

CITY OF KYLE

Notice of Regular City Council Meeting



Kyle City Hall, 100 W. Center Street, Kyle, TX 78640
The public can watch remotely at: Spectrum 10;
<https://www.cityofkyle.com/kyletv/kyle-10-live>. One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on January 4, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

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

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - December 16, 2021 at 5:30 p.m.
~ Jennifer Holm, City Secretary
2. City Council Special Meeting Minutes - December 16, 2021 at 6:00 p.m.
~ Jennifer Holm, City Secretary
3. City Council Special Meeting Minutes - December 16, 2021 at 7:00 p.m.
~ Jennifer Holm, City Secretary

III. Citizen Comment Period with City Council

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

IV. City Manager's Report

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

- January 17 Martin Luther King, Jr. Holiday

- Hays County MLK Day Celebration (Jan. 16th) and forthcoming City of Kyle MLK Day proclamation on January 18th

V. Presentation

5. Presentation by the Hays County Master Naturalists. ~ *Mariana Espinoza, Director of Parks & Recreation*
6. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

VI. Consent Agenda

7. Authorize award and execution of a Purchase Order to AUSTIN TURF AND TRACTOR in an amount not to exceed \$20,095.50 for the purchase of (1) Ventrac tiller and (1) Ventrac Boom Mower through Buy Board Purchasing Cooperative 611-20 for the Parks and Recreation Department. ~ *Mariana Espinoza, Director of Parks & Recreation*
8. Authorize award and execution of a Purchase Order to RDO EQUIPMENT CO. in the amount not to exceed \$114,873.19 for the purchase of (1) 2022 John Deer 310L Backhoe though the Buy Board Purchasing Cooperative 597-19 for the Parks and Recreation Department. ~ *Mariana Espinoza, Director of Parks & Recreation*
9. Approve Task Order No. 2 to MEAD & HUNT, INC., a Wisconsin Corporation with their local office being in Austin, Texas in the amount not to exceed, \$16,163.00 for the preparation and processing for a new Industrial (Stormwater) Wastewater Permit Application. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
10. Authorize a reimbursement in an amount not to exceed \$97,050.00 to the Brooks Ranch Phase 1 Subdivision project for upsizing approximately 2,603 linear feet of wastewater line and removing and replacing 177 linear feet of wastewater line. ~ *Leon Barba, P.E., City Engineer*
11. Authorize award and execution of a contract with HDR ENGINEERING, INC., Austin, Texas in an amount not to exceed \$19,740.00 for a flood study of the area bound by Plum Creek, North Burseson and Marketplace Avenue. ~ *Leon Barba, P.E., City Engineer*
12. *(First Reading)* Approve an Ordinance regulating traffic, authorizing and directing the installation and erection of a stop sign for traffic control at the intersection of Ranger Drive and Gregg Drive in the city limits of Kyle. ~ *Leon Barba, P.E., City Engineer*
13. Approval of Underground Agreement, Utility Easement, and Work Order #150083 between PEDERNALES ELECTRIC COOPERATIVE, INC., and the City of Kyle for an amount not to exceed \$16,720.68 for electrical service installation to La Verde Park. ~ *Leon Barba, P.E., City Engineer*

14. Consider approval of an extension to the Rate Stabilization Agreement between Monarch Utilities I L.P. and City of Kyle. ~ *J. Scott Sellers, City Manager*
15. Authorize the first amendment to lease agreement with Dallas MTA, L.P., d/b/a Verizon Wireless, for the installation and maintenance of telecommunications equipment and appurtenances; use of certain rights-of-way for purposes of access. ~ *Harper Wilder, Director of Public Works*

VII. Consider and Possible Action

16. Authorize the City Manager to negotiate an agreement with A&E DESIGN GROUP, INC., Buda, Texas, an architectural consulting firm, to provide architectural and design services including completion of shovel-ready plans, specifications, and construction/bid documents for a new Senior Activity and Community Center facility to be constructed on City-owned land and to bring back an agreement with all terms and conditions including contract amount for City Council's approval at a future Council meeting. ~ *Jerry Hendrix, Assistant City Manager*
17. Consider and possible action to approve Work Authorization #1.0 with K FRIESE + ASSOCIATES, Austin, Texas in an amount not to exceed \$1,466,783.82 for Project Management Services. ~ *Leon Barba, P.E., City Engineer*
18. Discuss and take possible action to approve a Resolution authorizing the submittal of one or more DR-4586 HMGP applications to the Texas Division of Emergency Management, authorizing the City Manager to act as the City's authorized representative in all matters pertaining to the application, and committing matching funds. ~ *Harper Wilder, Director of Public Works*
19. (*First Reading*) An ordinance of the City of Kyle, Texas annexing 102.1599 acres of land, more or less, located at the north corner of SH-21 & E FM 150, Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. (FM Rd 812, LLC - ANNX-21-0013) ~ *Will Atkinson, Senior Planner*
 - Public Hearing
20. (*First Reading*) An ordinance of the City of Kyle, Texas, annexing 201.377 acres of land, more or less located at 1899 Six Creeks Blvd., Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. (Blanco River Ranch Properties, LP - ANNX-21-0014) ~ *Will Atkinson, Senior Planner*
 - Public Hearing
21. Discussion and possible action regarding the City of Kyle's Comprehensive Plan. ~ *Amber Lewis, Assistant City Manager*

22. Discuss Options for the Marker for Sarah Dahlstrom at the Corner of Old Stagecoach Rd and RM 150. ~ *Dex Ellison, Council Member*
23. Discussion and direction regarding currently open board seat applications. ~ *Travis Mitchell, Mayor*
24. Consider nominations for selection of Mayor Pro Tem. ~ *Travis Mitchell, Mayor*
25. Consider appointment of one member of the Kyle City Council to the Executive Board of the Combined Emergency Communications Center. ~ *J. Scott Sellers, City Manager*
26. Appoint a representative to the CAPCOG Clean Air Coalition. ~ *Robert Rizo, Council Member*
27. Yearly review and possible revision of the Rules of Council according to Resolution No. 1176. ~ *Yvonne Flores-Cale, Council Member*
28. Discussion of City processes and procedures, regarding action taken by the City when acting upon legal advice. ~ *Yvonne Flores-Cale, Council Member*
29. 2022 Visioning Workshop planning and scheduling. ~ *Travis Mitchell, Mayor*

VIII.Executive Session

30. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Cause No. 20-2048; Save Our Springs Alliance, Inc., et al. v. City of Kyle City Council Members in their Official Capacities, in the 453rd Judicial District, Hays County, Texas
 - Task Force Policy
 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 Fire Engine Red
 - Project Black Corral
31. Take action on items discussed in Executive Session.

IX. Adjourn

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

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



CITY OF KYLE, TEXAS

2021 1216 Special 5:30 Minutes

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - December 16, 2021 at 5:30 p.m. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 1216 DRAFT 530 Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on December 16, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Kay Rush
Mayor Pro Tem Rick Koch	Tracy Scheel
Council Member Dex Ellison	Lila Knight
Council Member Yvonne Flores-Cale	Irma Guadarrama
Council Member Robert Rizo	
Council Member Ashlee Bradshaw	
Council Member Michael Tobias	
Scott Sellers, City Manager	
Jerry Hendrix, Assistant City Manager	
Amber Lewis, Assistant City Manager	
Veronica Rivera, Assistant City Attorney	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Diana Torres, Economic Dev Director	
Matt Dawson, IT Director	
Interim Senior Planner, William Atkinson	
Pedro Hernandez, Police Captain	
Joseph Swonke, Police Detective	
Keith Congdon, Police Officer	
Philip Cleary, Police Officer	
Dago Pates, Police Officer	
James Plant, Police Officer	
Matt Clark, Police Officer	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 5:30 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 5:30 p.m.

Kay Rush spoke about senior's property taxes by the City. She said she has been a citizen in Kyle for 15 years and was here to ask the Council to consider changing the policies on taxing. She spoke about the city not freezing the taxes for the veterans, elderly, and the disabled. She said the county does it and the school district's do it. Ms. Rush said they had not increased the homestead exemption in 15 years. She said during the budget process Council tells the citizens they are lowering tax rates, but they forget that the tax rate includes the value of the house. She spoke about inflation and said we were your schoolteachers, we went to war, we took care of you as children,

we raised you, we were your parents. Ms. Rush asked the Council respond in a kind way and to start taking care of them. She said Kyle has one of the highest tax rates in the county and said the citizens deserved better.

Tracy Scheel was called to speak as registered. She wanted to thank Mayor Pro Tem Koch. She recognized him for Uber 3.14, negotiations with TDS for \$1.5 Million for the Veteran's memorial, his tireless work with others on Council for a building for the Police Department, and the Mary Kyle Hartson park. She talked about his work on the revitalization of downtown. She stated that it was a pleasure working with him.

Lila Knight was called to speak, but she asked to wait until 6:00 p.m. as registered in favor/opposition of Item No. 3 and 5.

Irma Guadarrama was called to speak on behalf of Hays County League of Women Voters, as registered. She stated that they are non-partisan and non-profit. She stated she recently learned that Hays County is one of the most growing counties in the state. She spoke about diversity within the city and county. She said it was important to consider that we are a very diverse and vibrant city. She said they are looking forward to Council's work.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 5:37 p.m.

III. Consider and Possible Action

1. Recognize Outgoing Mayor Pro Tem Rick Koch. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 1. Council each in turn spoke of their appreciation for Mayor Pro Tem Koch. Mayor Pro Tem Koch spoke about his time on Council. No action was taken.

2. A Resolution Canvassing the Returns and Declaring the Results of the December 7, 2021 Runoff Election of the City of Kyle, Texas. ~ *Travis Mitchell, Mayor*

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

There came to be considered the returns of the Runoff Election held on the 7th day of December, 2021, for the purpose of electing District 5, and it appearing from said returns duly and legally made; that each of the candidates in said election received the following votes: District 5, Rick Koch received 299 Early Votes and 158 Election Day votes for a total of 457 votes; Daniela C. Parsley received 316 Early Votes and 237 Election Day results for a total of 553 votes. It is found, determined, and declared by the City Council that said election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with law; and that Daniela C. Parsley was duly elected District 5. Said above named party is hereby declared duly elected to said office, subject to the taking of the oath of office as provided by the laws of the State of Texas.

Mayor Mitchell moved to approve a Resolution Canvassing the Returns and Declaring the Results of the December 7th, 2021 Runoff Election of the City of Kyle, Texas. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

IV. Adjourn

Mayor Mitchell moved to adjourn. Council Member Rizo seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 5:50 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2021 1216 Special 6:00 Minutes

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - December 16, 2021 at 6:00 p.m. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 1216 DRAFT 600 Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on December 16, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Robert Rizo
Council Member Ashlee Bradshaw
Council Member Daniela Parsley
Council Member Michael Tobias
Scott Sellers, City Manager
Jerry Hendrix, Assistant City Manager
Amber Lewis, Assistant City Manager
Veronica Rivera, Assistant City Attorney
Samantha Armbruster, Communications Dir.
Jennifer Holm, City Secretary
Leon Barba, City Engineer
Diana Torres, Economic Dev Director
Matt Dawson, IT Director
Interim Senior Planner, William Atkinson
Pedro Hernandez, Police Captain
Philip Cleary, Police Officer

Lila Knight

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 6:20 p.m. Mayor Mitchell asked the city secretary to call roll.

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

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 6:20 p.m.

Lila Knight was called to speak as registered in opposition of Item Nos. 3 and 5. She spoke about a memorial for Sarah Dahlstrom, who passed away in a car accident in 1996 near 2270. She would like the Planning Department to look at this to see what impact the new gas station might have on the memorial. She has questions about the employee benefits trust. She is curious what City Officers refers to. She is concerned about two development agreements: Kyle Marketplace and Prairie Lakes. She stated that there was no backup on the agenda items. Ms. Knight stated that it is for citizen transparency and so they can give feedback before Council takes a vote.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 6:23 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.
 - Savannah Development Agreement
 - Heroes Memorial Park Detention
 - Prairie Lakes Consent and Development Agreement
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Wild Strawberry

Council Member Flores-Cale 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 - Savannah Development Agreement; Heroes Memorial Park Detention; Prairie Lakes Consent and Development Agreement; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Wild Strawberry.”

The City Council convened into executive session at 6:24 p.m.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:03 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IV. Consider and Possible Action

3. Approve a Development Agreement for the Kyle Marketplace Subdivision/Development.
~ *J. Scott Sellers, City Manager*

Item No. 3 was not taken up for discussion.

4. Approve a Chapter 380 Economic Development Agreement for Project Wild Strawberry.
~ *Diana Torres, Director of Economic Development*

Mayor Mitchell brought forward Item No. 4 for discussion out of order before Item No. 3. Ms. Torres presented the item.

Council Member Rizo moved to approve a Chapter 380 Economic Development Agreement for Project Wild Strawberry. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

5. Consent and Development Agreement between the City of Kyle Texas and Continental Homes of Texas, L.P., a Texas Limited Partnership for Prairie Lakes Development. ~ *J. Scott Sellers, City Manager*

Item No. 5 was not taken up for discussion.

V. Adjourn

Mayor Mitchell moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was taken.

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

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2021 1216 Special 7:00 Minutes

Meeting Date: 1/4/2022
Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - December 16, 2021 at 7:00 p.m. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 1216 DRAFT 700 Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on December 16, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Ryan Rosborough
Council Member Dex Ellison	Brett Bowers
Council Member Yvonne Flores-Cale	
Council Member Robert Rizo	
Council Member Ashlee Bradshaw	
Council Member Daniela Parsley	
Council Member Michael Tobias	
Scott Sellers, City Manager	
Jerry Hendrix, Assistant City Manager	
Amber Lewis, Assistant City Manager	
Veronica Rivera, Assistant City Attorney	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Diana Torres, Economic Dev Director	
Matt Dawson, IT Director	
Interim Senior Planner, William Atkinson	
Tim Griffith, Police Lieutenant	
Harper Wilder, Director of Public Works	

I. Call Meeting to Order

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

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

III. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:08 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 7:08 p.m.

II. Approval of Minutes

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

Mayor Mitchell brought forward the minutes for discussion after Citizen Comment Period. Council Member Tobias moved to approve the minutes of the December 6, 2021 Special Council Meeting and the minutes of the December 6, 2021 Council Meeting. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

IV. City Manager's Report

3. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
 - December City Holidays (No City Council Meeting - 12/21)
 - Planning and Zoning Commission/Library Board openings
 - Santa Rides Through Kyle Recap
 - Polar Bear Splash
 - National Bird and Trail Walk
 - Z Tejas Announcement

Mayor Mitchell brought forward the City Manager's Report.

Mr. Sellers spoke about December City Holidays - there will be no City Council Meeting on 12/21/2021. He stated that there are vacancies on Planning and Zoning Commission (2) and Library Board (1). Mr. Hendrix presented a recap on the Santa Rides Through Kyle. He thanked Parks and Recreation, Public Works, and Police Departments and all the staff that helped with the sleigh. He also spoke about Polar Bear Splash, registration is open. Mr. Hendrix stated that on January 5th at 9:00 a.m. there will be a National Bird and Trail Walk that will begin at Cool Springs Pool. Ms. Torres stated that Z Tejas Restaurant will be coming to Kyle at the Dry River District. She provided details about employment and owner-occupied building. No action was taken.

VII. Executive Session

18. 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.
 - Savannah Development Agreement
 - Heroes Memorial Park Detention
 - Prairie Lakes Consent and Development Agreement
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Wild Strawberry

With no objections, Mayor Mitchell brought forward Item No. 18 after the conclusion of the City Manager's Report.

Council Member Flores-Cale 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 - Savannah Development Agreement; and Prairie Lakes Consent and Development Agreement.”

The City Council convened into executive session at 7:18 p.m.

19. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 8:46 p.m.

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

Mayor Mitchell moved to authorize the City Manager to proceed with negotiations regarding the Savannah Development Agreement which is Toll Brothers and to bring back agreements as they become available. Council Member Bradshaw seconded the motion. All votes aye; motion carried 7-0.

V. Consent Agenda

Mayor Mitchell brought forward the Consent Agenda and asked whether there were any items to be pulled, other than Item No. 8. Council Member Flores-Cale pulled Item No. 12. Mayor Mitchell brought forward Item Nos. 4, 5, 6, 7, 9, 10, and 11 for consideration.

4. Approve Task Order No. 2 to K FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$54,410.00 for developing plans, specifications, and estimate for providing new electrical services to homes and businesses affected by the relocation of Pedernales overhead lines along the perimeter of Old City Hall, Downtown Kyle. ~ *Leon Barba, P.E., City Engineer*
5. Plum Creek Phase 2, Section 2 - Final Plat (SUB-21-0211) 55.026 acres; 201 single family lots, 2 public utility easements., 1 public utility easement - open space - landscape easement lot, 4 open space lots, 2 open space - landscape easements, 1 drainage easement - open space and landscape easement lot for property located off Kohler's Crossing and Jack C. Hays Trails. ~ *William Atkinson, Senior Planner*

Planning and Zoning Commission is scheduled to meet on December 14th.

6. Plum Creek Phase 1, Section 6A, Block B - Site Plan (SD-21-0107) 1.62 acres; 1 Multi-Family Residential lot for property located at 5711 FM 2770. ~ *William Atkinson, Senior Planner*

Planning and Zoning Commission is scheduled to meet on December 14th.

7. Plum Creek Phase II, Section 10, Lot 2 - Final Plat (SUB-21-0225) 5.246 acres; 1 Lot for property located off FM 1626 and Rikardson. ~ *William Atkinson, Senior Planner*

Planning and Zoning Commission is scheduled to meet on December 14th.

9. A Resolution of the City Council of the City of Kyle, Texas accepting the Cool Springs Subdivision Phase III improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*
10. Consideration and possible action to select BOKF, NA as trustee and authorize negotiation and execution of a Services Agreement with BOKF, NA for trustee services in connection with bonds to be issued for the Kyle 57 Public Improvement District. ~ *Paige Saenz, City Attorney*
11. Consideration and possible action to select BOKF, NA as trustee and authorize negotiation and execution of a Services Agreement with BOKF, NA for trustee services in connection with bonds to be issued for the Plum Creek North Public Improvement District. ~ *Paige Saenz, City Attorney*

Council Member Rizo moved to approve Consent Agenda Item Nos. 4, 5, 6, 7, 9, 10, and 11. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

8. Plum Creek Phase II, Section 10 - Final Plat (SUB-21-0226) 171.05 acres; 6 commercial lots located off FM 1626 and Rikardson. ~ *William Atkinson, Senior Planner*

Planning and Zoning Commission meeting is scheduled for December 14th.

Mayor Mitchell brought forward Item No. 8 and gave the floor to Council Member Flores-Cale who pulled the item. Council Member Flores-Cale stated that her employer may have a conflict of interest and she wished to recuse herself.

Council Member Flores-Cale left the dais at 8:48 p.m.

Mayor Mitchell moved to approve Plum Creek Phase II, Section 10 - Final Plat (SUB-21-0226) 171.05 acres; 6 commercial lots located off FM 1626 and Rikardson. Council Member Tobias seconded the motion. All votes aye; motion carried 6-0 with Council Member Flores-Cale's recusal.

Council Member Flores-Cale returned to the dais at 8:49 p.m.

12. Approve a Resolution of the City Council authorizing the creation of an employee benefits trust; designating all members of the City Council to be trustees of said trust; and authorizing the trust to purchase various forms of insurance including health, dental, vision, and life insurance, and disability benefits for the benefit of City officers, employees, qualified retirees, and their eligible dependents. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 12 and gave the floor to Council Member Flores-Cale who pulled the item. Mr. Moheet presented the item.

Council Member Ellison moved to approve a Resolution of the City Council authorizing the creation of an employee benefits trust; designating all members of the City Council to be trustees

of said trust; and authorizing the trust to purchase various forms of insurance including health, dental, vision, and life insurance, and disability benefits for the benefit of City officers, employees, qualified retirees, and their eligible dependents. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Rizo thanked Council Member Flores-Cale for her questions. Assistant City Attorney Rivera said she would research the legislative updates and report back to Council concerning the liability questions posed. Council Member Ellison asked Council Member Flores-Cale if it was to research individual liability or as an elected official's liability. Council Member Flores-Cale stated that it lessens protection as an elected official, making it more of a liability as an individual. Mayor Mitchell stated he would like to know the answer and appreciates the questions. He said that if it created individual liability, he would like to know.

Council Member Ellison rescinded his motion. Mayor Mitchell stated that the item would be tabled for now.

VI. Consider and Possible Action

13. Approve a contract with AG|CM. Inc. in an amount not to exceed \$42,000.00 for Owner's Representation Services related to the Kyle Senior and Community Center. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 13 for discussion. Mr. Sellers introduced Ryan Rosborough with AG|CM who presented the item.

Council Member Rizo moved to approve a contract with AG|CM. Inc. in an amount not to exceed \$42,000.00 for Owner's Representation Services related to the Kyle Senior and Community Center. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

14. (*First Reading*) An Ordinance of the City of Kyle, Texas, Establishing an Arts Commission and Providing for General Powers and Duties, Providing for Qualifications for Appointment, Providing for the Appointment of Officers, and Providing for Other Related Matters. ~ *Paul Phelan, Director of Library Services*

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

Council Member Flores-Cale moved to approve an Ordinance of the City of Kyle, Texas, Establishing an Arts Commission and Providing for General Powers and Duties, Providing for Qualifications for Appointment, Providing for the Appointment of Officers, and Providing for Other Related Matters. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

With no objections, the item was finally passed.

15. Discussion on scheduling a date and other necessary related items for the 2022 visioning workshop of council and pertinent staff. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 15 for discussion and gave the floor to Council Member Ellison. No action was taken.

16. Consider options for the creation of a policy for councilmember task forces to adhere by. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 16 for discussion and gave the floor to Council Member Ellison.

Mayor Mitchell moved to direct staff to bring back a policy consistent with what was outlined by Council Member Ellison for councilmember task forces to adhere by. Council Member Ellison seconded the motion.

There was discussion on the motion. Mayor Mitchell asked that City Attorney Saenz not be assigned this task, but rather a staff member. Mayor Mitchell said to perhaps have Ms. Saenz review the drafted version.

All votes aye; motion carried 7-0.

17. Create an ad-hoc committee (with a specific dissolve date) for the purposes of reviewing, looking for best practices or examples and putting together recommendations to bring back to council for consideration of further input and possible adoption of an updated Policy on Soliciting Memberships for Boards & Commissions. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 17 for discussion and gave the floor to Council Member Ellison.

Mayor Mitchell moved to approve the creation of an ad-hoc committee with a dissolve date of the first meeting in February to appoint Council Member Flores-Cale, Council Member Parsley, and Council Member Tobias for the purposes of reviewing, looking for best practices or examples and putting together recommendations to bring back to council for consideration of further input and possible adoption of an updated Policy on Soliciting Memberships for Boards & Commissions. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Flores-Cale stated that Council Member Tobias is full of great ideas.

All votes aye; motion carried 7-0.

12. Approve a Resolution of the City Council authorizing the creation of an employee benefits trust; designating all members of the City Council to be trustees of said trust; and authorizing the trust to purchase various forms of insurance including health, dental, vision, and life insurance, and disability benefits for the benefit of City officers, employees, qualified retirees, and their eligible dependents. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought back Item No. 12 after Item No. 17. Assistant City Attorney Rivera presented her findings. Brett Bowers with HUB International provided information regarding conflict-of-interest questions.

Mayor Mitchell moved to approve a Resolution of the City Council authorizing the creation of an employee benefits trust; designating all members of the City Council to be trustees of said trust; and authorizing the trust to purchase various forms of insurance including health, dental, vision,

and life insurance, and disability benefits for the benefit of City officers, employees, qualified retirees, and their eligible dependents. Council Member Ellison seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

VIII. Adjourn.

Mayor Mitchell moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 10:28 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 1/4/2022

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*

- January 17 Martin Luther King, Jr. Holiday
- Hays County MLK Day Celebration (Jan. 16th) and forthcoming City of Kyle MLK Day proclamation on January 18th

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Hays Master Naturalists

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Presentation by the Hays County Master Naturalists. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information: The Hays County Master Naturalists worked with Parks and Recreation Department Staff to conduct an inventory of water, plants, trees, birds and wildlife along the Plum Creek Trail. The attached report documents their findings and recommendations for future partnering with the City of Kyle.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 1/4/2022

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

Ventrac Attachments

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to AUSTIN TURF AND TRACTOR in an amount not to exceed \$20,095.50 for the purchase of (1) Ventrac tiller and (1) Ventrac Boom Mower through Buy Board Purchasing Cooperative 611-20 for the Parks and Recreation Department. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information: The Ventrac Attachments will be used for maintaining trails, parks, and ballfields.

Legal Notes:

Budget Information: The purchase and associated funding for the Ventrac attachments was approved by the City Council in the Fiscal Year 2021-2022 budget for the Parks and Recreation Department as follows:

- 1720-61100-571220

ATTACHMENTS:

Description

- Ventrac Attachments



Prepared For:

Stacey Anderson
City of Kyle

Sold & Serviced by:

Austin Turf & Tractor - Marble Falls
Jordan Weeks
809 Steve Hawkins Pkwy
Marble Falls, TX 78654
Phone: 512-229-6221

Item # 7

KL480

TILLER



- Groundbreaking Power
- Maximum Maneuverability
- Easy To Use
- Heavy Duty Construction
- 48" Working Width

Item # 7

TILLER

Model	KL480
Stock Code	39.55220
Working Width	48 inches (122 cm)
Tines	24
Maximum tilling depth	6 inches (15.24 cm)
Final Drive	#80 Chain, enclosed and lubricated
Ground Clearance	Approx. 10 inches (25.4 cm) raised

Dimensions

Length	41 inches (104 cm)
Width	53 inches (135 cm)
Height	22 inches (56 cm)
Weight	356 lbs (162 kg)
Shipping Weight	425 lbs (193 kg)
Shipping Dimensions (L x W x H)	57x43x25 inches (145x109x64 cm)

All specifications subject to change without notice or obligation



The KL480 Tiller is designed for easy preparation of gardens and yards. This power-driven front-end attachment allows the operator to easily monitor the tiller's performance. Designed with the Ventrac Mount System, the tiller can be attached in a minute or less and comes with a stand for storing when not in use.

A number 80 chain in an enclosed final drive is lubricated for heavy-duty performance. Skid shoe adjustments facilitate cutting depth. Twenty-four high carbon steel tines are sequentially spaced to provide smooth and efficient tillage.

STANDARD FEATURES

- Intermediate Gear Reduction for Quiet Running
- Sealed Lubrication Final Drive
- Leveler Shield
- Adjustable Skid Shoes
- 24 High-Performance Carbon Tines
- Stand for holding attachment when not in use
- Ventrac Mount System

TRACTOR COMPATIBILITY KEY:



MA900

BOOM MOWER



VENTRAC

- Mow steep ditches
- Cut vegetation around ponds, lakes, & streams
- Trim hedges and other shrubs
- Reach under fences and guardrails
- Trim tree branches along trails, pathways or roads

BOOM MOWER

Model	MA900
Stock Code	39.55170
Overall Height	87 1/2" (222.3 cm)
Overall Length	58" (147.3 cm)
Overall Width	63" (160 cm)
Weight	880 lbs (399.2 kg)
Cutting Width	39" (99.1 cm)
Material Cut Diameter	1/2" (13 mm)
Vertical Reach (from ground)	142" (361 cm)
Horizontal Reach (outside of single wheels)	115" (292 cm)
Horizontal Reach (outside of dual wheels)	103" (262 cm)
Max Flat Top Cut (from ground)	82" (208 cm)

All specifications subject to change without notice or obligation



TRACTOR COMPATIBILITY KEY:

4500

Standard Features:

- Out front design increases visibility
- Maintains head angle when extending or retracting boom arms
39" (99.1 cm) double action sickle bar
- Head angle ranging from 45° below horizontal to 90° vertical (135° total range)
- Ability to operate on 10° slopes when used with power unit equipped with single wheels or 18° slopes when used with power unit equipped with dual wheels

Accessories:

- 12V Front Kit 4500
- Dual Front Auxilliary Hydraulic Kit 4500
- Spool Float Hydraulic Valve Kit 4500
- Mid Weight Bar Kit 4500
- Suitcase Weight - 42 lbs w/box





Pricing Quote

Quote #: 62492-1001
Contract #: 611-20

Date Quoted: December 20, 2021
Quote Expires: January 31, 2022

Prepared For:

Stacey Anderson
City of Kyle

Prepared By:

Austin Turf & Tractor - Marble Falls
Jordan Weeks
809 Steve Hawkins Pkwy
Marble Falls, TX 78654
Phone: 512-229-6221

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Buyboard	Total
1	KL480 (39.55220)	Attachment: TILLER KL, KL480 Tiller	3,483.00	3,483.00
1	MA900 (39.55170)	Attachment: MOWERS - BOOM MA, MA900 Boom Mower	15,718.50	15,718.50
			Subtotal	19,201.50
			CHARGES	
			Freight	+600.00
			Setup Charges	+294.00
			TOTAL USD \$	20,095.50



CITY OF KYLE, TEXAS

Backhoe

Meeting Date: 1/4/2022

Date time:7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to RDO EQUIPMENT CO. in the amount not to exceed \$114,873.19 for the purchase of (1) 2022 John Deer 310L Backhoe through the Buy Board Purchasing Cooperative 597-19 for the Parks and Recreation Department. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information: The backhoe will be used by the Parks and Recreation Department to maintain trails and parks. The Parks and Recreation Department currently has a very outdated and worn out that does not have power.

Legal Notes:

Budget Information: The purchase of a backhoe and associated funding was approved by the City Council in the Fiscal Year 2021-2022 budget for the Parks and Recreation Department as follows:

- 1720-61100-571220

ATTACHMENTS:

Description

☐ Backhoe Quote



Investment Proposal (Quote)

RDO Equipment Co.
 16415 N IH-35
 Pflugerville TX, 78660
 Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
 CITY OF KYLE
 520 E RANCH ROAD 150
 KYLE, TX, 78640
 HAYS

Investment Proposal Date: 12/21/2021
Pricing Valid Until: 1/21/2022
Deal Number: 1497699
Customer Account#: 5341005
Sales Professional: Terry Weeter
Phone: (512) 272-4141
Fax:
Email: TWeeter@rdoequipment.com

Comments

310l w/cab and price increase. buyboard

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 310L	\$188,267.00
			Freight Out DEL	\$650.00
			Freight in FRT	\$2,350.00
			Customer Discount BUYBOARD DISCOUNT43%	(\$80,180.81)
			Other magnetic strobe code 9905	\$672.00
			Warranty -John Deere Power Train & Hyd.-48 Months, 4000 Hours,Deductible: 0	\$1,483.00
1	TBD TBD	0	Attachment - New 2021 TAG MANUFACTURING WR 36 SMOOTH	\$1,632.00
			Equipment Subtotal:	\$114,873.19

Purchase Order Totals

Balance:	\$114,873.19
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$114,873.19
Cash with Order:	\$0.00
Balance Due:	\$114,873.19

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 310L	0A61T 310L BACKHOE LOADER 1065 ENGINE FT4 170K JDLINK 2035 CAB STANDARD 2401 DECAL ENG W/ENG PACKET 3065 AXLE MFWD W/LIMITED SLIP 4464 TIRE GAL 19.5L24 12.5/80-18 5285 CONTROL PILOT 5432 COUPLER 42" THUMB 5660 BUCKET HD TOP HOOK 24" 6020 DIPPER EXTENDABLE 6230 HYD AUX W/ONE & TWO WAY FLOW 7025 LDR 1 LEVER HYD NO AUX 7635 LDR BKT 1.12CY LG LIP BUCKET 8475 COUNTERWEIGHT 1000LB 8635 BATTERY SINGLE W/JUMP POST 9095 MACHINE SECURITY 9120 HEAVY DUTY GRILL 9210 CONSOLE LEFT HAND W/CUP HOLD 9235 THUMB 42" LONG 9505 GUARD FULL MFWD 9917 RADIO BASIC PACKAGE 9965 SEAT AIR SUSPENSION CLOTH
1	TBD	2021 TAG MANUFACTURING WR 36 SMOOTH	WR 36" BH BKT W/EDGE 36" WR DITCHING BKT W/EDGE



CITY OF KYLE, TEXAS

Industrial (Stormwater) Wastewater Permit Application

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 2 to MEAD & HUNT, INC., a Wisconsin Corporation with their local office being in Austin, Texas in the amount not to exceed, \$16,163.00 for the preparation and processing for a new Industrial (Stormwater) Wastewater Permit Application. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

Other Information: The City of Kyle's Wastewater Treatment Plant (WWTP) is required to maintain compliance with an industrial stormwater discharge authorization. This was accomplished under the Texas Pollutant Discharge Elimination System (TPDES) Multi-Sector General Permit (MSGP). During the latest permit cycle, the city did not qualify to apply under the MSGP; therefore, an Industrial (Stormwater) Wastewater Permit is required. Task Order #2 includes:

- Prepare for and attend meeting to discuss application needs and alternatives for obtaining coverage for stormwater discharges.
- Provide client with list of information needed to complete application.
- Review effluent data for compliance with TCEQ requirements to complete Worksheet 4.0. (Receiving Waters).
- Identify affected landowners. Prepare map and mailing labels.
- Prepare application attachments: USGS maps, site map, photographs, etc.
- Complete Application forms (Industrial Administrative Reports 1.0 and 1.1, SPIF, Core Data Form, Technical Report 1.0 and applicable worksheets).
- Finalize permit application for submittal to TCEQ based on Client review comments. Deliver final application to TCEQ.
- Assist with responses to TCEQ questions during application review and development of draft permit.
- Review draft permit and prepare comment letter.
- Prepare for and attend one meeting to assist in negotiating permit provisions with TCEQ.

See attached Task Order #2

Legal Notes: N/A

Budget Information: Funding in the amount of \$16,163.00 is available in the approved budget for Fiscal Year 2021-2022 for the City's Wastewater Utility as follows:

- 3110-82600-556391

ATTACHMENTS:

Description

☐ Task Order 2

WORK ORDER #2
TO
MASTER SERVICES AGREEMENT

BETWEEN: CITY OF KYLE (CLIENT)
Kyle, Texas 78640

AND: MEAD & HUNT, INC. (CONSULTANT)
A Wisconsin Corporation

EFFECTIVE DATE:

RECITALS

This is the second Task Order to the Master Services Agreement dated effective _____, between the Client of City of Kyle and Mead & Hunt, Inc. The Master Services Agreement effective 12/9/2021, is referred to herein as the Contract.

AGREEMENT

1. Services to be Provided. The Scope of Services is to: Assist with preparation and processing of the application for a new TPDES permit for the discharge of stormwater from the City's Wastewater Treatment Facility. The full Scope of Services is defined in Exhibit A.
2. Schedule. The project completion is dependent on TCEQ's processing schedule, therefore, cannot be anticipated at this time.
3. Consideration. The services shall be provided on a time and expenses basis at the rates described in Exhibit B not to exceed \$16,163.00 without prior written approval. Payments shall be made in accordance with the Contract.

APPROVAL AND ACCEPTANCE: Approval and acceptance of the WORK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated (12/9/2021). All work and services defined in this WORK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT."

Accepted by: CITY OF KYLE

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Janet Sims _____

Title: _____

Title: Senior Project Manager _____

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: 12/15/2021 _____

EXHIBIT A

City of Kyle

Wastewater Treatment Plant TPDES Permit Stormwater Discharge

Task 1 Assistance with Preparation and Processing of Application for New Permit

Labor Summary		Labor Category & Projected Hours					Labor Subtotal
Subtask	Description	Principal	Sr. Proj. Mgr.	Proj. Manager	Grad. Engineer	Admin	
1	Prepare for and attend meeting to discuss application needs and alternatives for obtaining coverage for stormwater discharges.		2				\$ 420
2	Provide client with list of information needed to complete application.		2				\$ 420
3	Review effluent data for compliance with TCEQ requirements to complete Worksheet 4.0. (Receiving Waters)		2				\$ 420
4	Identify affected landowners. Prepare map and mailing labels.		4	4			\$ 1,580
5	Prepare application attachments: USGS maps, site map, photographs, etc..		4	2			\$ 1,210
6	Complete Application forms (Industrial Administrative Reports 1.0 and 1.1, SPIF, Core Data Form, Technical Report 1.0 and applicable worksheets).		24	16			\$ 8,000
7	Finalize permit application for submittal to TCEQ based on Client review comments. Deliver final application to TCEQ.		2	1			\$ 605
8	Assist with responses to TCEQ questions during application review and development of draft permit.		4	1			\$ 1,025
9	Review draft permit and prepare comment letter.		4	1			\$ 1,025
10	Prepare for and attend one meeting to assist in negotiating permit provisions with TCEQ.		4	2			\$ 1,210
	Total Hours	0	52	27	0	0	79
	Labor Subtotal	\$0	\$10,920	\$4,995	\$0	\$0	\$15,915
Expense Summary							
	Estimated Direct Expenses:						
	Mileage	\$	100				
	Printing & Reproduction	\$	100				
	Postage, Delivery, & Courier Charges	\$	25				
	Subconsultant Fees:						
	Other	\$	-				
	Subtotal Direct Expenses	\$	225				
	Service Charge for Outside Direct Expenses	\$	23				
				Labor Fee			\$ 15,915
				Direct Expense Fee			\$ 248
				Total Professional Services Fee			\$ 16,163

Notes:
 Draft applications to be transmitted to Client electronically (pdf format).
 Four hard copies of final application will be prepared for submittal to TCEQ.
 Client is responsible to post copies of permitting documents for public viewing, arrange for publication of notices, and pay publication costs.
 Additional compensation may be required if requested to substantially recreate/revise the site drainage map or the stormwater pollution prevention plan.
 Additional compensation required if requested to assist with responses to public comments, contested case, or EPA objection.
 Additional compensation required if requested to prepare for and attend more than one meeting with TCEQ or EPA.

Mead & Hunt, Inc.

City of Kyle Stormwater Permit Assistance

Exhibit B
2021 Fee Schedule
Engineer's Hourly Rates

Labor Category	Hourly Billing Rate
Principal	\$220
Senior Project Manager	\$210
Project Manager	\$190
Project Engineer	\$158
Graduate Engineer	\$119
CAD Technician	\$98
Admin / Clerical	\$78

- Direct expenses will be billed at actual cost times a multiplier of 1.1.
- This schedule of billing rates is effective January 1, 2021 and will remain in effect until December 31, 2021.





CITY OF KYLE, TEXAS

Reimbursement to Brooks Ranch -
Phase 1 (Upsizing and replacing an
existing wastewater line)

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize a reimbursement in an amount not to exceed \$97,050.00 to the Brooks Ranch Phase 1 Subdivision project for upsizing approximately 2,603 linear feet of wastewater line and removing and replacing 177 linear feet of wastewater line. ~ *Leon Barba, P.E., City Engineer*

Other Information: Wastewater Improvements:

Upsized 2603' LF of 8" PVC WW Line to a 12" Line.

