.

WHEREAS the Board of the Kyle Tax Increment Reinvestment Zone Number Two during its regularly scheduled meeting held on April 29, 2021, conducted a public hearing to obtain comments and feedback on its intent and plan to authorize the City of Kyle to Certificates of Obligation bonds in an amount not to exceed five million dollars (\$5,000,000.00) for the design and construction of the three roads and other associated infrastructure improvements in Uptown Plum Creek development and to agree to fully reimburse the City of Kyle each fiscal year for all principal and interest payments due on the said bonds each fiscal year from the property tax revenue increments until such bonds have been fully paid off.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, KYLE, HAYS COUNTY, TEXAS, THAT:

Section 1. Findings.

The Board of the Kyle Tax Increment Reinvestment Zone Number Two hereby finds that:

1. Expediting the design and construction of the three roads and associated infrastructure improvements in the Uptown Plum Creek development will accelerate and stimulate economic development activities in the FM 1626 area as well as in the Kyle city limits, and
2. Accelerated economic development activities will result in attracting major employers and creating good paying jobs for the residents of Kyle, and
3. Expedited design and construction of the three roads and associated infrastructure improvements in the Uptown Plum Creek development will enhance and complement its three major capital improvement projects that are underway within the boundaries of TIRZ #2: Uptown Center Park, Uptown Cultural Trails, and the Heroes Memorial Park, and
4. Should the design and construction of the three roads and associated infrastructure improvements be not expedited and left to the developer's responsibility and timetable, then the accelerated positive economic benefits to the residents, businesses, and the City of Kyle will be significantly delayed with adverse impacts.
5. It is the full and complete financial responsibility and obligation of the Board and Kyle Tax Increment Reinvestment Zone Number Two to reimburse the City of Kyle each fiscal year for all principal and interest payments due on the bonds each fiscal year from the property tax revenue increments until the said bonds have been fully paid off.

6. The Board considered any comments, feedback, and recommendations received during the public hearing held on April 29, 2021.
7. The recitals are hereby found to be true and correct and are hereby adopted by the Board of the Kyle Tax Increment Reinvestment Zone Number Two and made a part hereof for all purposes as findings of fact.

Section 2. Three Roads Determined by Board For Expedited construction.

The Board of the Kyle Tax Increment Reinvestment Zone Number Two has determined the following three roads and associated infrastructure improvements in the Uptown Plum Creek development:

1. Cromwell Street
2. Heroes Park Drive
3. Cultural Trails Drive

Section 3. Authorization Granted to City Council of the City of Kyle by the Board.

The Board of the Kyle Tax Increment Reinvestment Zone Number Two hereby authorizes the City Council of the City of Kyle to conduct the following on behalf of the Board and Kyle Tax Increment Reinvestment Zone Number Two:

1. Issue Certificates of Obligation bonds in an amount not to exceed five million dollars (\$5,000,000.00) for the design and construction of the three roads and other associated infrastructure improvements in Uptown Plum Creek development, and
2. Select and enter into contracts with professional services firms and contractors for the design and construction of the three roads and other associated infrastructure improvements in Uptown Plum Creek development, and
3. Administer, manage, and disburse funds from the said bond proceeds to the selected professional services firms and contractors for expenditures incurred for the design and construction of the three roads and other associated infrastructure improvements in Uptown Plum Creek development, and
4. Authorize publication of Notice of Intent by the City of Kyle to issue Certificates of Obligation bonds.

Section 4. Reimbursements to City of Kyle for All Principal and Interest Payments Due on the Contractual Obligation Bonds.

The Board of the Kyle Tax Increment Reinvestment Zone Number Two does hereby fully and completely accept its commitment, responsibility, and financial obligation to the City of Kyle that which is created and established under this Resolution of the Board.

The Board of the Kyle Tax Increment Reinvestment Zone Number Two hereby agrees to fully reimburse the City of Kyle each fiscal year for all principal and interest payments due on the bonds each fiscal year from the property tax revenue increments until the said bonds are fully paid off.

Section 5. Resolution Adoption Authorization.

This Resolution of the Board of the Kyle Tax Increment Reinvestment Zone Number Two is hereby adopted in compliance with the requirements set forth in the rules of order as applicable and granted to the Board under the creation Ordinance.

Section 6. Effective Date.

This Resolution of the Board of the Kyle Tax Increment Reinvestment Zone Number Two, Hays County, Texas shall take effect from and after the date of its passage.

Section 7. 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 the said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

FINALLY PASSED AND APPROVED ON THIS THE 29TH DAY OF APRIL 2021.

BY THE BOARD OF THE KYLE TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO:

Debbie Gonzales Ingalsbe, Chairperson
Kyle Tax Increment Reinvestment Zone Number Two
Hays County, Texas

ATTEST:

Jennifer Holm, City Secretary
City of Kyle, Texas



CITY OF KYLE, TEXAS

Notice of Intent

Meeting Date: 5/4/2021

Date time:7:00 PM

Subject/Recommendation: Consider approving a Resolution directing publication of a Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Central Park Parcel Conveyance

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Consider approving an Amendment Regarding Declaration related to the Conveyance of the Central Park Parcel to the City and Authorize the City Manager to Execute Documents Related to Closing on the Parcel. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Central Park - Site-Specific Declaration
- Central Park - Agreement Regarding Declaration
- DOCS-#359713-v1-RECORDED_Plat-_Park_Parcel

**SITE-SPECIFIC DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
[Central Park]**

STATE OF TEXAS

COUNTY OF HAYS

This *Site-Specific Declaration of Covenants, Restrictions, and Easements [Central Park]* (this "**Declaration**") is made this ____ day of _____, 2021, by **PLUM CREEK DEVELOPMENT PARTNERS, LTD**, a Texas limited partnership and **MOUNTAIN PLUM, LTD.**, a Texas limited partnership, on behalf of itself, its successors and assigns ("**Declarant**").

BACKGROUND STATEMENT

That certain tract of real property described as Lot 1, Block A of the Final Plat of Plum Creek Uptown Central Park, a subdivision located in Hays County, Texas, according to the map or plat recorded as Document No. 21018804 in the Official Public Records of Hays County, Texas ("**Restricted Area**") is adjacent to or in the vicinity of certain real property which Declarant is developing as a master planned community known as Plum Creek ("**Community**"). The land that may be made part of the Community by annexation is described in that certain _____, recorded as Document No. _____ in the Official Public Records of Hays County, Texas, as may be supplemented and amended from time to time (collectively, the "**Community Declaration**").

To provide for the development and use of the Restricted Area in a manner that complements and does not detract from the Community, the City of Kyle, Texas, its affiliates, successors or assigns ("**City**"), as the present owner of the Restricted Area, hereby consents that the Restricted Area shall be subject to the terms, covenants, conditions, easements, and restrictions of this Declaration, as evidenced by its signature as attached hereto.

NOW, THEREFORE, Declarant and the City hereby declares that the Restricted Area shall be owned, conveyed and used subject to the provisions of this Declaration, which shall constitute a covenant running with the title to such property and shall be binding upon all Persons now or hereafter having any right, title, or interest in the Restricted Area, and their heirs, successors, successors-in-title, and assigns. This Declaration, as may be supplemented and amended from time to time, shall inure to the benefit of, and shall be enforceable by Declarant until such time as Declarant or the successors and assigns of Declarant cease to exist; thereafter, this Declaration shall inure to the benefit, of and shall be enforceable by the _____, a Texas nonprofit corporation, its successors and assigns ("**Association**") and, at such time, the Board of the Association ("**Board**") shall have all the rights and powers of the Declarant hereunder.

1. Use and Conduct

1.1. **Land Use Covenants.** The Restricted Area shall expressly NOT be a part of the Community Declaration and, therefore, the holder of record title to all or any portion of the Restricted Area ("**Owner**") shall not be a member of the Association, but the Restricted Area, and any portion thereof, shall be subject to those covenants and restrictions set forth in this Declaration.