Removed/Replaced 177 LF of 12" PVC WW Line with an 18" PVC WW Line

Legal Notes: N/A

Budget Information: Funding in the amount of \$97,050.00 is available in the approved budget for Fiscal Year 2021-2022 for the City's Wastewater Utility Fund as follows:

- 3410-87400-571311

ATTACHMENTS:

Description

- City Of Kyle Wastewater Improvement Shared Cost
- Final Costs & Quantities

Jamison Civil Engineering LLC

13812 Research Blvd. #B-2
 Austin, Texas 78750
 (737) 484-0880

JCE

TBPE Firm Reg. F-17756

Project: **BROOKS RANCH - PHASE 1**
 Location: **KYLE, TEXAS**

CITY OF KYLE WASTEWATER IMPROVEMENT SHARED COST

ITEM DESCRIPTION	NO. OF UNITS	UNIT OF MEASURE	UNIT COST	ITEM COST
A. REQUIRED WASTEWATER IMPROVEMENTS				
1 8" SDR-26 PVC WW LINE (STA 1+77.34 - 29+16.51)	2603	LF	\$ 28.00	\$ 72,884.00
Wastewater Improvements Subtotal				\$ 72,884.00
B. CITY OF KYLE WASTEWATER ADJUSTMENT				
1 12" SDR-26 PVC WW LINE (STA 1+77.34 - 29+16.51)	2603	LF	\$ 61.00	\$ 158,783.00
2 18" SDR-26 PVC WW LINE (STA 0+00 - 1+77.34)	177	LF	\$ 63.00	\$ 11,151.00
Wastewater Adjustment Subtotal				\$ 169,934.00
C. TOTAL WASTEWATER REIMBURSEMENT AMOUNT			\$169,934 - \$72,884.00 =	\$ 97,050.00

Submitted By:




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

12/16/2021
 Date

FINAL COST & QUANTITIES

CONTRACT: BROOKS RANCH PH 1
STREETS, WATER, WASTEWATER, & DRAINAGE IMPROVEMENTS

City of Kyle

CONTRACTOR: JL GRAY CONSTRUCTION, INC.
PO BOX 508
GEORGETOWN, TX 78627

NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
A. STREET IMPROVEMENTS SUBDIVISION					
1	EXCAVATION	52,052	CY	\$ 3.25	\$ 169,169.00
2	EMBANKMENT	46,279	CY	\$ 1.75	\$ 80,988.25
3	TEMPORARY CREEK CROSSING	1	LS	\$ 7,825.00	\$ 7,825.00
4	SUBGRADE PREP	11,116	SY	\$ 2.15	\$ 23,899.40
5	10" FLEX. BASE (3' behind curb)	11,116	SY	\$ 9.00	\$ 100,044.00
6	2" HMAC	8,503	SY	\$ 11.50	\$ 97,784.50
7	6" CURB & GUTTER	4,616	LF	\$ 15.00	\$ 69,240.00
8	CONCRETE VALLEY GUTTER	1	EA	\$ 6,100.00	\$ 6,100.00
9	CURB RAMP	7	EA	\$ 1,150.00	\$ 8,050.00
10	STREET SIGNS & STRIPING	1	LS	\$ 3,100.00	\$ 3,100.00
11	STREET END BARRICADES	2	EA	\$ 1,350.00	\$ 2,700.00
12	EXTEND EXISTING CULVERT AND ADD S	1	LS	\$ 3,250.00	\$ 3,250.00
Street Improvements Subtotal					\$ 572,150.15
B. WATER IMPROVEMENTS					
1	8" C-900 PVC WATER LINE	3,104	LF	\$ 32.00	\$ 99,328.00
2	8" GATE VALVE W/ BOX	16	EA	\$ 1,400.00	\$ 22,400.00
3	12" C-900 PVC WATER LINE	3,511	LF	\$ 45.00	\$ 157,995.00
4	12" GATE VALVE W/ BOX	8	EA	\$ 2,400.00	\$ 19,200.00
5	5-1/4" F.H. ASSEMBLY INCL. 6" G.V.	11	EA	\$ 4,200.00	\$ 46,200.00
6	RAISE VALVE CASTINGS	35	EA	\$ 265.00	\$ 9,275.00
7	SINGLE WATER SERVICE	8	EA	\$ 1,300.00	\$ 10,400.00
8	DOUBLE WATER SERVICE	25	EA	\$ 2,125.00	\$ 53,125.00
9	WATER TESTING	6,615	LF	\$ 1.00	\$ 6,615.00
10	TRENCH SAFETY	6,615	LF	\$ 1.00	\$ 6,615.00
11	CONNECT TO EXISTING WATERLINE	2	EA	\$ 3,200.00	\$ 6,400.00
Water Improvements Subtotal					\$ 437,553.00
C. WASTEWATER IMPROVEMENTS					
1	8" SDR-26 PVC WASTEWATER LINE	1,860	LF	\$ 28.00	\$ 52,080.00
2	12" SDR-26 PVC WASTEWATER LINE	2,603	LF	\$ 61.00	\$ 158,783.00
3	18" SDR-26 PVC WASTEWATER LINE	177	LF	\$ 63.00	\$ 11,151.00
4	4' STD MH (ALL DEPTHS)	25	EA	\$ 4,850.00	\$ 121,250.00
5	EXISTING MANHOLES / CONNECTIONS	2	EA	\$ 8,200.00	\$ 16,400.00
6	ADJUST WASTEWATER MANHOLE TO G	25	EA	\$ 325.00	\$ 8,125.00
7	SINGLE WW SERVICE	6	EA	\$ 1,550.00	\$ 9,300.00
8	DOUBLE WW SERVICE	26	EA	\$ 1,800.00	\$ 46,800.00
9	WASTEWATER TESTING	4,640	LF	\$ 2.00	\$ 9,280.00
10	TRENCH SAFETY	4,640	LF	\$ 2.00	\$ 9,280.00
11	16" STEEL ENCASMENT	20	LF	\$ 145.00	\$ 2,900.00
Wastewater Improvements Subtotal					\$ 445,349.00
D. DRAINAGE IMPROVEMENTS					
1	18" CLASS III RCP	824	LF	\$ 47.00	\$ 38,728.00
2	24" CLASS III RCP	1,107	LF	\$ 62.00	\$ 68,634.00
3	30" CLASS III RCP	96	LF	\$ 71.00	\$ 6,816.00

4	36" CLASS III RCP	281	LF	\$ 125.00	\$ 35,125.00						
5	48" CLASS III RCP	650	LF	\$ 216.00	\$ 140,400.00						
6	54" CLASS III RCP	305	LF	\$ 267.00	\$ 81,435.00						
7	60" CLASS III RCP	340	LF	\$ 271.00	\$ 92,140.00						
8	4'x4' BOX MANHOLE	3	EA	\$ 3,200.00	\$ 9,600.00						
9	5'x5' BOX MANHOLE	2	EA	\$ 3,500.00	\$ 7,000.00						
10	6'x6' BOX MANHOLE	1	EA	\$ 6,100.00	\$ 6,100.00						
11	7'x7' BOX MANHOLE	3	EA	\$ 7,700.00	\$ 23,100.00						
12	10' CURB INLET	7	EA	\$ 4,300.00	\$ 30,100.00						
13	15' CURB INLET	6	EA	\$ 6,600.00	\$ 39,600.00						
14	60" CONCRETE RIPRAP	1	EA	\$ 4,200.00	\$ 4,200.00						
15	CONCRETE CULVERT HEADWALL	4	EA	\$ 4,150.00	\$ 16,600.00						
16	DETENTION POND A	1	LS	\$ 288,000.00	\$ 288,000.00						
17	DETENTION POND B	1	LS	\$ 262,000.00	\$ 262,000.00						
18	TRENCH SAFETY	3,603	LF	\$ 1.00	\$ 3,603.00						
19	4x4 AREA INLET	1	EA	\$ 2,700.00	\$ 2,700.00						
Drainage Improvements Subtotal					\$ 1,155,881.00						
<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">TOTAL</td> <td style="padding: 5px;">\$ 2,610,933.15</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Bond at 2 years 35%</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">\$ 913,826.60</td> </tr> </table>						TOTAL	\$ 2,610,933.15	Bond at 2 years 35%			\$ 913,826.60
TOTAL	\$ 2,610,933.15										
Bond at 2 years 35%											
	\$ 913,826.60										



CITY OF KYLE, TEXAS

Word Place Floodplain Study

Meeting Date: 1/4/2022

Date time:7:00 PM

Subject/Recommendation: Authorize award and execution of a contract with HDR ENGINEERING, INC., Austin, Texas in an amount not to exceed \$19,740.00 for a flood study of the area bound by Plum Creek, North Burseson and Marketplace Avenue. ~ *Leon Barba, P.E., City Engineer*

Other Information: City staff has requested an independent technical review of the Word Place Floodplain Study recently developed by Doucet & Associates.

The floodplain study consists of a hydrologic and hydraulic analysis for floodplain delineation and stormwater management for the proposed development, Word Place. The proposed development is bound by Plum Creek, North Burseson, and Marketplace Avenue and is bisected by the Spring Branch Tributary to Plum Creek. The focus of the review to be done by HDR is on the hydrologic and hydraulic modeling used for floodplain delineation and stormwater management design (detention).

Legal Notes: N/A

Budget Information: Funding in the amount of \$19,740.00 is available, on an interim basis, in the approved budget for Fiscal Year 2021-2022 for the City's Storm Drainage Utility as follows:

- 3120-81000-551130

The developer will be reimbursing the City when the study is completed and accepted by the City.

ATTACHMENTS:

Description

- HDR Word Place Agreement
- Gap To Reimburse Agreement

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER 10330549**

THIS AGREEMENT is made as of this ____ day of _____ 2022, between City of Kyle (“OWNER”) a political subdivision within the State of Texas, with principal offices at 100 W. Center St, Kyle, Texas, 78640, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Word Place Floodplain Study Independent Technical Review (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is nineteen thousand seven hundred forty dollars (\$19,740).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Kyle
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY:  _____

NAME: Todd Warrix

TITLE: Associate Vice President

ADDRESS: 4401 West Gate Blvd, Ste #400
Austin, TX 78745

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
CITY OF KYLE
WORD PLACE FLOODPLAIN STUDY
INDEPENDENT TECHNICAL REVIEW
SCOPE OF SERVICES

Project Understanding

The City of Kyle (“City” or “COK”) has requested an independent technical review (ITR) of the Word Place Floodplain Study (the Project) previously developed by Doucet & Associates (Doucet). The Project consists of a hydrologic and hydraulic analysis for floodplain delineation and stormwater management of a proposed development, Word Place. The proposed development is bound by Plum Creek, North Burlison, and Marketplace Avenue in Kyle, Hays County, Texas and is bisected by the Spring Branch Tributary to Plum Creek. The focus of the ITR is on the hydrologic and hydraulic modeling used for floodplain delineation and stormwater management design (detention).

The Project hydraulic and hydrologic models were developed by Doucet and were based on the 2018 Cardinal MF LLC Development Study models by Half Associates (Half) which were developed from the 2015 USACE/GBRA Interim Feasibility Study also by Half. The Project assumed the 2018 Cardinal Study was the best available data. Review of changes to the hydraulic model between the 2015 GBRA Study and the 2018 Cardinal Study is not included in this scope. Despite additional land development and increased design rainfall, the three studies have shown a decrease in peak flows. This is a specific concern of the City, therefore, the progressive changes to the hydrologic model from 2015 to the Project will be reviewed.

The objective of the ITR is to answer the following questions:

- Does the modeling generally apply standard engineering practices?
- Are the hydrologic and hydraulic models generally compliant with City of Kyle Code of Ordinances and based on basic assumptions that are valid and used for the intended purpose?
- Does the modeling represent the Project and support the recommended design direction as depicted in the 2019 Word Place Concept Site Plan v 5.2?
- Does the modeling and associated documentation adequately evaluate and demonstrate “no adverse impact”?

HDR Engineering, Inc. (“HDR” or “Engineer”) will perform the following professional services as part of the ITR.

Scope of Services

I. Word Place Hydrologic and Hydraulic Models ITR

A. Documentation Review:

HDR will review prior project documentation for orientation of the Project history including the following:

- 2015 USACE/GBRA Interim Feasibility Study by Half

EXHIBIT A
CITY OF KYLE
WORD PLACE FLOODPLAIN STUDY
INDEPENDENT TECHNICAL REVIEW
SCOPE OF SERVICES

- 2015 Marketplace Avenue Plans by Gap Strategies
- 2018 Cardinal MF LLC Development Study by Halff
- 2019 Word Place Concept Site Plan v 5.2
- 2020 Word Place Floodplain Study Technical Memorandum by Doucet

B. Hydrologic Model Review:

HDR will perform an ITR of the Project hydrologic model used to develop peak flows for the hydraulic model(s). The hydrologic model for the Project was developed in HEC-HMS and consists of the following five basin models:

- Plum (2015 GBRA Study by Halff),
- Plum Revised (2018 Cardinal Study by Halff),
- Plum Word Place Existing,
- Plum Word Place Post Site Development, and
- Plum Word Place Post Site Development with Onsite Detention.

ITR will be limited to the three Plum Word Place basin models which were developed by Doucet. A list of anticipated review components to be checked against project objectives are listed below:

- General model setup
- Revised subbasin delineations and delineations of onsite basins
- Subbasin parameters and calculations for the onsite and adjacent subbasins of the Project that represent existing and proposed conditions
- Incorporation of Atlas 14 rainfall
- Evaluation and documentation of adverse impacts and proposed mitigation

C. Hydraulic Model Review:

HDR will perform an ITR of the Project 1D and preliminary 2D hydraulic models associated with this Project. The 1D hydraulic model for the Project was developed in HEC-RAS and consists of three 1D models (Existing Cardinal, Existing, and Proposed). A list of anticipated review components to be checked against project objectives are listed below:

- General Model setup
- Geometry (cross-sections, ineffective flow areas, model extents, bridge/culvert crossings, lateral structures, Manning's) consistency representing existing and proposed conditions
- Appropriateness of model boundary conditions
- Overall model performance, error, and stability of results.
- Evaluation of adverse impacts and proposed mitigation

EXHIBIT A
CITY OF KYLE
WORD PLACE FLOODPLAIN STUDY
INDEPENDENT TECHNICAL REVIEW
SCOPE OF SERVICES

A preliminary 2D HEC-RAS model was developed to assess flow exchange between Plum Creek and Spring Branch Tributary to inform the 1D model. This model will be used to review the appropriateness of the lateral structure coefficients and placement within the 1D hydraulic model. This model will also be used to review the location of ineffective flow areas within the 1D hydraulic model.

D. Review Documentation

HDR will prepare a document summarizing the independent technical review comments and checklist(s). This effort assumes one round of comments and responses between the HDR reviewer and Doucet.

E. Coordination Meetings

HDR will attend up to three virtual meetings with two HDR staff. The meetings include one kickoff meeting with COK staff and Doucet staff, one ITR meeting to go over comments with COK staff and Doucet staff, and one coordination meeting with COK staff. No meeting minutes will be generated by HDR.

ITR Deliverables

- Draft and Final ITR document summarizing the review and relevant discussions or checklist(s) provided in digital format (Word or Excel) via email.

City Responsibilities

1. Prior to Notice to Proceed and beginning the work, the City will provide to HDR data, models, and reports from Doucet & Associates.
2. The City will give prompt notice to HDR whenever the City observes or becomes aware of developments affecting the scope or timing of HDR services.
3. The City will examine information submitted by HDR and render in writing or otherwise provide comments and decisions in a timely manner.

Project Schedule

The estimated timeframe to perform these services is as follows:

1. ITR Document Draft Review – Review of existing project documentation, review of hydrologic and hydraulic modeling, and development ITR document – 3 weeks from NTP
2. Final ITR Document following coordination meeting with COK staff and Doucet staff – 1 week from coordination meeting,

Project Fee

HDR proposes to provide this scope of services on a lump sum basis in the total amount of \$19,740.

EXHIBIT A
CITY OF KYLE
WORD PLACE FLOODPLAIN STUDY
INDEPENDENT TECHNICAL REVIEW
SCOPE OF SERVICES

Additional Services

Additional Services to be performed, if authorized in writing by the City, but which are not included in the above-described Scope of Services, and once a mutually agreed upon fee is negotiated are as follows:

1. Performing a complete ITR of the proposed Project construction documents for completeness and constructability.
2. Performing additional rounds of review or attending additional Review Staff and/or council meetings, beyond those stipulated in this scope of work.
3. Attend additional meetings in excess of those stipulated in the scope of work.

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to

exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF

\$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

22. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule

and/or compensation if impacted by the force majeure event or condition.

FROM:
Gap Strategies
3470 Jack C Hays Trail
Buda, TX 78610

TO:
City of Kyle
100 W Center St
Kyle, TX 78640

RE: Reimbursement for the Word Place floodplain study third party technical review

Gap Strategies will reimburse the City of Kyle in full for the third party technical review of the Word Place floodplain study conducted by Doucet & Associates. The technical review, to be conducted by HDR Engineering, is estimated to cost up to \$20,000.

Once the third party technical review is completed, the City of Kyle will pay the HDR invoice. Following payment, Gap Strategies will reimburse the City in full.

Principal in Charge Name: Jeff Barton

Principal in Charge Signature:  _____

Date: 12/23/21

Gap to reimburse City_12.23.21

Final Audit Report

2021-12-28

Created:	2021-12-23
By:	Joey Ochoa (joeyochoa7@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABmXezfDMYUF_HOtHLaZo3aD31ivEYxIG

"Gap to reimburse City_12.23.21" History

-  Document created by Joey Ochoa (joeyochoa7@gmail.com)
2021-12-23 - 7:24:36 PM GMT- IP address: 136.49.208.149
-  Document emailed to Jeff Barton (jeff@gapstrategies.com) for signature
2021-12-23 - 7:25:51 PM GMT
-  Email viewed by Jeff Barton (jeff@gapstrategies.com)
2021-12-24 - 6:17:37 AM GMT- IP address: 71.78.195.225
-  Document e-signed by Jeff Barton (jeff@gapstrategies.com)
Signature Date: 2021-12-28 - 2:30:12 AM GMT - Time Source: server- IP address: 71.78.195.225
-  Agreement completed.
2021-12-28 - 2:30:12 AM GMT



CITY OF KYLE, TEXAS

Installation of STOP sign at Ranger Drive and Gregg Drive

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* Approve an Ordinance regulating traffic, authorizing and directing the installation and erection of a stop sign for traffic control at the intersection of Ranger Drive and Gregg Drive in the city limits of Kyle. ~ *Leon Barba, P.E., City Engineer*

Other Information: The existing three-way intersection is located adjacent to Wallace Middle School. There are two (2) existing stop signs, one on Gregg Drive and the other on a private drive. A crosswalk is utilized to access a sidewalk across Ranger Drive.

Staff from the Kyle Police, Public Works, and Engineering Departments visited the subject intersection to observe the existing conditions. It was concluded that the intersection met traffic design criteria and needed another multi-way stop control device to mitigate conflicts near a location that generates high pedestrian volumes.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Ordinance
- Engineer's Memo
- Location Map

ORDINANCE NO. _____

AN ORDINANCE REGULATING TRAFFIC, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF A STOP SIGN FOR TRAFFIC CONTROL AT THE INTERSECTION OF RANGER DRIVE AND GREGG DRIVE IN THE CITY LIMITS OF KYLE; REPEALING ANY ORDINANCE OR RESOLUTION IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways within the City limits of the City of Kyle (the “City”) is essential and necessary to protect the traveling public and to preserve and protect the public safety of the City; and

WHEREAS, the: City Engineer, Director of Public Works, Chief of Police and City Council have reviewed the situation and issues that are the subject matter of this Ordinance; and

WHEREAS, the City Council of the City find that the safety and welfare of the citizens of the City requires that stop signs be provided at such points within the City;

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

SECTION 1: Findings. The recitals are hereby found to be true and correct and are hereby incorporated as part of this Ordinance.

SECTION 2: That all vehicles proceeding along the following streets shall come to a full stop immediately before reaching the intersections hereinafter set forth;

- AT THE INTERSECTION OF RANGER DRIVE AND GREGG DRIVE

SECTION 3: That at each place designated in Section 2 of this ordinance, for vehicles to stop in proceeding along the street, there shall be placed a sign, either in the surface of the street or at the side thereof, directing traffic to stop at such point, and no provisions of this ordinance for which signs are required shall be enforceable against an alleged violator, if at the time and place of the alleged violation the sign herein required is not in proper position and sufficiently legible to be seen by an ordinarily observant person.

SECTION 4: That it shall be unlawful for the operator of any vehicle to disobey the instructions of the stop sign placed in accordance with the provisions of this ordinance.

SECTION 5: That it shall be unlawful for any person to willfully deface, injure, move, remove, obstruct or interfere with any stop sign under the provisions of this ordinance.

SECTION 6: Any person violating any provisions of this Ordinance shall be subject to the penalty provided in Section 1-14 of the Code of Ordinances.

SECTION 7. Conflicting Ordinances or Resolutions. All resolutions or ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby REPEALED to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other resolution, code or ordinance of the City, or parts thereof, the terms and provisions of this ordinance shall govern.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

SECTION 9. Effective Date. This ordinance shall be effective from and after its approval and passage in accordance with the Texas Local Government Code and the city charter.

PASSED AND APPROVED on first reading this ___ day of _____, 2022.
FINALLY PASSED AND APPROVED on this ___ day of _____, 2022.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer A. Holm, City Secretary



CITY OF KYLE

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

Kyle, Texas 78640
Fax (512) 262-3915

MEMORANDUM

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

FROM: Jeff Prato, P.E., Engineer

DATE: December 21, 2021

SUBJECT: Multi-way Stop Investigation – Ranger Drive & Gregg Drive

The existing three-way intersection is located adjacent to Wallace Middle School. There are two (2) existing stop signs, one on Gregg Drive and the other on a private drive. A crosswalk is utilized to access a sidewalk across Ranger Drive. Ranger Drive runs generally north to south, and Gregg Drive runs east to west. The two streets are approximately 700 feet and 1500 feet respectively.

Staff from the Kyle Police, Public Works, and Engineering Departments visited the subject intersection to observe the existing conditions.

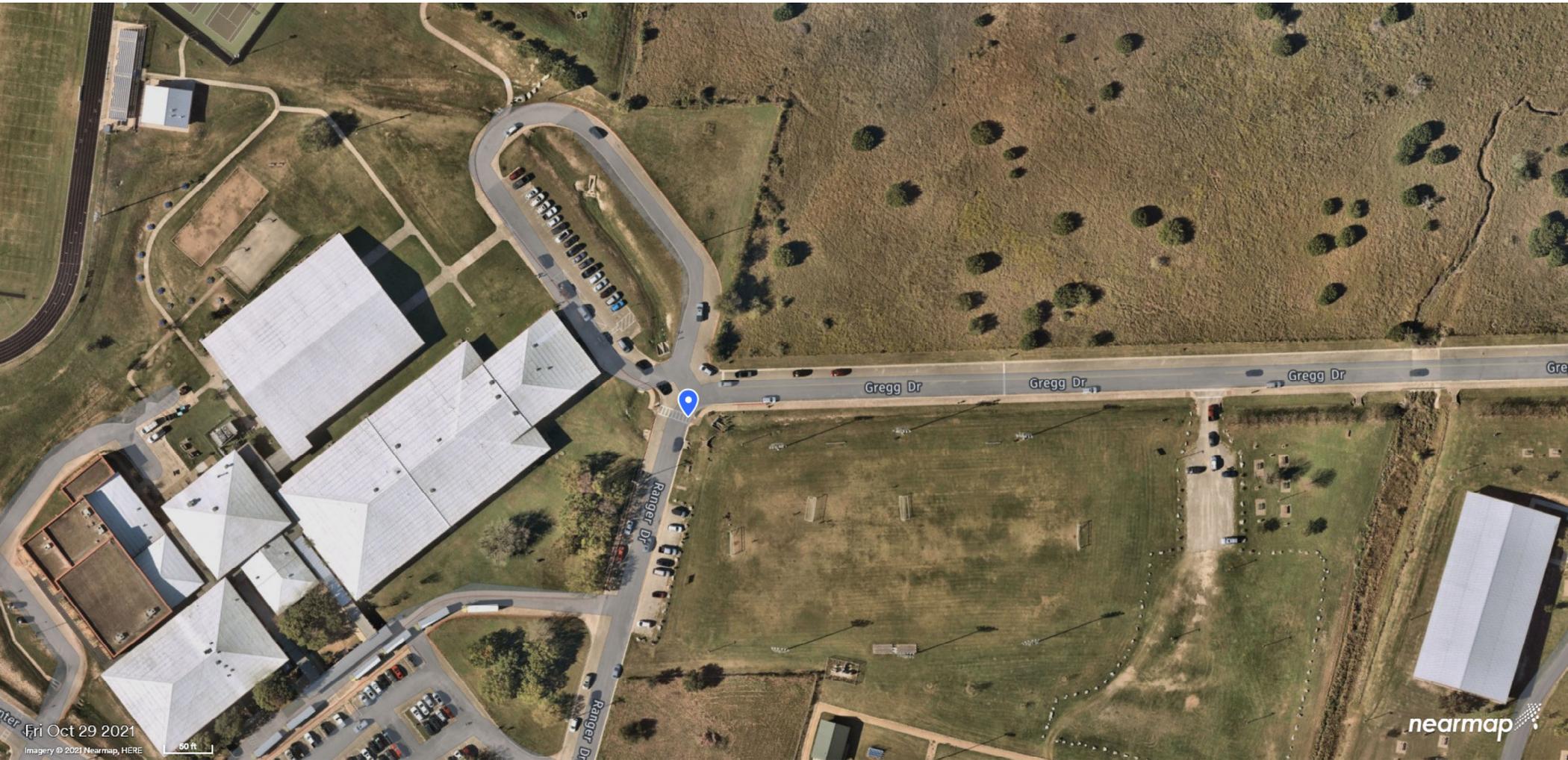
Based on staff observation, Guideline E (Optional Criterion 2) of the TMUTCD is met:

Criterion 2 - The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes.

Please let us know if we can provide any additional information.

Jeff Prato

Xc: Harper Wilder, Director of Public Works
Jeff Barnett, Chief of Police



Fri Oct 29 2021
Imagery © 2021 Nearmap, HERE
50 ft



CITY OF KYLE, TEXAS

La Verde - PEC Underground Agreement, Easement, & Work Order

Meeting Date: 1/4/2022
Date time: 7:00 PM

Subject/Recommendation: Approval of Underground Agreement, Utility Easement, and Work Order #150083 between PEDERNALES ELECTRIC COOPERATIVE, INC., and the City of Kyle for an amount not to exceed \$16,720.68 for electrical service installation to La Verde Park. ~ *Leon Barba, P.E., City Engineer*

Other Information: In order for PEC to provide power to the La Verde Park, permanent electric service needs to be connected. At the request of the City, PEC has submitted an exhibit showing the final design for required improvements. Upon approval of this item, the City will grant a utility easement and pay a work order fee associated with installation of equipment.

Legal Notes: N/A

Budget Information: Funding in the amount of \$16,720.68 is available in the approved budget for Fiscal Year 2021-2022 for the La Verde Park project as follows:

- 1530-63510-572220

ATTACHMENTS:

Description

- PEC Underground Agreement
- PEC Utility Easement
- Work Order

specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.

13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.

15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this _____ day of _____, _____.

[NAME OF DEVELOPER]

BY: _____

Name: _____

Title: _____

Pedernales Electric Cooperative, Inc.

BY: Allen Kristof

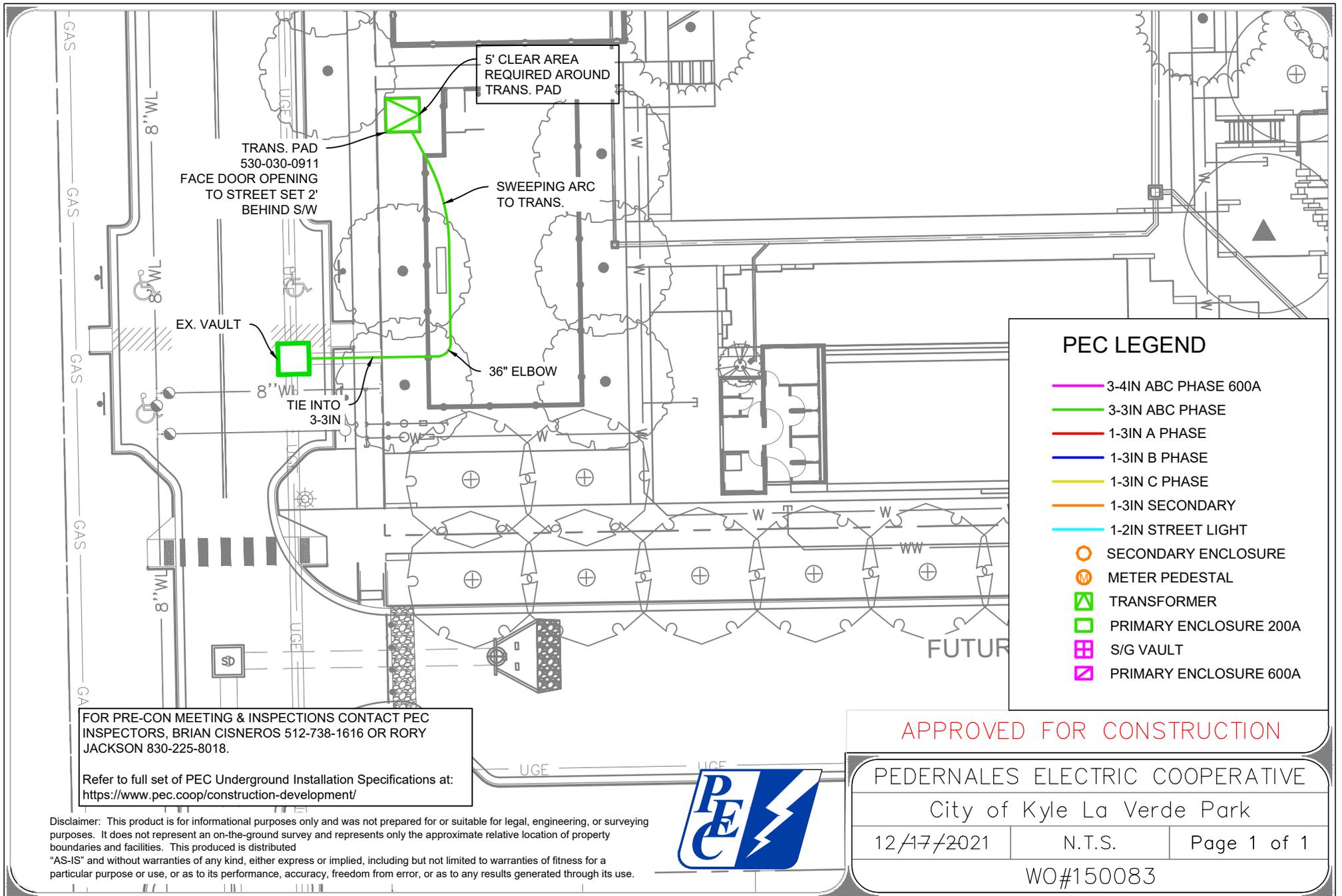
Name: Allen Kristof

Title: Designer

Exhibit A

DESCRIPTION AND LOCATION OF FACILITIES

La Verde Park, Burnham Street, Kyle, Texas



PEC LEGEND

- 3-4IN ABC PHASE 600A
- 3-3IN ABC PHASE
- 1-3IN A PHASE
- 1-3IN B PHASE
- 1-3IN C PHASE
- 1-3IN SECONDARY
- 1-2IN STREET LIGHT
- SECONDARY ENCLOSURE
- Ⓜ METER PEDESTAL
- ⊠ TRANSFORMER
- PRIMARY ENCLOSURE 200A
- ⊠ S/G VAULT
- ⊠ PRIMARY ENCLOSURE 600A

FOR PRE-CON MEETING & INSPECTIONS CONTACT PEC INSPECTORS, BRIAN CISNEROS 512-738-1616 OR RORY JACKSON 830-225-8018.

Refer to full set of PEC Underground Installation Specifications at: <https://www.pec.coop/construction-development/>

Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.



APPROVED FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE
City of Kyle La Verde Park

12/17/2021	N.T.S.	Page 1 of 1
WO#150083		

WITNESS my hand this _____ day of _____, 20_____.

(Printed Corporate or Business Name)

By: _____
(Printed General Partner or Manager Name)

(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, acting on behalf of _____
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

Notary Public in and for
The State of Texas



Pedernales Electric Cooperative
 1810 FM 150 West
 Kyle, Texas 78640
 pec.coop

QUOTE: 223738

Order Date: 12/22/2021
 Terms: Due Upon Receipt
 Expire Date: 03/22/2022

Contact: A.GIL/O.DELACRUZ

CITY OF KYLE
 C/O MR ANDY ALEJANDRO
 100 W CENTER ST
 KYLE TX 78640-9450

Account: 917048

Page 1 of 1

Description: WO#150083_CL_LH20_COK LA VERDE PARK

Instructions: Before construction can begin, payment of the total due and all pending application fees must be received in full at the Kyle District office. The total estimate is valid for 90 days from the date of this statement. If you have any questions, please contact Kyle District Engineering at 1 800 868 4791, extension 7525, Monday through Friday between 8 a.m. and 5 p.m.

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CIAC-LINE EXTENSIONS	Total Construction-Line Extensions	1.000	EA	16,720.6800	16,720.68	

MESSAGES

Direct Inquiries to:
 Kyle Planning Department
 1-877-372-0391, option 4
 Fax: 512-268-0328
 KylePlanning@peci.com

TOTAL ORDER AMOUNT:

\$ 16,720.68



CITY OF KYLE, TEXAS

Monarch Rate Stabilization Agreement

Meeting Date: 1/4/2022
Date time: 7:00 PM

Subject/Recommendation: Consider approval of an extension to the Rate Stabilization Agreement between Monarch Utilities I L.P. and City of Kyle. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Monarch - Kyle Settlement extension 12_13_2021
- Monarch-Kyle-Tariff 12_13_2021
- Kyle Final Order and Ordinance

MONARCH UTILITIES I L.P. RATE STABILIZATION AGREEMENT

This Rate Stabilization Agreement is effective on this ____ day of _____, 2021, and is between Monarch Utilities I L.P. (“Monarch”) and the City of Kyle (“City” or “Kyle”).

Monarch filed an application for a water and sewer rate/tariff change with the City on September 5, 2013. The City denied the rate increase in Ordinance No. 791 on March 18, 2014. Monarch appealed Kyle Ordinance No. 791 to the TCEQ on March 24, 2014. On July 31, 2014, Monarch and the City entered into the attached Settlement Agreement resolving TCEQ Docket No. 2014-0657-UCR, SOAH Docket No. 582-14-3862, and *Monarch Utilities I L.P.’s Petition for Review of Municipal Rate Ordinance*. The Settlement Agreement provided for rate stabilization and rate increases on an agreed upon schedule. The last increase under the Settlement Agreement occurred on January 1, 2021. Under the Settlement Agreement, the Rate Stabilization may be extended for another five years.

Monarch and the City have agreed to extend the Rate Stabilization for another five years, per the terms of the Settlement Agreement.

Monarch and the City agree to the following terms and conditions:

1. Monarch’s current monthly base rate and gallonage charge, as provided under the Settlement Agreement, are as follows:

Effective January 1, 2021		
Meter Size	Monthly Minimum Charge (Includes 0 gallons)	Gallonage Charge
5/8”	\$48.69	
3/4”	\$72.95	
1”	\$121.72	
1 1/2”	\$243.45	\$7.37 per 1,000 gallons 0 to 2,000 \$9.09 per 1,000 gallons 2,001 to 10,000
2”	\$389.52	\$10.29 per 1,000 gallons 10,001 to 20,000
3”	\$730.35	\$10.97 per 1,000 gallons 20,001 and thereafter
4”	\$1,217.25	
6”	\$2,525.67	
8”	\$3,895.21	

2. Rate Stabilization: Beginning January 1, 2022, annual increases to Monarch’s monthly base rate and gallonage charge for water service, barring an “Unforeseen Circumstance”, shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers for the South Region as published by the Bureau of Labor Statistics (“CPI”) over the prior calendar year as of October, not to exceed 3 percent.
3. Upon the occurrence of an event or circumstance that is not within the control of Monarch and that could not have been avoided by Monarch with the exercise of good faith, due diligence, and reasonable care (an “Unforeseen Circumstance”), Monarch shall be entitled to adjust water rates by an amount sufficient to compensate Monarch for additional costs resulting from such Unforeseen Circumstance (“Rate Adjustment”).

- a. Upon the occurrence of an Unforeseen Circumstance, Monarch may submit a request to the City detailing circumstances, the necessity of the Rate Adjustment, the increase sought, and the period of time such Rate Adjustment is to be in effect. Upon adequate showing as determined by the City Council, the City's approval of such a request will not be unreasonably withheld, and any request for a Rate Adjustment shall be deemed approved unless the City rejects the request in writing within forty-five (45) days of receipt.
 - b. For purposes of this Settlement Agreement, Unforeseen Circumstances shall include, without limitation: (1) an act of Nature (such as, but not limited to, fires, explosions, and floods); (2) war, hostilities, and acts or threats of terrorism; (3) a change in State or Federal policies, laws or regulations that significantly affect Monarch's cost of service (such as, but not limited to changes in policies, laws or regulations that require Monarch to make significant capital investments or modifications to applicable utility systems); (4) changes in fees imposed by any non-affiliated third-party water supplier or underground water district having jurisdiction over the Utility, consistent with the purchased water and/or district fee pass-through clause in Monarch's tariff on file with the Public Utility Commission of Texas.
 - c. If the City and Monarch cannot agree on whether a particular event is "unforeseen", the dispute will be submitted for binding arbitration to an arbitrator mutually agreed to by the parties. Both parties will equally share the cost of the arbitrator. In choosing an arbiter, former SOAH judges should be considered and the cost charged should be a factor as well.
4. The term of the Rate Stabilization contained in 2 above will be five years from January 1, 2022. The first increase under the Rate Stabilization will occur on January 1, 2022. The last increase under the Rate Stabilization will occur on January 1, 2027. By mutual consent, the Rate Stabilization may be extended for another five years.
5. The Rate Stabilization terminates upon any of the following:
 - A. The City initiates condemnation proceedings to acquire property, facilities, or equipment of Monarch;
 - B. The City seeks to or participates in efforts to change the laws of the State of Texas related to acquisition of utility assets and their associated Certificate of Convenience and Necessity ("CCN"); or
 - C. By mutual consent of the City and Monarch.
6. In the event the Rate Stabilization is terminated as provided in 5 above, Monarch's then current Public Utility Commission approved rates being charged Monarch's customers in the environs will be charged to Monarch's customers inside the City.
7. Monarch will continue to make prudent and necessary Capital Improvements as determined by Monarch to the water system serving residents of the City. Monarch and the City will meet annually to discuss and update a five-year Capital Improvements Program.
8. Monarch will provide the City with maps of the distribution system located within the City's incorporated limits and its ETJ.

9. This agreement does not waive any obligations or duties imposed on Monarch emanating from existing ordinances, regulations, state law, public right-of-way agreements, and franchise agreements.
10. Fees and charges in Section 1.02 shown on Attachment A will remain in force and effect for the term of this Rate Stabilization Agreement to all customers of Monarch receiving water service within the City.
11. Monarch will continue to provide a conservation rebate program similar to that of the City of Kyle.
12. On request from the City, Monarch will provide the three month winter average water usage for the City's computation of wastewater rates. The City will provide Monarch with a specific list of customers when requesting this information.

Monarch and the City have executed this Rate Stabilization Agreement and hereby agree that the effective date of this Settlement Agreement will be this ____ day of _____, 2021.

MONARCH UTILITIES I L.P.

BY: _____

NAME: _____

TITLE: _____

CITY OF KYLE, TEXAS

BY: _____

NAME: _____

TITLE: _____

WATER UTILITY TARIFF FOR

Monarch Utilities I L.P.
(Utility Name)

12535 Reed Rd.
(Business Address)

Sugar Land, TX 77478-2837
(City, State, Zip Code)

(866) 654-7992
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

12983

This tariff is effective in the following counties:

Hays

This tariff is effective in the following cities or unincorporated towns (if any):

Kyle

This tariff is effective in the portions of the following subdivisions and public water systems within the City of Kyle:

County	Water Systems	PWS ID	Subdivisions
Hays	Plum Creek	1050028	Amberwood, Indian Paintbrush, Prairie on the Creek, Silver Mills, Windy Hill Addition

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION 1.0 -- RATE SCHEDULE.....

SECTION 2.0 -- SERVICE RULES AND POLICIES.....

SECTION 2.12 -- SPECIFIC UTILITY SERVICE RULES AND REGULATIONS.....

SECTION 3.0 -- EXTENSION POLICY

SECTION 3.02-- SPECIFIC EXTENSION POLICY.....

SECTION 4.0 -- DROUGHT CONTINGENCY PLAN.....

APPENDIX A -- CONTRACT/APPLICATION FOR UTILITY SERVICE

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

Effective January 1, 2021		
Meter Size	Monthly Minimum Charge (Includes 0 gallons)	Gallage Charge
5/8"	\$48.69	\$7.37 per 1,000 gallons 0 to 2,000 \$9.09 per 1,000 gallons 2,001 to 10,000 \$10.29 per 1,000 gallons 10,001 to 20,000 \$10.97 per 1,000 gallons 20,001 and thereafter
3/4"	\$72.95	
1"	\$121.72	
1 1/2"	\$243.45	
2"	\$389.52	
3"	\$730.35	
4"	\$1,217.25	
6"	\$2,525.67	
8"	\$3,895.21	

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, MasterCard X, Visa X,
 Electronic Fund Transfer X

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS. AT THE CUSTOMER'S OPTION, ANY BILLING TRANSACTION OR COMMUNICATION MAY BE PERFORMED ON THE INTERNET. THIS INCLUDES THE UTILITY SENDING PAPERLESS BILLS BY EMAIL.

REGULATORY ASSESSMENT 1.0%

TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ON PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 – Miscellaneous Fees

TAP FEE \$700.00

TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" METER PLUS UNIQUE COSTS AS PERMITTED BY TCEQ RULE AT COST.

TAP FEE (Unique costs).....Actual Cost

FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

LARGE METER TAP FEE.....Actual Cost

TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 5/8" METERS.

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

- a) Non-payment of bill (Maximum \$25.00)..... \$25.00
- b) Customer's request..... \$50.00
or other reasons listed under Section 2.0 of this tariff

TRANSFER FEE..... \$45.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE 10%

A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$25.00

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)..... \$50.00

COMMERCIAL AND NON-RESIDENTIAL DEPOSIT 1/6TH EST. ANNUAL BILL

METER TEST FEE (actual cost of testing the meter up to) \$25.00

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

METER RELOCATION FEE Actual Relocation Cost, Not To Exceed Tap Fee

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER.

METER CONVERSION FEE..... Actual Cost To Convert That Meter

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMERS SERVICE DEMAND.

SEASONAL RECONNECTION FEE:

BASE RATE FOR METER SIZE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN LEAVE AND RETURN WITHIN A TWELVE MONTH PERIOD.

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 2.12 SPECIFIC UTILITY SERVICE RULES AND SECTION 3.02 UTILITY SPECIFIC EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

INCREASES IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 30 TAC 291.21(k)(2) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE TCEQ.

SUPPLEMENTAL EMERGENCY SERVICE FEE

APPLICABLE TO NONRESIDENTIAL WATER SERVICE CUSTOMERS THAT REQUIRE SUPPLEMENTAL SERVICE OVER AND ABOVE THEIR EXISTING WATER SERVICE FROM TIME TO TIME. USAGE TO BE DETERMINED BY CUSTOMER. THE MINIMUM DIAMETER FOR SUPPLEMENTAL SERVICE METER SHALL BE 2 INCHES.

MONTHLY SUPPLEMENTAL SERVICE RATE: \$13.43

PER INCH DIAMETER OF SERVICE CONNECTION METER

TEMPORARY WATER RATE:

Unless otherwise superseded by TCEQ order or rule, if the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or Item # 14

water sales, the Utility shall be authorized to increase its approved gallonage charge according to the formula:

$$TGC = cgc + \frac{(pr)(cgc)(r)}{(1.0-r)}$$

Where:

- TGC = temporary gallonage charge
- cgc = current gallonage charge
- r = water use reduction expressed as a decimal fraction (the pumping restriction)
- pr = percentage of revenues to be recovered expressed as a decimal fraction, for this tariff prr shall equal 0.5.

To implement the Temporary Water Rate, the utility must comply with all notice and other requirements of 30 TAC 291.21(l).

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE - ALL WATER SUBJECT TO FEE:

Changes in fees imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the following formula:

$$AG = G + B/(1-L),$$

Where:

- AG = adjusted gallonage charge, rounded to the nearest one cent:
- G = approved gallonage charge (per 1,000 gallons);
- B = change in purchased water/district gallonage charge (per 1,000 gallons);
- L = system average line loss for preceding 12 months not to exceed 0.15

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE – PORTION OF WATER SUBJECT TO FEE:

Upon notice from a water supplier of either an increase or a decrease in the cost of purchased water, the utility shall provide notice to customers and the Commission of its intent to implement rates imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through utility-wide as an adjustment to the water gallonage charge according to the following formula:

$$\text{Adjustment to the gallonage rate: } AG = (CP/GB) \times 1,000$$

$$\text{Adjustment to the minimum bill: } AMB = GMB \times AG$$

Where:

- CP: CP1 – CPO = Change in cost of purchased water
- CP1: Cost of purchased water during the most recent 12 month period at the new rates;
- CPO: Cost of purchased water during the most recent 12 month period at the previous rates;
- GMB: Number of gallons in the minimum bill, divided by 1,000; and
- GB: Number of gallons billed to customers in excess of the amount included in

the monthly minimum bill for the 12 Month period used above.

METER TAMPERING, DAMAGE OR DIVERSION FEE:

One time penalty per occurrence for tampering with or damaging a water meter or any appurtenance thereto including locks and meter boxes or service diversion of one hundred dollars (\$100.00).

FRANCHISE FEE PASS THROUGH CLAUSE:

Charges a municipality makes for use of streets and alleys pursuant to Tax Code §182.025 or other applicable state law not to exceed 2% or the actual amount charged by the municipality shall be passed through utility-wide as an adjustment to the sewer gallonage charge according to the following formula:

$$AG = G + B$$

Where:

AG = adjusted gallonage charge, rounded to the nearest one cent:

G = approved gallonage charge (per 1,000 gallons) and

B = projected franchise fees payable (per 1,000 gallons).

MONARCH UTILITIES I, L.P. SETTLEMENT AGREEMENT

This Settlement Agreement is effective on this 31st day of July, 2014, and is between Monarch Utilities I, L.P. ("Monarch") and the City of Kyle ("City" or "Kyle"), in TCEQ Docket No. 2014-0657-UCR, SOAH Docket No. 582-14-3862, *Monarch Utilities I, L.P.'s Petition for Review of Municipal Rate Ordinance*.

Monarch filed an application for a water and sewer rate/tariff change with the City on September 5, 2013. The City denied the rate increase in Ordinance No. 791 on March 18, 2014. Monarch appealed Kyle Ordinance No. 791 to the TCEQ on March 24, 2014. Monarch and Kyle enter into this Settlement Agreement to resolve the appeal of Kyle's Ordinance No. 791. Monarch and Kyle have negotiated this Settlement Agreement as a compromise that does not constitute an admission by either party as to the merits of any claim or defense in the underlying proceeding.

Monarch and the City agree to the following terms and conditions:

1. The City agrees to set Monarch's monthly base rate and gallonage charge at the proposed Phase I rate request effective August 1, 2014 and Phase II rate request effective January 1, 2016.

Phase I - Effective August 1, 2014		
Meter Size	Monthly Minimum Charge (Includes 0 gallons)	Gallonage Charge
5/8"	\$42.35	\$6.41 per 1,000 gallons 0 to 2,000 \$7.90 per 1,000 gallons 2,001 to 10,000 \$8.96 per 1,000 gallons 10,001 to 20,000 \$9.54 per 1,000 gallons 20,001 and thereafter
3/4"	\$63.52	
1"	\$105.87	
1 1/2"	\$211.74	
2"	\$338.78	
3"	\$635.21	
4"	\$1,058.68	
6"	\$2,117.35	
8"	\$3,387.76	

Phase II - Effective January 1, 2016		
Meter Size	Monthly Minimum Charge (Includes 0 gallons)	Gallonage Charge
5/8"	\$44.89	\$6.80 per 1,000 gallons 0 to 2,000 \$8.37 per 1,000 gallons 2,001 to 10,000 \$9.49 per 1,000 gallons 10,001 to 20,000 \$10.11 per 1,000 gallons 20,001 and thereafter
3/4"	\$67.33	
1"	\$112.22	
1 1/2"	\$224.44	
2"	\$359.10	
3"	\$673.32	
4"	\$1,122.20	
6"	\$2,244.39	
8"	\$3,591.03	

2. Rate Stabilization: Beginning January 1, 2017, annual increases to Monarch's monthly base rate and gallonage charge for water service, barring an "Unforeseen

Circumstance", shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers for the South Region as published by the Bureau of Labor Statistics ("CPI") over the prior calendar year as of October, not to exceed 3 percent.

3. Upon the occurrence of an event or circumstance that is not within the control of Monarch and that could not have been avoided by Monarch with the exercise of good faith, due diligence, and reasonable care (an "Unforeseen Circumstance"), Monarch shall be entitled to adjust water rates by an amount sufficient to compensate Monarch for additional costs resulting from such Unforeseen Circumstance ("Rate Adjustment").
 - a. Upon the occurrence of an Unforeseen Circumstance, Monarch may submit a request to the City detailing circumstances, the necessity of the Rate Adjustment, the increase sought, and the period of time such Rate Adjustment is to be in effect. Upon adequate showing as determined by the City Council, the City's approval of such a request will not be unreasonably withheld, and any request for a Rate Adjustment shall be deemed approved unless the City rejects the request in writing within forty five (45) days of receipt.
 - b. For purposes of this Settlement Agreement, Unforeseen Circumstances shall include, without limitation: (1) an act of Nature (such as, but not limited to, fires, explosions, and floods); (2) war, hostilities, and acts or threats of terrorism; (3) a change in State or Federal policies, laws or regulations that significantly affect Monarch's cost of service (such as, but not limited to changes in policies, laws or regulations that require Monarch to make significant capital investments or modifications to applicable utility systems).
 - c. If the City and Monarch cannot agree on whether a particular event is "unforeseen", the dispute will be submitted for binding arbitration to an arbitrator mutually agreed to by the parties. Both parties will equally share the cost of the arbitrator. In choosing an arbiter, former SOAH judges should be considered and the cost charged should be a factor as well.
4. The term of the Rate Stabilization contained in 2 above will be five years from January 1, 2016. The first increase under the Rate Stabilization will occur on January 1, 2017. The last increase under the Rate Stabilization will occur on January 1, 2021. By mutual consent, the Rate Stabilization may be extended for another five years.
5. The Rate Stabilization terminates upon any of the following:
 - A. The City initiates condemnation proceedings to acquire property, facilities, or equipment of Monarch;

- B. The City seeks to or participates in efforts to change the laws of the State of Texas related to acquisition of utility assets and their associated Certificate of Convenience and Necessity ("CCN"); or
 - C. The City makes the election allowed in 14 below.
6. In the event the Rate Stabilization is terminated as provided in 5 above, Monarch's then current rates being charged Monarch's customers in the environs will be charged to Monarch's customers inside the City.
 7. Monarch will continue to make prudent and necessary Capital Improvements as determined by Monarch to the water system serving residents of the City. Monarch and the City will meet annually to discuss and update a five-year Capital Improvements Program
 8. Monarch will provide the City with maps of the distribution system located within the City's incorporated limits and its ETJ.
 9. This agreement does not waive any obligations or duties imposed on Monarch emanating from existing ordinances, regulations, state law, public right-of-way agreements, and franchise agreements.
 10. Monarch will withdraw its TCEQ appeal of the City's rate ordinance upon the City's approval of this Settlement Agreement.
 11. Monarch and the City will each bear their own expenses related to the rate application.
 12. Monarch will not surcharge its customers within the City to collect the revenue for the difference between the rates approved in this Settlement Agreement and the rates charged to customers beginning on the application's proposed effective date of January 1, 2014.
 13. Fees and charges in Section 1.02 shown on Attachment A will remain in force and effect for the term of this Settlement Agreement to all customers of Monarch receiving water service within the City.
 14. Monarch submitted the September 3, 2013 application to the Texas Commission of Environmental Quality ("TCEQ") to change rates charged to customers outside the City. If Monarch enters into a settlement agreement with the parties in TCEQ Docket No. 2014-0413-UCR, SOAH Docket No. 582-14-3381 ("Environs Case Settlement Agreement") that has rates lower than this Settlement Agreement, within 45 days of the TCEQ Executive Director's Final Approval, the City may elect to adopt the terms of the Environs Case Settlement Agreement within the City. If the City makes this election, the terms of this Settlement Agreement are no longer binding on Monarch or the City and the terms in the Environs Case Settlement Agreement will apply.

Additionally, Monarch is not required to make any refunds if the City makes this election.

15. Monarch will provide a conservation rebate program similar to that of the City of Kyle.

16. On request from the City, Monarch will provide the three months winter average water usage for the City's computation of wastewater rates. The City will provide Monarch with a specific list of customers when requesting this information.

Monarch and the City have executed this Settlement Agreement and hereby agree that the effective date of this Settlement Agreement will be this 31st day of July, 2014.

MONARCH UTILITIES I, L.P.

BY: Charles W. Profilet, Jr.

NAME: CHARLES W. PROFILET, JR.

TITLE: PRESIDENT

CITY OF KYLE, TEXAS

BY: R. Todd Webster

NAME: R. Todd Webster

TITLE: Mayor, City of Kyle

Attachment A

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

~~Phase I - Rates Effective January 1, 2014~~

METER SIZE	MONTHLY MINIMUM RATE	GALLONAGE CHARGE
5/8"	\$43.91 (INCL. 0 GAL.)	\$6.65 per 1,000 gallons 0 to 2,000
3/4"	\$65.87	\$8.19 per 1,000 gallons 2,001 to 10,000
1"	\$109.78	\$9.29 per 1,000 gallons 10,001 to 20,000
1 1/2"	\$219.55	\$9.89 per 1,000 gallons 20,001 and thereafter
2"	\$352.28	
3"	\$658.65	
4"	\$1,097.75	
6"	\$2,195.50	
8"	\$3,512.80	

~~Phase II - Rates Effective July 1, 2014~~

METER SIZE	MONTHLY MINIMUM RATE	GALLONAGE CHARGE
5/8"	\$45.88 (INCL. 0 GAL.)	\$6.95 per 1,000 gallons 0 to 2,000
3/4"	\$68.82	\$8.56 per 1,000 gallons 2,001 to 10,000
1"	\$114.70	\$9.70 per 1,000 gallons 10,001 to 20,000
1 1/2"	\$229.40	\$10.34 per 1,000 gallons 20,001 and thereafter
2"	\$367.04	
3"	\$688.20	
4"	\$1,147.00	
6"	\$2,294.00	
8"	\$3,670.40	

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, MasterCard X, Visa X,

Electronic Fund Transfer X

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS. AT THE CUSTOMER'S OPTION, ANY BILLING TRANSACTION OR COMMUNICATION MAY BE PERFORMED ON THE INTERNET. THIS INCLUDES THE UTILITY SENDING PAPERLESS BILLS BY EMAIL.

REGULATORY ASSESSMENT..... 1.0%

TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fees

TAP FEE..... \$700.00

TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" METER PLUS UNIQUE COSTS AS PERMITTED BY TCEQ RULE AT COST.

TAP FEE (Unique costs) Actual Cost

FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

LARGE METER TAP FEE Actual Cost

TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 5/8" METERS.

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

- a) Non-payment of bill (Maximum \$25.00) \$25.00
- b) Customer's request \$50.00
or other reasons listed under Section 2.0 of this tariff

TRANSFER FEE \$45.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE 10%
A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE \$25.00

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) \$50.00

COMMERCIAL AND NON-RESIDENTIAL DEPOSIT 1/6TH EST. ANNUAL BILL

METER TEST FEE (actual cost of testing the meter up to) \$25.00
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

METER RELOCATION FEE Actual Relocation Cost, Not To Exceed Tap Fee
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER.

METER CONVERSION FEE Actual Cost To Convert That Meter
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMERS SERVICE DEMAND.

SEASONAL RECONNECTION FEE:
BASE RATE FOR METER SIZE TIMES NUMBER OF MONTHS OFF THE SYSTEM NOT TO EXCEED SIX MONTHS WHEN LEAVE AND RETURN WITHIN A TWELVE MONTH PERIOD.

LINE EXTENSION AND CONSTRUCTION CHARGES:
REFER TO SECTION 2.20 SPECIFIC UTILITY SERVICE RULES AND SECTION 3.20 UTILITY SPECIFIC EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:
INCREASES IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 30 TAC 291.21(k)(2) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE TCEQ.

SUPPLEMENTAL EMERGENCY SERVICE FEE
APPLICABLE TO NONRESIDENTIAL WATER SERVICE CUSTOMERS THAT REQUIRE SUPPLEMENTAL SERVICE OVER AND ABOVE THEIR EXISTING WATER SERVICE FROM TIME TO TIME. USAGE TO BE DETERMINED BY CUSTOMER. THE MINIMUM DIAMETER FOR SUPPLEMENTAL SERVICE METER SHALL BE 2 INCHES.

MONTHLY SUPPLEMENTAL SERVICE RATE: \$13.43
PER INCH DIAMETER OF SERVICE CONNECTION METER

TEMPORARY WATER RATE:
Unless otherwise superseded by TCEQ order or rule, if the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to increase its approved gallonage charge

according to the formula:

$$TGC = cgc + \frac{(pr)(cgc)(r)}{(1.0-r)}$$

Where:

- TGC = temporary gallonage charge
- cgc = current gallonage charge
- r = water use reduction expressed as a decimal fraction (the pumping restriction)
- pr = percentage of revenues to be recovered expressed as a decimal fraction, for this tariff prr shall equal 0.5.

To implement the Temporary Water Rate, the utility must comply with all notice and other requirements of 30 TAC 291.21(l).

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE - ALL WATER SUBJECT TO FEE:

Changes in fees imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the following formula:

$$AG = G + B/(1-L),$$

Where:

- AG = adjusted gallonage charge, rounded to the nearest one cent;
- G = approved gallonage charge (per 1,000 gallons);
- B = change in purchased water/district gallonage charge (per 1,000 gallons);
- L = system average line loss for preceding 12 months not to exceed 0.15

PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE – PORTION OF WATER SUBJECT TO FEE:

Upon notice from a water supplier of either an increase or a decrease in the cost of purchased water, the utility shall provide notice to customers and the Commission of its intent to implement rates imposed by any non-affiliated third party water supplier or underground water district having jurisdiction over the Utility shall be passed through utility-wide as an adjustment to the water gallonage charge according to the following formula:

$$\text{Adjustment to the gallonage rate: } AG = (CP/GB) \times 1,000$$

$$\text{Adjustment to the minimum bill: } AMB = GMB \times AG$$

Where:

- CP: $CP_1 - CPO$ = Change in cost of purchased water
- CP1: Cost of purchased water during the most recent 12 month period at the new rates;
- CPO: Cost of purchased water during the most recent 12 month period at the previous rates;
- GMB: Number of gallons in the minimum bill, divided by 1,000; and
- GB: Number of gallons billed to customers in excess of the amount included in the monthly minimum bill for the 12 Month period used above.

METER TAMPERING, DAMAGE OR DIVERSION FEE:

One time penalty per occurrence for tampering with or damaging a water meter or any appurtenance thereto including locks and meter boxes or service diversion

of one hundred dollars (\$100.00).

FRANCHISE FEE PASS THROUGH CLAUSE:

Charges a municipality makes for use of streets and alleys pursuant to Tax Code §182.025 or other applicable state law not to exceed 2% or the actual amount charged by the municipality shall be passed through utility-wide as an adjustment to the sewer gallonage charge according to the following formula:

$$AG = G + B$$

Where:

AG = adjusted gallonage charge, rounded to the nearest one cent:

G = approved gallonage charge (per 1,000 gallons) and

B = projected franchise fees payable (per 1,000 gallons).



CITY OF KYLE, TEXAS

Verizon Lease Agreement - First Amendment (Dove Hollow/Plum Creek EST)

Meeting Date: 1/4/2022
Date time: 7:00 PM

Subject/Recommendation: Authorize the first amendment to lease agreement with Dallas MTA, L.P., d/b/a Verizon Wireless, for the installation and maintenance of telecommunications equipment and appurtenances; use of certain rights-of-way for purposes of access. ~ *Harper Wilder, Director of Public Works*

Other Information: The initial lease agreement between the City of Kyle and Dallas MTA, L.P., d/b/a Verizon Wireless, was executed December 14, 2014. Agreement provided access for installation and maintenance of telecommunications equipment and appurtenances in exchange for monetary compensation in an amount of \$1,800 per month for five (5) years. Agreement is to renew for four (4) additional five (5) year terms, and could be terminated at the sole discretion of the LESSEE (Verizon Wireless) at the end of each term. Each subsequent renewal, the lease amount is to increase as shown in section 6, "EXTENSION RENTALS" of "Original Lease Agreement"

The LESSOR (City of Kyle) is needing to rehabilitate the Plum Creek Elevated Storage Tank located, which is located at the site described in the agreement as Dove Hollow. Rehabilitation requires Verizon Wireless equipment to be removed and relocated to a temporary location. Representatives from both parties came to mutual agreement that temporary removal and relocation now and in the future, be done at LESSEE'S (Verizon Wireless) expense. In exchange, City would agree to reduce monthly compensation and an extend lease agreement. New commencement date and annual rental shown in paragraphs "4" and "5" of "First Amendment to Lease Agreement".

Legal Notes: N/A

Budget Information:

ATTACHMENTS:

Description

- Original Lease Agreement
- First Amendment to Lease Agreement

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") made this 17 day of Dec, 2014, between The City of Kyle, Texas, with its principal offices at 100 W. Center St., Kyle, Texas 78640 ("LESSOR") and Dallas MTA, L.P., d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE may be collectively referred to as "Parties" or individually as "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, Parties hereto agree as follows:

1. LEASED PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space ("Tower Space") on LESSOR's water tower ("Tower"), located at 172 Kirkham Circle, Kyle, Hays County, Texas, being described in Deed Book 4424 at Page 16 as recorded in the Office of County Clerk of Hays County, Texas (the entirety of LESSOR's property being referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty-foot (20') wide right-of-way extending from the nearest public right-of-way to the Land Space; and together with any further rights- of-way ("Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right-of-Way and Further Rights-of- Way, if any, are substantially described in Exhibit "A" attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises."

In the event any public utility is unable to use the Right-of-Way or Further Rights-of-Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the public utility at no cost to LESSEE.

2. USE OF PREMISES. LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.
3. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Costs for such work shall be paid by LESSEE.
4. TERM; RENTAL; ELECTRICAL.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the

Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$21,600.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 26 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, the Agreement shall commence on the 1st day of the following month ("Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13. Upon prior written agreement of Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation ("Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation acceptable to LESSEE in LESSEE's reasonable discretion evidencing LESSOR's good and sufficient title to and/or interest in the Property; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 26. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and, notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or

other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

LESSOR shall at all times during the Term make available electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall at its own expense furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
6. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$23,760.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$26,136.00; the annual rental for the third (3rd) five (5) year extension term shall be increased to \$28,749.60; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$31,624.56.
7. INTENTIONALLY DELETED.
8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.
9. APPEALS OF TAX ASSESSMENTS. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction,

credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

10. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected, (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory, (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

11. INDEMNIFICATION. Subject to Paragraph 12 below, LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

12. INSURANCE.

LESSOR hereby waives and releases any and all rights of action for negligence against LESSEE which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage.

LESSEE shall at its own cost and expense maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured.

13. LIMITATION OF LIABILITY. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
14. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. Only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises without the prior consent of LESSEE.
15. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 36 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is

- fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
 - c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
 - d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
 - e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.
16. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
17. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. All of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 17 and this Paragraph 18, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 18 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.
19. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.
20. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens,

judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Kyle, Texas
100 W. Center St.
Kyle, Texas 78640

LESSEE: Dallas MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

28. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

30. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach,

provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

33. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by

reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

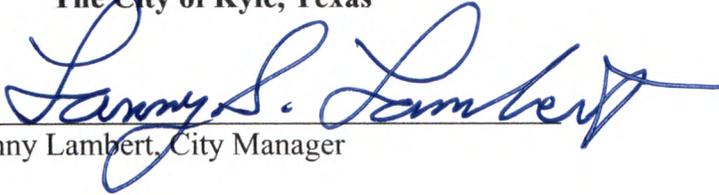
(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals this [REDACTED]

17 day of Dec, 2014.

LESSOR: The City of Kyle, Texas

By:


Lanny Lambert, City Manager

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless

**By: Verizon Wireless Texas, LLC,
its General Partner**

By:


Aparna Khurjekar, Area Vice President Network

City of Kyle, Texas
Reviewed By:
 6-17-14
Ken Johnson, City Attorney Date

City of Kyle, Texas
Reviewed By:

Ken Johnson, City Attorney
Date

EXHIBIT "A" (SKETCH OF PREMISES WITHIN PROPERTY)

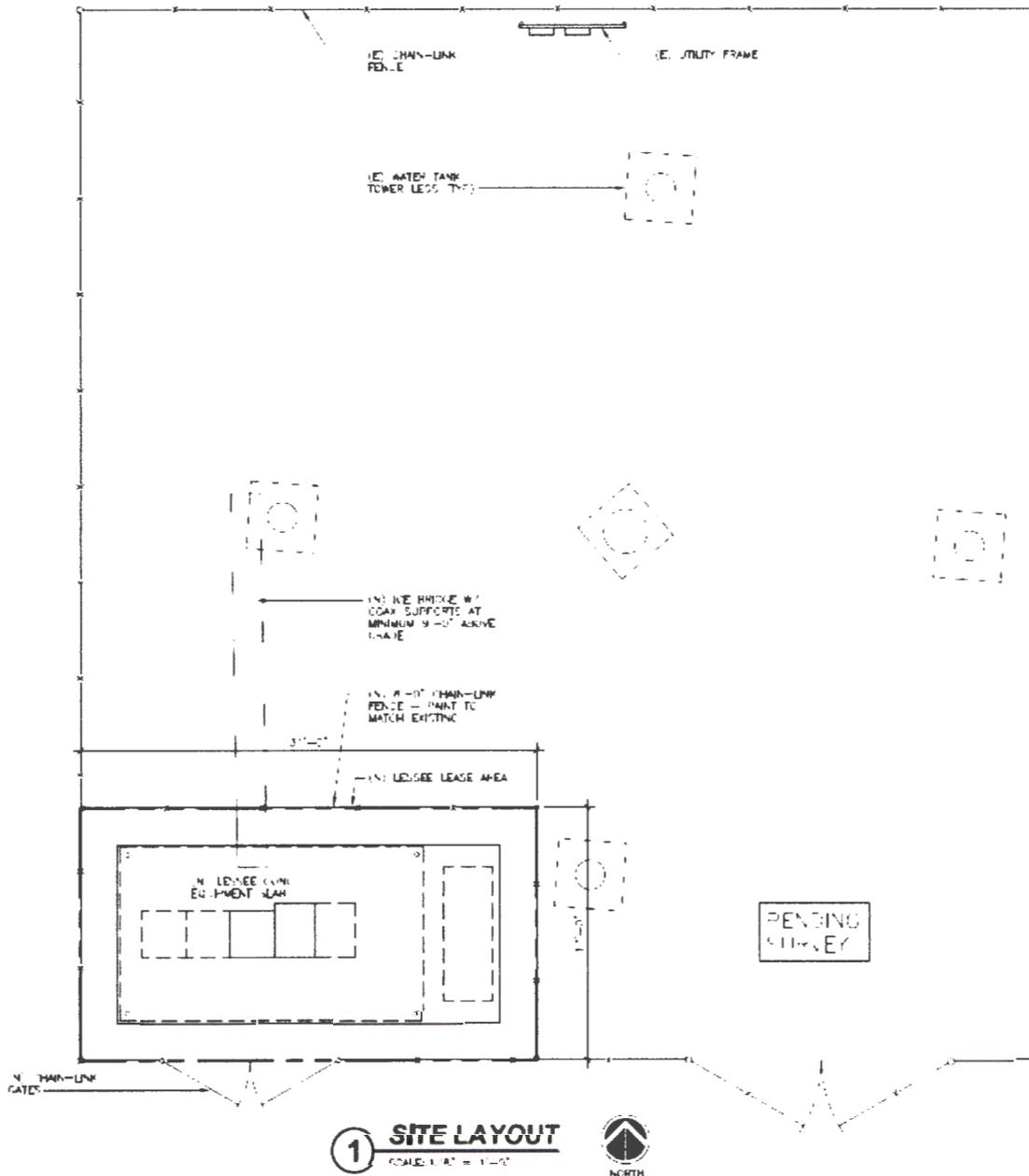


EXHIBIT "B"
EQUIPMENT TO BE INSTALLED

LESSEE is authorized to install and maintain the following equipment:

Antennas: Twelve (12) panel antennas @ 85' centerline

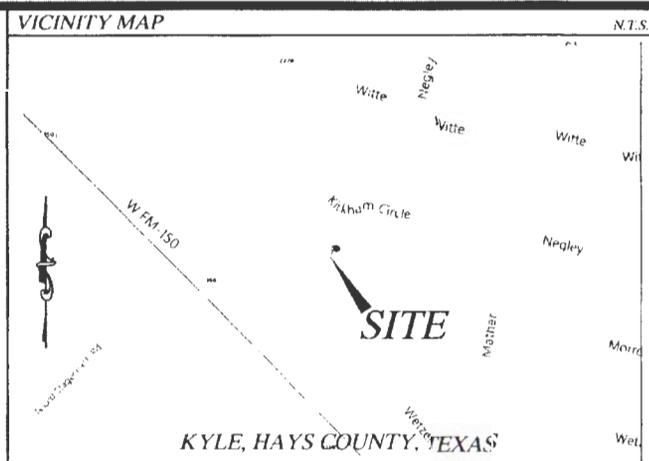
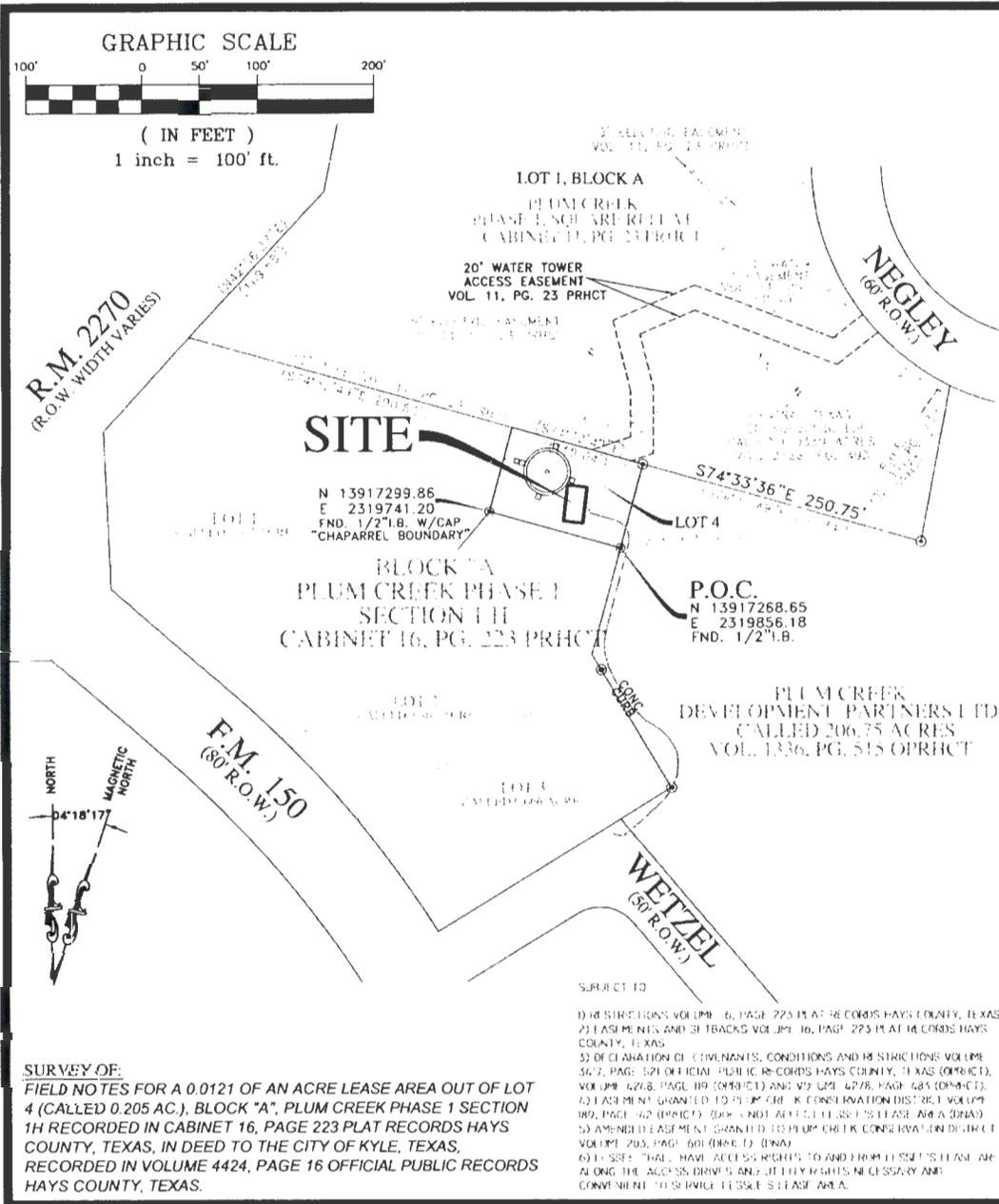
Number of transmission lines: Two (2) hybrid flex cables
Three (3) home run RET cables
Six (6) hybrid flex sector cables

Misc. Equipment: Six (6) RRHs
RET system (RET units, modems, bias-T's, cables,
jumpers, distribution/junction boxes, etc.)

Equipment Shelter

EXHIBIT "C"
(SURVEY)
(SEE ATTACHED)

LESSEE Site Name: Dove Hollow
Exhibit C



LEGEND

△ = SET 600 MAR.	○ = OVERHEAD LINE
▲ = SET MAG MAR W/DISK SOLIS-KANAK PER RECORD	- x - = WIRE FENCE
() = DENOTES BEARINGS & DISTANCES	● = SET 1/2" IRON BAR W/ SOLIS-KANAK CAP
⊙ = 1/2" IRON BAR FOUND UNLESS OTHERWISE NOTED.	⊙ = WFF CONC. MONUMENT
⊕ = UTILITY POLE	PLAT = PLUM CREEK PHASE 1H CAB. 16, PG. 223 PRHCT

FLOOD ZONE

This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map: FIRM #8209C0270F, Effective date SEPTEMBER 2, 2005. This property appears in Zone "X," areas of minimal flooding, shown on the map. No warranty is expressed or implied is made regarding the accuracy of the National Flood Insurance program Map.

PROJECT INFORMATION

SITE NAME: DOVE HOLLOW

OWNER/LESSOR NAME: CITY OF KYLE

SITE ADDRESS: 172 KIRKHEM CIRCLE, KYLE, TX 78640

LATITUDE: 30° 00' 44.65" N LONGITUDE: 97° 53' 24.14" W

GROUND ELEVATION: 829.5' AMSL

LATITUDE NORTH: 30° 00' 44.65" 30° 00' 45.91"

LONGITUDE WEST: 97° 53' 24.14" 97° 53' 23.02"

SYSTEM: GLOIDE TIC GLOIDE TIC

DATUM TRANS: NAD 1983 NAD 1977

ELLIPSOID: GRS 1980 CLARK 866

NOTES:

- 1) ALL ELEVATIONS ARE MEAN SEA LEVEL. (NORTH AMERICAN VERTICAL DATUM OF 1988)
- 2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE
- 3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTOR CERTIFICATE BY TEXAS ABSTRACT SERVICES RECORDS DATED OCTOBER 7TH, 2015.
- 4) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE (NAD 83).

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO VERON WIRELESS, ARCH-COM, INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST THAT THIS SURVEY WAS MADE ACCORDING TO THE RULES AND STATUTES OF THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR PROFESSIONAL SURVEYING, CONCERNING SURVEYING.