1.2. **Plan Approval.** No party shall construct any improvements on the Restricted Area without first submitting the plans and specifications for such improvements (“Plans”) for approval by the Reviewer (as defined herein). All Plans shall be accompanied by such information as to building materials, final appearance, and other related information as is necessary to establish the exterior appearance and basic structural integrity of the improvements. _____ is hereby designated as the officer of the Declarant or the Board, as applicable, authorized to approve the Plans, who shall act as the Reviewer as set forth under *Article 2*.

1.3. **Municipal Park Use.** The Restricted Area shall be used solely for a public municipal park (“Park”) and for no other purpose, unless otherwise approved by the Declarant.

1.4. **Restricted Activities and Uses.** The following activities and uses are prohibited within the Restricted Area unless expressly authorized by the Declarant, and then subject to such conditions as may be imposed by the Declarant. Declarant shall have the right to determine if any activities or uses violate this *Section 1.4* in Declarant’s reasonable discretion:

- (a) “adult entertainment uses”, which term shall mean and refer to any theater, establishment, equipment or system which: (A) shows, previews, sells, rents, distributes, displays, depicts or promotes in any way “adult” movies, films, motion pictures, videos, television shows, cable media, magazines, books or other medium, media or electronic experience (whether now or hereafter developed); or (B) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise (provided that nothing herein is intended to require the blocking of access to the same from any personal computer or internet access point or any future technological equivalent). For the purposes of the foregoing, the term “adult” shall mean and refer to any material that is (i) obscene or pornographic as determined by Declarant in its discretion, or (ii) rated X or NC-17 or its equivalent by the movie production industry (or any successor rating established by the movie production industry);
- (b) the sale of illicit drugs or paraphernalia for use of illicit drugs;
- (c) gambling for money facility or operation, including, but not limited to off track or sports betting parlor, table games such as black jack, poker, slot machines, video poker/black jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, the prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such activities are incidental to the public use of the Park, or to activities which might be associated with gambling but whereby no money changes hands;

1.5. **Nuisances.** No unsightly article, building, condition, or any other item or condition creating a nuisance or otherwise in violation of law shall be permitted to exist or remain on or within the Restricted Area. The Owner and its employees, agents, visitors, guests, and licensees shall refrain from any conduct, actions, or use of any devices that would distract from the quality of the Park. The following activities are expressly prohibited within the Restricted Area:

- (a) except when using a Grill (as defined herein), the burning of materials where the smoke will cross the Park;

- (b) permitting or failing to keep dogs or other pets on a leash when not using the Dog Park (as defined herein);
- (c) failing to clean up after any dog or other pet;
- (d) failing to restrain dogs and other pets from interfering with other visitors to the park, including but not limited to loud barking and roaming;
- (e) the unauthorized use of any improvements located on the Restricted Area.
- (f) the parking or storage of motor vehicles or motorcycles on the Restricted Area for more than twenty-four (24) hours;
- (g) the storage of materials or equipment except as permitted in the Plans;
- (h) the staging of construction work except as permitted in the Plans;
- (i) the storage of hazardous or toxic materials except as permitted in the Plans and in compliance with all applicable laws;
- (j) the use or placement of underground storage tanks;
- (k) other than reasonable ambient music and related noise associated with outdoor use, the use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device that is audible to owners or occupants of other parts of the Community, except for sounds arising in connection with alarm devices used exclusively for security purposes;
- (l) the use, enjoyment, and occupancy of the Restricted Area in a manner that causes or produces any effects that are discernible by or affect the owners or occupants of other parts of the Community by their volume, duration, pounding beat, frequency or shrillness, vibration, or light;
- (m) the use of laser pointers, spotlights, or drones or other unmanned aerial vehicles or equipment or activity;
- (n) the use of devices that unreasonably interfere with television or radio reception;
- (o) the sleeping or camping overnight in the Park and the use of tents for such activity; or,
- (p) the discharge of firecrackers and other fireworks except in connection with fireworks, laser shows, or similar displays under a license or permit issued for that purpose and approved in advance by the Declarant.

1.6. **Parking.** Parking shall be permitted along the streets adjacent to the Park. The Owner shall also provide a sufficient number parking spaces for use by visitors to the Park. Neither the Owner, nor its agents, representatives, or employees, nor any visitors to the Park shall be permitted to park vehicles within any other part of the Community.

1.7. **Dog Park.** The dog park located within the Restricted Area (“**Dog Park**”) shall be constructed, installed, used, maintained, or replaced in accordance to the following requirements:

- (a) The following rules must be prominently displayed at each entrance of the Dog Park:
 1. Owners/handlers must clean up after their dogs and deposit waste into a trash can.
 2. Owners and visitors shall use the dog park at their own risk.
 3. Owners are legally responsible for the behavior of their dog(s) at all times.
 4. Dogs must be leashed while entering and exiting the dog park.
 5. Dogs must be within sight and sound control of their owners or handlers at all times.
 6. Dogs in heat are not permitted in off-leash areas.
 7. No person shall be permitted to bring a known dangerous or aggressive dog to the dog park.
 8. Dogs that show signs of aggression must be removed immediately.

9. Parents/guardians are strongly discouraged from bringing children under 12 years of age into the off-leash dog park. Any person who brings a child under 12 years of age into an off-leash dog park shall keep the child under strict supervision.
 10. All dogs must have tags showing that they are currently vaccinated for rabies, distemper, and kennel cough.
 11. Puppies are not allowed in the dog park.
 12. Glass bottles are not permitted within the dog park.
- (b) There shall be no fewer than _____ trash receptacles (“**Trash Receptables**”) located adjacent to the Dog Park. The Trash Receptables shall be emptied at least once every week.
 - (c) There shall be at least one (1) dog waste bag dispenser (“**Dog Bag Dispenser**”) located at each entrance of the Dog Park and two (2) Dog Bag Dispensers within the enclosed Dog Park area. The Dog Bag Dispensers shall be refilled at least once every week.
 - (d) A fence at least four (4) feet high shall be constructed around the perimeter of the Dog Park. The gate allowing entry and exiting from the Dog Park shall be double gated.
- 1.8. **Playground.** The playground located within the Restricted Area (“**Playground**”) shall be constructed, installed, used, maintained, or replaced in accordance to the following requirements:
- (a) The Owner, its employees, occupants, and visitors must comply with the following rules and such rules must be prominently displayed at the Playground:
 1. Visitors shall use the playground equipment at their own risk.
 2. Children must be accompanied by an adult at all times.
 3. Alcohol, tobacco products, glass, and bottles are not allowed within the Playground area.
 4. No littering; all garbage and other waste must be disposed of using the receptacles provided.
 5. No jumping off the slide.
 6. No rough play, fighting, foul language, or reckless behavior permitted.
 7. No unauthorized use of any of the playground equipment.
 8. All pets must remain leashed. Pets that show signs of aggression must be removed immediately.
 - (b) There shall be no fewer than two (2) Trash Receptables located adjacent to the Playground. The Trash Receptables shall be emptied at least once every week.
 - (c) There shall be at least two (2) Dog Bag Dispensers located in the immediate vicinity of the Playground. The Dog Bag Dispensers shall be refilled at least once every week.
 - (d) A fence at least _____ (_____) feet high shall be constructed around the perimeter of the Playground.
 - (e) All Playground equipment shall meet the following requirements:

1. All Playground equipment shall be high quality, IPEMA-certified commercial playground equipment. The Playground equipment must satisfy the ASTM F1487-17 standard consumer safety performance specifications for playground equipment for public use, as applicable, as well as any applicable recommendations made by the United States Consumer Product Safety Commission for public playgrounds in the "Public Playground Safety Handbook", as such may be amended from time to time.
 2. The construction, installation, use, maintenance, and replacement of all Playground equipment must satisfy all applicable law.
 3. All surfacing material underneath the Playground equipment shall be at least twelve (12) inch deep and be composed of engineered wood fiber or a comparable shock-absorbing material. Concrete, black top, packed earth, and grass are prohibited for use as surfacing material. All surfacing material shall extend at least six (6) feet in all directions from the Playground equipment. For swings, the surfacing material shall extend the distance of twice the height of the suspending bar, both in back and in front of the swing.
 4. Playground equipment that is more than thirty (30) inches in height shall be spaced at least nine (9) feet apart.
 5. Elevated surfaces such as platforms and ramps shall include guardrails.
 6. Playground equipment shall not have open "s" hooks, protruding bolt ends, or sharp points or edges.
 7. The Playground equipment shall have no openings that measure between 3.5 to 9 inches.
- (f) The following Playground equipment is not permitted within the Restricted Area: trampolines, swinging gates, giant strides, climbing ropes that are not secured at both ends, heavy metal swings, multiple occupancy swings, rope swings, and swinging dual exercise rings and trapeze bars.
- 1.9. **Water Park.** The interactive water feature located within the Restricted Area ("**Water Park**") shall be constructed, installed, used, maintained, and replaced in accordance to the following requirements:
- (a) The Owner, its employees, occupants, and visitors must comply with the following rules and such rules must be prominently displayed at each entrance of the Water Park:
 1. Do not drink the water.
 2. Visitors shall use the Water Park at their own risk.
 3. Glass bottles are not permitted within the Water Park.
 4. No rough play, fighting, foul language, or reckless behavior is allowed within the Water Park.
 5. Visitors shall not sit on or near fountain jets.
 6. Visitors with diarrhea are not permitted to use the Water Park.

7. Visitors with unbandaged open cuts or wounds are not permitted to use the Water Park.
 8. No pets are allowed within the Water Park.
 9. No bikes, balls, or other toys are allowed within the Water Park.
 10. No food, gum, drinks, or smoking are allowed within the Water Park.
 11. Adults must be accompanied by a child age fourteen or under.
 12. Access for adults may be restricted for safety.
 13. No littering; all garbage and other waste must be disposed of using the receptacles provided.
 14. Visitors must clean up after themselves and deposit any waste into a trash can.
- (b) The spray grounds in the Water Park shall be installed with UV generators to address the threat of water-borne illness. All water used in the Water Park shall continually filtered, chlorinated, and UV-treated.
- (c) The spray grounds in the Water Park shall be inspected and the water tested for acceptable chlorine levels and the absence of bacterial growth and contamination at least three (3) times daily. If bacterial growth or contamination is found in the water or the spray grounds, the Owner shall immediately close, clean, and treat all improvements and the water within the Water Park.
- (d) There shall be no fewer than _____ Trash Receptables located adjacent to the Water Park. The Trash Receptables shall be emptied at least once every week.
- (e) The Water Park shall be closed during inclement weather.

1.10. **BBQ Grills and Hot Coal Bin.** Any bar-b-que grill (“Grill”) or hot coal bin (“Coal Bin”) located within the Restricted Area shall be constructed, installed, used, maintained, and replaced in accordance to the following requirements:

- (a) The Owner, its employees, occupants, and visitors must comply with the following rules and such rules must be prominently displayed adjacent to the Grills and Coal Bins:
1. Visitors shall use the Grill and the Coal Bin at their own risk.
 2. Cooking is permitted only in designated areas.
 3. The fire on all coals must be extinguish with water and the cold coals disposed of in the Coal Bin before leaving the premises.
 4. Coals shall not be deposited in trash containers.
 5. The Grill and the Coal Bin may not be used during “burn ban” periods, during periods of high wind, or during periods of inclement weather.
 6. The Grill shall be cleaned and scraped after each use.
 7. A lit Grill shall not be left unattended.
 8. Gasoline shall not be used to light any charcoal coals. Charcoal lighting fluid should not be used on an open flame.
 9. The use of combustibles near a Grill or a Coal Bin is prohibited.
 10. Persons under the age of eighteen (18) years shall not use a Grill or a Coal Bin without adult supervision.
 11. No rough play, fighting, or reckless behavior is permitted near a Grill or a Coal Bin.

12. No littering; all garbage and other waste must be disposed of using the receptacles provided. The disposing of trash in a Grill or a Coal Bin is prohibited.
 13. Visitors must clean up after themselves and deposit any waste into a trash can.
 14. Personal grills are not permitted within the Park.
- (b) Use of a Grill and/or Coal Bin is prohibited during “burn ban” periods, during periods of high wind, and during periods of inclement weather.
 - (c) All Grills and Coal Bins must be regularly inspected for cracks and damage and replaced if necessary.
 - (d) A fire extinguisher or garden hose connected to working supply of water shall be located near each Grill or Coal Bin in case of fire.
 - (e) The Grill and the Coal Bin shall be located at least ten (10) feet away from any other improvement within the Restricted Area.
 - (f) “No Trash Permitted” shall be prominently displayed on or in front of each Grill and Coal Bin.

1.11. **Trash Containers.** All trash must be placed entirely within Trash Receptacles located within the Restricted Area, which Trash Receptacles must be approved as to location and design by the Reviewer. Trash may not be placed outside, next to, or on top of the Trash Receptacle. Unless otherwise approved by the Reviewer, Trash Receptacles are to be closed at all times when not in use.

1.12. **Outside Burning.** Except when using a Grill, exterior fires on the Restricted Area are prohibited and the Owner shall not permit any condition to exist upon the Restricted Area which creates a fire hazard or violates applicable law.

1.13. **Exterior Illumination.** All exterior illumination must be approved in advance and in writing by the Reviewer and shall be designed and located to avoid the spreading of light onto adjacent property.

1.14. **Screening.** Unless otherwise approved in advance and in writing by the Reviewer, exterior components of plumbing, storage areas, air conditioning and heating equipment, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), Trash Receptacles, and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. Unless otherwise approved in advance and in writing by the Reviewer, no lumber, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Restricted Area, except within enclosed structures, or appropriately screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the Reviewer.

2. Maintenance and Insurance; Repair and Reconstruction

2.1. **Architecture and Landscaping.** The design, architectural, and landscaping standards for the construction or installation of Improvements within the Restricted Area are set forth in the Uptown District Design Standards & Guidelines attached hereto and incorporated herewith as **Exhibit “A”**, as may

be amended and supplemented (“**Commercial Design Guidelines**”). All Plans for Improvements within the Restricted Area must comply with the requirements of the Plans, the Commercial Design Guidelines, and the following restrictions:

(a) Until such time that the Declarant no longer owns any property under the Community Declaration (“**Development Period**”), no building or other improvements, including, but not limited to, parking areas, setbacks, fences, signage, outside refuse containers or storage tanks, mechanical equipment, utility improvements, antennae and satellite dishes, landscaping, irrigation, or stormwater control and lighting, shall be constructed or installed on or within the Restricted Area, and no changes or alterations shall be made to any building or other improvement until the Plans thereof have been submitted to and approved in writing by the Declarant or its designee. After expiration or termination of the Development Period, or in the event Declarant or the Board earlier delegates its architectural review authority, any such construction, installation, or alterations shall be subject to the prior review and approval of the particular architectural control committee (“**ACC**”) established pursuant to the Community Declaration, except that the ACC shall not unreasonably withhold its approval or impose unreasonable conditions on granting of such approval to any requested modification that is consistent with and does not materially alter the overall appearance of the originally approved improvements on the Restricted Area. The entity having reviewing authority hereunder at any given time is hereinafter referred to in this Declaration as the “**Reviewer**”.

(b) Any building constructed on the Restricted Area shall be designed by and built in accordance with the plans and specifications of a licensed architect or building designer.

(c) All improvements and other construction shall conform with the Plum Creek P.U.D. Master Plan.

(d) The Reviewer may establish and charge reasonable fees for its review of applications or Plans and may require that such fees be paid in advance. Such fees may include the reasonable costs incurred in having any applications or Plans reviewed by architects, engineers, or other professionals and the reasonable fee charged by any architect or other outside professional selected to serve on the ACC.