Clinton Kanak
CLINTON L. KANAK, S.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 44599



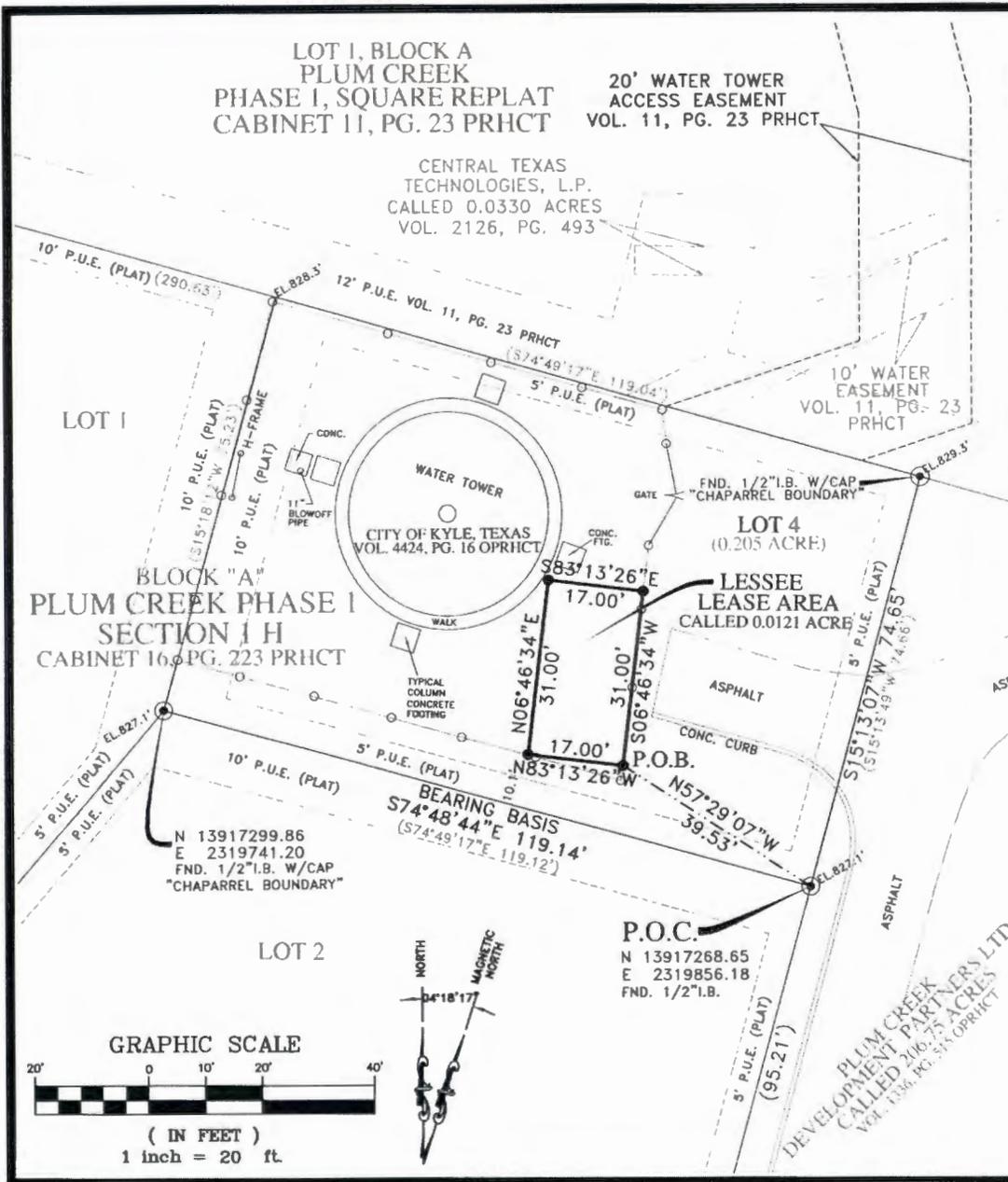
DOVE HOLLOW
KYLE,
HAYS COUNTY, TX



Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

JOB NUMBER: 13 0374
DATE: 10 08 14
REV. 1:

DRAWN BY: A.A.M.F.
REVISOR BY:
SHEET NO.
1 of 2



Lessee
Lease Area
Dove Hollow

Field notes for a 0.0121 of an acre lease area out of Lot 4 (called 0.205 ac.), Block "A", Plum Creek Phase 1 Section 1H recorded in Cabinet 16, Page 223 Plat Records Hays County, Texas, in deed to the City of Kyle, Texas, recorded in Volume 4424, Page 16 Official Public Records Hays County, Texas (OPRHCT) and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates South Central Zone (NAD 83);

Commencing: at a found 1/2" iron bar (N 13917268.65, E 2319856.18) marking the southeast corner of said Lot 4, the northeast corner of Lot 2 of said Block "A" and lying on the westerly line of a called 206.75 acre tract of land in deed to Plum Creek Development Partners LTD, recorded in Volume 1336, Page 515 OPRHCT, being S 74° 48' 44" E (Bearing Basis), 119.14 feet (called S 74° 49' 17" E, 119.12 feet), from a found 1/2" iron bar (N 13917299.86, E 2319741.20) with cap (Chaparrel Boundary) marking the southwest corner of said Lot 4 and the northwest corner of said Lot 2, also being S 15° 13' 07" W, 74.65 feet (called S 15° 13' 49" W, 74.66 feet), from a found 1/2" iron bar marking the northeast corner of said Lot 4;

Thence: N 57° 29' 07" W, 39.53 feet, into said Lot 4, to a set 1/2" iron bar with cap (Solis-Kanak) for the southeast corner and the **Place of Beginning** of the herein described lease area;

Thence: N 83° 13' 26" W, 17.00 feet, along the south line of the herein described lease area, to a set 1/2" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described lease area;

Thence: N 06° 46' 34" E, 31.00 feet, along the west line of the herein described lease area, to a set 1/2" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;

Thence: S 83° 13' 26" E, 17.00 feet, along the north line of the herein described lease area, to a set 1/2" iron bar with cap (Solis-Kanak) for the northeast corner of the herein described lease area;

Thence: S 06° 46' 34" W, 31.00 feet, along the east line of the herein described lease area, to the **Place of Beginning** and containing 0.0121 of an acre of lease area more or less.

DOVE HOLLOW
KYLE,
HAYS COUNTY, TX



Assoc/Comm Design, Inc. Architects
1840 Lorchville-Johns, Suite 101
San Antonio, Texas 78213
(11/20/2018-9/20/20)

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012



JOB NUMBER: 13-0374
DATE: 10-08-14
REV. I:

DRAWN BY: A.A./M.H.
REVISED BY:

SHEET NO.
2 of 2

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") is made and entered into this _____ day of _____, 2021 (the "Amendment Effective Date"), by and between THE CITY OF KYLE, TEXAS ("Lessor"), and CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Lessor and Lessee's predecessor-in-interest, Dallas MTA, L.P., are party to that certain Lease Agreement dated December 17, 2014 (the "Agreement"), pursuant to which Lessor leases to Lessee certain premises on Lessor's property commonly known as the Plum Creek Elevated Storage Tank and located at 172 Kirkham Circle, Kyle, Hays County, Texas and as more particularly described therein;

WHEREAS, as a result of certain transactions which occurred on December 31, 2018, Verizon Wireless (VAW) LLC ("VAW") became the sole partner of Dallas MTA, L.P. ("Partnership") and the Partnership was dissolved by operation of law;

WHEREAS, VAW subsequently distributed to Lessee the assets and liabilities of the Partnership previously held by VAW as a result of the Partnership's dissolution; and

WHEREAS, Lessor and Lessee desire to amend certain terms of the Agreement as provided herein for the purpose of Lessor undertaking repairs on the entirety of the Tower.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Capitalized terms not defined herein shall have the same meanings ascribed to such terms in the Agreement.
2. This Amendment shall be effective as of the Amendment Effective Date. The Parties hereby agree that, commencing upon the first day of the month immediately following the Amendment Effective Date (the "New Commencement Date"), the new monthly rental rate under the Agreement shall be One Thousand Four Hundred Eighty and XX/100 Dollars (\$1,480.00).
3. Section 2 (Use of Premises) is amended to include the following paragraphs:

For the avoidance of doubt, the Parties hereby agree that in addition to the six (6) panel antennae currently installed within the Tower Space, Lessee may install up to six (6) additional antennae for a total of twelve (12) antennae as described in Exhibit "B" of the Agreement.

Antennae not installed on the Tower as of the Amendment Effective Date shall be designed and approved by a Texas licensed professional engineer to ensure that mounting an altogether new antenna will not affect the integrity or operation of the Tower. An antenna not previously on the Tower shall be mounted at approximately the same centerline as Lessee's existing antennae. Lessee's equipment shall be painted or constructed of materials to match the color

of the Tower as closely as possible in order to reduce the visibility of the equipment.

4. Section 5 (Extensions) is hereby deleted in its entirety and replaced with the following:

“The current term of this Agreement is hereby extended for a period of five (5) years, beginning upon the New Commencement Date. Thereafter, the Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates it at the end of the then-current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then-current term.”

5. Section 6 (Extension Rentals) is hereby deleted in its entirety and replaced with the following:

“The annual rental for the current term (*i.e.*, for the five (5) year period beginning upon the New Commencement Date shall be \$17,760.00; the annual rental for the first (1st) five (5) year extension term shall be increased to \$19,536.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$21,489.60; the annual rental for the third (3rd) five (5) year extension term shall be increased to \$23,638.56; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$26,002.42.”

6. Notwithstanding anything to the contrary in the Agreement, Lessee must provide to Lessor written notice of its intent to modify or add to Lessee’s antennae on the Tower. Said notice shall be submitted to Lessor at least fifteen (15) business days prior to the date upon which Lessee proposes to begin modifying, or adding to, Lessee’s antennae on the Tower. Any work in connection with such modifications or additions to Lessee’s antennae shall be (a) undertaken in accordance with construction plans and a structural analysis reviewed and approved by a Texas licensed professional engineer and (b) coordinated with Lessor’s Public Works Department.

7. The final paragraph of Section 15 (Tower Compliance) is hereby deleted in its entirety and replaced with the following:

“Lessee agrees to relocate its equipment on a temporary basis to another location on the Property, which location shall be mutually agreed to by the Parties (the “Temporary Location”), provided that the following conditions are satisfied:

- a) Lessor may require that Lessee relocate its equipment for the purpose of Lessor performing maintenance, repair, or similar work upon the Tower;
- b) The Temporary Location is similar to Lessee’s existing location in size and fully compatible for Lessee’s use;
- c) Lessor and Lessee agree that Lessee shall temporarily relocate its communications equipment within the area of the Property shown and marked on Exhibit D to this Amendment or to such other area as the Parties may otherwise mutually agree to;
- d) Lessee pays all costs incurred by Lessee for relocating Lessee’s equipment to the Temporary Location and improving the Temporary Location so that it is fully compatible for Lessee’s use;
- e) Lessor gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate;
- f) Lessee’s use at the Premises is not interrupted or diminished during the relocation;

- g) Upon Lessor delivering to Lessee written notification that the maintenance work or repairs by Lessor have been completed and that the Tower Space is cleared for reinstalling the temporarily relocated equipment or installing new equipment, Lessee is permitted to return to its original location from the Temporary Location with all costs for the return being paid by Lessee.
8. The Parties hereby reaffirm their rights and obligations under the Agreement as modified by this Amendment. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. The Agreement and this Amendment contain all agreements, promises or understandings between Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy, or proceeding at law; any addition, variation or modification to the Agreement or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement or this Amendment.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date indicated above.

Lessor:

City of Kyle, Texas

By: _____

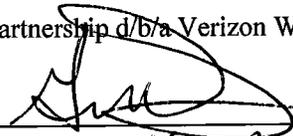
Name: _____

Title: _____

Date: _____

Lessee:

Cellco Partnership d/b/a Verizon Wireless

By:  _____

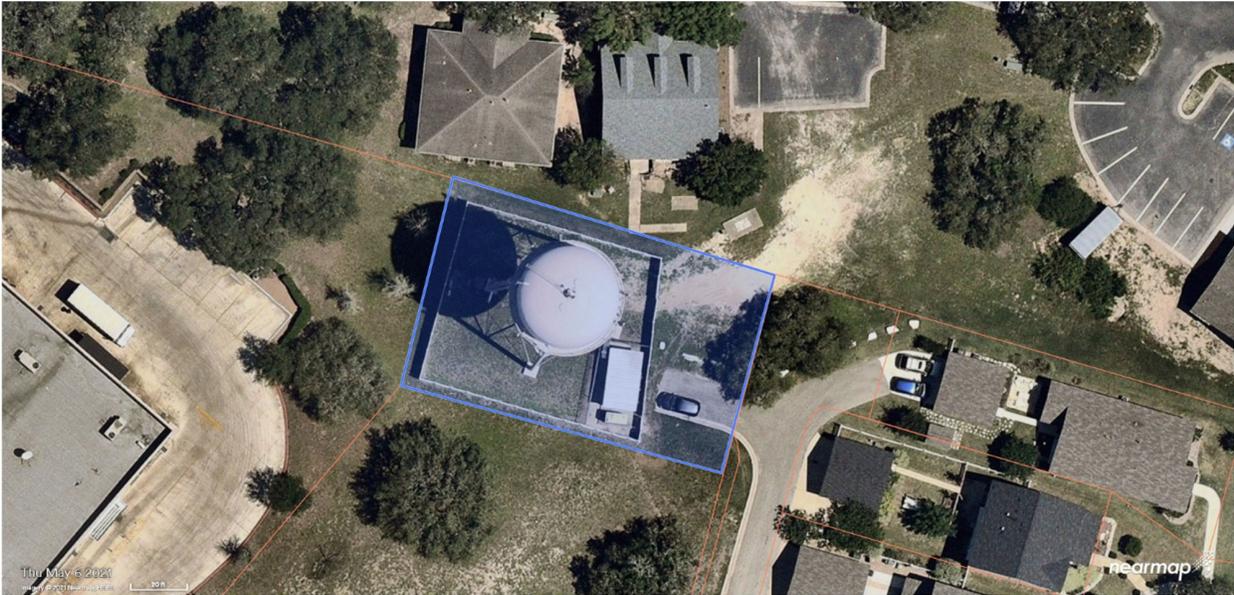
Name: George Korontes

Title: Director

Date: 12/22/21

EXHIBIT “D”

[See attached.]





CITY OF KYLE, TEXAS

Authorization to Negotiate with A&E Design Group for Architectural Design Services for the Senior Activity & Community Center Building

Meeting Date: 1/4/2022
Date time: 7:00 PM

Subject/Recommendation: Authorize the City Manager to negotiate an agreement with A&E DESIGN GROUP, INC., Buda, Texas, an architectural consulting firm, to provide architectural and design services including completion of shovel-ready plans, specifications, and construction/bid documents for a new Senior Activity and Community Center facility to be constructed on City-owned land and to bring back an agreement with all terms and conditions including contract amount for City Council's approval at a future Council meeting. ~ *Jerry Hendrix, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Statement of Qualifications
- Assessment by AG/CM



A&E DESIGN GROUP, INC.

ARCHITECTURE ENGINEERING PROJECT MANAGEMENT

**STATEMENT OF
QUALIFICATIONS
FOR THE
CITY OF KYLE, TX**

**A&E DESIGN GROUP, INC.
P.O. BOX 1150
306 MILLER STREET
KYLE, TEXAS 78640
PHONE: (806) 655-9361
WEBSITE: AEDG.NET**

TABLE OF CONTENTS

EXECUTIVE SUMMARY

PROJECT TEAM AND EXPERIENCE

REFERENCES OF PROJECTS OF SIMILAR SCOPE, SIZE, AND COMPLEXITY

PROPOSED REPRESENTATIVE PROJECT APPROACH

APPENDIX

ATTACHMENT A – VENDOR INFORMATION QUESTIONNAIRE

ATTACHMENT B - HOUSE BILL 89 VERIFICATION AFFIDAVIT

ATTACHMENT C - CONFLICT OF INTEREST QUESTIONNAIRE

ATTACHMENT D

-EXHIBIT 5B – FEDERAL FUNDING AND ACCOUNTABILITY
TRANSPARENCY ACT

-EXHIBIT 5C – CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED,
OR SECTION 3 BUSINESS

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

CERTIFICATE OF CRIMINAL HISTORY REVIEW FOR PUBLIC WORKS

CONTRACTORS

FELONY CONVICTION DISCLOSURE STATEMENT

Statement of Qualifications Executive Summary

It gives me great pleasure to present our firm for Architectural and Engineering services for the upcoming projects for the City of Kyle. I am excited to see that our municipal district is growing like it is and that people from all over choose our area to live and do business. It speaks well of our administration, our faculties, and our surrounding area when families decide to enjoy the lifestyle that we have to offer.

Since 1989, A&E Design Group, Inc. has provided architectural and engineering services to over 40 different school districts, municipal districts, counties, industry, and commercial clients in Texas. Each had unique scopes of work, budget constraints, construction methods, and time-sensitive deadlines. We have completed thousands of projects on time and in budget utilizing the various means and methods of construction delivery.

We believe that the 'architecture' of great spaces enhances everyday quality of life experiences. Every space we contribute to has the potential to affect thousands of individuals over its lifespan and deserves thoughtful attention. This is at the heart of everything we do and has resulted in placing over \$200 million of commercial and institutional space into service within the past five years.

A&E Design Group, Inc. continues to be a single-source entity for architectural and engineering services, merging the manpower and resources of individuals and their strengths into one A/E consortium as deemed necessary by the unique characteristics of each project. We believe that collaboration yields the most innovative, creative, and forward-thinking designs. Our long-standing relationships with an array of consultants have served our clients well by the many techniques of value engineering. With this in mind, we believe that our approach is tailor-made to accomplish the program requirements for the KASZ project and the Architectural/Engineering services necessary to fulfill your objectives.

A&E Design Group maintains Professional Liability, General Liability, and Workers' Compensation Insurances on a continual basis. Our Certificate of Liability Insurance is attached in the Appendix of this Statement of Qualifications.

A&E Design Group maintains continuing education to remain up-to-date with the applicable federal, state, and local codes and ordinances and makes every effort to comply with those codes as well as and applicable standards and conditions affecting each unique project requirements. As a rule, our firm has several levels of quality assurances during the course of design through construction. As the project progresses those quality assurance check become more intense so that any errors or omissions are negligible or non-existent as materials develop throughout the project.

Project Manager: Stephen Butler, AIA
 President of A&E Design Group, Inc.
 306 Miller Street (Currently under renovation)
 PO Box 1150
 Kyle, Texas 78640
 Phone: (806) 655-9361 (cell)
 Email: steve@aedg.net
 Website: www.aedg.net

Proposed Team:

Architects:

A&E Design Group, Inc.
Stephen Butler, AIA
306 Miller Street
PO Box 1150
Kyle, Texas 78640
Website: aedg.net
Phone: (806) 655-9361 (cell)

Landscape Architects:

EndVision Design, Inc.
PO Box 341316
Austin, Texas 78734
Contact: Jeffrey Witte, RLA
Website: www.endvisiondesign.com
Phone: (512) 670-1219

Civil Engineer:

Rio Delta Engineering & Surveying
Gilbert Guerra, PE
921 S. 10th Ave.
Edinburg, Texas 78539
Phone: (956)624-8510
Branch Office in San Antonio

Interior Design

C-Reese Design
5716 W US 290
Austin, Texas 78735
Phone: (512)291-5717
Website: c-reesedesign.com

MEP Engineers:

Hendrix Consulting Engineers
Byron Hendrix, PE
115 E. Main Street
Round Rock, Texas 78864
Website: hcengineer.com
Phone: (512)218-0060

Networking and IT:

True North Consulting Group
13284 Pond Springs Road, Ste. 304
Austin, Texas 78729
Contact: Ricky Fisher
Website: tncg.com
Phone: (888)650-4580

Structural Engineers:

Lundy & Franke Engineering
Shawn Franke, PE
549 Heimer Road
San Antonio, Texas 78232
Website: lundyfranke.com
Phone: (210)979-7900

Thank you for the opportunity to allow us to present our firm to you. We look forward to the possibilities of how our firm and the City Kyle, Hays County, and KASZ working together to accomplish this great facility. If you have any questions, please do not hesitate to contact me.

Sincerely,



Stephen L. Butler, AIA
President

Stephen L. Butler, Architect
President of A&E Design Group, Inc.
306 Miller Street, P.O. Box 1150
Kyle, Texas 78640

Education: Bachelor of Architecture Construction, Texas Tech University, 1977

Licenses: Registered Architect in Texas and New Mexico

Employment: President of A+E Design Group, Inc. since 1989

Owner of Stephen L. Butler, Architect since 1986

Organizations: American Institute of Architects, Texas Society of Architects, Construction Specifications Institute, National Storm Shelter Association, Member, National Council of Architectural Registration Board, and the American Society of Civil Engineers.

Professional Experience: 40 years

Responsibilities include Project Master Planner and leadership, primary client contact, planning, project design, construction documentation, construction administration and consultant contact. Proficient in Vectorworks CAD, Microsoft Word and Excel, and ComCheck Energy Efficiency Program. Structural and Mechanical design capabilities. Architectural design as the facility relates to FEMA 361 Community Safe Rooms and Shelters, National Performance Criteria for Tornado Shelters Standards, and the International Building Code. Mr. Butler has provided architectural expertise on multiple institutional, commercial, industrial, and municipal projects serving all facets of the design and construction process.

Adrian ISD, Adrian, Texas

New Gymnasium, Commons, and
School Renovations (\$7.4M Bond)

Bovina I.S.D. , Bovina, Texas

Cafeteria Kitchen Renov.
1996 Administration Building
1996 Kitchen Renovation

2015 Band Hall Addition
2017 Gymnasium Addition

Channing I.S.D., Channing, Texas

Auditorium Renovation
Locker Room Addition

Fort Elliott ISD Gymnasium, Briscoe, Texas

Friena ISD, Friena, Texas

Early Childhood Education Building
High School Auxiliary Gym & Wt. Room
HVAC & Roofing Projects

Grandview-Hopkins CISD, Groom, Texas

New Elementary School

Groom ISD, Groom, Texas

School Renov. and Additions (\$19.5M Bond)

Gruver I.S.D., Gruver, Texas

Field House Project
Gymnasium & Commons Project (5.0M Bond)

Happy I.S.D., Happy, Texas

High School & Activity Bldg.
Jr. High School Renovation
Elementary School Renovation
Media Center and Classrooms

Hays CISD, Kyle, Texas

Academic Support Bldg. (\$38.0M currently in SD)
Lehman HS Barber Shop and Computer Lab
Admin. Bldg. Offices & Conf. Room Renovation

Elementary Shade Structures

Hedley ISD Media Center, Hedley, Texas

Hartley ISD, Hartley, Texas

Practice Gym, Commons, & Library (\$7.5M Bond)

Kress I.S.D. Renov. (\$3.0M Bond), Kress, Texas

Kyle Area Senior Zone, Kyle, Texas

Activity Bldg. (\$15.0M currently in SD)

Nazareth I.S.D. Band Hall, Nazareth, Texas

Perryton I.S.D., Perryton, Texas

Jr. High School Addits & Renov. (\$19.5M Bond)

Baseball Field House

Pringle-Morse C.I.S.D., Morse, Texas

Elementary School Additions & Storm Shelter
(\$3.0M Bond)

Plemons-Stinnett-Phillips CISD, Stinnett, Texas

Administration Bldg. & Heritage Center

Silverton ISD, Silverton, Texas

School Renovations (\$10.4 M Bond)

Lone Star Dairy Products, Canyon, Texas

New Milk Plant (\$96M with FFE)

Affiliated Foods Corporate Offices, Amarillo, Texas

Hendrix Consulting Engineers

Hendrix Consulting Engineers (HCE) is a Consulting Engineering firm that provides mechanical electrical and plumbing design and engineering services, commissioning building systems, and field investigation of current facilities. HCE is currently registered in the States of Texas, Florida and Arkansas. Hendrix & Myers was founded in 1982 and took its current form as HCE in 1995 and is located in the heart of Downtown Round Rock on Main Street. With more than 150 combined years of engineering and equipment installation experience, HCE is uniquely positioned to be your local, go-to engineer.

Experience

Our current design staff has completed over 2000 projects. Not just projects under the firm name, our current staff!! Our staff has a consistent track record of delivering big, small, fast, complicated projects, over and over. This is what we do.

Common Sense Solutions That Fit You

It's not uncommon for owners to be overwhelmed with size, scope, budget, complexity of some MEP projects. We review all aspects of a project, including the ability of the current maintenance staff. Then we design a solution that fits you and your staff. Making complicated problems seem to have easy solutions.

Engineers That Speak Your Language

HCE believes that communication is one of the most important ingredients to successful projects. Hey we get it! At HCE we meet you where you are. We don't use fancy talk, double talk, or words that nobody ever needs to hear. However, we do speak many languages. We speak Owner, Architect, Contractor, City Code Reviewer, Fire Marshall, as well as Engineer. From our vast experience we make the seemingly hard things easy when it comes finding solutions for your next MEP Engineering Opportunity.

Team Approach

We approach every job like it's a big team. Owner, Architect, Engineers, Contractors, Utility Company, Code Reviewers. We want your project to be successful probably more than you do. It is how we keep our doors open and continue to have repeat clients and contractors that continually chase our work. We build professional relationships with the rest of the team and the local authorities to ensure your project gets done...and done right!

Listen to Your Goals

We listen, then ask questions, listen again, then repeat a couple of times. Then magically we find out what your goals are. Then we make your goals our goals. Sometimes we revisit this topic during the project just to make sure the goals are still the same. Budget, Energy Efficiency, First Time Cost, Operating Cost, Maintenance Access, Humidity Concerns, ALL THE ABOVE.

Cost and Value

A good problem solver is always the least expensive person you hire. Mechanical, Electrical, and Plumbing systems are the primary energy users in your building. They react to weather and owner

usage and the money we save you in upfront construction cost and long-term utility savings makes HCE the engineers of choice by architects, cities, counties, and business owners.

Lundy & Franke Engineering, Inc.

Lundy & Franke Engineering, Inc. founded on philosophies and principles of the late Charles H. Lundy, P.E., who had 45+ years of experience, offers to its clients and practitioners of the construction industry an abundance of solid up-to-date experience and a proven record in the design of modern structural systems. Every project assignment accepted by this Firm is considered a challenge worthy of our best effort.

Lundy & Franke Engineering, Inc., a Texas corporation, is a fully qualified and licensed engineering firm in the State of Texas. Lundy & Franke Engineering consists of one office located in North Central San Antonio. Principal, Shawn J. Franke is licensed in fifteen states: State (Year Licensed); TX (8/97), OK (5/98), FL (3/01), VA (3/06), DC (5/06), MD (4/06), NY (5/09), KY (10/00), MA (2/04), PA (9/07), MS (3/02), MO (3/03), NM (8/08), LA (9/98), KS (4/08) and has completed projects in the United States, Mexico, Saudi Arabia, and Puerto Rico.

Assignments accepted by the Firm represent a diversified practice including renovations, additions, new construction and restoration engineering. Types of structures include, but are not limited to single and multi-story buildings, educational buildings (K-12 and universities), libraries, commercial centers, retail facilities, parking garages, residential facilities, bridges, drainage structures, waste water treatment facilities and industrial structures.

A reputation has been established for innovative design, combined with a practical approach to the solution of the clients' problems. The application of these principles has provided clients with efficient and economical structures within the established goals of design, budget and schedule. The Firm is proficient in metric-based design and has produced construction documents in the Metric System.

Shawn Franke is the managing principal of the Firm and is actively engaged in engineering design and analysis on all projects. All major decisions regarding framing systems and design procedures are made by the principal and all engineering production is closely supervised by him. The firm consists of three professional engineers, Shawn J. Franke, Allen Shelley and Joe Alva, along with one senior engineer, Duncan McAda, who have been with the firm for 14+ years.

Weekly production staff meetings are conducted to ensure continuous involvement by the principal in all projects. All correspondence, both incoming and outgoing, are reviewed and approved by the principal to verify continuity in policy.

Lundy & Franke Engineering, Inc. has extensive experience with the varying soil conditions of South Texas, especially in the San Antonio area where conditions vary from limestone to highly expansive clays. The Firm recognizes the importance of details often overlooked. Lundy & Franke Engineering, Inc. has developed its skills in designing new structures better able to cope with the active soils, while recognizing the economics and performance

True North Consulting Group

True North Consulting Group understands that each organization is unique in the **Internet, Security, and Technology Systems**, processes, standards and culture that blend together to create your organizational climate. Knowing this, True North aligns our services to the needs and strengths of your organization, demonstrating what we mean when we say Consulting-Made-Personal. Our services are not limited by what we can dream up, but rather, by what is needed to ensure your success. We work hard to tailor our services to your specific needs today, understanding that this too will change tomorrow. This strategy is why so many of our clients have over 20 years of history with True North Consulting Group.

Assessments

Whether developing funding requirements as a part of a community effort or by simply measuring organizational risks, True North Consulting Group offers personalized assessment services to capture a snapshot in time of your organization's strengths, areas of focus and stakeholder voices. Having an independent analysis of your organization's systems, processes, staffing levels and annual budget is a powerful tool for benchmarking and effective strategic planning.

- Cybersecurity Assessments
- Risk & Vulnerability Assessments
- Instructional Technology Assessments
- Staffing & Funding Assessments
- Comprehensive Technology Assessments

Technology Planning

We help you develop a technology plan along with detailed budgets, paired with all possible funding sources to ensure a roadmap aligned with the organization's goals. Consulting is about clear results. Through our strategic planning process for technology, we are able to distinctly define your goals, craft technology programming and plans to achieve those objectives and ultimately, help you see results. In a world of constant change, having a consistent and long-range plan for growth keeps you on the path to success.

- Emergency Operations Planning
- Budgeting And Planning for Project and Initiatives
- Technology And Security Master Planning
- Visioning Workshops

Commissioning / Optimization

Project commissioning is the process of assuring that all systems and components of a solution are designed, installed, tested, operated, and maintained according to the operational requirements of the owner or final client. Before the project is deemed complete, True North can provide services that verify the system functions properly and was properly configured and implemented to meet expectations. Clients rest assured that any necessary adjustments are made during the commissioning/optimization phase and avoid unexpected discoveries after the system goes live.

- Technology, Audio Visual, Security Commissioning
- Wireless Pre and Post Installation Site Surveys

EndVision Design, Inc.

Since the company's inception in 2003, EndVision Design has continued to grow and expand with over 22 years of **land development consulting** experience. Our team has contributed to various aspects of private and public project design and management, design development, site design, streetscape and entry feature design, municipal processing and approvals, design implementation and construction contract supervision. Our development consulting team expertise includes conceptual, preliminary, and master planning for single family and multi-family communities, office, retail, and mixed-use developments. Other areas of expertise include conceptual master planning for regional and private parks, site development for neighborhood and community amenity centers, pedestrian hike and bike trails, project signage, water features, and graphics.

Our firm has managed and coordinated multi-disciplinary consultant teams including architects, engineers, and various sub-consultants. We have been responsible for selection of hardscape and softscape site materials such as; special paving and finishes, site furnishings, landscape and project lighting. Furthermore, we specialize in native and indigenous planting design and selection.

References of Projects of Similar Scope, Size, and Complexity

Perryton ISD Junior High School Addition & Renovation Perryton, Texas

AEDG was the prime architectural firm encompassing all MEP and Structural designs.

Phase 1 renovated the entire Junior High School originally constructed in 1921 and 1931. State of the art materials and technology was planned. A new Band Hall, Choir Hall, Theater Arts, Library, Cafeteria, Computer Labs, and Language Arts allowed for an the 33,000 sq. ft. addition to the North Wing in Phase 1. The original North Wing Renovation will provide new finishes, technology, and added floor space the overcrowded classrooms, while adding accessibility to the three levels with an elevator.

Cost for Phase 1: \$5,700,000.

Phase 2 included the renovation of the original 1921 main building and the 1948 main Auditorium building and approximately 31,600 sq.ft. Project consisted of removing upper and lower level floors and replacing them with new concrete floors to match floor elevations on the North and South Wings.

The construction costs of Phase 2: \$6,200,000.

Phase 3 just been completed and includes six (6) Science Lecture Classrooms, each with their own Labs and Storage Rooms, along with twelve Math Classrooms and a couple of Social Studies Classrooms, renovating the original South Wing of the original building, and Practice Gymnasium. The exterior was refurbished in order to maintain the original integrity and design of the original structure, just like Phase 1 and 2. The construction cost for Phase 3 was \$6,000,000.

Phase 4 houses the Family Consumer Sciences, ESL Labs, Art Classrooms, Locker Room and Gymnasium renovations, and Nurse's Room. Overall Bond Issue for entire project: \$19,500,000. The four-phase project was under construction for the 3 years, while the students and faculty occupied the facility.

Contact: Dr. Tim Little, Superintendent.

P. O. Box 1048, 821 SW 17th Avenue, Perryton, Texas 79070. Phone:(806) 435-5478.



Perryton Jr. High School Exterior Renovation



Perryton Jr. High Practice Gym



Perryton Jr. High Cafeteria



Perryton Jr. High School Commons



Perryton Jr. High Corridors



Perryton Jr. High School New Library

Groom ISD Overall Site Plan with Facilities Program Plan

AEDG is the prime architectural firm encompassing all MEP and Structural designs.

The \$19,500,000 Bond passed in November 2016 based on the 85% of the tax increase being paid by the new wind turbine farms. Two of the wind farms decided to locate within an adjoining school district boundary. The Groom ISD school board voted to reduce the bonded indebtedness by \$2,000,000 but give the tax payers the same services. AEDG, the Construction Manager, and the Groom ISD value engineered the budget to \$17,500,000.

Phase 1 was complete by May 2019 for a new Gymnasium & Commons, bus barn, Vocational Ag Bldg, Pre-K & Kindergarten Classrooms, Family Consumer Science Classroom, Life Skills, Elementary Music, Art Classroom, Broadcasting Classroom, swimming pool renovation, and Security Entrances. The plans and specs have been distributed, bid, and contracts have been written for \$9.9M with a budget of \$10.3M, including a \$150,000 contingency.

Phase 2 was completed in December 2020. Phase 2 is to be a renovation of the entire Pre-K thru 12th Grade School originally constructed in 1950, 1962, 1967, and 1968 and is to include new windows,

doors, hardware, ceilings, lights, add outlets in every classroom, renovate the existing science lab(s), cafeteria, kitchen, existing gym and locker rooms, renovate the existing Football Locker Rooms, Football stadium bleachers and lighting, track, vocational shop area, and playground.
 Total Construction Costs = \$17,800,000.

Contact: Jay Lamb, Superintendent, 304 West Third Street, PO Box 598, Groom, Texas 79039.
 Phone: (806) 248-7971 office or (806) 346-1985 cell.



Renovate Existing Groom School Exterior



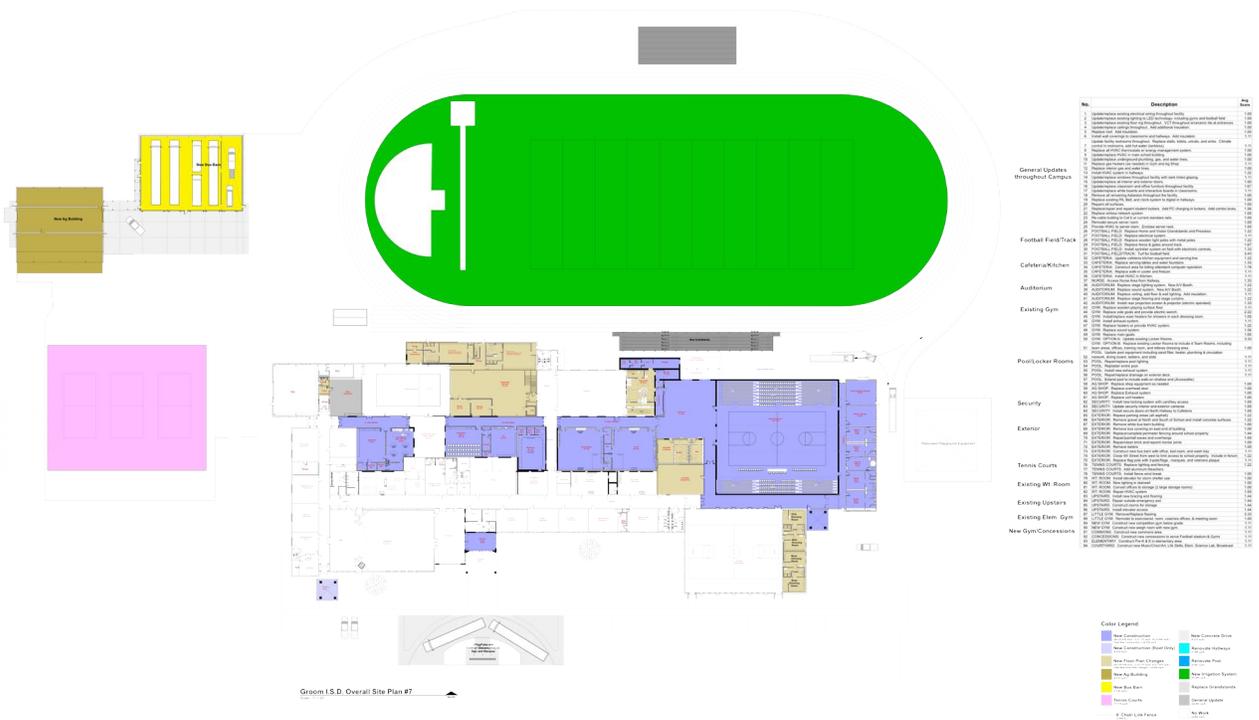
New Groom Gymnasium



Renovated Hallways



New Gym Exterior



Silverton ISD School Additions & Renovation Silverton, Texas

AEDG was the prime architectural firm for all MEP and Structural designs to the Silverton ISD School Additions and Renovation Project. The Silverton School housed the entire K-12 grades on one campus. Since the original school building was built in 1909, there had been five (5) additions made with the newest addition constructed in 1968 with no major renovations taking place on existing building except for air conditioning units. The school board had posed several project design requirements. A \$10.4M school bond election passed and the plans started.

Phase 1 renovated the entire Cafeteria Building originally constructed in 1956 into the new Elementary School, build a new cafeteria/kitchen and home economics classroom (which also serves as a FEMA tornado fallout shelter). Scheduling of the construction was critical so that students and staff could continue going to school while construction activities progressed.
Cost for Phase 1: \$5,700,000.

Phase 2 included the renovation of the original two-story 1909 school building, which was the town of Silverton took much pride in. The exterior was power washed, masonry was tuck-pointed, windows and doors replaced, new flashing, new roof, wood floors were overlaid, new restrooms, refurbished the auditorium, and modified the floor plan to accommodate the administration offices.
The construction costs of Phase 2: \$2,200,000.

Phase 3 renovated the existing Jr. High Building with new finishes, doors and hardware, roof, and floor plan changes. Phase 3 also included the demolition of a portion of the existing Elementary School so as to accommodate the new bus pick-up/drop-off lane, with another portion renovated into the Visiting Football team locker room.
The construction cost for Phase 3 was \$1,300,000.
Total Construction Costs = \$8,200,000

Contact: Michelle Francis, Superintendent.
P. O. Box 608, Silverton, Texas 79101. Phone:(806) 823-2476.



Silverton School Exterior Before



Silverton School Exterior After



Hallways Before



Hallways After



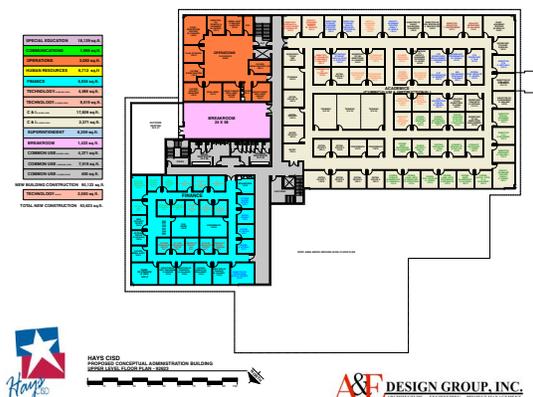
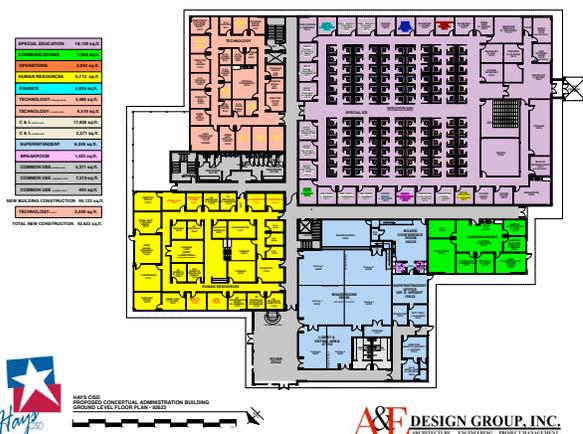
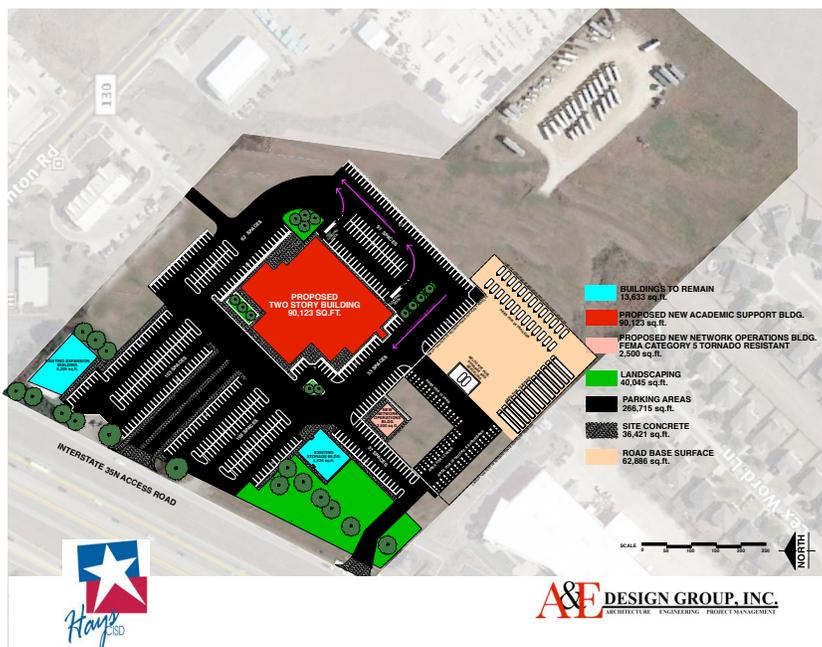
Restrooms Before

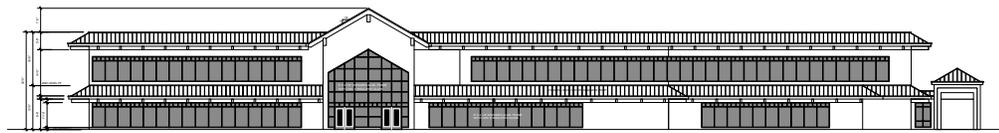


Restrooms After

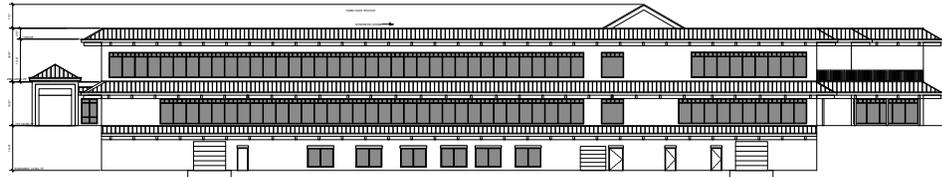
Hays CISD Academic Support Service Building Kyle, Texas

AEDG was selected as the prime architectural firm for all MEP and Structural designs to the Hays CISD Academic Support Service Building. The project is currently and has completed the Schematic Design Phase. The project has progressed to a three-story, 92,000 sq.ft. building to house all of the administrative departmental personnel for the school district including Special Education, Human Resources, Communications, Operations, Superintendent and Board Room, Technology, Curriculum & Instructional, and Finance. The plan utilizes the sloping side to accommodate the Lower Level basement walk-out for incoming deliveries with outgoing access to the Technology service technician vans. Parking has been designed for 450 vehicles, fuel station, and fleet vehicles. The new building is designed to include 92,000 sq.ft. and is slated to be on the May 2022 bond election. Estimated Cost of Construction: \$38,000,000. Contact: Max Cleaver, Chief Operations Officer at (254)681-1436 (cell)

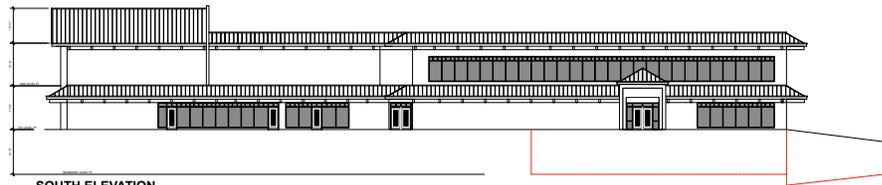




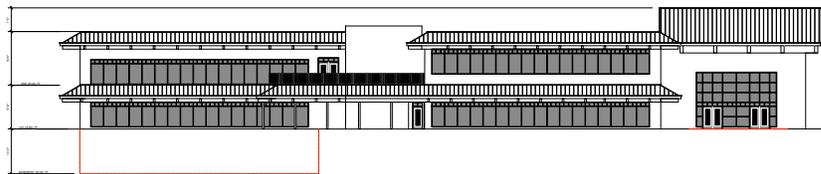
WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



Kyle Area Senior Zone Senior Activity Building Kyle, Texas

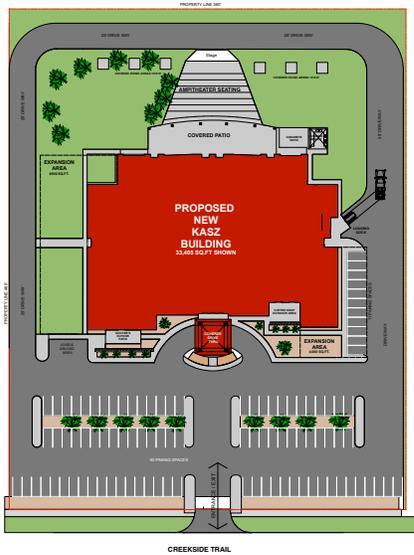
AEDG was selected as the prime architectural firm for all MEP and Structural designs to the Kyle Area Senior Zone (KASZ) Activity Building. The project has completed the Schematic Design Phase and has begun Construction Documents. The project is a partnership between the KASZ, the City of Kyle, and Hays County for the benefit of all seniors in Hays County. The City of Kyle has designated a 5 acre tract of land on Creekside Drive overlooking the Linebarger Lake from the outdoor patio area and amphitheater. The new building is designed to include a Dining Hall serving 360 people seated at tables, Dance Hall, Billiards Room, Cards, Quilting Room, Music Room, several Meeting Rooms, Offices, a Commercial Kitchen and Snack Bar, Weight Room, Aerobics Room, Locker Rooms, an Aerobics Exercise Pool, a outdoor BBQ grille, and a Coffee Lounge.

The new facility will be able to have outdoor stage productions, be able to host wedding receptions, family reunions, and mini-conventions.

Area = 36,000 sq.ft.

Estimated Cost of Construction: \$15,000,000.

Contact: Larry Simone, KASZ President at (512)618-3436 (cell)



KASZ SITE PLAN



FLOOR PLAN



KASZ LOOKING AT FRONT ENTRANCE 7

KASZ 3-D PERSPECTIVE

Lone Star Dairy Products, Canyon, Texas – AE Design Group, Inc. was the prime architectural firm for a recently completed new 118,000 sq.ft. milk powder manufacturing plant. The facility sits on a 15 acre tract on Highway 60 west of Canyon, Texas, employ 60 full time workers, and process forty (40) milk tanker trucks per day from raw milk to powdered milk. Major areas of the plant are: Administrative offices (5,500 sq.ft.), Receiving Bays (7,500 sq.ft), Warehouse (38,300 sq.ft.), Processing Area 10,000 sq.ft.), Packaging (2,000 sq.ft.), Dryer Areas (5,000 sq.ft.), Upper Level Mechanical Areas (31,000 sq.ft.), miscellaneous support rooms such as CIP Storage, RO Room, Boiler and Chiller Room, and Maintenance (19,000 sq.ft.). Construction of the Processing Tower utilizes pre-stressed concrete ICF floor and roof panels and ICF tilt-up wall panels to a height of over 100' above the ground with floor levels at 25', 45', and 65' above the ground level. The Processing and Manufacturing floors, walls, and ceilings are coated with FDA approved coatings and the interior doors and hardware are stainless steel. The manufacturing equipment is all state-of-the-art products from Tetra-Pak, Caloris, and Relco and will utilize the 450 ton crane to set in place after the building is erected. Lone Star Dairy Products is a joint venture ownership between Lone Star Milk Producers headquarters in Wichita Falls, Texas and Hoogwegt Dairy headquarters in Amsterdam, Netherlands.

Cost of construction is \$95,000,000 including equipment.
 Contact: Cody Gruwell, General Manager, (940) 923-0863.



Original Exterior Rendering



Actual North Exterior



South Exterior



Unloading Milk Bays



Processing Area

References

Hays Consolidated Independent School District
21003 S. I-35
Kyle, Texas 78640
Contact: Max Cleaver, Chief Operations Officer
Phone: (512)268-2141 work, (254)681-1436 cell
Email: max.cleaver@hayscisd.net

Kyle Area Senior Zone
106 S. Burluson Street
Kyle, Texas 78640
Contact: Larry Simone, President
Phone: (512)618-3536
Email: larrysimone51@gmail.com

Bovina Independent School District
Box 70
Bovina, Texas 79009
Contact: Denise Anderson, Superintendent
Phone: (806) 251-1336 work, (806) 224-5624 cell
Email: denise.anderson@region16.net

Groom Independent School District
304 West Third Street
PO Box 598
Groom, Texas 79039
Contact: Jay Lamb, Superintendent
Phone: (806) 248-7474 work, (806) 346-1985 cell
Email: jay.lamb@region16.net

Hartley Independent School District
Box 408
Hartley, Texas 79044
Contact: Scott Vincent, Superintendent
Phone: (806)365-4458 work, (806) 674-4481 cell
Email: scott.vincent@region16.net

Perryton Independent School District
PO Box 1048
821 SW 17th Street
Perryton, Texas 79070
Contact: Doug Kile, Chief Financial Officer
Email: dkile@perrytonisd.com
Phone: (806) 435-5478

APPENDIX

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Not Applicable

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



EXHIBIT 5B
FEDERAL FUNDING AND ACCOUNTABILITY TRANSPARENCY ACT
CONTRACTOR FORM

Contracts equal to or greater than \$25,000 must be entered into the Federal Service Reporting System. The following Contractor information is needed to complete the compliance reporting for the Federal Funding and Accountability Transparency Act:

Contractor EIN 90-0197482

Contractor DUNS Number 196024285

Contractor Legal Name A&E Design Group, Inc.

Subawardee Address PO Box 1150, Kyle, Texas 78640

Subawardee Principal Place of Performance (including congressional district)
Kyle, Texas Texas US Congressional District 21

Has the Contractor met all of the following conditions? No

- **80% or more** of prior year annual gross revenues are from Federal awards;
- **\$25 million or more** in annual gross revenues are from Federal awards; **and**
- The public does **not** have access to compensation information filed under *Securities and Exchange Commission (SEC)* and IRS requirements.

If the Contractor has met **ALL** of the above conditions, please provide the total compensation and names of top five executives of the Contractor.

Number	Total Compensation	Name of Executive (Top 5)
1		
2		
3		
4		
5		



EXHIBIT 5C
MBE/WBE/Section 3

Instructions: Both Sections F.1 and F.2 below must be completed and submitted with Bid/Response.

F.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, Stephen Butler certify that A&E Design Group, Inc. () is / () is not a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name
A&E Design Group, Inc.

Business Registered Address 1
306 Miller Street, PO Box 1150, Kyle, TX 78640 Previous Address: 1400 N. FM 1626, Buda, TX 78610

State of Registration: Texas

Certificate or Registration Number: N/A

Certifying Agency: Self

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature and Date:  December 20, 2021

Printed Name: Stephen L. Butler

Position: President

CERTIFICATION OF CRIMINAL HISTORY REVIEW
PUBLIC WORKS CONTRACTORS

I, the undersigned agent for A&E Design Group, Inc.
("Contracting/Subcontracting/Subcontracting Entity"), certify that [check one]:

None of the employees of Contracting/Subcontracting Entity are "covered employees" as defined above. If this box is checked, I further certify that Contracting/Subcontracting Entity has taken precautions or imposed conditions to ensure that the employees of Contracting/Subcontracting Entity will not become covered employees. Contracting/Subcontracting Entity will maintain these precautions or conditions throughout the time the contracted serves are provided.

Some or all of the employees of Contracting/Subcontracting Entity are "covered employees." If this box is checked, I further certify that:

1. Contracting/Subcontracting Entity has received all criminal history record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Contracting/Subcontracting Entity receives information that a covered employee subsequently has a reported criminal history, Contracting/Subcontracting Entity will immediately remove the covered employee from contract duties and notify the City within three business days.
3. Upon request, Contracting/Subcontracting Entity will provide the City with the name and any other requested information regarding covered employees so that the City may obtain criminal history record information on the covered employees.
4. If the City objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contracting/Subcontracting Entity agrees to discontinue using that covered employee to provide services to the City.
5. Contracting/Subcontracting Entity has obtained written certifications and assurances from each of its subcontractors on the project in the same manner and form provided herein, and that the form of each subcontractor's certification shall be provided to the City.

I understand that non-compliance with this certification by Contracting/Subcontracting Entity may be grounds for contract termination and/or barring disqualified persons from performing the work.



Signature of Contracting/Subcontracting Entity Official

December 29, 2021
Date

Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states “a person or business entity that enters into a contract with a school district must give advance notice to Austin Achieve Public Schools if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Stephen L. Butler

Vendor’s Name



Signature of Authorized Company Official

Principal

Authorized Company Official’s Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

RE: Community Center Meeting Notes

Ryan Rosborough <rrosborough@agcm.com>

Wed 12/29/2021 3:04 PM

To: Perwez Moheet <pmoheet@cityofkyle.com>; Jerry Hendrix <jhendrix@cityofkyle.com>

Cc: Bob Farmer <bfarmer@agcm.com>; Scott Sellers <ssellers@cityofkyle.com>; Jennifer Holm <jholm@cityofkyle.com>

📎 1 attachments (7 MB)

0-KYLE SOQ.pdf;

Perwez,

Attached is the SOQ provided by Steve Butler of A&E Design Group. You may also access their website at <https://aedg.net> for additional information on their firm, history, and experience.

AG|CM has no direct history in working with A&E Design Group. However, we have asked around about them, and heard nothing that would be a red flag to us regarding their ability to carry out this project. Their website and SOQ display many projects that would require similar skillset and ability to this specific project. In addition, Steve has been working with KASZ, under KASZ, the last several months as a KASZ member on the conceptual phase of the project. KASZ has had nothing but good to say of the work he has done so far, and fully endorse him remaining engaged on this project.

Lastly, Steves prior knowledge and experience working directly on the concepts of this building make him uniquely qualified to efficiently continue forward with the program. The time lost in changing Architects at this point would result in significant delay to the project design schedule in moving the project forward. Steve is local, understands the needs and impact to the community, and is ready to move forward in design.

Thanks in advance, and please let me know should you have any questions at all.



Ryan Rosborough, CCM
Vice President- Central & North Texas
m: (361) 816-2468

From: Perwez Moheet <pmoheet@cityofkyle.com>

Sent: Wednesday, December 29, 2021 9:03 AM

To: Jerry Hendrix <jhendrix@cityofkyle.com>; Ryan Rosborough <rrosborough@agcm.com>

Cc: Bob Farmer <bfarmer@agcm.com>; Scott Sellers <ssellers@cityofkyle.com>; Jennifer Holm <jholm@cityofkyle.com>

Subject: Re: Community Center Meeting Notes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan -

Please forward the qualification packet for A&E Design Group (Stephen Butler) and AG/CM's recommendation for best qualified so that both of these documents can be attached to the Council agenda item for Jan 4th.

Thanks...
Perwez

Perwez A. Moheet, CPA
Director of Finance
City of Kyle
100 W. Center Street
Kyle, TX 78640-9450
Tel: (512) 262-3952
Fax: (512) 262-3800

From: Jerry Hendrix <jhendrix@cityofkyle.com>
Sent: Wednesday, December 29, 2021 8:15 AM
To: Ryan Rosborough <rrosborough@agcm.com>
Cc: Bob Farmer <bfarmer@agcm.com>; Perwez Moheet <pmoheet@cityofkyle.com>; Scott Sellers <ssellers@cityofkyle.com>
Subject: Re: Community Center Meeting Notes

Thanks Ryan.

From: Ryan Rosborough <rrosborough@agcm.com>
Date: Tuesday, December 28, 2021 at 8:21 PM
To: Jerry Hendrix <jhendrix@cityofkyle.com>, Perwez Moheet <pmoheet@cityofkyle.com>
Cc: Bob Farmer <bfarmer@agcm.com>
Subject: Community Center Meeting Notes

Gentlemen:

Thanks very much for your time today. I have attached my meeting notes from today, as well as respective action items. I will follow up in a separate email with KASZ tonight regarding funding and also call Steve tomorrow.

Appreciate it and please let me know any questions! Have a great evening.



Ryan Rosborough, CCM

Vice President- Central & North Texas

11503 Jones Maltsberger #1153, San Antonio, TX 78216
m: (361) 816-2468 | t: (210) 403-2284 Ext: 504
rrosborough@agcm.com | www.agcm.com

A PROFESSIONAL PROJECT MANAGEMENT FIRM





CITY OF KYLE, TEXAS

K Friese and Associates Work Authorization #1.0 for Project Management Services

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action to approve Work Authorization #1.0 with K FRIESE + ASSOCIATES, Austin, Texas in an amount not to exceed \$1,466,783.82 for Project Management Services. ~ *Leon Barba, P.E., City Engineer*

Other Information: Following is a summary of the scope of work:

Project Management which includes program administration for the KFA team and the development and maintenance of the program filing system

On-call Support for City Staff which includes an estimate of hours for KFA to be able to help City staff with issues that may arise.

Agency Coordination with departments internal to the City (City Council, City Bond Committee) and agencies external to the City (CAMPO and TxDOT). There are also hours allocated to help with TxDOT Advanced Funding Agreements, as requested.

Program Standards and Guidelines for environmental and geotechnical studies, community outreach, and plan preparation. This will allow KFA to dig a bit deeper into specific issues upfront which will help them develop more accurate project scopes and fees as well as help the City choose the right design engineer for each project and ensure their scopes and fees are as accurate as can be.

Project Scopes, Schedules and Costs which are needed to help with the things noted in the bullet above.

Design Engineer Selection Support which includes hours to help develop the RFQ and assist with the selection of design engineering firms, and to provide support for developing their scopes and fees.

Community Outreach with hours for establishing a community outreach program and providing data for initial community outreach.

Legal Notes: N/A

Budget Information: Funding in the amount of \$1,466,783.82 is available in the approved Fiscal Year 2021-

2022 capital improvements spending plan for the 2022 Road Bond program. The initial funding was contributed from the General Fund as approved by the City Council in the prior Fiscal Year 2020-2021 budget as follows:

- 1952-68600-573140

ATTACHMENTS:

Description

- ☐ Work Authorization #1.0 K FRIESE + ASSOCIATES Revision
- ☐ Current Totals For WA #1.0 K FRIESE + ASSOCIATES Revision
- ☐ Compensation Table For WA #1.0 K FRIESE + ASSOCIATES Revision

WORK AUTHORIZATION #1.0

This Task Order is issued pursuant to that Agreement for Project Management Services (Agreement or Contract) between the City of KYLE, Texas (Owner) and K Friese + Associates (Professional) effective _____, 2022 and constitutes authorization by Owner for Professional to proceed with the following described project management services.

Project Management Services

A. PROJECT DESCRIPTION

The scope of the Agreement is to provide project management services (Services) for the Owner on a per assignment basis in support of the projects in the 2022 Road Bond Program.

B. SCOPE OF SERVICES AND DELIVERABLES

Pursuant to the Agreement, this Task Order authorizes Professional to perform project management and program set-up services for 2022 to include:

- Project Management
- On-call Support for City Staff.
- Agency Coordination with departments internal to the City (City Council, City Bond Committee) and agencies external to the City (CAMPO and TxDOT).
- Program Standards and Guidelines for the program as a whole and to include environmental and geotechnical studies, community outreach, and plan preparation.
- Project Scopes, Schedules, and Costs for the projects to be administered through the contract.
- Design Engineer Selection Support which includes developing the RFQ for and assisting with the selection of design engineering firms and providing support for developing their scopes and fees.
- Community Outreach to establish a community outreach program and providing for the services needed for initial community outreach.

A full Scope of Services and summary of charges by task is attached as Exhibit A.

C. BASIS OF COMPENSATION

The total compensation for the Services shall be based on an hourly rate as defined in the Compensation Table attached to this as Exhibit B. Owner will make payments to Professional for performing the Services described on a monthly billing basis in accordance with monthly statements submitted by the Professional and approved by Owner. Final payment shall be due upon completion of the Services described.

D. TIME FOR COMPLETION

Professional will work expeditiously to complete the Services described herein by December 31, 2022.

K-Friese + Associates shall begin work as soon as authorized in this Task Order No. 1: WA #1.0.

APPROVED:

CITY OF KYLE, TEXAS

By _____

Title: City Manager

Attest _____

Date _____

ACCEPTED:

K FRIESE + ASSOCIATES

By 

Title EXEC. V.P.

Attest 

Date 22 DEC 21

EXHIBIT A SCOPE OF SERVICES

Work Authorization (WA) #1.0: Program Administration

Task 1. Project Management

The KFA team will perform the following project management tasks:

- Prepare and administer contract agreements and Work Authorization #1 with subconsultants.
- Prepare for and hold an internal kickoff meeting with the consultant team.
- Prepare for and hold a Project Kickoff Meeting with City staff.
- Hold biweekly internal team conference calls for coordination purposes.
- Prepare scopes of work for the KFA team for future bond program WAs.
- Prepare monthly invoices and progress reports, including the review and inclusion of all subconsultant invoices and progress reports.
- Develop and maintain a filing system on Procore to include program management materials, planning documents, design documents, right-of-way documents, and bid documents. The first year of the Procore software license is included in the expenses for this WA, and it will be an annual cost for the duration of the program.

Task 2. City Staff Support

The KFA team will perform the following tasks for general program support:

- Provide consultation and project coordination outside the identified meetings and tasks to adapt to evolving project needs, such as:
 - Make recommendations to the City for City staff to amend and update the Transportation Master Plan.
 - Coordinate with City departments including Utilities and Development Services with quarterly meetings or calls to coordinate project needs.
- This task also provides hours for unforeseen issues and requests from or in support of City staff.
- This task also includes hours for biweekly status meetings with City staff.

Task 3. Agency Coordination

The KFA team will provide the following services to support agency coordination for the bond program. This task includes the preparation of materials for these meetings as needed.

- Present monthly briefings to the Kyle City Council.
- Present monthly briefings to the Bond Committee.
- Hold monthly briefings with TxDOT staff to coordinate design criteria where necessary and align with related projects where possible.
- Hold quarterly briefings with Hays County staff to coordinate design criteria where necessary and align with related projects where possible.
- Present semiannual briefings to CAMPO staff.
- Assist with TxDOT Advanced Funding Agreements.

Task 4. Program Standards and Guidelines

The KFA team will provide engineering program activities related to establishing the systems and procedures to implement the design and construction of Road Bond projects, including the following:

- Develop and maintain Bond Program Engineering Design Criteria.
- Develop environmental planning guidelines for the bond program following applicable TxDOT and City of Kyle criteria and complying with Federal Highway Administration (FHWA) National Environmental Policy Act (NEPA) compliance procedure and Title 43, Chapter 2 of the Texas Administrative Code. Coordinate and assist with developing a comprehensive mitigation program for City Road Bond projects.
- Develop and maintain Bond Program Plan Preparation Criteria.
- Develop and maintain Bond Program Standard Forms.
- Develop and maintain Bond Program Standard Procedures Manual.
- Develop and maintain Bond Program Survey Standards, such as:
 - Aerial photography.
 - Benchmark and project control data.
 - Profile of existing structures, right-of-way, driveways, drainage channels, and utilities.
- Develop and maintain geotechnical design standards for the bond program following applicable TxDOT and City of Kyle criteria.
- Develop and manage a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations.
- Review existing construction specifications and standards and revise, as necessary. Create new construction specifications/standards as needed.
- Review Kyle Bid Package Documents and revise as necessary for bond projects.
- Review available Standard Detail sheets for City road projects and revise, as necessary.

Task 5. Project Scopes, Costs, and Schedules

The KFA team will perform the following activities to provide project scopes, costs, and schedules:

- Develop detailed project scopes to define the 12 projects.
- Prepare a Master Schedule for the program with cash flows and spending analyses, including planning activities, design, right-of-way acquisition and construction phases for the 12 projects. Update the Master Schedule monthly throughout the duration of the program.
- Develop and update the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
- Review applicable State and Federal funding programs to identify "partnering" opportunities. Assist in preparing and presenting program and funding proposals.
- Obtain a Procore software license to allow all team members and City staff to access up-to-date bond program information.

Task 6. Design Engineer Selection Support

The KFA team will provide the following services to assist with selection of design engineers for the 12 bond projects:

- Prepare Letters of Interest (LOIs), Requests for Qualifications (RFQs) and Requests for Proposals (RFPs) for project consultants and other professional services and assist with the advertisement and receipts of these solicitations.
- Assist with pre-qualifying firms for review and consideration by the City for the road improvement projects and related activities.
- Develop and maintain a standardized professional service agreement (PSA) and construction contracts for bond program activities.
- Assist with the development of scope and fee templates for design engineers. Review and provide comments on scopes, fees and design schedules submitted by design engineers.

Task 7. Community Outreach

The KFA team will develop and maintain a community outreach program, including the following services:

- Assist the City with developing a community outreach program with a schedule including public meeting dates, virtual town halls, and other stakeholder engagement. This will include:
 - Consideration of the City's calendar and community events, as well as Hays CISD's calendar and events.
 - Development of public information strategies for the specific transportation project and for each of the road construction components.
 - Assistance with planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would ensure proper notification to promote full citizen involvement.
 - Assisting the City with developing supporting information for appearances and presentations to elected officials, governmental bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
- Develop and maintain a program website to disseminate road bond project information.
- Develop, maintain, and implement a media outreach program including materials such as: press releases, City Hall exhibits, educational materials, social media content, and informational pieces keyed to each road project.
- Prepare project information for outreach efforts. This may include exhibits, presentations, talking points, and visual materials to assist KFA and City staff with updates to City Council, TXDOT, CAMPO, and other entities and stakeholders the City designates.



City of Kyle Project Management: Work Authorization #1.0

January 2022

CURRENT TOTALS FOR WA #1.0

Hours	Labor	Expenses	Total Cost
7,124	\$1,399,232.64	\$67,551.18	\$1,466,783.82

CURRENT TASK SUB-TOTALS FOR WA #1.0

Task	Hours	Labor	Expenses
Project Management	1,232	\$ 274,013.04	\$ 5,170.78
City Staff Support	1,212	\$ 249,183.36	\$ 4,960.80
Agency Coordination	480	\$ 113,904.00	\$ 2,847.60
Program Standards and Guidelines	1,151	\$ 190,751.00	\$ 3,234.15
Project Scopes, Costs and Schedules	2,248	\$ 394,833.76	\$ 47,903.10
Design Engineer Selection Support	444	\$ 113,360.80	\$ 2,755.85
Community Outreach	357	\$ 63,186.68	\$ 678.90
TASK NAME 8	0	\$ -	\$ -
TASK NAME 9	0	\$ -	\$ -
TASK NAME 10	0	\$ -	\$ -
	7,124	\$ 1,399,232.64	\$ 67,551.18



City of Kyle Project Management: Work Authorization #1.0

January 2022

CURRENT TOTALS FOR WA #1.0

Hours	Labor	Expenses	Total Cost
7,124	\$1,399,232.64	\$67,551.18	\$1,466,783.82

CURRENT TASK SUB-TOTALS FOR WA #1.0

Task	Hours	Labor	Expenses
Project Management	1,232	\$ 274,013.04	\$ 5,170.78
City Staff Support	1,212	\$ 249,183.36	\$ 4,960.80
Agency Coordination	480	\$ 113,904.00	\$ 2,847.60
Program Standards and Guidelines	1,151	\$ 190,751.00	\$ 3,234.15
Project Scopes, Costs and Schedules	2,248	\$ 394,833.76	\$ 47,903.10
Design Engineer Selection Support	444	\$ 113,360.80	\$ 2,755.85
Community Outreach	357	\$ 63,186.68	\$ 678.90
TASK NAME 8	0	\$ -	\$ -
TASK NAME 9	0	\$ -	\$ -
TASK NAME 10	0	\$ -	\$ -
	7,124	\$ 1,399,232.64	\$ 67,551.18

**EXHIBIT B
COMPENSATION**

Compensation for the services provided pursuant to the Agreement for Project Management Services and for Work Authorization #1.0 will be calculated on an hourly, not to exceed, basis in the amounts reflected below.

K Friese + Associates	
2022 FULLY LOADED RATES	
Category	2022 (Full)
Senior Technical Advisor	\$310.00
Corridor Manager	\$277.00
Senior Engineer	\$215.00
Project Engineer	\$185.00
Design Engineer	\$150.00
EIT	\$115.00
GIS Specialist	\$128.00
CAD Senior Level	\$170.00
CAD Mid-level	\$95.00
Graphic Support	\$150.00
Admin	\$85.00
Contract Specialist	\$95.00
	\$0.00
	\$0.00
	\$0.00

Terracon	
2022 FULLY LOADED RATES	
Category	2022 (Full)
Engineer (Senior)	\$220.00
Engineer (Project)	\$188.00
Engineer (Design)	\$158.00
Engineer-In-Training	\$113.00
Engineer Technician - Senior	\$129.00
Engineer Technician	\$100.00
CADD Operator - Senior	\$116.00
CADD Operator	\$90.00
GIS Operator	\$110.00
GIS Operator - Junior	\$100.00
Environmental Scientist - Senior	\$188.00
Environmental Scientist I/II	\$113.00
Environmental Scientist III	\$128.00
Environmental Scientist IV	\$155.00

Brian L Ray	
2022 FULLY LOADED RATES	
Category	2022 (Full)
Senior Principal Engineer	\$290.00
	\$0.00
	\$0.00
	\$0.00

Frontline Advisory Group	
2022 FULLY LOADED RATES	
Category	2022 (Full)
Program Manager	\$156.34
	\$0.00
	\$0.00
	\$0.00

GAP Strategies	
2022 FULLY LOADED RATES	
Category	2022 (Full)
Partner, Manager of Operations	\$235.00
Partner, Manager of Engagement	\$190.00
Senior Engagement Specialist	\$135.00
Community Engagement Specialist	\$92.00
Project Analyst II	\$78.00
Project Assistant II	\$50.00
Project Assistant I	\$42.00
Administrative Support	\$50.00



CITY OF KYLE, TEXAS

HMGP Funding Commitment

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Discuss and take possible action to approve a Resolution authorizing the submittal of one or more DR-4586 HMGP applications to the Texas Division of Emergency Management, authorizing the City Manager to act as the City's authorized representative in all matters pertaining to the application, and committing matching funds. ~ *Harper Wilder, Director of Public Works*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Submittal Resolution
- Cost Breakdown-Lehman Pump Station
- Cost Breakdown-Maswood Lift Station
- Cost Breakdown-Well #3 Pump Station
- Cost Breakdown-Well #2 Pump Station
- Cost Breakdown-Kensington Lift Station
- Kyle Generator Worksheet Totals

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY OF Kyle, Hays COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE DR-4586 HAZARD MITIGATION GRANT PROGRAM.

WHEREAS, the City Council of the City of Kyle, Hays County, Texas desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

WHEREAS, the City desires to develop a viable community, including decent housing and a suitable living environment; and

WHEREAS, it is necessary and in the best interests of the City to apply for funding under the DR-4586 Hazard Mitigation Grant Program;

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

1. That one or more Hazard Mitigation Grant Program applications is hereby authorized to be filed on behalf of the City with the Texas Division of Emergency Management for eligible projects.
2. That the City's application(s) be placed in competition for funding under the February Winter Weather DR-4586 program.
3. That the application(s) be for up to \$1,555,000.00 of grant funds to construct improvements, project engineering, acquisition, and grant administration.
4. That the City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Hazard Mitigation Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City is committing up to \$450,000.00 from its Water and Wastewater Fund as a cash contribution and/or in-kind services toward the administration and construction activities of the selected project.

Passed and approved this 4th day of January, 2022.