2.2. **Maintenance of Restricted Area.** An Owner shall maintain the Restricted Area, including, but not limited to, all structures, landscaping, signage, buildings, and other improvements located on the Restricted Area, in a neat, sanitary, clean, and attractive condition, and in good order and repair, in a manner consistent with this Declaration and any other applicable covenants. Such maintenance shall include, without limitation:

(a) the maintenance and care of all exterior surfaces and roofs of buildings, structures, signage, and other improvements on the Restricted Area, including pressure washing and painting as reasonably needed to maintain a high-class development;

(b) mowing of lawns and pruning of shrubs as reasonably needed to maintain an appearance typical of a high-class development; application of fertilizer and weed killers to landscaped areas and removal of weeds and evasive plant material as reasonably needed to maintain an appearance typical of a high-class development; and removal and replacement of dead or diseased plant material within a reasonable period of time after it becomes noticeably diseased or dies;

(c) removal of leaves, trash, litter, trash, refuse, construction debris and wastes, and other debris from exterior portions of the Restricted Area and rights-of-way adjacent to the Restricted

Area controller by Owned as reasonably needed to maintain an appearance typical of a high-class development;

(d) striping, sealing, and resurfacing of all paved areas as needed to maintain such areas in good repair, free of significant cracks and potholes; and,

(e) the prompt repair or replacement of damaged lighting, signage, and other structures on or within the Restricted Area.

The Owner shall be responsible for performing any repair and replacement necessary to maintain the Restricted Area to a level consistent with this *Section 2.2*. An Owner shall not allow any improvements on the Restricted Area to become rusty, dilapidated, or fall into disrepair. In the event that the Owner does not maintain the Restricted Area and all improvements thereon pursuant to this section or in the event that, in its discretion, the Declarant or the Association must supplement the Owner's maintenance within the Restricted Area to meet the requirements of this Section, then the Declarant or the Association shall have the right to perform such maintenance at the expense of the Owner and the Owner shall be required, pursuant to *Section 3.1*, to reimburse any reasonable expenses incurred by the Declarant or the Association, as applicable, to perform such maintenance.

2.3. **Obligation to Insure; Repair and Reconstruction.** The Owner will obtain commercial general liability insurance, worker's compensation and employer's liability insurance, business automobile liability insurance, and property insurance satisfying those requirements set forth in **Exhibit "B"**. The Declarant and the Association shall be named as an additional insured on all of Owner's liability insurance policies maintained with respect to the Restricted Area and each policy shall be endorsed to provide Declarant and the Association with at least thirty (30) days advance written notice of cancellation or material change. Upon request, the Owner shall provide the Declarant and the Association certificates of insurance to evidence of its compliance with these requirements. The insurance required to be maintained by the Owner shall be maintained with financially responsible insurance carriers licensed to do business in the State of Texas. In the event of damage or destruction to any portion of the improvements on the Restricted Area, an Owner shall work diligently to repair or reconstruct the damaged improvements within a commercially reasonable period and in a manner consistent with the original construction or such other Plans approved in accordance with *Article 2*. For any period prior to commencement of reconstruction of a structure on the Restricted Area, an Owner shall act diligently and in a commercially reasonable manner to clear the Restricted Area of debris and maintain it in a neat and attractive, landscaped condition consistent with this Declaration. An Owner shall pay any costs insurance proceeds do not cover.

2.4. **Mechanic's Liens.** If because of any act or omission (or alleged act or omission) of any party hereto or of such party's employees, agents, contractors or subcontractors, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against the other party and/or any portion of the units and/or common elements of the other party (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), such party shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after such party's receipt of notice of the filing thereof. If such party fails to comply with the foregoing provisions, the other party shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and the party failing to comply with the foregoing provisions agrees to reimburse the other party for all costs, expenses and other sums of money in connection therewith with interest thereon, promptly upon demand.

3. Enforcement; No Waiver; Self-Help.

3.1. The Declarant and the Board shall have the right to enforce all of the provisions of this Declaration and such right of enforcement shall include both damage and injunctive relief against the breach of any provision hereof; provided, however, that in no event shall the Declarant of the Association, and each such entity's partners, beneficial owners, officers, directors, employees, representatives and agents, be liable for any consequential, special, exemplary or punitive damages resulting from a breach by Owner of any provision hereunder. If any Owner fails to perform or comply with any term, condition or obligation of this Declaration, and such failure continues for thirty (30) days after receipt of written notice from the Declarant or the Association (or such longer period as may be reasonable under the circumstances if the failure cannot be cured within thirty (30) days and the Owner failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the Owner failing to perform shall be in breach of this Declaration. Upon such breach, the Declarant or the Board will give the violating Owner at least five (5) days' notice of its intent to exercise self-help, except in case of emergency (an emergency for the purpose of this *Section 3.1* shall mean any violation which may damage all or any portion of the Restriction Area or its improvements located therein or thereon, or cause physical injury to any person). The costs of curing or abating a breach are the expense of the Owner or other person responsible for the breach and the Owner shall be responsible for refunding the Declarant's or the Association's expenses within thirty (30) days that Owner receives notice of same. Notwithstanding the foregoing, no party shall have the right to alter or demolish any improvement within the Restricted Area without judicial proceedings. The Declarant and the Association has the right to enter any portion of the Restricted Area to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates this Declaration. In exercising this right, such party is not trespassing and is not liable for damages related to the cure or abatement or removal. Nothing contained in this Section shall create any obligation on the part of the Declarant or the Association to exercise the rights granted herein or perform another Owner's obligations. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration. No breach shall entitle Owner to terminate this Declaration.

4. Easements.

4.1. Declarant, the Association, and each such entity's successors and assigns, shall have a perpetual non-exclusive right, privilege and easement, but not the obligation, to enter upon any portion of the Restricted Area for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with, and to enforce this Declaration. Such right may be exercised by Declarant's or the Association's duly authorized agents and assigns, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant(s) of the Restricted Area.

4.2. Declarant, the Association, and each entity's successors and assigns, shall have a perpetual non-exclusive right, privilege and easement to enter upon any portion of the Restricted Area for access and construction as may be reasonably necessary in connection with the installation, construction, maintenance, repair, replacement, or operation of infrastructure and public utilities, as contemplated hereby. The foregoing access and construction easement and rights shall be exercised in a reasonable manner; provided, however, such construction shall be at times and in a manner to cause the least disruption to operating businesses on the Restricted Area.

4.3. The Owner shall reasonably cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Community; provided, however, that the Owner shall not be obligated to grant any such easement to the extent it would materially and adversely affect the intended development and use of the Restricted Area by the Owner.

5. Miscellaneous.

5.1. **Term.**

(a) Subject to amendment or termination as provided herein, this Declaration shall remain in effect and shall be enforceable by Declarant and the Association, and each entity's successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Official Public Records of Hays County, Texas ("**Public Records**") and, thereafter, shall automatically be renewed for successive periods of ten (10) years each so long as the Community Declaration remains in effect. Notwithstanding the foregoing, if the Restricted Area becomes subject to the Community Declaration, then this Declaration shall automatically terminate and be of no further force and effect and, thereafter, use and development of the Restricted Area shall be subject to the terms of the Community Declaration and the other governing documents referenced therein.

(b) If any provision of this Declaration would be unlawful, void or voidable by reason of any Texas law prohibiting covenants from extending more than twenty-one (21) years beyond the death of a person identified in such covenant who is living at the time such covenant is made, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the initial recording of this Declaration in the Public Records, descendants of Elizabeth II, Queen of England.

5.2. **Amendment.** This Declaration may be amended only by written instrument signed by Declarant until expiration or termination of the Development Period (as such term is defined under the Community Declaration) and by the Owner. After the end of the Development Period (as such term is defined under the Community Declaration), this Declaration may be amended only by written instrument signed by Association and the Owner.

5.3. **Notices.** Any notice permitted or required to be given by this Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by applicable law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Declarant, its successors and assigns, as applicable, for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Declarant, its successors and assigns, as applicable.

5.4. **Construction and Interpretation.** The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular. All captions and titles used in

this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Hays County, Texas.

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,

a Texas limited partnership

By: PCDP General Partner, LLC, a Texas limited liability company, its General Partner

By: _____
Richard B. Negley, Manager

By: _____
Thomas Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company

By: _____
Name: Laura Negley Gill
Title: Manager

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Richard B. Negley, Manager of PCDP General Partner, LLC, a Texas limited liability company, General Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(seal)

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Thomas Smith, Manager of PCDP General Partner, LLC, a Texas limited liability company, General Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(seal)

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Laura Negley Gill, Manager of MountainCityLand, LLC, a Texas limited liability company, Manager of PCDP General Partner, LLC, a Texas limited liability company, General Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited liability companies and limited partnership.

(seal)

Notary Public, State of Texas

DECLARANT:

MOUNTAIN PLUM, LTD., a Texas limited partnership

By: MP General, L.L.C., a Texas limited liability company,
its General Partner

By: _____
Richard B. Negley, Manager

By: _____
Thomas Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company, its manager

By: _____
Name: Laura Negley Gill
Title: Manager

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:

CITY:

The City of Kyle, Texas

By: _____

Name: _____

Title: _____

Date: _____

Address: 100 West Center Street
Kyle, Texas 78641

STATE OF TEXAS §

§

COUNTY OF Hays §

This instrument was acknowledged before me on the ___ day of _____, 2021, by
_____, _____ of _____, a
_____, on behalf of said _____.

Notary Public in and for the
State of Texas

CONSENT OF ASSOCIATION

The undersigned executes this Declaration to evidence its consent to the covenants, restrictions, easements, terms, and conditions as set forth herein.

_____,
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, _____ of _____, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(seal)

Notary Public, State of Texas

Exhibit A

Commercial Design Guidelines

Exhibit B

Insurance Requirements

AGREEMENT REGARDING DECLARATION

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

This Agreement Regarding Declaration (this “**Agreement**”) is hereby made and entered into the _____ day of _____, 2020 (the “**Effective Date**”), by and between **MOUNTAIN PLUM, LTD.**, a Texas limited partnership (“**Seller**”), and _____, a _____ (“**Owner**”).

W I T N E S S E T H:

WHEREAS, Seller has this day conveyed to Owner by Special Warranty Deed certain real property situated in Hays County, Texas, being more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the “**Property**”);

WHEREAS, the Property is subject to that certain Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District recorded in Volume 3339, Page 197, Official Public Records, Hays County, Texas, as amended by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District recorded in Volume 5233, Page 109, Official Public Records, Hays County, Texas and that certain First Amendment to Declarations of Covenants, Conditions and Restrictions for Plum Creek Uptown District, recorded in Volume 5233, Page 124, Official Public Records, Hays County, Texas (collectively, the “**Uptown Declaration**”);

WHEREAS, Seller intends to request that the owners of the property currently encumbered by the Uptown Declaration amend and restate the Uptown Declaration (the “**Uptown Declaration Amendment**”) to withdraw certain property from the Uptown Declaration (which such withdrawn property shall include but not be limited to the Property); and

WHEREAS, Owner has agreed to cooperate with Seller in its efforts to effect such Uptown Declaration Amendment, as set forth herein, and has further agreed that the Property shall be made subject to the Site-Specific Declaration, as defined herein, by the recording against the Property of the Site-Specific Declaration in the Public Records, as more fully set forth below.

NOW THEREFORE, incorporating the above recitals and for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereby agree as follows:

1. **Uptown Declaration Amendment.** Owner agrees to reasonably cooperate with Seller’s efforts to withdraw the Property from the Uptown Declaration and to consent to and execute the Uptown Declaration Amendment. Seller is hereby irrevocably appointed and authorized as the agent and attorney-in-fact of Owner to complete or undertake any action required of Owner under this paragraph 1 in the name of Owner in the event Owner fails to do the same within seven (7) days after the delivery of a written request from Seller to Owner.

2. **Site-Specific Declaration.** Owner agrees that the Property shall be made subject to the *Site-Specific Declaration of Covenants, Restrictions, and Easements [Central Park]* in substantially the same form as the form attached hereto and made a part hereof as **Exhibit B** (the “**Site-Specific Declaration**”). In the event that the Uptown Declaration is not amended and restated pursuant to the Uptown Declaration Amendment, then the Owner agrees that the term “Community Declaration” in the

Site-Specific Declaration shall mean the Uptown Declaration, the term "Association" in the Site-Specific Declaration shall mean the Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation (the "**Uptown Association**"), and the term "Reviewer" as set forth under *Section 1.2* and *Section 2.1 (a)* of the Site-Specific Declaration shall be the Board of the Uptown Association. In the event that the Uptown Declaration is amended and restated pursuant to the Uptown Declaration Amendment, then the Owner agrees that the term "Community Declaration" in the Site-Specific Declaration shall mean the Plum Creek Mixed-Use Master Declaration recorded as Instrument #17035892 in the Official Public Records of Hays County, Texas (together with all governing instruments relating thereto, and as the same may be amended from time to time, the "**Master Declaration**"), the term "Association" in the Site-Specific Declaration shall mean the Plum Creek Mixed-Use Property Owners' Association, Inc., a Texas nonprofit corporation, and the term "Reviewer" as set forth under *Section 1.2* and *Section 2.1 (a)* of the Site-Specific Declaration shall be the Plum Creek Reviewer, as such term is defined in the Master Declaration. The Site-Specific Declaration shall be recorded in the Official Public Records of Hays County, Texas ("**Public Records**") within thirty (30) days of Seller providing Owner notice of the resolution of the Uptown Declaration Amendment and Seller's intent to record the Site-Specific Declaration in the Public Records.

3. **Binding Effect; Termination.** This Agreement will run with the land and bind future owners of all or any portion of the Property (subject to the terms and conditions hereof), including any mortgagee or owner following foreclosure or deed in lieu of foreclosure of any deed of trust encumbering the Property. This Agreement will automatically terminate and be of no further force or effect as of the date (i) no portion of the Property is affected by the Uptown Declaration and (ii) all of the Property has been made subject to the Master Declaration as provided herein.

4. **Assignment.** Seller may assign its rights under this Agreement to a third party upon notice to, but without the prior written consent of, Owner.

5. **Notices.** Any notice to be given or to be served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed given to a party when (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by electronic mail with delivery receipt; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or facsimile numbers and marked to the attention of the person (by name or title) designated below (or to such other address as a Party may designate by notice to the other parties):

Owner: _____

Attn: _____
Telephone: _____
Email: _____

Seller: Mountain Plum, Ltd.
4040 Broadway, Suite 501
San Antonio, Texas 78209
Attn: Richard B. Negley and Laura Negley Gill
Telephone: (210) 829-7224
Email: richard_negley@msn.com
lauragill.lngres@gmail.com

with a copy to: Momark Development

1711 E. Cesar Chavez, Suite B
Austin, Texas 78702
Attn: Megan Shannon
Telephone: (512) 391-1789
Email: megan@momarkdevelopment.com

with a copy to: Golden Steves & Gordon, LLP
200 East Basse Rd., Suite 200
San Antonio, Texas 78209
Attn: Robin K. Eubanks
Telephone: (210) 745-3749
Email: reubanks@goldensteves.com

6. **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas. Venue shall be in Hays County, Texas.

7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Authority.** Each party warrants authority and due execution of this Agreement.

9. **Time of Essence.** Time is of the essence.

10. **Execution/Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as to any party whose signature appears hereon, and all of which shall constitute one in the same instrument. Each of the parties hereto has the right to rely on a fax or electronic signature from the other party, the same as having received an original counterpart.

11. **Termination Notice.** The termination of this Agreement shall occur automatically upon satisfaction of the conditions set forth herein; provided, however, that upon such automatic termination and written request by Owner, Seller agrees to execute an instrument in a form mutually acceptable to both parties stating that the Agreement has expired or terminated in accordance with the terms, conditions and provisions hereof.

[Signature and acknowledgement pages follow.]

EXECUTED to be effective as of the Effective Date.