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

DR-4586 HMGP
City of Kyle
TDEM HMGP Generator Improvements
Cost Breakdown
Lehman Pump Station
December 22, 2021

Item Name	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
Construction Items				0.00	0.00	0.00
175kW Natural Gas Generator	1	EA	57,500.00	57,500.00	43,125.00	14,375.00
Generator Installation	1	EA	30,054.00	30,054.00	22,540.50	7,513.50
Site Work including Concrete Pad for generator	1	LS	20,800.00	20,800.00	15,600.00	5,200.00
Automatic Transfer Switch, Grounding System, Duct Bank, Conduit, Wire and Appurtenances	1	EA	34,500.00	34,500.00	25,875.00	8,625.00
Local Energy Provider	1	LS	11,500.00	11,500.00	8,625.00	2,875.00
Contingency (15%)	1	EA	23,153.10	23,153.10	17,364.83	5,788.28
Phase I Design				0.00	0.00	0.00
Basic Architectural/Engineering - Prelim. & Final Design,Bidding	143	Hour	150.00	21,450.00	16,087.50	5,362.50
Topographic Surveying	0	Hour	140.00	0.00	0.00	0.00
Geotechnical Investigation	1	EA	4,500.00	4,500.00	3,375.00	1,125.00
Phase II Engineering				0.00	0.00	0.00
Basic Architectural/Engineering - Construction Administration	72	Hour	150.00	10,800.00	8,100.00	2,700.00
Inspection Services	0	Hour	65.00	0.00	0.00	0.00
Post Award Management Activities				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
TOTAL PROJECT COSTS				214,257.10	160,692.83	53,564.28
					160,692.83	53,564.28

DR-4586 HMGP
City of Kyle
TDEM HMGP Generator Improvements
Cost Breakdown
Kensington Lift Station Site
December 22, 2021

Item Name	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
Construction Items				0.00	0.00	0.00
40kW Natural Gas Generator	1	EA	34,500.00	34,500.00	25,875.00	8,625.00
Generator Installation	1	EA	16,895.00	16,895.00	12,671.25	4,223.75
Site Work including Concrete Pad for generator	1	LS	9,750.00	9,750.00	7,312.50	2,437.50
Automatic Transfer Switch, Grounding System, Duct Bank, Conduit, Wire and Appurtenances	1	EA	13,225.00	13,225.00	9,918.75	3,306.25
Local Energy Provider	1	LS	11,500.00	11,500.00	8,625.00	2,875.00
Contingency (15%)	1	EA	12,880.50	12,880.50	9,660.38	3,220.13
Phase I Design				0.00	0.00	0.00
Basic Architectural/Engineering - Prelim. & Final Design,Bidding	85	Hour	150.00	12,750.00	9,562.50	3,187.50
Topographic Surveying	0	Hour	140.00	0.00	0.00	0.00
Geotechnical Investigation	1	EA	4,500.00	4,500.00	3,375.00	1,125.00
Phase II Engineering				0.00	0.00	0.00
Basic Architectural/Engineering - Construction Administration	43	Hour	150.00	6,450.00	4,837.50	1,612.50
Inspection Services	0	Hour	65.00	0.00	0.00	0.00
Post Award Management Activities				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
TOTAL PROJECT COSTS				122,450.50	91,837.88	30,612.63
					91,837.88	30,612.63

DR-4586 HMGP
City of Kyle
TDEM HMGP Generator Improvements
Cost Breakdown
Well #3 Pump Station
December 22, 2021

Item Name	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
Construction Items				0.00	0.00	0.00
230kW Natural Gas Generator	1	EA	69,000.00	69,000.00	51,750.00	17,250.00
Generator Installation	1	EA	32,633.00	32,633.00	24,474.75	8,158.25
Site Work including Concrete Pad for generator	1	LS	31,500.00	31,500.00	23,625.00	7,875.00
Automatic Transfer Switch, Grounding System, Duct Bank, Conduit, Wire and Appurtenances	1	EA	35,075.00	35,075.00	26,306.25	8,768.75
Local Energy Provider	1	LS	11,500.00	11,500.00	8,625.00	2,875.00
Contingency (15%)	1	EA	26,956.20	26,956.20	20,217.15	6,739.05
Phase I Design				0.00	0.00	0.00
Basic Architectural/Engineering - Prelim. & Final Design,Bidding	168	Hour	150.00	25,200.00	18,900.00	6,300.00
Topographic Surveying	0	Hour	140.00	0.00	0.00	0.00
Geotechnical Investigation	1	EA	4,500.00	4,500.00	3,375.00	1,125.00
Phase II Engineering				0.00	0.00	0.00
Basic Architectural/Engineering - Construction Administration	86	Hour	150.00	12,900.00	9,675.00	3,225.00
Inspection Services	0	Hour	65.00	0.00	0.00	0.00
Post Award Management Activities				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
TOTAL PROJECT COSTS				249,264.20	186,948.15	62,316.05
					186,948.15	62,316.05

DR-4586 HMGP
City of Kyle
TDEM HMGP Generator Improvements
Cost Breakdown
Well #2 Pump Station
December 22, 2021

Item Name	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
Construction Items				0.00	0.00	0.00
150kW Natural Gas Generator	1	EA	57,500.00	57,500.00	43,125.00	14,375.00
Generator Installation	1	EA	26,152.00	26,152.00	19,614.00	6,538.00
Site Work including Concrete Pad for generator	1	LS	20,300.00	20,300.00	15,225.00	5,075.00
Automatic Transfer Switch, Grounding System, Duct Bank, Conduit, Wire and Appurtenances	1	EA	18,975.00	18,975.00	14,231.25	4,743.75
Local Energy Provider	1	LS	11,500.00	11,500.00	8,625.00	2,875.00
Contingency (15%)	1	EA	20,164.05	20,164.05	15,123.04	5,041.01
Phase I Design				0.00	0.00	0.00
Basic Architectural/Engineering - Prelim. & Final Design,Bidding	128	Hour	150.00	19,200.00	14,400.00	4,800.00
Topographic Surveying	0	Hour	140.00	0.00	0.00	0.00
Geotechnical Investigation	1	EA	4,500.00	4,500.00	3,375.00	1,125.00
Phase II Engineering				0.00	0.00	0.00
Basic Architectural/Engineering - Construction Administration	65	Hour	150.00	9,750.00	7,312.50	2,437.50
Inspection Services	0	Hour	65.00	0.00	0.00	0.00
Post Award Management Activities				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
TOTAL PROJECT COSTS				188,041.05	141,030.79	47,010.26
					141,030.79	47,010.26

DR-4586 HMGP
City of Kyle
TDEM HMGP Generator Improvements
Cost Breakdown
Kensington Lift Station
December 22, 2021

Item Name	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
Construction Items				0.00	0.00	0.00
40kW Natural Gas Generator	1	EA	34,500.00	34,500.00	25,875.00	8,625.00
Generator Installation	1	EA	16,895.00	16,895.00	12,671.25	4,223.75
Site Work including Concrete Pad for generator	1	LS	9,750.00	9,750.00	7,312.50	2,437.50
Automatic Transfer Switch, Grounding System, Duct Bank, Conduit, Wire and Appurtenances	1	EA	13,225.00	13,225.00	9,918.75	3,306.25
Local Energy Provider	1	LS	11,500.00	11,500.00	8,625.00	2,875.00
Contingency (15%)	1	EA	12,880.50	12,880.50	9,660.38	3,220.13
Phase I Design				0.00	0.00	0.00
Basic Architectural/Engineering - Prelim. & Final Design,Bidding	85	Hour	150.00	12,750.00	9,562.50	3,187.50
Topographic Surveying	0	Hour	140.00	0.00	0.00	0.00
Geotechnical Investigation	1	EA	4,500.00	4,500.00	3,375.00	1,125.00
Phase II Engineering				0.00	0.00	0.00
Basic Architectural/Engineering - Construction Administration	43	Hour	150.00	6,450.00	4,837.50	1,612.50
Inspection Services	0	Hour	65.00	0.00	0.00	0.00
Post Award Management Activities				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
TOTAL PROJECT COSTS				122,450.50	91,837.88	30,612.63
					91,837.88	30,612.63

City of Kyle -HMGP 4586- Generator Project - Water and Sewer Facilities

Site	Match	Grant Request
Lehman	\$ 53,564.28	\$ 160,692.83
Kensington	\$ 30,612.00	\$ 91,837.88
Well 2	\$ 47,010.26	\$ 141,030.79
Well 3	\$ 62,316.05	\$ 186,948.15
Kensington	\$ 30,612.63	\$ 91,837.88
Well 4	\$ 44,000.00	\$ 176,000.00
Veteran's C	\$ 44,000.00	\$ 176,000.00
Yarrington	\$ 44,000.00	\$ 176,000.00
Misc. Site/1	\$ 44,000.00	\$ 176,000.00
Misc. Site/2	\$ 44,000.00	\$ 176,000.00
TOTAL	\$ 444,115.22	\$ 1,552,347.53



CITY OF KYLE, TEXAS

Annexation - FM Rd 812, LLC
(ANNX-21-0013)

Meeting Date: 1/4/2022
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas annexing 102.1599 acres of land, more or less, located at the north corner of SH-21 & E FM 150, Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. (FM Rd 812, LLC - ANNX-21-0013) ~ *Will Atkinson, Senior Planner*

- Public Hearing

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Ordinance
- Staff Memo
- Summary Letter
- Annexation Schedule
- Resolution
- Location Map
- Survey
- Deed
- Franchise Tax Account Status
- Landowner Authorization Letter
- Non-Annexation Resolution

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 102.1599 ACRES OF LAND, MORE OR LESS, LOCATED AT THE NORTH CORNER OF SH-21 & E FM 150, 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 intends to annex property at request of the property owner according to the metes & bounds survey attached hereto as Exhibit “A”;

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

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

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

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

All that certain area of land being 102.1599 acres, more or less, out of and a part of the William Hemphill Survey, Abstract No. 221, Hays County, Texas, being all of that called 102.167 acre of land, conveyed to Harvey and Gloria Evans, Trustees, in Volume 497,

Page 528 of the Official Public Record of Hays County. Said 102.1599 acres 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. 2.

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”

SUBJECT PROPERTY DESCRIPTION
+/- 102.1599 Acres

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.

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.

Exhibit “B”

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 are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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;

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 ESD 11 (Travis County Fire Department) 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 as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater 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 wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

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

(B) Reconstruction and resurfacing of streets, installation of drainage facilities,

construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer 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 subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **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.



CITY OF KYLE

Community Development Department

MEMORANDUM

TO: Mayor & Council

FROM: James Earp – Assistant City Manager

DATE: Monday, December 6, 2021

SUBJECT: Annexation – JD’s Market (ANNX-21-0013)

REQUEST

Upon request of the applicant, staff presents the annexation of approximately 102.1599 acres, located at the north corner of SH-21 and E FM 150 (Hays County, TX).



STAFF ANALYSIS

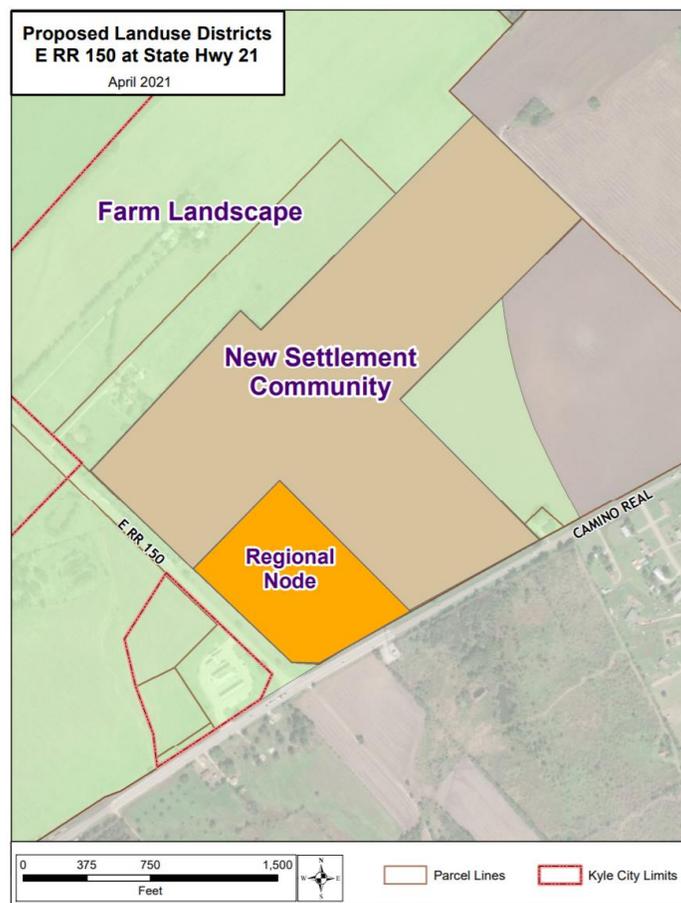
Approximately 1.5 years ago, representatives of JD's Supermarkets approach the City to purchase the 102.1599 acres at SH-21 and E FM 150. This property sits at the confluence of two state highways, and SH-21 is a major secondary corridor for vehicular traffic (IH-35 being the primary corridor). They intend to build a grocery store and associated ancillary uses on the 17.3 - acres of the hard corner. On May 4, 2021, the Mayor and Council voted to approve a comprehensive plan amendment to the property to allow the hard corner to be a portion of the "Regional Node". The remainder is currently an extension of the "New Settlement District".

Regional Node Zoning Districts

- 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 Zoning Districts

- 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



This site has a non-annexation development agreement that the previous property owners entered into with the City of Kyle (Resolution No. 874, 9/3/2013). Essentially, the City agreed not to annex the property if the owners continued to utilize it for agricultural purposes. If the property owners do anything that violates the terms of the agreement, then the property is annexed. Representatives of JD's Supermarkets purchased the property with the intent to develop it, which in turn triggers annexation.

Following annexation, the following processes will be followed to develop the site:

- Zoning
- Subdivision
- Site Development
- Conditional Use Permit
- Building Permit(s)

County Line SUD will provide water to the site, and currently there is not a wastewater provider for the parcel. The current plan is for JD's Supermarkets to have on site sewage facilities (septic system), until the time that wastewater is available. The existing road network is SH-21 and E FM 150. Both are owned and maintained by the Texas Department of Transportation.

Upon acceptance of this petition, a public hearing and first reading will be set for January 4th, 2022. A second reading of the ordinance will be set for January 18th, 2022.

RECOMMENDATION

Staff recommends acceptance of the petition by resolution and asks the Mayor & Council to vote in affirmative, supporting the petition.

FM RD 812 LLC

October 8, 2021

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

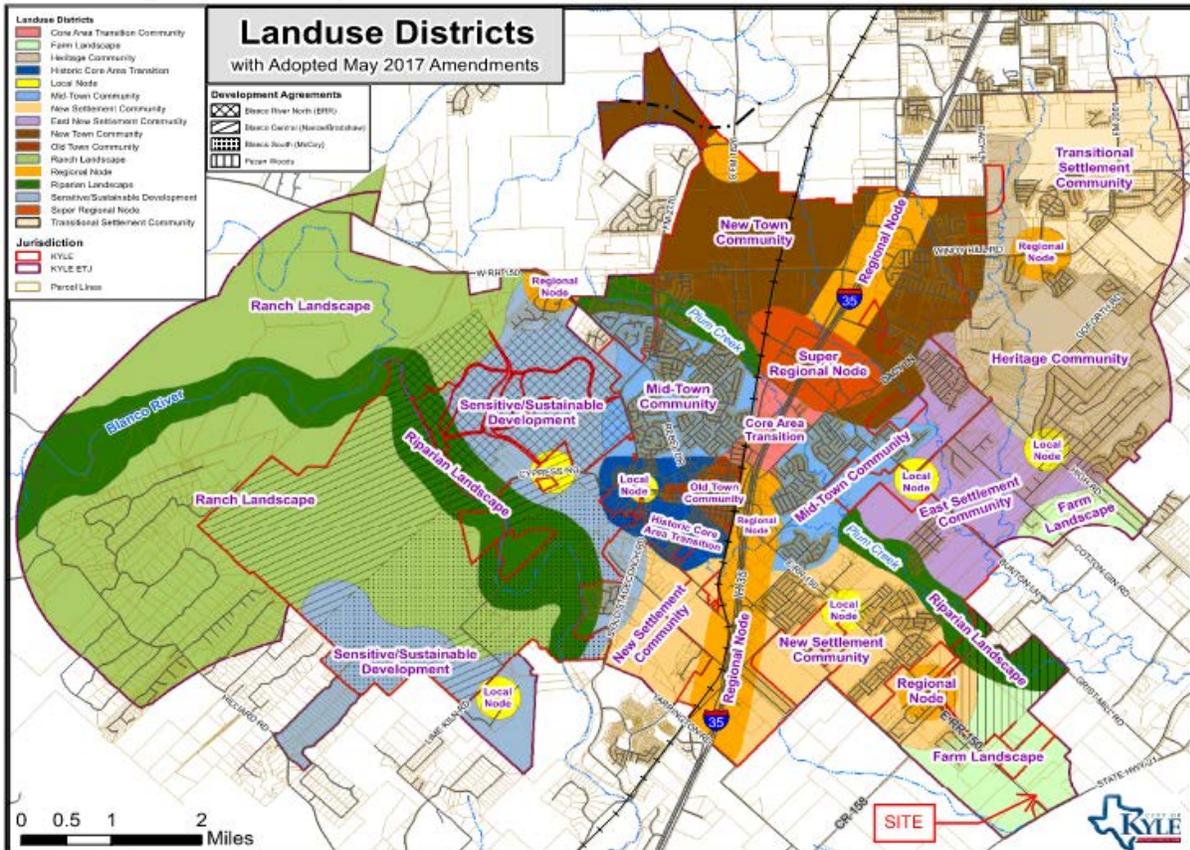
Re: JD's Supermarket Kyle Project Annexation Request Letter

The proposed JD's Supermarket Kyle project (the "tract" or "site"), owned by FM RD 812, LLC is a 102.16-acre tract of land at the northeast corner of F.M. 150 and Hwy 21. This tract is contiguous to existing agricultural zoning located directly across FM 150. There are currently no residential units occupying the tract. Currently A portion of this tract is being used for agricultural purposes with the remainder being vacant. We are currently proposing a portion of the property be used for commercial with the remainder being used for residential development. Below you will find additional details pertaining to the tract.

Hays County Tax Appraisal District Property ID Number: R14930

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 a 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.

Zoning Category	Abbreviation	Use Qualification	Zoning Category	Use Qualifications
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		

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

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

Per the Comprehensive Plan for New Settlement District:

APPLICATION

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

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

land use plan

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,



Adam Ahmad
President

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF APPROXIMATELY 102.1599 ACRES, LOCATED AT THE NORTH CORNER OF SH-21 & E FM 150, MORE OR LESS, OF LAND LOCATED IN HAYS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS (ANNX-21-0013).

WHEREAS, the owner of certain property located within Hays County, Texas, has petitioned the City of Kyle, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and to the extent not in conflict therewith, has further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit “B”, are hereby accepted:

All that certain area of land being 102.1599 acres, more or less, out of and a part of the William Hemphill Survey, Abstract No. 221, Hays County, Texas, being all of that called 102.167 acre of land, conveyed to Harvey and Gloria Evans, Trustees, in Volume 497, Page 528 of the Official Public Record of Hays County. Said 102.1599 acres being more particularly shown and described by survey and metes and bounds in the Exhibit “A” attached hereto and incorporated herein for all purposes.

A public hearing has been set for the date of January 4, 2022. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, Exhibit “A” shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

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

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

+/- 102.1599 Acres

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.

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.

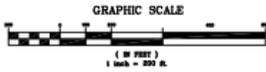
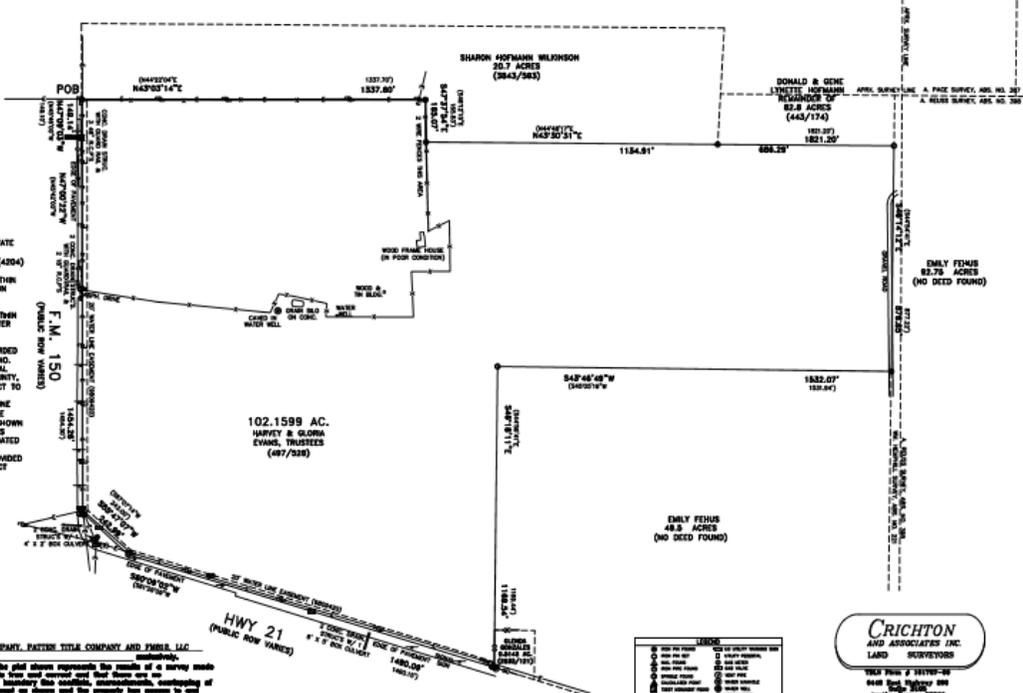


EXHIBIT A

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:

- 1) BEARING BASIS = TEXAS STATE PLANE COORDINATES (NAD83), SOUTH CENTRAL TEXAS ZONE (4304)
- 2) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK CONSERVATION DISTRICT
- 3) SUBJECT PROPERTY LIES WITHIN THE PLUM CREEK GROUND WATER CONSERVATION DISTRICT.
- 4) PER WARRANTY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 1988000004 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 PLAN OF A SURVEY OF THIS TRACT BY S. CRAIG HOLLAND DATED DEC. 10, 1984". THERE IS INSUFFICIENT INFORMATION PROVIDED BY SAID DEED TO SHOW EXACT LOCATION OF SAID EASEMENT.



REF: FMB12, LLC
 S.F. NUMBER: 1989-19-2027
 DATED: AUG. 16TH, 2019
 THE PERTINENT LAND TITLE INSURANCE COMPANY, PATTER TITLE COMPANY AND FMB12, LLC

The undersigned do hereby certify that the plat shown represents the results of a survey made on the ground under my supervision and in my own person and that there are no discrepancies, omissions, additions or errors, including the location, measurements, contents of improvements, whether utility easements, except as shown and the property has access to and from a public highway.

The property shown herein is located in Zone "X" AREA OUT OF THE 500-YR. FLOOD PLAN

as shown on Community Flood Map of the FLOOD INSURANCE RATE MAP prepared for HAYS COUNTY by the Federal Emergency Management Agency, U.S.A. Effective Date: 03/15/19

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



LEGEND

1. Survey Boundary	11. Utility Easement
2. Easement Boundary	12. Easement
3. Right-of-Way Boundary	13. Right-of-Way
4. Right-of-Way	14. Right-of-Way
5. Right-of-Way	15. Right-of-Way
6. Right-of-Way	16. Right-of-Way
7. Right-of-Way	17. Right-of-Way
8. Right-of-Way	18. Right-of-Way
9. Right-of-Way	19. Right-of-Way
10. Right-of-Way	20. Right-of-Way



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'

Exhibit “B”

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 are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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;

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 ESD 11 (Travis County Fire Department) 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 as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and

maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater 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 wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

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

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

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

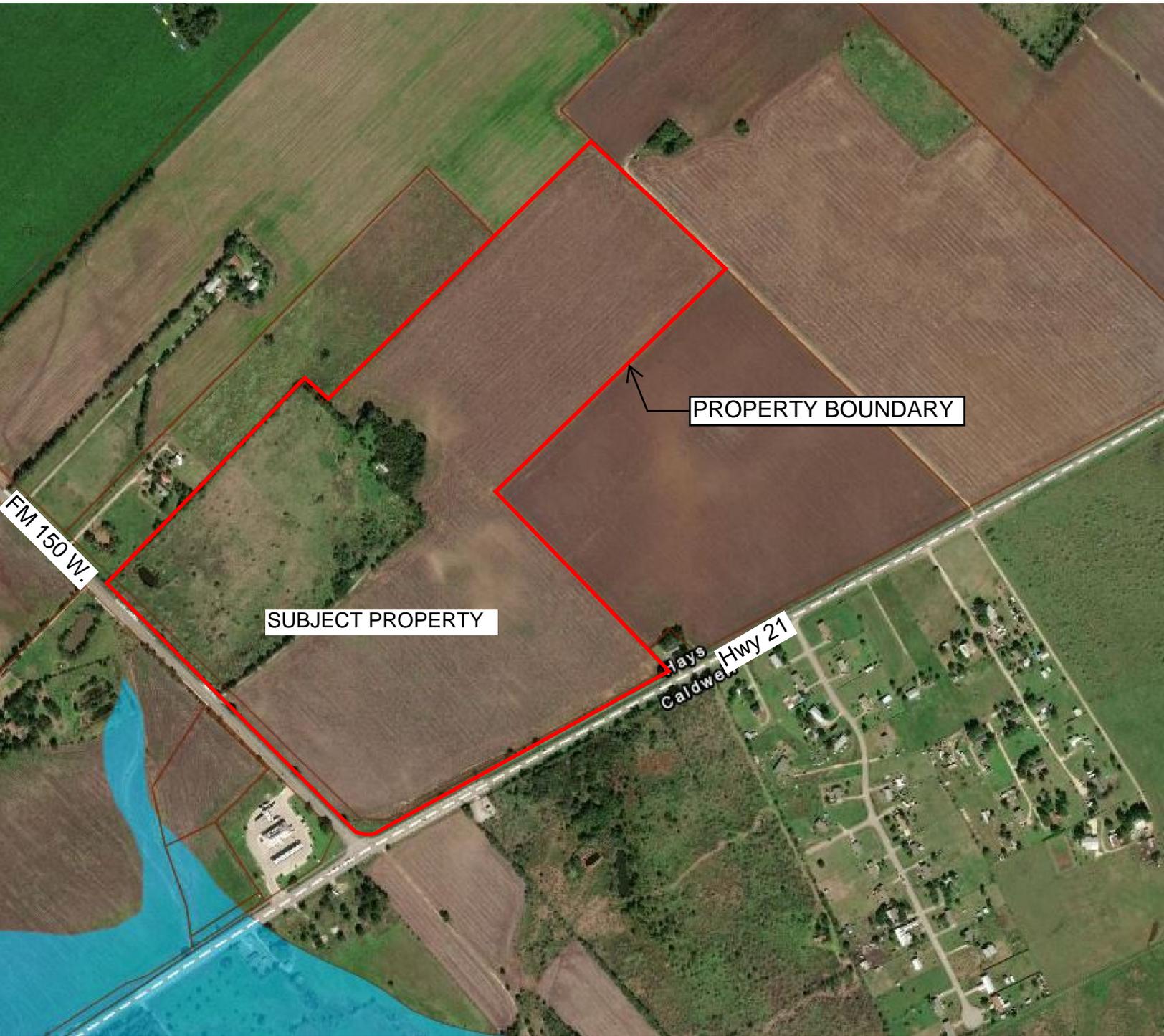
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer 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 subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

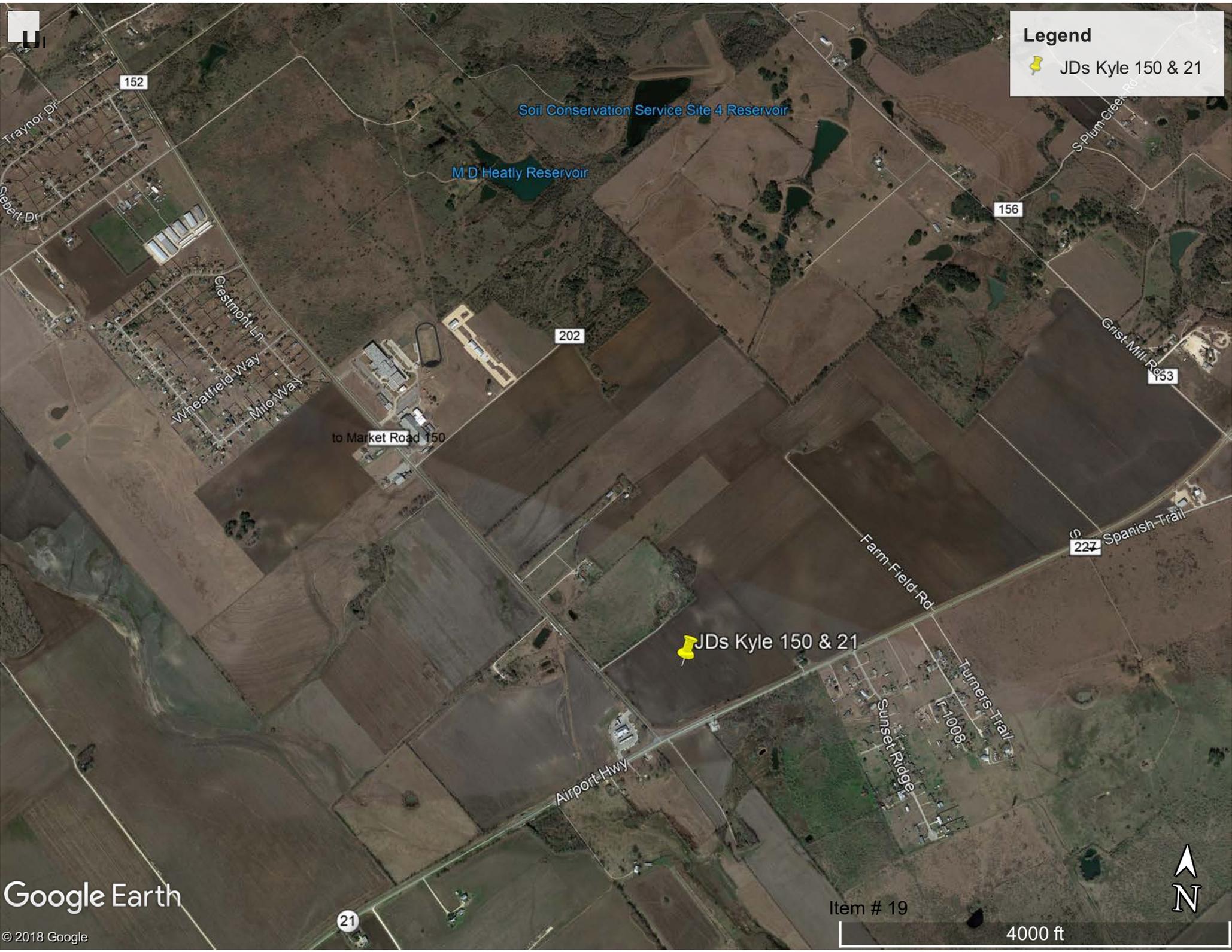
(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.





Legend

-  JDs Kyle 150 & 21



152

Soil Conservation Service Site 4 Reservoir

M D Heatly Reservoir

156

202

153

to Market Road 150

227

 JDs Kyle 150 & 21

Airport Hwy

21

Item # 19

4000 ft



Google Earth

© 2018 Google

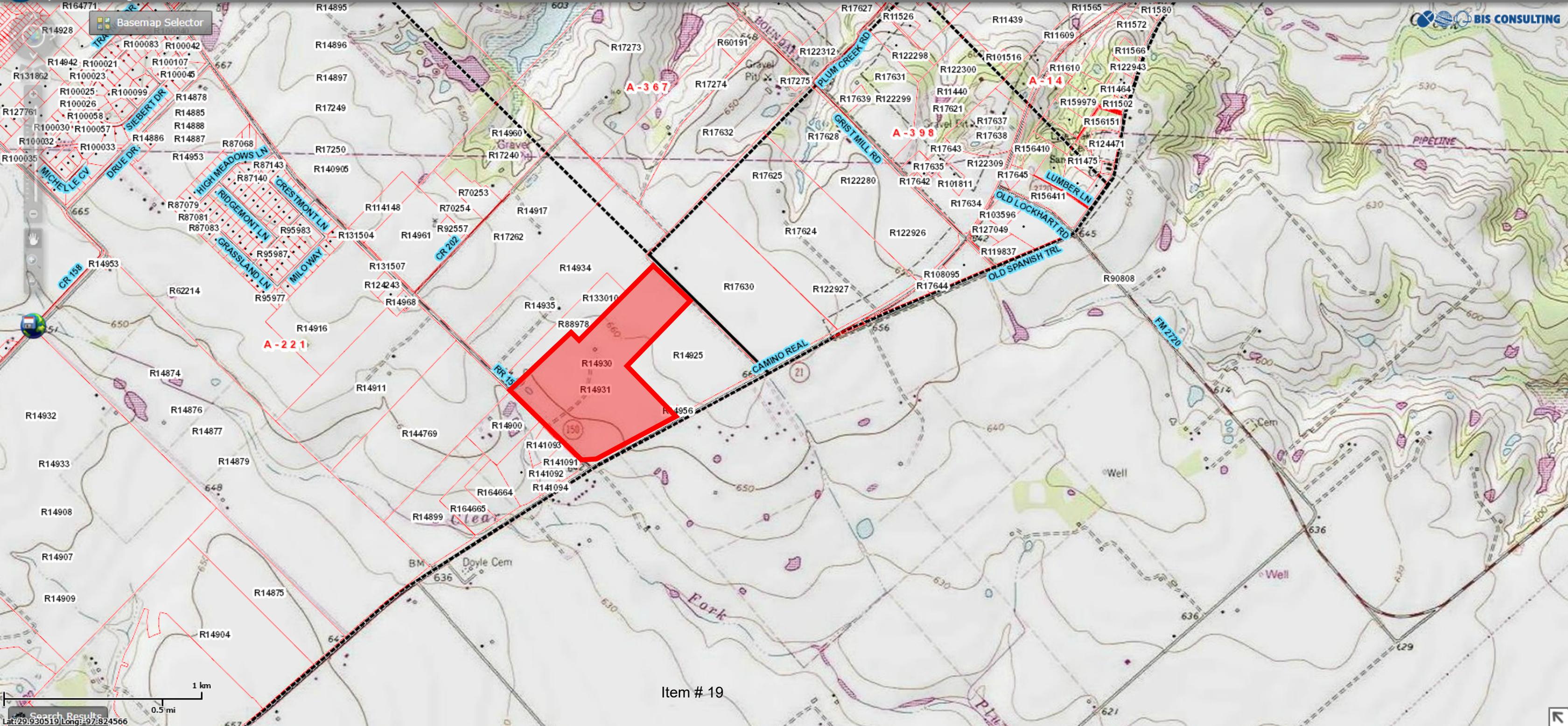
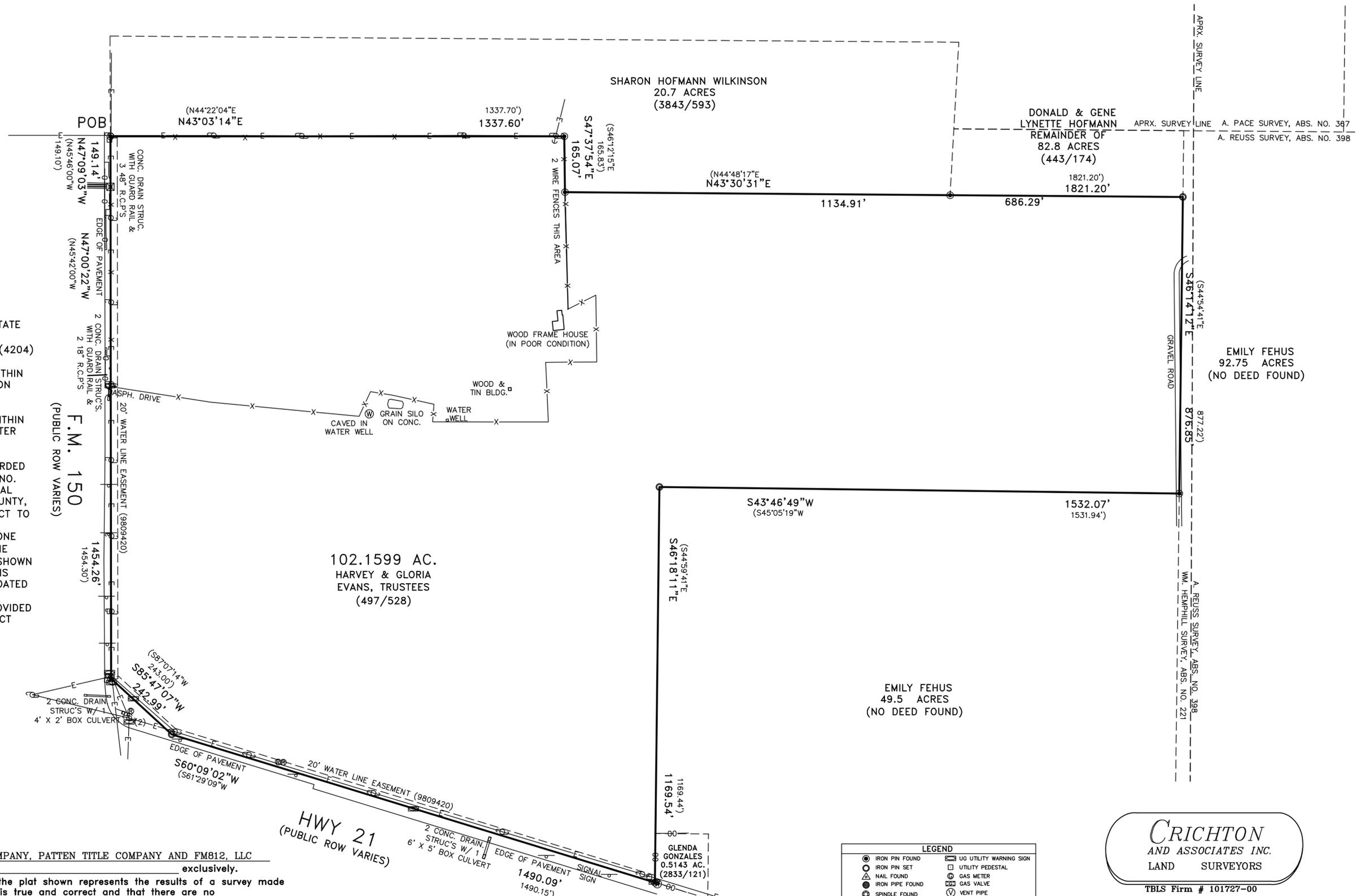
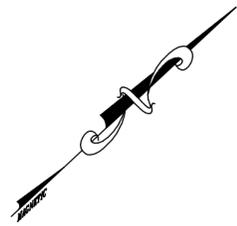
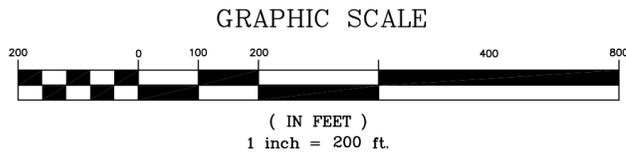


EXHIBIT A

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

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

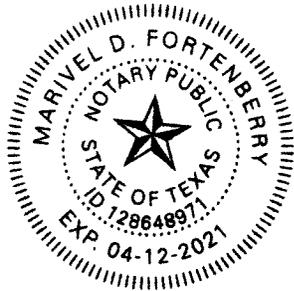


Gloria Evans, Trustee and Managing Partner

GF No. 9991-19-2627

STATE OF TEXAS §
COUNTY OF Travis §

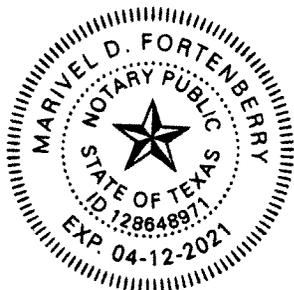
The foregoing instrument was acknowledged before me, the undersigned notary, on the 30 day of August, 2019 by **Harvey Evans, Trustee and Managing Partner of the Highway 21 Venture, a Texas general partnership.**



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





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

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 221 WM Hemphill Survey

of lots (if subdivided): _____ # of acres: 102.16 ac.

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

 X 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

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.

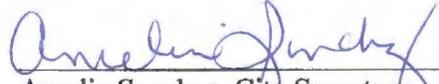
Section 2. The City Council hereby approves the Development Agreement for approximately 102.167 acres of Land in Hays County, Texas that is generally located northwest corner of the intersection of State Highway 21 and east RR 150 (as identified in exhibit C and more specially described in exhibit B).