SELLER:

MOUNTAIN PLUM, LTD.,
a Texas limited partnership

By: MP General, L.L.C.,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: Manager

By: _____
Name: _____
Title: Manager

By: MountainCityLand, LLC,
a Texas limited liability company,
its Manager

By: _____
Name: _____
Title: Manager

EXECUTED to be effective as of the Effective Date.

OWNER:

a _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by
_____, _____ of _____, a
_____, on behalf of said _____.

Notary Public in and for the
State of Texas

AFTER RECORDING PLEASE RETURN TO:

Golden Steves & Gordon, LLP
200 East Basse Rd., Suite 200
San Antonio, Texas 78209
Attn: Robin K. Eubanks

Exhibit A

Legal Description of Property

[to be attached]

Exhibit B

Form of Site-Specific Declaration

[to be attached]

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 4040 BROADWAY, SUITE 501, SAN ANTONIO, TEXAS, 78209; BEING THE OWNER OF 1.672 ACRES OF LAND, MORE OR LESS, BEING A REMAINDER OF TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD., OF RECORD IN VOL. 2297, PG. 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

DO HEREBY SUBDIVIDE SAID 1.672 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS PLUM CREEK UPTOWN CENTRAL PARK TO THE CITY OF KYLE, TEXAS, AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN, EXCEPT AREAS IDENTIFIED AS PRIVATE OR CREATED BY SEPARATE INSTRUMENT, FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WHEREOF THE SAID MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, OWNER, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS GENERAL PARTNER, MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY

MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP
BY: MP GENERAL LLC, A TEXAS LIMITED LIABILITY COMPANY, IT'S GENERAL PARTNER

BY: [Signature] MANAGER

BY: [Signature] MANAGER

BY: MOUNTAINCITYLAND, LLC., A TEXAS LIMITED LIABILITY COMPANY, MANAGER

BY: [Signature] MANAGER

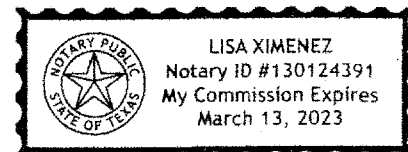
STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED, Richard Newley, MANAGER OF MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF MOUNTAIN PLUM LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND LIMITED PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 DAY OF March 2021.

BY: [Signature] NOTARY PUBLIC



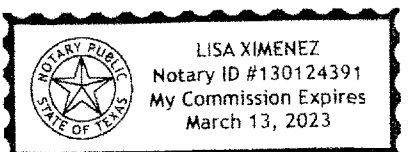
STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED, Thomas Smith, MANAGER OF MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF MOUNTAIN PLUM LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND LIMITED PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 DAY OF March 2021.

BY: [Signature] NOTARY PUBLIC



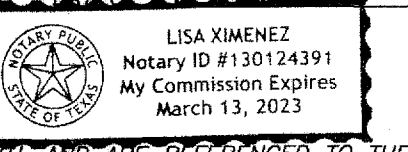
STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY

APPEARED, Laura Gill, MANAGER OF MOUNTAINCITYLAND, LLC., A TEXAS LIMITED LIABILITY COMPANY, MANAGER OF MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED ON BEHALF OF SAID LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 DAY OF March 2021.

BY: [Signature] NOTARY PUBLIC



BEARING BASIS:

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

FLOODPLAIN NOTE:

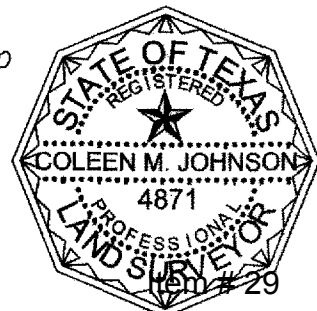
THIS TRACT IS LOCATED WITHIN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON COMMUNITY-PANEL MAP NUMBER 48209C0270F, WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2005.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

SURVEYOR'S CERTIFICATION:

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

[Signature] March 12, 2021

COLEEN M. JOHNSON
TEXAS REGISTRATION NO. 4871
WGI, INC.
2021 EAST 5TH STREET, SUITE 200
AUSTIN, TEXAS 78702
TBPCLS SURVEY FIRM NO. 10194509
Phone No. 512.669.5560



FINAL PLAT
PLUM CREEK UPTOWN CENTRAL PARK
CITY OF KYLE, HAYS COUNTY, TEXAS

ENGINEER'S CERTIFICATION:

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

[Signature] March 15, 2021

BRIAN JAMES PARKER, P.E.
TEXAS REGISTRATION NO. 90248
KIMLEY-HORN
2800 VIA FORTUNA, SUITE 300
AUSTIN, TEXAS 78746
(512) 646-2248



NOTES:

- TOTAL ACREAGE: 1.672 ACRES
- TOTAL NUMBER OF LOTS: 1
- THIS PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.U.D. MASTER PLAN & CITY OF KYLE ORDINANCES 308 AND 311.
- NO OBJECTS INCLUDING BUILDINGS, ACCESSORY BUILDINGS, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS CREATED BY THIS PLAT, IF ANY, EXCEPT AS APPROVED BY THE CITY OF KYLE.
- OFFSITE WATER AND WASTEWATER LINES MUST BE CONSTRUCTED AND ACCEPTED BY CITY PRIOR TO OCCUPANCY OF ANY BUILDING(S) ON THIS PROPERTY.
- THIS SUBDIVISION SHALL COMPLY WITH THE CENTRAL BUSINESS DISTRICT OF THE CITY OF KYLE.
- SETBACKS NOT SHOWN ON LOTS SHALL CONFORM TO THE CITY OF KYLE ZONING ORDINANCE.
- SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF BURNHAM. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD. # 439, ARTICLE V, SEC. 10; KYLE CODE).
- AT THE FEBRUARY 2, 2021 CITY COUNCIL MEETING, THE CITY COUNCIL VOTED 6-0 TO APPROVE A WAIVER TO REMOVE THE REQUIRED 7.5-FOOT PUBLIC UTILITY EASEMENT, PER THE PLUM CREEK SUBDIVISION CODE.
- EASEMENTS SHOWN HEREON WHICH ARE CREATED BY SEPARATE INSTRUMENTS AND NOT DEDICATED PER THIS PLAT ARE GOVERNED BY THE TERMS OF SUCH SEPARATE INSTRUMENTS.
- THE OWNER OF THE LAND DEDICATED BY THIS PLAT RESERVES THE RIGHT TO USE AND ENJOY THE SURFACE OF ALL EASEMENT AREAS FOR ALL PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT AREAS FOR THE PURPOSE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE RIGHT TO PLACE SURFACING MATERIALS OVER AND ACROSS THE EASEMENT AREA AND TO USE THE SAME FOR PARKING AREAS, DRIVEWAYS, WALKWAYS, SIDEWALK, LANDSCAPING AND LIGHTING.

PUBLIC UTILITY INFORMATION:

THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:

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

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

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

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

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

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

BY: [Signature]
CHAIRPERSON

REVIEWED BY:

[Signature] 3/27/21
LEON BARBA, CITY ENGINEER

REVIEWED BY:

[Signature] 3-30-21
HARPER WILDER, DIRECTOR OF PUBLIC WORKS

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

DATED THIS 16TH DAY OF February, 2021.