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

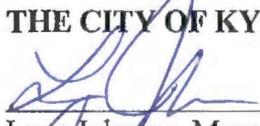

Lucy Johnson, Mayor

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

§
§
§

RH/g

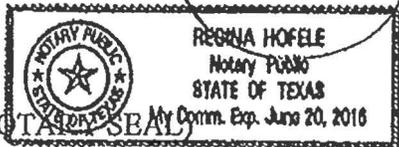
RH/g

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: _____

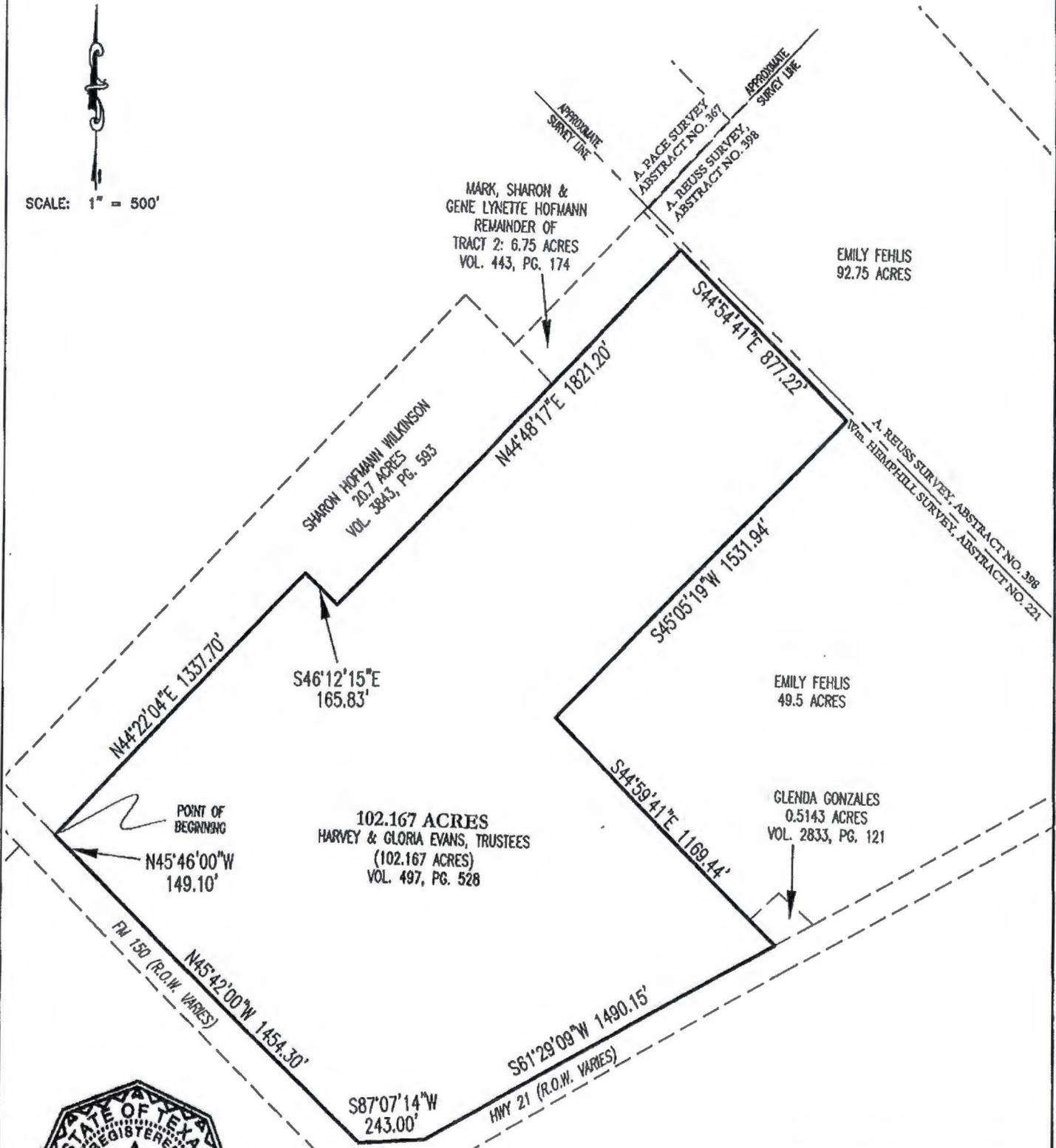
 8-27-13
ROBERT J. GERTSON, R.P.L.S. NO. 6367
Carlson, Briggance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
rgertson@cbdeng.com



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'



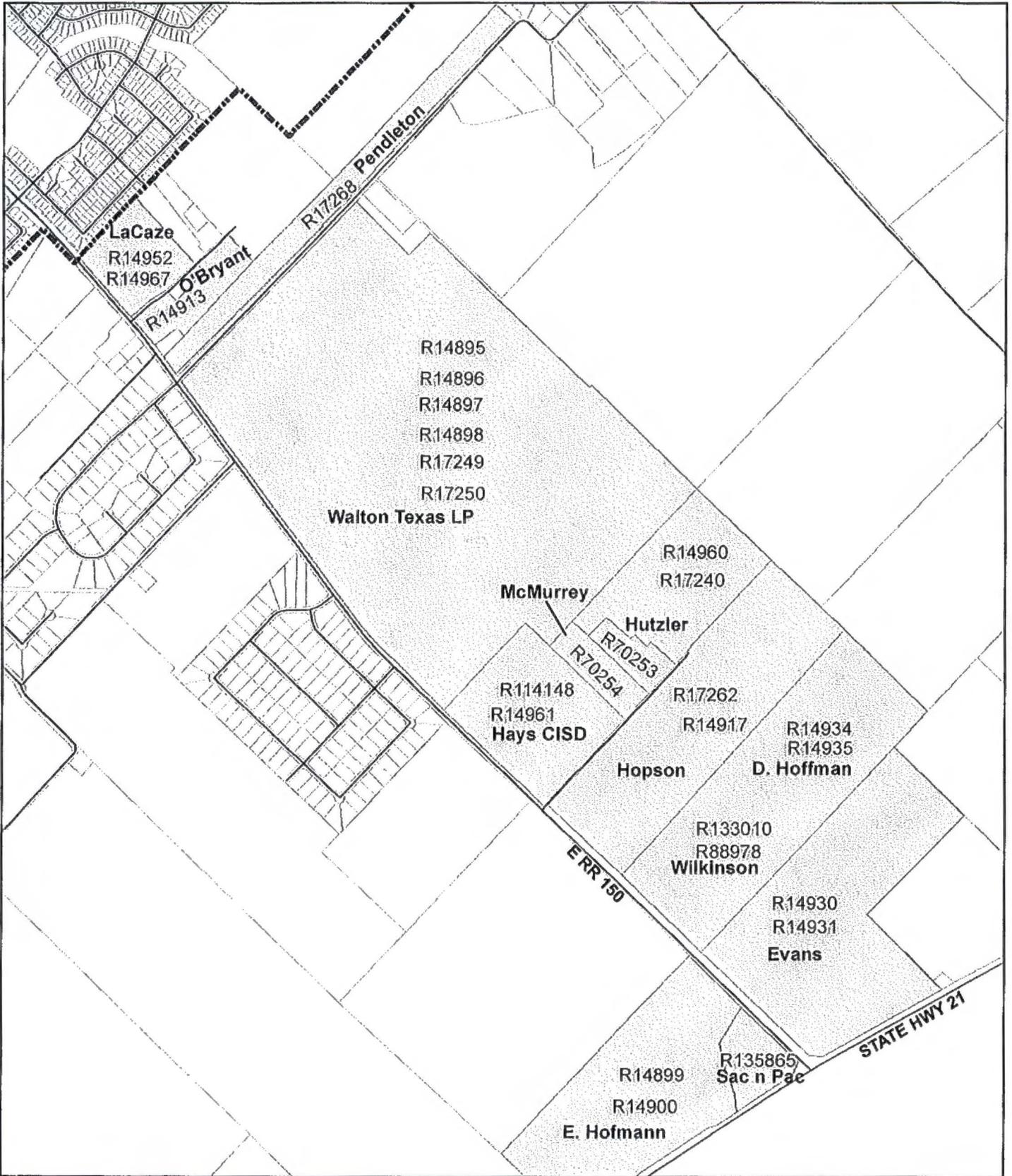
8-27-13

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 Casasa 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 # 19
	Current Kyle City			



CITY OF KYLE, TEXAS

Annexation - Blanco River Ranch Properties, LP (ANNX-21-0014)

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas, annexing 201.377 acres of land, more or less located at 1899 Six Creeks Blvd., Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. (Blanco River Ranch Properties, LP - ANNX-21-0014) ~ *Will Atkinson, Senior Planner*

- Public Hearing

Other Information: *Following a conversation with the applicant, staff asks the Mayor & Council to open and close the public hearing, and then postpone consideration of the annexation request until January 18th, 2022 & February 1st, 2022.

Please see attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Ordinance
- Staff Memo
- Request Letter
- Annexation Schedule
- Resolution
- Location Map
- Survey
- Blanco River Ranch - Interim Development Agreement
- Franchise Tax Account Status
- Landowner Authorization Letter
- Deed

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 201.377 ACRES OF LAND, MORE OR LESS, LOCATED AT 1899 SIX CREEKS BLVD, 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 intends to annex property at request of the property owner according to the metes & bounds survey attached hereto as Exhibit “1”;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “2”.

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:

Tract 1: Being 107.906 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in

Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “A” attached hereto.

Tract 2: Being 74.615 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “B” attached hereto.

Tract 3: Being 18.856 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “C” attached hereto.

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 “2”.

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. 4.

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 “1”

SUBJECT PROPERTY DESCRIPTION
+/- 201.377 Acres

URBANCIVIL

EXHIBIT "A"

Job No. 2104.04.NB
September 3, 2021

107.906 Acres Tract One

State of Texas County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.8913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

URBANCIVIL

Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

Page 2 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005800

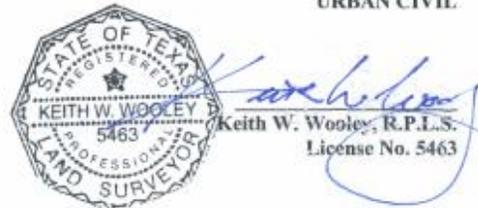
URBANCIVIL

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



Page 3 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

URBANCIVIL

EXHIBIT "B"

Job No. 2104.04.NB

September 3, 2021

74.615 Acres Tract Two

State of Texas County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.608.9913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10006900

URBANCIVIL

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

URBAN CIVIL

Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

Page 3 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

URBANCIVIL™

EXHIBIT "C"

Job No. 2104.04.NB

September 3, 2021

18.856 Acres Tract Three

State of Texas County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

Page 1 of 2

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.8913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005800

URBANCIVIL

Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

Page 2 of 2

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | urbandcivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

Exhibit “2”

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 are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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;

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 ESD 5 (Kyle Fire Department) 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 as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater 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 wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

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

(B) Reconstruction and resurfacing of streets, installation of drainage facilities,

construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer 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 subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **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.



CITY OF KYLE

Community Development Department

MEMORANDUM

TO: Mayor & Council

FROM: Will Atkinson – Senior Planner

DATE: Tuesday, January 4, 2022

SUBJECT: Annexation – Toll Brothers (ANNX-21-0014)

REQUEST

Upon request of the applicant, staff presents the annexation of approximately 201.377 acres, located at 1899 Six Creeks Blvd (Hays County, TX).

STAFF ANALYSIS

Over the last several months, representatives of Blanco River Ranch and Toll Brothers have coordinated with the City to purchase the 201.377-acres at 1899 Six Creeks Blvd. This property is the first project in “Phase 2” of the Blanco River Ranch property. It’s located just east of the designated commercial area (adjacent to the FM 150 Bypass/Waterridge Blvd), and north of the next section of Six Creeks Blvd. Toll Brothers is a high end, single-family residential builder and they plan to construct a subdivision within the afore mentioned acreage.

The acreage to be annexed sits within the Sensitive/Sustainable Land Use District, and has development regulations are currently controlled by the “Blanco River Ranch Interim Annexation and Development Agreement”. An updated development agreement will also be forthcoming in the near future, to account for more up-to-date development standards.

Sensitive/Sustainable Zoning Districts (per the development agreement)

Allowed: R-1-1, R-1-2, RS

Following annexation, the following processes will be followed to develop the site:

- Zoning
- Subdivision
- Building Permit(s)

The City of Kyle will provide water and wastewater to the site. Six Creeks Blvd will provide primary access to the project, with Waterridge Blvd (FM 150 Bypass) providing future connectivity when constructed.

Upon acceptance of this petition, a public hearing and first reading will be set for January 4th, 2022. A second reading of the ordinance will be set for January 18th, 2022.

***Following a conversation with the applicant, staff asks the Mayor & Council to open and close the public hearing, and then postpone consideration of the annexation request until January 18th, 2022 & February 1st, 2022.**

RECOMMENDATION

Staff recommends acceptance of the petition by resolution and asks the Mayor & Council to vote in affirmative, supporting the petition.

Toll Brothers® LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 18th, 2021

William A. Atkinson
City of Kyle, City Planner
100 W. Center Street, Kyle, TX 78640
Kyle, TX 78640

Re: Waterridge – Savannah Tract- Annexation Request Letter
Kyle, Texas 78640

Toll Brothers, Inc. is requesting annexation for the subject property located east of FM 150 and off Six Creeks Blvd. Kyle, Texas 78640, and further described in the attached Exhibit "A". The Hays County Parcel ID's have not yet been created for this project, but they will be updated at a later date. This property is currently owned Blanco River Ranch Properties, LP, but Toll Brothers will be purchasing this tract. Costello, Inc. will be acting as the agent for the owner. This tract is to be annexed by the City of Kyle based on a Development Agreement to be approved at the City Council Meeting on December 6th.

You may contact me at (412) 780-2312 or at adonatucci@tollbrothers.com if you have any questions regarding this submittal.

Sincerely,

Adrienne Donatucci

Adrienne Donatucci
Land Development Manager
Toll Brothers

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 201.377 ACRES, LOCATED AT 1899 SIX CREEKS BLVD, MORE OR LESS, OF LAND LOCATED IN HAYS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS (ANNX-21-0014).

WHEREAS, the owner of certain property located within Hays County, Texas, has petitioned the City of Kyle, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and to the extent not in conflict therewith, has further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way (Exhibit 1), not previously annexed into the City and the draft services plan shown in Exhibit “2”, are hereby accepted:

Tract 1: Being 107.906 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “A” attached hereto.

Tract 2: Being 74.615 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas,

and being more particularly described by metes and bounds in Exhibit "B" attached hereto.

Tract 3: Being 18.856 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "C" attached hereto.

A public hearing has been set for the date of October 5, 2021. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, Exhibit "A" shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

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

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit "1"

SUBJECT PROPERTY DESCRIPTION

+/- 201.377 Acres

URBANCIVIL

EXHIBIT "A"

Job No. 2104.04.NB
September 3, 2021

107.906 Acres Tract One

State of Texas County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

URBANCIVIL

Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

Page 2 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.8913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005800

URBANCIVIL

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

URBAN CIVIL



Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

URBANCIVIL

EXHIBIT "B"

Job No. 2104.04.NB
September 3, 2021

74.615 Acres Tract Two

State of Texas County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

Page 1 of 3

190 South Seguin Avenue, New Braunfels, Texas 78130

830.608.3913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

URBAN CIVIL

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

URBAN CIVIL

Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

Page 3 of 3

URBANCIVIL

EXHIBIT "C"

Job No. 2104.04.NB

September 3, 2021

18.856 Acres Tract Three

State of Texas County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

Page 1 of 2

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.8913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005900

URBANCIVIL

Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

Page 2 of 2

190 South Seguin Avenue, New Braunfels, Texas 78130

830.606.3913 | urbancivil.com

TBPELS Firm Numbers: Engineering 17233 | Surveying 10005000

Exhibit “2”

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 are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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;

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 ESD 5 (Kyle Fired Department) 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 as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the

annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater 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 wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public

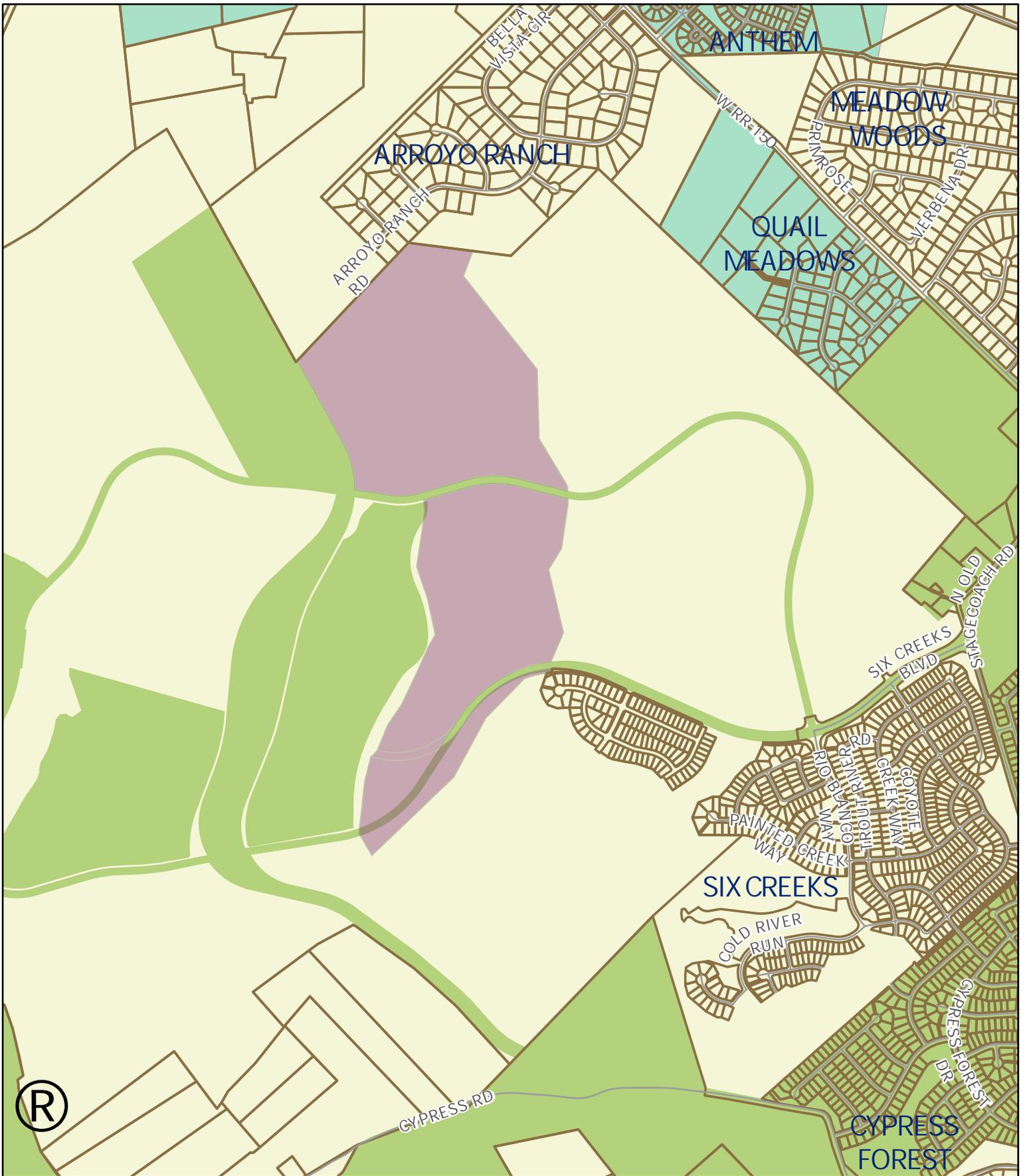
streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;
 - (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
 - (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
 - (D) Installation and maintenance of street lighting in accordance with established policies of the City;
- (iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer 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 subject property the same as similarly situated properties.

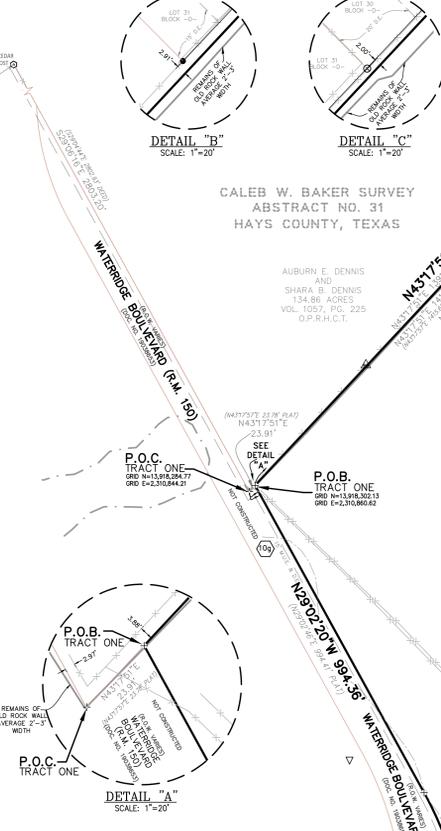
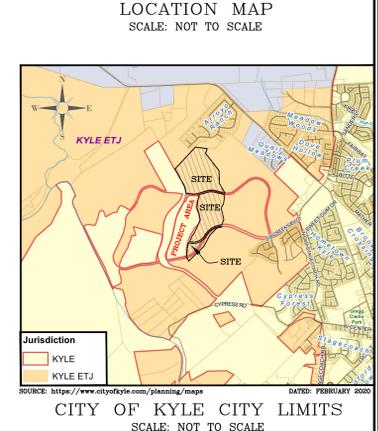
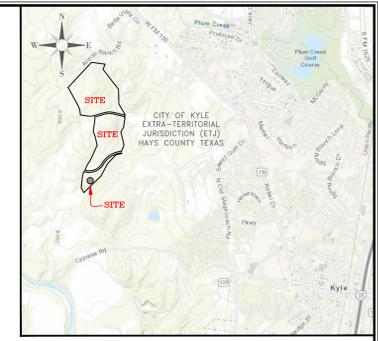
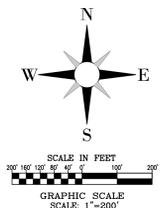
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **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.



Property Location Map
 ANNX-21-0014
 Voluntary Annexation Petition
 201.38 Acres

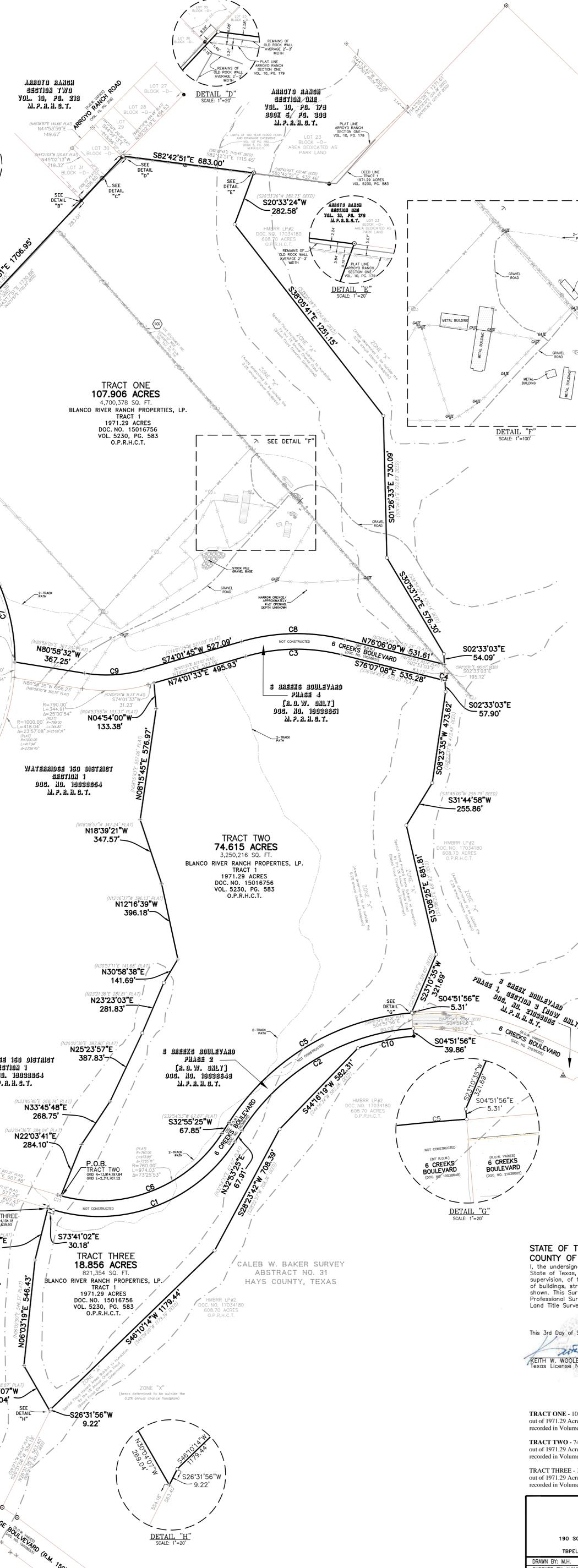
- KYLE CITY LIMITS
- KYLE ETJ
- MOUNTAIN CITY ETJ
- Area to be Annexed
- Parcel Lines



Curve #	Length	Radius	Delta	TANGENT	CHORD	CHORD D
C1	1076.45	840.00	073°25'25"	626.39	N69°38'34"E	1004.29
C2	1070.50	1160.00	052°33'07"	576.91	S69°20'24"W	1033.10
C3	500.86	960.00	029°53'35"	256.27	N89°00'36"E	495.20
C4	19.76	715.00	001°35'01"	9.88	S76°57'27"E	19.76
C5	1143.64	1240.00	052°50'36"	616.12	S59°19'09"W	1103.53
C6	957.26	780.00	072°10'01"	553.87	S69°00'25"W	895.22
C7	511.96	1000.00	029°19'59"	261.72	N14°23'53"W	506.39
C8	542.61	1040.00	029°53'37"	277.63	S88°58'36"W	536.48
C9	309.84	710.00	025°00'43"	157.48	S86°32'41"W	307.49
C10	287.92	1184.66	014°24'31"	149.75	S77°55'39"W	297.13
C11	16.77	760.00	001°15'52"	8.39	N74°16'39"W	16.77

- Symbol Legend:**
- 1/2 Inch Iron Rod Found
 - Chiseled "X" on Rock
 - 1/2 Inch Iron Rod Found with Yellow Plastic Cap "ATWELL LLC"
 - 1/2 Inch Iron Rod Found with Yellow Plastic Cap "AST"
 - 1/2 Inch Iron Rod Found with Yellow Plastic Cap "HAYNE CONSULTING"
 - 5/8 Inch Iron Rod Found with Yellow Plastic Cap "COBB PENDLEY & ASSOC"
 - 60D Nail Found
 - 5/8 Inch Iron Rod Found
 - Spindle Found
 - 1/2 Inch Iron Rod Set with Orange Plastic Cap "URBAN CIVIL"
 - 15' Municipal Utility Easement and Drainage Easement
 - Power Pole
 - Anchor Guy Wire
 - Electric Meter
 - Junction Box (Electrical)
 - Irrigation Valve
 - Gate
 - Gas Marker
 - Storm Drain Manhole
 - Septic Lid
 - P.O.C. Point of Commencement
 - P.O.B. Point of Beginning

- Linetype Legend**
- Boundary Line
 - Adj. Boundary Line
 - Building
 - Centerline of 2 Tract Path
 - Centerline of Gravel Road
 - Edge of Concrete
 - Rock Wall
 - Fence-Wire
 - Overhead Electric
 - Floodplain Line
 - Asphalt
 - Concrete
 - Gravel
 - Building Structure



NOTES

- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCE TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH-CENTRAL ZONE 4204, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983(2011) EPOCH 2010.00. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. COORDINATES WERE ADJUSTED FROM STATE PLANE GRID TO SURFACE USING A SCALED ADJUSTMENT FACTOR OF 1.000100 (RECORD OF 1.000100/09900009).
- FIELD WORK ON REFERENCED PROJECT WAS SURVEYED AND LOCATED BY URBAN CIVIL ON MAY 7-26, 2021 AND AUGUST 9-24, 2021.
- SOME FEATURES SHOWN ON THIS SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- A LEGAL DESCRIPTION WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PREPARED IN OUR OFFICE ON SEPTEMBER 3, 2021, PROJECT NO. 2014.04.NB.

FLOOD NOTE:

THIS PROPERTY IS WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AND WITHIN ZONE A, DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASED FLOOD ELEVATIONS DETERMINED", BASED ON THE FLOOD INSURANCE RATE MAP, HAYS COUNTY, TEXAS AND INCORPORATED AREAS, PANEL 270 OF 495, MAP NUMBER 4820903270F AND PANEL 385 OF 495, MAP NUMBER 4820903035F, MAP REVISED DATE SEPTEMBER 2, 2005.

Title Commitment:

FIRST AMERICAN TITLE GUARANTY COMPANY
 OF NO. 21-2316-1
 EFFECTIVE DATE: MAY 5, 2021, AT 8:00 AM
 ISSUED DATE: MAY 26, 2021 AT 8:00 AM

- This Survey was prepared in reference to the above Title Commitment and is Certified hereon for this transaction only and not for any subsequent transfers, LPs or parties. It does not constitute a title search by the surveyor. All information regarding record easements, adjoiners, and other documents that might affect the quality of a title to the tract shown hereon was gained from the Title Commitment.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - Any portion of the property lying within the boundary of any road or roadway.
 - Right of first refusal as set forth in Notice of Right of First Refusal, dated September 20, 2017, recorded in Document No. 17034187, of the Official Public Records of Hays County, Texas. **NOT A SURVEY MATTER**
 - Easements, easement rights and building setback lines, as recorded in Document No(s) 19038648, 19038651, 19038653, Plat Records of Hays County, Texas. **DOES NOT AFFECT**
 - Terms, conditions, and stipulations in that certain Ordinance No. 199, as recorded in Volume 565, Page 835, of the Real Property Records of Hays County, Texas. **NOT A SURVEY MATTER**
 - Easement granted to GTE Southwest Incorporated, Ordinance No. 737, Page 716, of the Real Property Records of Hays County, Texas. NOTE: This item may be deleted upon survey review. **BLANKET IN NATURE**
 - Terms, conditions, and stipulations in that certain Easement Agreement for Access, by and between A. W. Gregg and State of Texas, as recorded in Volume 2755, Page 835, of the Official Public Records of Hays County, Texas. NOTE: This item may be deleted upon survey review. **DOES NOT AFFECT**
 - Terms, conditions, and stipulations in that certain Interim Annexation and Development Agreement, by and between City of Kyle and Blanco River Ranch Properties, LP, as recorded in Document No. 17018505, being further affected by instruments recorded in Document No(s) 17034183 and 00056036, all of the Official Public Records of Hays County, Texas. **BLANKET IN NATURE, MAY AFFECT. AFFECTS PARENT TRACT, VISIBLE EVIDENCE OF FACILITY SHOWN HEREON.**
 - Terms, conditions, and stipulations in that certain Tri-Party Agreement, by and between City of Kyle, Hays County, and Blanco River Ranch Properties LP, as recorded in Document No. 17018506, being further affected by instruments recorded in Document No. 17034184, all of the Official Public Records of Hays County, Texas. **NOT A SURVEY MATTER**
 - Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, contained in deed, recorded in Volume 110, Page 68, of the Deed Records of Hays County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.
 - Reservation of all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, contained in deed, recorded in Volume 5230, Page 583, of the Official Public Records of Hays County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.
 - Reservation of all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, contained in deed, recorded in Volume 5230, Page 583, of the Official Public Records of Hays County, Texas.
 - Terms, conditions, and stipulations in that certain Partial Waiver of Surface Rights, as recorded in Document No. 17018628, of the Official Public Records of Hays County, Texas.

STATE OF TEXAS
 COUNTY OF HAYS

I, the undersigned, KEITH W. WOOLEY, a Registered Professional Land Surveyor in the State of Texas, have made an on the ground field survey, under my direction and supervision, of the property legally described herein; observable, aboveground evidence of buildings, structures and other improvements situated on the premises have been shown. This Survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2 Land Title Survey.

Witness my hand and seal this 3rd Day of SEPTEMBER, 2021 A.D.

KEITH W. WOOLEY, R.P.L.S.
 Texas License No. 5463

LAND TITLE SURVEY

of

TRACT ONE - 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas.

TRACT TWO - 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas.

TRACT THREE - 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas.

URBAN CIVIL

190 SOUTH SEQUIN AVENUE NEW BRAUNFELS, TEXAS 78130
 PHONE (830) 606-3913 FAX (830) 625-2204
 TBPELS FIRM NO.: ENGINEERING 17233, SURVEYING 10005900

DRAWN BY: M.H. DATE: AUGUST 2021
 CHECKED BY: K.W.W. JOB NO.: 2104.04.NB

REVISIONS	
DATE	DESCRIPTION

SHEET 1 OF 1

BLANCO RIVER RANCH
INTERIM ANNEXATION AND DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Blanco River Ranch Interim Annexation and Development Agreement (the "**Agreement**") is made and entered into by and among the **CITY OF KYLE, TEXAS** a home rule city and municipal corporation (the "**City**"); and **BLANCO RIVER RANCH PROPERTIES, LP**, a Texas limited partnership ("**Owner**"). By the signature below, Owner warrants and represents that there are no other owners of any portion of the Property and no other third-parties holding an interest therein.

RECITALS

- A. Owner owns a total of approximately 2,166 acres of land located in Hays County, Texas contained within the area described in the attached Exhibit "A" (the "Property"). The Property is located in the City's extraterritorial jurisdiction ("ETJ"), and also within its corporate limits. Exhibit "A-1", "Jurisdiction Map" details the area of the Property located currently within the City of Kyle's corporate limits (the "Current City Limits Property").
- B. Owner intends to develop a portion of the Property as Commercial ("Commercial Land") and a portion of the Property as Residential ("Residential Land"), as shown on Exhibit "A-2".
- C. Owner has filed a petition for voluntary annexation, as amended, for the Commercial Land and the City has begun the process to institute annexation proceedings for the Property to be finalized contemporaneously herewith.
- D. In consideration of Owner agreeing to voluntary annexation of the Property, the Owner desires to (i) have the City enter into a Final Development Agreement for the Property; (ii) have the City create a Public Improvement District (PID) or other infrastructure financing mechanisms on the entire Property, (iii) enter into a Chapter 380 reimbursement agreement for the Commercial Land, and (iv) disannex the Current City Limits Property.
- E. The City acknowledges that the Chapter 380, PID, TIF or other infrastructure financing mechanisms on the Property are essential for development and economic value of the Property.

- F. The City and Owner intend to enter into a Final Development Agreement reflecting additional and more specific agreed terms.
- G. The City acknowledges that the Residential Land will not be annexed until the applicable PID bonds have been paid off and there are no more PID assessments on the Residential Land.
- H. This Agreement is entered into pursuant to Section 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.
- I. This Agreement is to be recorded by the City in the Real Property Records of Hays County, Texas.
- J. The Owner and the City desire to enter into this Agreement to document agreed terms as of the effective date of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“**City Code**” means the City Code of Ordinances of Kyle, in effect on the date hereof.

“**City Council**” means the City Council of the City or any other successor governing body.

“**Commercial Land**” means the portion of the Property proposed for annexation that contains property proposed for commercial development and certain portions of roadways, as shown on Exhibit A-2.

“**Concept Plan**” means the concept plan attached hereto as Exhibit “B”.

“**Effective Date**” and similar references means the date of the latest signature by authorized representatives of the parties.

“**ETJ**” means all land located within the City’s extraterritorial jurisdiction under Chapter 42 of the Texas Local Government Code, as reflected in the recitals of this Agreement.

“**Final Development Agreement**” shall mean the Final Annexation and Development Agreement which the Owner and City intend to enter into, reflecting additional and more specific agreed terms which will amend, restate and replace this Agreement.

“**Notice**” shall have the meaning set forth in Section 10.04.

“**Project**” shall mean a master-planned subdivision that will include approximately 3,500 single family homes, amenity area(s) with recreational facilities, commercial, mixed-use, retail, corporate campus, and destination resort development sites. The Project includes the construction of off-site and on-site utility facilities to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement. The Project may include multiple phases for platting and construction purposes.

“**Property**” means all land described in Exhibit “A”.

“**Requested Approvals**” means (i) the approval by the City Council of a Final Development Agreement for the Property; (ii) annexation of the Commercial Land for limited purposes; (iii) approval by the City Council of the creation of a PID on the entire Property and issuance of bonds; and (iv) approval of a Chapter 380 reimbursement agreement for the Commercial Land.

“**Residential Land**” means (i) the portion of the Property not proposed for annexation that contains property proposed for residential development and certain portions of roadways, as shown on Exhibit “A-2” and (ii) the Current City Limits Property.

Section 1.02 Other Definitions. All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

Article II.
ANNEXATION

Section 2.01 Annexation.

- A. The Commercial Land is being annexed contemporaneously herewith.
- B. After full purpose annexation, all city ordinances, regulations and requirements applicable in the City's full purpose jurisdiction shall apply to the Commercial Land, except for those exclusions from the City Code described on Exhibit "C". The Owner covenants and agrees that while not having to comply with the City Code described on Exhibit "C", the Owner will not be prescribed any rights or authorities generally allowed by such codes. Additionally, the Owner agrees to not file any type of application for a subdivision plat or other development-related approval for any given portion of the Commercial Land with the City until the Public Improvement District ("PID") has been established or the Final Development Agreement has been executed.
- C. The Commercial Land will initially be zoned as agricultural district A (City Code Section 53-35) until ultimately rezoned at the time of platting, in accordance with the Concept Plan to allow for the proposed commercial uses, as shown on Exhibit "B".
- D. This Interim Annexation and Development Agreement is considered the first permit for purposes of Chapter 245 of the Texas Local Government Code.
- E. Annexation of the Residential Land will be addressed in the Final Development Agreement, but it is intended that the Residential Land will be annexed once the applicable PID bonds have been paid off and there are no more PID assessments on the Residential Land

Section 2.02 Disannexation.

- A. It is hereby agreed that this Agreement shall be deemed to be a petition to disannex the Current City Limits Property pursuant to Section 1.07 of the City Charter and the City agrees to support and in good faith diligently process Owner's petition to disannex the Current City Limits Property.

Article III.

REQUESTED APPROVALS; ANTICIPATED SCHEDULE

Section 3.01 PID.

A. The City's current requirements for approving a Public Improvement District under Chapter 372 of the Texas Local Government Code ("PID") are attached as Exhibit "D-1" (the "PID Requirements"). Subject to the submittal of a petition by Owner, including other materials required by the City's PID Requirements, (the "PID Petition") the City shall cooperate with Owner in good faith to form a Public Improvement District ("PID") generally incorporating the terms attached hereto as Exhibit "D", covering the Property and to issue bonds to fund Public Improvements for the Project. The bonds will be secured by the levy and collection of special assessments against the Property.

B. The purpose of the PID shall be to (a) pay for the PID qualified costs associated with the construction of on-site Public Improvements permitted under Tex. Local Gov't Code Chapter 372; (b) pay for the PID qualified costs associated with the construction of off-site Public Improvements that are permitted under Tex. Local Gov't Code Chapter 372; and (c) reimburse the City for administrative and/or operational costs resulting from the PID.

Section 3.02 Commercial Zoning/Final Development Agreement.

A. As provided in Article II, the Property is being annexed contemporaneously herewith and is being zoned as agricultural district A (City Code Section 53-35). Notwithstanding the foregoing, all presently existing uses on the Property, including the ability to have open burns, using firearms for hunting, and discharging rifles or any other firearms allowed under State law shall continue to be permitted on the Property following annexation. However such hunting and discharging of firearms will not be allowed within 500 feet of residential dwellings not on the Property.

B. Due to: (i) the Owner agreeing to voluntary annexation of the Commercial Land prior to the time that the Owner was ready to commence building infrastructure for the Project, and (ii) the Owner is still working on the conceptual layout and design for the Project, the Commercial Land was not ready for final zoning at the time of annexation. As a result, the Parties hereby acknowledge that it is intended that the Commercial Land will ultimately be zoned commercial at the time of platting, in accordance with the terms hereof, the Concept Plan, and the Final Development Agreement. The Parties intend that Final Development Agreement will include the following:

- Standards regarding perimeter streets and other adjustments to City Code
- Parks Plan
 - A city park will be dedicated along Blanco River as generally shown on Exhibit "E"

- Additional parkland will be provided
- Maintenance of the roads, sidewalks, parks, trails, and related items
- Rollback tax refunds

Section 3.03 **Chapter 380.** The City shall cooperate with Owner in good faith to enter into a Chapter 380 reimbursement agreement for the Commercial Land, generally in accordance with the terms of Exhibit “D” attached hereto.

Section 3.04 **Chapter 381.** The City acknowledges that Owner may apply for a Chapter 381 reimbursement agreement on the Commercial Land with Hays County. The City agrees to cooperate with Owner and support Owner’s efforts to obtain a Chapter 381 reimbursement agreement with Hays County.

Section 3.05 **FM 150 Realignment.** The Final Development Agreement will include a mutually agreed upon alignment of FM 150 that is agreeable to Hays County, generally as shown on Exhibit “F”.

Section 3.06 **Schedule.** Given the fact that the Owner and the City have had detailed discussions regarding the Requested Approvals and so long as the Owner timely provides all of the key information regarding the Requested Approvals, the City hereby agrees to use good faith diligent efforts to respond to submittals and schedule hearing and meetings so that the Requested Approvals can be obtained in accordance with the schedule set by the Owner.