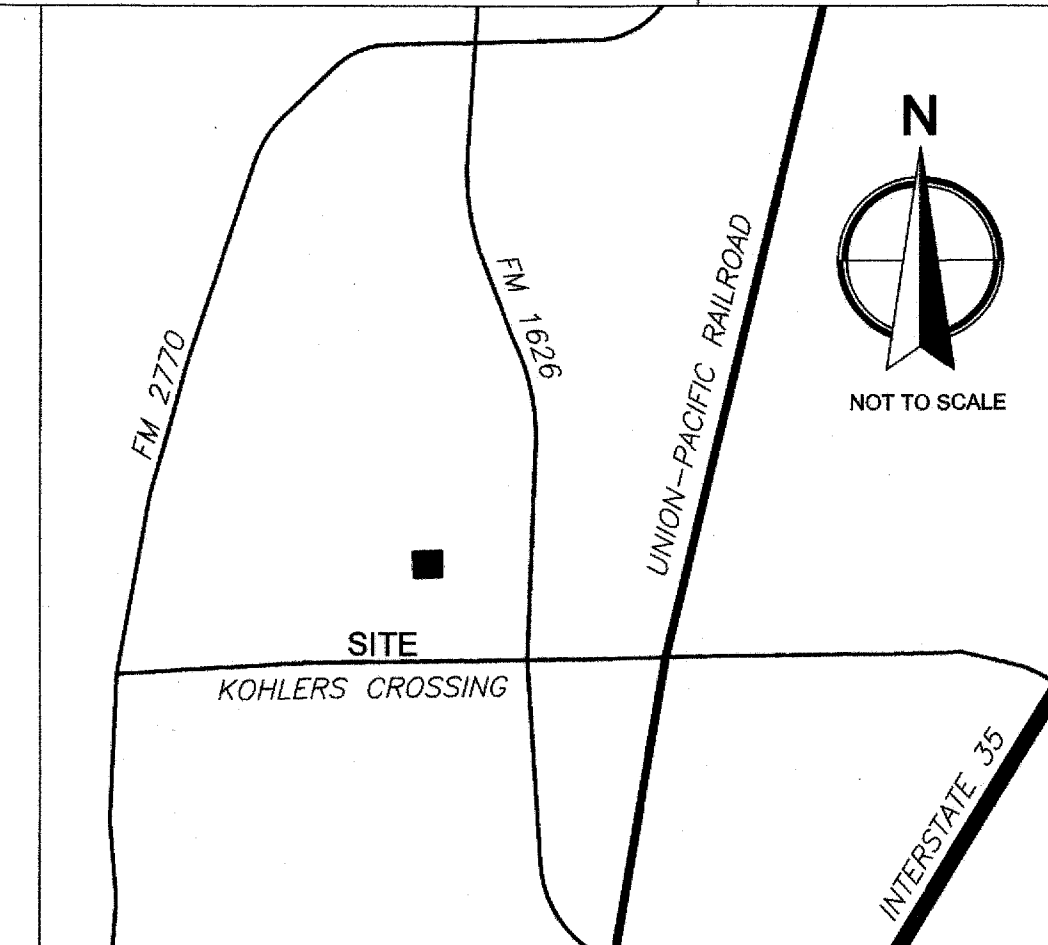
BY: [Signature]
TEST:

[Signature]
SECRETARY



2021 East 5th Street Suite 200 Austin, TX 78702
Phone No. 512.669.5560
TBPCLS Survey Firm No. 10194509

DATE:	07-28-20
PROJECT:	03205833.00
SCALE:	1" = 100'
CHECK/QC:	CMJ
TECH:	RA
FIELD CREW:	DS
SURVEY DATE:	07-18-20
SHEET:	1 OF 2



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

BY: OWNERS: MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP.

ADDRESS: 4040 BROADWAY STREET, SUITE 501

SAN ANTONIO, TEXAS 78209

PHONE: (512) 391-1789 FAX:

BY: MP GENERAL, LLC., A TEXAS LIMITED LIABILITY COMPANY, IT'S GENERAL PARTNER AND MOUNTAINCITYLAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, MANAGER OF MP GENERAL, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF MOUNTAIN PLUM, LTD., A TEXAS LIMITED PARTNERSHIP

ACREAGE: 1.672

SURVEY: M. M. MCGARVER SURVEY NO. 4, ABST. NO. 10.

NUMBER OF LOTS AND PROPOSED USE (IF MORE THAN ONE USE IS PLANNED FOR THE LOTS, PROVIDE LAND USE SUMMARY SHOWING # OF LOTS ARE PLANNED FOR EACH USE): 1 LOT - PARK

SURVEYOR: COLEEN M. JOHNSON, R.P.L.S. #4871

PHONE: 512-669-5560 FAX:

ENGINEER: BRIAN JAMES PARKER, P.E.

PHONE: 512-646-2248 FAX:

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

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

OFFICE ON THE 15th DAY OF April, 2021, A.D., IN THE PLAT

RECORDS OF SAID COUNTY AND STATE IN DOCUMENT # 2108804
WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON

THIS THE 15th DAY OF April, 2021 A.D. FILED FOR RECORD AT

9:27 O'CLOCK A. M. THIS THE 15th DAY OF April, 2021, A.D.

BY: [Signature]
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS



FINAL PLAT
 PLUM CREEK UPTOWN CENTRAL PARK
 CITY OF KYLE, HAYS COUNTY, TEXAS

WGI
WGInc.com
 2021 East 5th Street Suite 200 Austin, TX 78702
 Phone No. 512.669.5560
 TBPELS Survey Firm No. 10194509

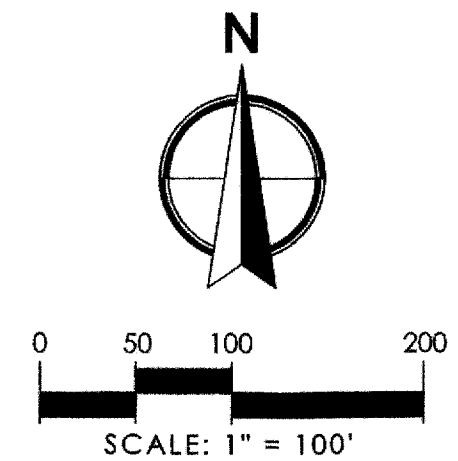
DATE:	07-28-20
PROJECT:	03205833.00
SCALE:	1" = 100'
CHECK/QC:	CMJ
TECH:	RA
FIELD CREW:	DS
SURVEY DATE:	07-18-20
SHEET:	2 OF 2

SYMBOLS LEGEND:

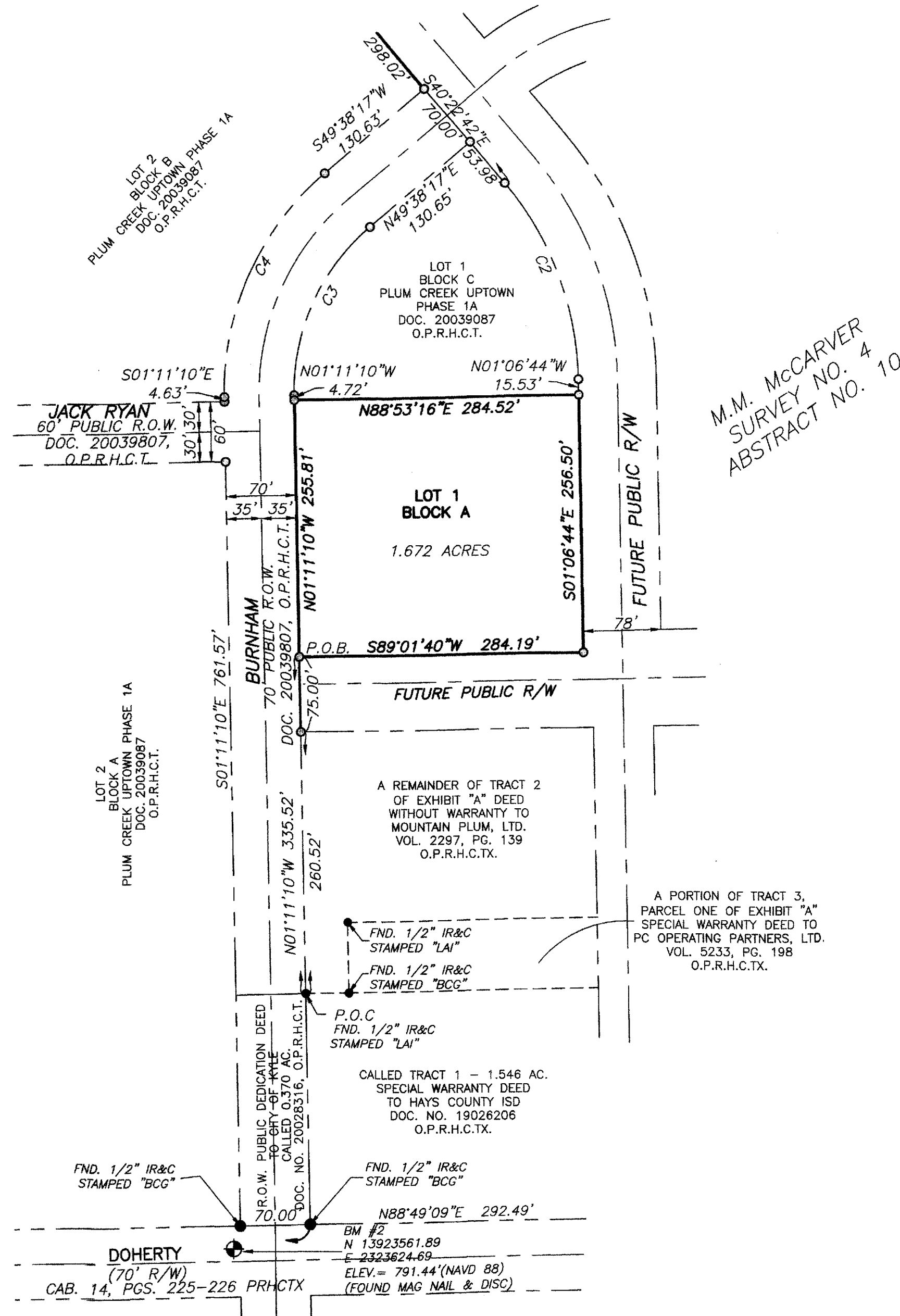
- FOUND 1/2" IRON ROD (AS NOTED)
- SET 5/8" IRON ROD AND CAP STAMPED "WGI 10194509" UNLESS NOTED
- ⊕ BENCHMARK

ABBREVIATIONS LEGEND:

- BM BENCHMARK
- CAB. CABINET
- E EASTING
- ELEV. ELEVATION
- IR IRON ROD
- IR&C IRON ROD AND CAP
- N NORTHING
- OPRHCTX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PRHCTX PLAT RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- RPLS REGISTERED PROFESSIONAL LAND SURVEYOR
- R/W RIGHT-OF-WAY
- VOL. VOLUME



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	213.14'	311.00'	39°15'58"	S20°44'43"E	208.99'
C3	190.72'	215.00'	50°23'16"	N24°13'34"E	184.52'
C4	252.81'	285.00'	50°23'16"	S24°13'34"W	244.60'



M.M. McCARVER
 SURVEY NO. 4
 ABSTRACT NO. 10

LEGAL DESCRIPTION

BEING 1.672 ACRES OF LAND OUT OF AND A PART OF THE M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS TRACT NO. 2 IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD., OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 1.672 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found with cap stamped "LAI" at the intersection of the north Right-of-way line of that certain 0.370 acre tract described in a ROW Public Dedication Deed of record in Document No. 20028316, O.P.R.H.C.T. and the east right-of-way line of Burnham (a 70 foot wide public right-of-way dedicated by Plum Creek Uptown Phase 1A, a subdivision plat of record in Document No. 20039087, O.P.R.H.C.T.); THENCE, North 01°11'10" West, along said east right-of-way line, at a distance of 260.52 feet passing a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509", in all a total distance of 335.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509", for the southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE, with the west line of the tract described herein, continuing with the east right-of-way line of Burnham, North 01°11'10" West, a distance of 255.81 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for northwest corner of the tract described herein, from which a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" bears North 01°11'10" West, a distance of 4.72 feet;

THENCE, with the north line of the tract described herein, with the south line of Lot 1, Block C, Plum Creek Uptown Phase 1A, North 88°53'16" East, a distance of 284.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for northeast corner of the tract described herein, from which point a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" in the east line of said Lot 1, Block C, Plum Creek Uptown Phase 1A bears, North 01°06'44" West, a distance of 15.53 feet;

THENCE, with the east line of the tract described herein, South 01°06'44" East, a distance of 256.50 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for the southeast corner of the tract described herein;

THENCE, with the south line of the tract described herein, South 89°01'40" West, a distance of 284.19 feet to the POINT OF BEGINNING and containing 1.672 acres of land within these metes and bounds.



CITY OF KYLE, TEXAS

Boards/Commissions Policy

Meeting Date: 5/4/2021

Date time: 7:00 PM

Subject/Recommendation: Request council to assign a task force to review, revise and update boards/commissions policy. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2017_0815_board_and_commission_staffing_policy_update_-_final



CITY OF KYLE



Policy on Soliciting Memberships for City Boards and Commissions

The process for selecting members to fill existing and future board and commission vacancies will comply with the following policy:

1. An official job description for the vacant position on the Board or Commission will be created and posted to the city's website under the volunteer applications page. The city may take any additional measures it determines necessary to ensure there is sufficient awareness of an appointment opportunity.
2. An application for the vacant position will be posted to the city's website on the volunteer applications page. The application must be completed by any person wishing to be considered for the position prior to 5:00 PM on the date identified in the posting as the final day for application submission.
3. City staff will evaluate applications from those citizens who meet the city charter's basic criteria for membership in a first-round evaluation. Staff may determine that the size and/or qualifications of those in the applicant pool are insufficient and reopen the application or otherwise extend the deadline to allow time for more citizens to apply.
4. Based on the first round evaluation of the applications, applicants that are determined to best meet the requirements of the Board or Commission position, will be selected to participate in a second-round, personal interview conducted by employed, elected, and appointed city staff, to include: the city manager or his/her designee; and the mayor and/or an elected council member, or his/her/their designee; and the chairperson of the Board/Commission being staffed; and the department head that supports the Board/Commission being staffed. Other personnel may attend as required. The personal interview will serve as an opportunity for both parties to familiarize themselves with the position(s) being filled, and the prospective candidate(s).
5. The interview panel may include representatives from more than one board in the event of more than one board/commission having simultaneous vacancies so as to reduce multiple interviews of the same candidate.
6. In those instances that multiple interviewees exhibit the virtues and qualifications necessary to fill a single position, those candidate(s) not chosen to fill the solicited Board/Commission vacancy, can and should be recommended to fill other city Board and Commission vacancies for which they are additionally qualified. With agreement from both the applicant and the city review panel, the City Council can alternatively approve the recommendation from the review panel for an

alternative appointment to a different Board or Commission vacancy, pursuant to the term length of that Board or Commission.

7. The final candidate(s) will be selected from the interview process and will be presented to the Mayor and City Council for confirmation at a regular city council meeting. The final candidate must be present at the meeting and will have an opportunity to make a statement regarding their candidacy and to answer any questions that the city council may ask.

Reappointments

1. The chair of the board or commission may recommend a member with an expiring term for reappointment subject to confirmation by the Council. If the chair does not recommend reappointment, the member may reapply via the application and interview process defined herein.
2. If the member with an expiring term seeking reappointment is the Chair of the board or commission, the mayor may recommend reappointment, subject to confirmation by the Council. If the mayor does not recommend reappointment of the person seated as the chair, the member may reapply via the application and interview process defined herein.
3. If there is a vacancy for an unexpired term of one year or more, Council may seat a person seeking reappointment to an unexpired vacant seat.

Consideration and selection of any appointment to a City of Kyle board or commission shall not discriminate based on actual or perceived race, color, national or ethnic origin, age, religion, disability, gender identity, sexual orientation, veteran status, or any other characteristic protected under applicable federal or state law.



CITY OF KYLE, TEXAS

P&Z Commission and Parks Board

Vision and Goals

Meeting Date: 5/4/2021
Date time:7:00 PM

Subject/Recommendation: Request council to schedule joint meetings to discuss vision and goals for the year with the P&Z Commission and Parks Board. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 5/4/2021

Date time: 7:00 PM

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

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Sales Tax Matters
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Acquisition of property for park purposes
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 Pacific Blue
 - Project Eburnean
 - Project Gold
 - Project SUFC

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 5/4/2021
Date time: 7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available