Article IV.

WATER AND WASTEWATER SERVICE

Section 4.01 **Intent of the City of Kyle to Provide Water and Wastewater Services.** As indicated in letters from the City of Kyle dated March 25, 2015 and April 21, 2015 the City of Kyle has committed to provide water and wastewater service for the entire Blanco River Ranch Property. At this time it is anticipated that the development will include approximately 3,500 single family connections, one (1) elementary school, approximately 1,050,000 square feet of commercial space and a Destination Resort.

- a) **Wastewater Service.** It is understood that the Project may have multiple wastewater connection points to the City of Kyle’s wastewater infrastructure network, generally as shown on Exhibit “G”.

There is an existing manhole within the ROW of Old Stagecoach that the development may utilize for up to that number of LUEs to be determined

in the Final Development Agreement. Generally, this will serve the portion of the Project that gravity flows toward Old Stagecoach Road.

The City is planning to expand the Elliott Branch wastewater system and have second gravity wastewater connection point at the intersection of Old Stagecoach and Center Street. This connection will be sized for the remaining number of LUEs to be determined in the Final Development Agreement.

- b) Water Service. It is understood that the Project will connect to the existing 12" water main in Old Stagecoach and to the proposed 12" water main RR 150.

The Project will also be required to construct on-site storage in accordance with Texas Commission on Environmental Quality "TCEQ" criteria for the development.

The City represents that it has rights to sufficient raw water to meet its overall service obligations, including providing up to 4,221 LUEs of water service to the Property in accordance with the terms of this Agreement.

As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service for the Project. The Parties acknowledge that the Property will build out over a number of years and that the City may decide to incrementally construct additional utility system improvements over time. The Parties acknowledge that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand its utility system to enable the City to meet its utility service obligations under this Agreement. Owner further acknowledges the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Agreement. The City acknowledges that Owner requires certainty regarding the City's plans for meeting the City's utility service obligations under this Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations in accordance with the terms of this Agreement.

Owner shall be responsible for completion of the improvements (the "Owner Wastewater Improvements") necessary to connect the Property to the City's existing wastewater system (or any expansions of the system required by the City pursuant to the preceding paragraph). Owner will only be responsible for paying for infrastructure that is needed onsite and offsite for Owner's

intended development of the Property (i.e. Owner will not be required to oversize water, wastewater lines or wastewater facilities infrastructure at Owner's expense). If the City desires that any infrastructure be oversized then the City shall within ninety (90) days of completion of that given component of the infrastructure reimburse Owner, or enter into a reimbursement agreement agreed to by the Owner for the incremental share of the costs of the infrastructure compared to the infrastructure necessary to serve the project. For example, if a 10-inch line is necessary to serve the project, and the City requests a 15-inch line, then the City shall be required to reimburse the Owner for the incremental cost associated with increasing the line from 10" to 15". This is typically determined by providing an engineering cost estimate for the construction of a 10" line, and an engineering cost estimate for construction of a 15" line then subtracting the two to arrive at the incremental cost. Final determination of the incremental cost shall be determined by the City Engineer or their designee.

City shall be responsible for expansions and/or upgrades to the City's existing wastewater facilities that are necessary for the City to provide service to the Property. The City shall complete any such expansions or upgrades in a timeframe necessary to meet the service needs of the Project.

- c) Any impact fees for water and wastewater service will be paid at building permit.

NOTE: General Terms to be included in the Water and Wastewater Services Agreement to be executed with the Final Development Agreement:

- a. **Service Connections fees**
- b. **Impact Fees and Charges**
- c. **Owner and City Improvement Construction Obligations**
- d. **Service Units Defined.**
- e. **Use of City Property and Easements.**
- f. **Easement Acquisition.**
- g. **Use of Condemnation for public purpose in accordance with state law.**

Article V.

EFFECTS OF EARLY ANNEXATION

Section 5.01 Nature of Final Development Agreement. This Interim Development Agreement is intended as a precursor to a Final Development Agreement that addresses land use, development standards and similar customary issues to the mutual satisfaction of Owner and the City. This Interim Development Agreement authorizes the City to enter into the Final Development Agreement upon approval of the terms by Owner and the City Council and the Final Development Agreement shall be considered to have the same effective date as this Interim Development Agreement for all purposes. The City agrees to negotiate in good faith for a Final Development Agreement. This Interim Development Agreement shall cease to be effective on the earlier to occur of (a) the execution of the Final Development Agreement or (b) the disannexation of the Commercial Land pursuant to Section 8.03 below if the Parties cannot agree on a Final Development Agreement.

Article VI.

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of Owner.

- A. **Organization and Good Standing.** Owner has full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all his obligations under this Agreement for the entire Property.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform his obligations under this Agreement for the entire Property.

Section 6.02 Representations and Warranties of the City.

- A. **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Article VII.

FRUSTRATION OF PURPOSE

Section 7.01 Frustration of Purpose. If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is affected in whole or in part as a result of amendments to the underlying statutory authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted, or if the Texas Legislature amends state law in a manner having the effect of limiting or curtailing any right or obligation of the parties under this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated. In such case, the parties agree to work in good faith to amend this Agreement so that the purpose of this Agreement may be fully realized, including full purpose annexation if necessary. Owner agrees not to sponsor or support legislation that would hinder the City's ability to annex any portion of the Property in accordance with the provisions hereof.

Article VIII.

DEFAULT AND REMEDIES FOR DEFAULT

Section 8.01 Default. It shall be a default under this Agreement by a party, if such party shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of thirty (30) business days after written notice of such failure. However, in the event the default is of a nature that cannot be cured within such thirty (30) day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question, but in no event more than ninety (90) days.

Section 8.02 Remedies between the City and Owner. Should any default between Owner and the City remain uncured after Notice to the other as

provided in Section 9.01, the non-defaulting party, whether Owner or City, may pursue any remedy that is available at law or in equity at the time of breach.

Section 8.03 Disannexation. If (1) the City and Owner are unable to negotiate a 380 Agreement or Final Development Agreement that is satisfactory to both parties within sixty (60) days of the effective date of this Agreement, (2) the Owner is unable to establish a PID per Section 3.01, or (3) if, despite the intentions of the Parties described in Section 2.02 above, the City Council does not approve disannexation of the Current City Limits Property, the Owner may petition for disannexation of the Commercial Land per Section 1.07 of the City Charter. The City in good faith will take action to disannex the Commercial Land. The Parties may mutually agree to extend the deadline stated above for an additional thirty (30) days.

Article IX.

MISCELLANEOUS PROVISIONS

Section 9.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Owner.

Section 9.02 Termination. This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner. The Agreement shall terminate automatically upon the execution of the Final Development Agreement. In the event this Agreement is terminated by mutual agreement of the parties or by its terms, the parties shall promptly execute and file of record in the Official Public Records of Hays County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

Section 9.03 Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all Owners. After the Effective Date hereof, this Agreement shall be recorded in the Official Public Records of Hays County, Texas.

Section 9.04 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. A copy of either notice required by this section shall be forwarded to the City at the following address:

City:

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

Owner:

Blanco River Ranch
Attn: Gregg Reyes
1901 Hollister Road
Houston, Texas 77080

With a copy to:

Metcalf Wolff Stuart & Williams, LLP
Attn: Steven C. Metcalfe
221 W. 6th Street, Suite 1300
Austin, Texas 78701

Section 9.05 **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

Section 9.06 **Waiver.** Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.07 **Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement shall be in a Hays County Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 9.08 **Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges and immunities under applicable laws.

Section 9.09 **Counterparts.** This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each

COUNTY OF HAYS

THIS INSTRUMENT is acknowledged before me on this 6th day of May, 2016, by R T Wilkerson, Mayor, of the City of Kyle, Texas, a municipal corporation, on behalf of that municipal corporation.



Amelia Luna Sanchez

Notary Public, State of Texas

My Commission Expires: 12/03/17

OWNER:

BLANCO RIVER RANCH PROPERTIES, LP,
a Texas limited partnership

By: *Gregg T. Reyes*
Name: Gregg T. Reyes
Title: General Partner

THE STATE OF TEXAS
COUNTY OF HAYS

THIS INSTRUMENT is acknowledged before me on this 4th day of May,
2016, by Gregg T. Reyes, as General Partner of
Blanco River Ranch Properties, Lp.

[SEAL]

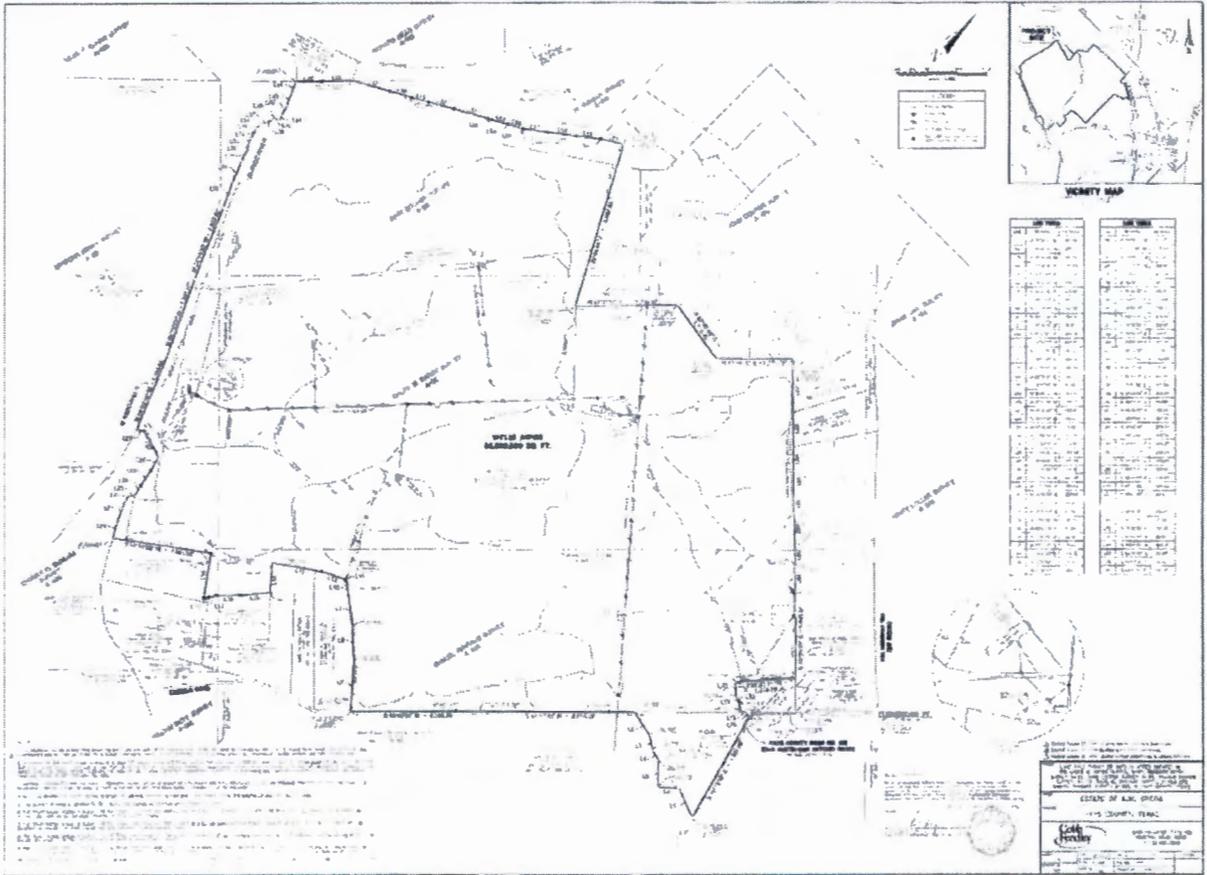


Laura G. Leal
Notary Public, State of Texas

My Commission Expires: 8/26/2018

Exhibit "A"

Legal Description



DESCRIPTION OF A TRACT OF LAND CONTAINING
1971.29 ACRES (85,869,500 SQUARE FEET) SITUATED
IN THE CALEB W. BAKER SURVEY, A-31, SEABORN
BERRY SURVEY A-32, JOHN COOPER SURVEY, A-99,
WILLIAM DUNBAR SURVEY, A-156, THOS. C. SNAILUM
SURVEY, A-409 AND THE SAMUEL PHARASS SURVEY,
A-360 SURVEY, HAYS COUNTY, TEXAS

Being a tract of land containing 1971.29 acres (85,869,500 square feet) situated in the Caleb W. Baker Survey, A-31, the Seaborn Berry Survey, A-32, the John Cooper Survey, A-99, the William Dunbar Survey, A-156, the Thos. C. Snailum Survey, A-409 and the Samuel Pharass Survey, A-360 in Hays County, Texas, and also being all of called 1938.67-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 142, Page 290 of the Deed Records of Hays County, Texas, and being all of the residue of a 251-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 167, Page 365 of the Deed Records of Hays County, Texas. Said 1971.29-acre tract being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 1/2-inch iron rod with cap marked "Byrn Survey" located at the south end of a culback for the intersection of the north line of Hays County Road No. 136 (Old Austin-San Antonio Road) (undefined width) and the west right-of-way line of FM150 (80 feet wide) for a southeast corner of a 10.00-acre tract as conveyed unto Robert C. Edge by deed recorded in Volume 2305 Page 645 of the Official Public Records of Hays County, Texas.

THENCE South 43° 45' 38" West with the north line of said County Road No. 136 and the south line of said 10.00-acre tract, a distance of 1100.66 feet to a found cedar fence corner post for the southwest corner of said 10.00-acre tract and the southeast corner of a 2.62-acre tract as conveyed unto Catholic Family Fraternal of Texas - K.J.Z.T. by deed recorded in Volume 1276, Page 32 of the Official Public Records of Hays County, Texas.

THENCE South 40° 38' 53" West continuing with the north line of said County Road No. 136 and the south line of said 2.62-acre tract, a distance of 176.82 feet to a found 8-inch fence post for the southeast corner of said 1938.67-acre tract, for the southwest corner of said 2.62-acre tract and for the southeast corner of a 12.46-acre tract as described in instrument "Right of First Refusal Agreement" between A.W. Gregg and Robie Gregg and children recorded in Volume 370, Page 660 of the Deed Records of Hays County, Texas;

THENCE continuing with the north line of said County Road No. 136, the south line of said 1938.67-acre tract and the south line of said 12.46-acre tract, the following courses and distances:

South 43° 34' 16" West, a distance of 183.80 feet to a point;
South 43° 45' 57" West, a distance of 231.21 feet to a found 1/2-inch iron rod;
South 43° 38' 54" West, a distance of 85.60 feet to a found 1/2-inch iron rod,
South 44° 08' 23" West, a distance of 243.18 feet to a stone fence corner;
South 42° 38' 55" West, a distance of 19.28 feet to a point;

THENCE South 24° 57' 26" East continuing with the west line of said County Road No. 136 and the east line of the residue of said 251-acre tract, a distance of 29.44 feet to a point;

THENCE South 16° 41' 25" East continuing with the west line of said County Road No. 136 and the east line of the residue of said 251-acre tract, a distance of 66.01 feet to a found 1/2-inch iron rod for a southeast corner of said tract herein described and for the **POINT OF BEGINNING**,

- 1) THENCE South 16° 19' 59" East, a distance of 1931.88 feet to a found 60d nail at a fence post for a corner of said tract herein described, for the south corner of the residue of said 251-acre tract and for the east corner of a 195.27-acre tract as conveyed unto Robert Reed Hawn by deed recorded in Volume 266, Page 410 of the Deed Records of Hays County, Texas, and in by deed recorded in Volume 1201, Page 659 of the Official Public Records of Hays County, Texas;

THENCE in a northwesterly direction with the west line of the residue of said 251-acre tract and the east line of said 195.27-acre tract the following courses and distances (calls 2 through 7);

- 2) North 69° 28' 11" West, a distance of 542.50 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 3) South 46° 06' 24" West, a distance of 356.81 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 4) North 45° 28' 44" West, a distance of 460.09 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 5) North 77° 38' 18" West, a distance of 177.53 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 6) North 67° 17' 14" West, a distance of 251.72 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 7) North 78° 30' 33" West, a distance of 466.22 feet to cedar fence post located in the south line of said 1938.67-acre tract for an angle point in the south line of said tract herein described and for the northeast corner of said 195.27-acre tract;
- 8) THENCE South 44° 07' 43" West with the south line of said 1938.67-acre tract and the north line of said 195.27-acre tract, a distance of 2614.19 feet to found 5/8-inch iron rod with aluminum cap for an angle point in the south line of said tract herein described for the northwest corner of said 195.27-acre tract and the north corner of a 260.12-acre tract as conveyed unto Robert Nance and Martha Jane Allen by deed recorded in Volume 135, Page 456 of the Deed Records of Hays County, Texas;
- 9) THENCE South 44° 00' 02" West continuing with the south line of said 1938.67-acre tract and the north line of said 260.12-acre tract, a distance of 2165.22 feet to railroad spike at the base of an old cedar fence post for a corner in the south line of said tract herein described for the southeast corner of a 32.432-acre tract as conveyed unto Thomas H. Nance, Jr., and Flora Mae Roberts by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas;
- 10) THENCE North 42° 31' 45" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, at 73 feet pass a twin trunk Oak tree, continuing for a total distance of 835.00 feet to the end of a rock wall/stone fence for an angle point in a west line of said tract herein described;
- 11) THENCE North 48° 11' 44" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 581.59 feet to a 16-inch Hackberry tree in the fence line for an angle point in a west line of said tract herein described;
- 12) THENCE North 54° 28' 06" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 455.05 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
- 13) THENCE North 53° 21' 39" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 282.80 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
- 14) THENCE North 64° 39' 18" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 34.87 feet to an 18-inch Elm tree in the fence line for a corner in the south line of said tract herein described for the northeast corner of said 32.432-acre tract and for an interior corner of said 1938.67-acre tract;

THENCE with a south line of said 1938.67-acre tract, the following courses and distances (calls 15 through 23);

- 15) South 61° 37' 51" West with the north line of said 32.432-acre tract, a distance of 426.48 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the north line of a 22.421-acre tract as conveyed unto Martha Nance Picton by deed recorded in Volume 651, Page 702 of the Hays County, Texas, for an angle point in the south line of said tract herein described;
- 16) South 53° 30' 25" West with the north line of a 22.421-acre tract, a distance of 842.81 feet to a found 1/2-inch iron rod for a corner in the south line of said tract herein described and for the northwest corner of said 22.421-acre tract;
- 17) South 41° 21' 25" East with the west line of said 22.421-acre tract, a distance of 491.62 feet to a found 1/2-inch iron rod located in the north line of a 17.313-acre tract as conveyed unto David Lavene Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for a corner in the south line of said tract herein described;
- 18) South 38° 21' 19" West with the north line of said 17.313-acre tract, a distance of 489.14 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 19) South 43° 54' 19" West, with the north line of said 17.313-acre tract, a distance of 409.24 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 20) South 30° 15' 19" West with the north line of said 17.313-acre tract, a distance of 133.80 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 21) South 38° 02' 19" West with the north line of said 17.313-acre tract, a distance of 81.45 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the east line of a 29.882-acre tract as conveyed unto David Lavene Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for an angle point in the south line of said tract herein described;
- 22) North 38° 45' 13" West with the east line of said 29.882-acre tract, a distance of 753.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described from which an 8-inch cedar fence post bears North 38° 44' West, a distance of 1.25 feet;
- 23) South 52° 58' 30" West with the north line of said 29.882-acre tract, at 1442.51 feet pass a fence corner, continuing for a total distance of 1691.02 feet to point located in the center of the east channel of the Blanco River and in the east line of a 102.04-acre tract as conveyed unto Janet Nance Bradshaw and Robert Scott Nance by deed recorded in Volume 902, Page 614 of the Official Public Records of Hays County, Texas, for the southwest corner of said tract described;

THENCE in a northwesterly direction with the east line of the 102.04-acre tract and the west line of said 1938.67-acre tract, the following courses and distances (calls 24 through 32);

- 24) North 31° 07' 28" West, with the centerline of said east channel of the Blanco River, a distance of 247.37 feet to an angle point in the west line of said tract herein described;
- 25) North 25° 35' 32" West, with the centerline of said east channel of the Blanco River, a distance of 406.01 feet to an angle point in the west line of said tract herein described;

- 26) North 05° 41' 30" West, a distance of 123.00 feet to a point located on the east bank of the east channel of the Blanco River for an angle point in the west line of said tract herein described;
- 27) North 52° 23' 30" East, a distance of 72.00 feet to an Oak tree in fence line for an angle point in the west line of said tract herein described;
- 28) North 11° 45' 34" West with a barbed wire fence, a distance of 203.32 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 29) North 13° 24' 25" West with a barbed wire fence, a distance of 303.51 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 30) North 18° 49' 22" West with a barbed wire fence, a distance of 265.24 feet to a cedar fence post for an angle point in the west line of said tract herein described;
- 31) North 75° 14' 22" West, a distance of 486.70 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 32) South 53° 35' 58" West, a distance of 119.76 feet to point located in the center of the Blanco River for a corner in the west line of said tract herein described and for the northeast corner of said 102.04-acre tract;

THENCE in a northwesterly direction with the meanders of the centerline of the Blanco River, the west line of said 1938.67-acre tract and the east line of a tract of land as conveyed unto Ezekiel Nance by deed recorded in Volume C Page 487 of the Deed Records of Hays County, Texas, the following courses and distances (calls 33 through 51):

- 33) North 24° 02' 16" West, a distance of 1344.85 feet to an angle point in the west line of said tract herein described;
- 34) North 26° 15' 21" West, a distance of 1341.47 feet to an angle point in the west line of said tract herein described;
- 35) North 24° 19' 33" West, a distance of 1253.62 feet to an angle point in the west line of said tract herein described;
- 36) North 26° 26' 21" West, a distance of 445.60 feet to an angle point in the west line of said tract herein described;
- 37) North 22° 07' 06" West, a distance of 388.02 feet to an angle point in the west line of said tract herein described;
- 38) North 20° 08' 10" West, a distance of 228.62 feet to an angle point in the west line of said tract herein described;
- 39) North 35° 50' 03" West, a distance of 95.94 feet to an angle point in the west line of said tract herein described;
- 40) North 20° 34' 03" West, a distance of 91.79 feet to an angle point in the west line of said tract herein described;
- 41) North 14° 58' 48" West, a distance of 185.29 feet to an angle point in the west line of said tract herein described;
- 42) North 00° 02' 25" East, a distance of 92.60 feet to an angle point in the west line of said tract herein described;
- 43) North 12° 09' 25" East, a distance of 32.16 feet to an angle point in the west line of said tract herein described;

- 44) North 29° 03' 12" East, a distance of 72.03 feet to an angle point in the west line of said tract herein described;
- 45) North 19° 26' 32" East, a distance of 118.15 feet to an angle point in the west line of said tract herein described;
- 46) North 11° 55' 55" East, a distance of 32.54 feet to an angle point in the west line of said tract herein described;
- 47) North 65° 36' 10" East, a distance of 98.62 feet to an angle point in the west line of said tract herein described;
- 48) North 24° 23' 50" West, a distance of 99.11 feet to an angle point in the west line of said tract herein described;
- 49) North 19° 12' 41" West, a distance of 178.40 feet to an angle point in the west line of said tract herein described;
- 50) North 24° 38' 30" West, a distance of 220.03 feet to an angle point in the west line of said tract herein described;
- 51) North 25° 27' 37" West, a distance of 206.51 feet to a point located in the south line of a 24.52-acre tract as conveyed unto Charles M. Decker, III, William S. Decker, Dr. Robert D. Decker and Marilyn Decker Etwell by deed recorded in Volume 345, Page 837 of the Deed Records of Hays County, Texas, for the northwest corner of said tract herein described;
- 52) THENCE North 43° 08' 11" East with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 441.09 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the north line of said tract herein described;
- 53) THENCE North 42° 38' 11" East continuing with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 496.12 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described;
- THENCE in a northeasterly direction with a fence line, with the north line of said 1938.67-acre tract and with the south line of a 108.21-acre tract as conveyed unto Buckays Partners, Ltd. By deed recorded in Volume 2238, Page 145 of the Official Public Records of Hays County, Texas, the following courses and distances (calls 54 through 66);
- 54) North 59° 34' 50" East, a distance of 885.61 feet to an angle point in the north line of said tract herein described;
- 55) North 59° 27' 50" East, a distance of 379.99 feet to an angle point in the north line of said tract herein described;
- 56) North 58° 50' 50" East, a distance of 298.07 feet to an angle point in the north line of said tract herein described;
- 57) North 59° 24' 50" East, a distance of 439.02 feet to an angle point in the north line of said tract herein described;
- 58) North 59° 38' 50" East, a distance of 595.25 feet to an angle point in the north line of said tract herein described;
- 59) North 59° 56' 50" East, a distance of 68.18 feet to an angle point in the north line of said tract herein described;
- 60) North 59° 59' 50" East, a distance of 273.44 feet to an angle point in the north line of said tract herein described;

- 61) North $59^{\circ} 37' 50''$ East, a distance of 267.94 feet to an angle point in the north line of said tract herein described;
- 62) North $58^{\circ} 33' 50''$ East, a distance of 13.30 feet to an angle point in the north line of said tract herein described;
- 63) North $52^{\circ} 04' 50''$ East, a distance of 417.87 feet to an angle point in the north line of said tract herein described;
- 64) North $51^{\circ} 01' 50''$ East, a distance of 471.83 feet to an angle point in the north line of said tract herein described;
- 65) North $50^{\circ} 58' 50''$ East, a distance of 409.28 feet to an angle point in the north line of said tract herein described;
- 66) North $56^{\circ} 27' 50''$ East, a distance of 25.80 feet to 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for the southeast corner of said 108.21-acre tract and the west corner of Lot 2 of Oak Mesa, a subdivision plat recorded in Volume 6, Page 47 of the Plat Records of Hays County, Texas;
- 67) THENCE North $56^{\circ} 24' 56''$ East continuing with the north line of said 1938.67-acre tract and a south line of said Lot 2, a distance of 392.99 feet to a found 1/2-inch iron rod for a corner in the north line of said tract herein described from which an 8-inch fence post bears North $88^{\circ} 53'$ West, a distance of 1.4 feet;
- 68) THENCE South $29^{\circ} 04' 44''$ East with an east line of said 1938.67-acre tract and the west line of said Lot 2 and Lot 1 of said Oak Mesa, at 932.02 feet passing the south line of said Lot 1 and the north line of the residue of a 134.86 acre tract as conveyed unto Auburn E. Dennis by deed recorded in Volume 1067, Page 225 of the Deed Records of Hays County, Texas, continuing for a total distance of 2802.93 feet to a point located in the centerline of a stone fence for a corner in the north line of said tract herein described from which a cedar fence post bears North $00^{\circ} 28'$ West, a distance of 5.2 feet;
- 69) THENCE North $43^{\circ} 17' 57''$ East with a north line of said 1938.67-acre tract and the south line of the residue of said 134.86-acre tract, at 1415.62 feet passing the southwest corner of Lot 31 of Arroyo Ranch, Section Two, a subdivision plat recorded in Volume 10, Page 219 of the Plat Records of Hays County, Texas, continuing for a total distance of 1730.83 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 5/8-inch iron rod bears South $54^{\circ} 29'$ West, a distance of 8.7 feet;
- 70) THENCE South $82^{\circ} 42' 45''$ East continuing with a north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1115.45 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 1/2-inch iron rod bears South $88^{\circ} 50'$ West, a distance of 37.6 feet;
- 71) THENCE North $43^{\circ} 55' 32''$ East continuing with the north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1271.78 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for an interior corner of Arroyo Ranch, Section One, a subdivision plat recorded in Volume 10, Page 179 of the Plat Records of Hays County, Texas;
- THENCE with the east line of said 1938.67-acre tract, the following courses and distances (call 72 through 80):

- 72) South $46^{\circ} 21' 03''$ East at 185.13 feet passing the south line of said Arroyo Ranch, Section One, and the north line of a 21.3-acre tract as conveyed unto Sallys Knutson by deed recorded in Volume 353, Page 240 of the Deed Records of Hays County, Texas, continuing for a total distance of 887.35 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.3-acre tract and the northwest corner of a 21.30-acre tract as conveyed unto Robert T. Walker and Sandra F. Walker by deed recorded in Volume 1976, Page 458 of the Official Public Records of Hays County, Texas.
- 73) South $46^{\circ} 29' 25''$ East with the west line of said 21.30-acre tract, a distance of 578.70 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.30-acre tract and the northwest corner of Quail Meadows Subdivision, a subdivision plat recorded in Volume 7, Page 47 of the Plat Records of Hays County Texas.
- 74) South $46^{\circ} 13' 10''$ East with the west line of said Quail Meadows Subdivision, a distance of 408.76 feet to an angle point in the east line of said tract herein described.
- 75) South $47^{\circ} 03' 10''$ East continuing with the west line of said Quail Meadows Subdivision, a distance of 405.20 feet to an angle point in the east line of said tract herein described.
- 76) South $47^{\circ} 52' 44''$ East continuing with the west line of said Quail Meadows Subdivision, a distance of 296.23 feet to an angle point in the east line of said tract herein described.
- 77) South $47^{\circ} 19' 33''$ East continuing with the west line of said Quail Meadows Subdivision, a distance of 499.63 feet to a found 6-inch cedar fence post for an angle point in the east line of said tract herein described for the southwest corner of said Quail Meadows Subdivision and for the northwest corner of said 62.10-acre tract;
- 78) South $46^{\circ} 53' 37''$ East with the west line of said 62.10-acre tract, a distance of 359.95 feet to an angle point in the east line of said tract herein described;
- 79) South $45^{\circ} 49' 07''$ East continuing with the west line of said 62.10-acre tract, a distance of 436.01 feet to an angle point in the east line of said tract herein described;
- 80) South $46^{\circ} 25' 31''$ East continuing with the west line of said 62.10-acre tract, a distance of 1445.81 feet to a found cedar fence post for corner of said tract herein described and for the northeast corner of said 12.46-acre tract;
- 81) THENCE South $40^{\circ} 21' 31''$ West with the north line of said 12.46-acre tract, a distance of 1018.19 feet to a found 1/2-inch iron rod for a corner of said tract herein described and for the northwest corner of said 12.46-acre tract;
- 82) THENCE South $50^{\circ} 23' 48''$ East with the west line of said 12.46-acre tract, at 96.71 feet pass a cedar fence post, continuing for a total distance of 255.73 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 83) THENCE North $40^{\circ} 43' 43''$ East with the west line of said 12.46-acre tract, a distance of 42.90 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 84) THENCE South $52^{\circ} 52' 44''$ East with the west line of said 12.46-acre tract, a distance of 85.65 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;
- 85) THENCE South $51^{\circ} 48' 28''$ East with the west line of said 12.46-acre tract, a distance of 159.01 feet to a found 1/2-inch iron rod for a corner of said tract herein described;

86) THENCE North 43° 53' 50" East with the south line of said 12.46-acre tract, a distance of 92.20 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;

87) THENCE South 78° 26' 49" East with the south line of said 12.46-acre tract, a distance of 101.28 feet to the POINT OF BEGINNING and containing 1971.29 acres (85,869,500 square feet) of land more or less

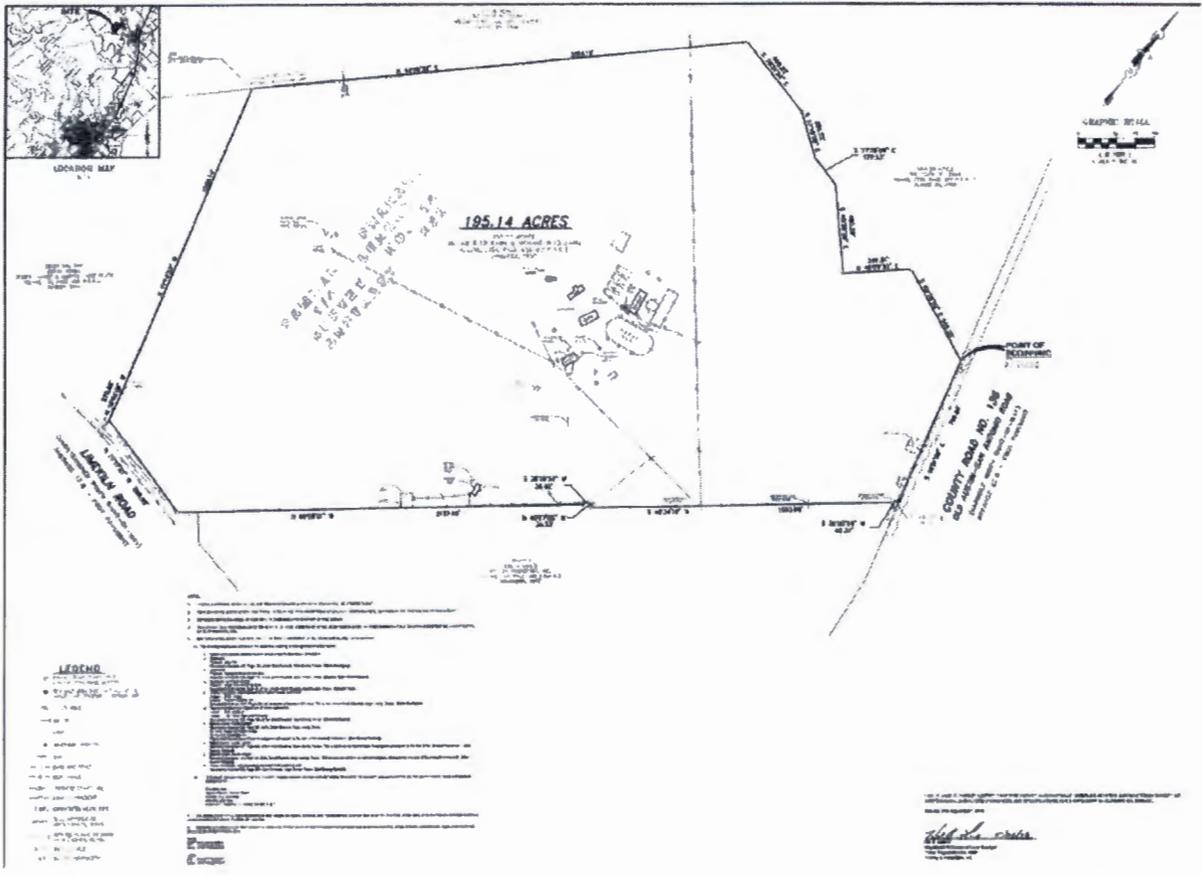
Note: This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated August 9, 2005.

Cobb, Fendley & Associates, Inc.
5300 Hollister, Suite 400
Houston, Texas 77040
Ph. 713-462-3242

Job No. 0402-070-01

August 9, 2005





VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

**METES AND BOUNDS DESCRIPTION
FOR A 195.14 ACRE TRACT OF LAND
OUT OF THE ONE-FOURTH LEAGUE SURVEY NO. 14
ABSTRACT NO. 360
HAYS COUNTY, TEXAS**

Being a 195.14 acre tract of land situated in the Samuel Phares 1/4 League Survey No. 14, Abstract 360, Hays County, Texas, being the same property (called 195.27 acres), described in Special Warranty Deed, conveying "Hawn Arabian Ranch" into each their respective undivided 1/2 interest to William Reed Hawn and Richard Reed Hawn, recorded in Volume 1201, Page 659 of the Official Public Records of Hays; said 195.14 acre tract being more particularly described by metes and bounds with all bearings being referenced to North American Datum 1983, Texas Coordinate System, South Central Zone; Ground distances may be converted to grid by dividing by 1.0001700:

BEGINNING at a corner cedar fence post on the West right-of-way line of County Road No. 136 (an undetermined right-of-way width) also known as Old Austin - San Antonio Road and being the South corner of a 1971.29 acre tract of land as described in General Warranty Deed, conveyance from Ky-Tex Properties, L.P. to the The State of Texas, recorded in Volume 2755, Page 820 of the Official Public Records of Hays County, Texas, also being the most Eastern of Northeast corner of the herein described tract of land, said Beginning point having the Texas South Central Grid Coordinates of (N=13,913,246.00, E=2,318,255.92);

Thence S 16°51'08" E, along the said West right-of-way of County Road No. 136 a distance of 799.85 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap, being the Southeast corner of the herein described tract, from which a found 1/2" iron rod bears S 16°51'08" E, a distance of 61.11 feet being the most Eastern Northeast corner of a 135.78 acre tract of land recorded in Volume 254, Page 848 of the Deed records of Hays County, Texas;

Thence S 36°00'34" W, departing said West right-of-way line of County Road No. 136, a distance of 42.37 to a found cedar fence post at the common corner of said 135.78 acre tract and the herein described tract of land;

Thence along the common line of said 135.78 acre tract of land and the herein described tract of land, the following 4 courses and distances;

- S 48°34'19" W, a distance of 1583.69 feet to a found cedar fence post;
- N 49°27'05" W, a distance of 34.23 feet to found cedar fence post;
- S 25°39'52" W, a distance of 39.42' to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- S 48°28'51" W, a distance of 2127.99 feet to a found cedar fence post on North right of way line of Limekiln Road (an undetermined right-of-way width), and being the South corner of the herein described tract of land;

- Thence N 77°17'21" W, along the said North right-of-way line of Limekiln Road a distance of 599.98 feet to a found cedar fence post for the most Western Southwest corner of the herein described tract and being the most Southern Southeast corner of a 260.12 acre tract of land recorded in Volume 135, Page 456 of the Deed records of Hays County, Texas;
- Thence N 16°49'06" W, along the common line of said 280.12 acre tract of land and the herein described tract of land a distance of 270.68 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- Thence N 17° 14'33" W, continuing along said common line a distance of 1808.14 feet to a found 5/8" iron rod with aluminum cap marked "Kent" on the Southeast line of the aforementioned 1971.29 acre tract of land and being the West corner of the herein described tract of land;
- Thence along the common line of said 1971.29 acre tract of land and the herein described tract of land the following 7 courses and distances:
- N 44°06'52" E, a distance of 2814.19 feet to a found cedar fence post;
 - S 78°31'24" E, a distance of 468.22 feet to a found cedar fence post;
 - S 57°18'05" E, a distance of 251.72 feet to a found cedar fence post;
 - S 77°39'09" E, a distance of 177.53 feet to a found cedar fence post;
 - S 45°29'35" E, a distance of 460.09 feet to a found cedar fence post;
 - N 46°05'33" E, a distance of 356.81 feet to a found cedar fence post;
 - S 69°29'02" E, a distance of 542.50 to the **POINT OF BEGINNING** containing 195.14 acres of land more or less.

Note: Survey Plat of even date accompanies this legal description.


Hal B. Lane III
Registered Professional Land Surveyor
Texas Registration Number 4690
Vickrey & Associates, Inc.



Job No. 2042-003-104
HL/gm m&b 195.14acres
May 24, 2006

Exhibit "A-1"

Jurisdiction Map

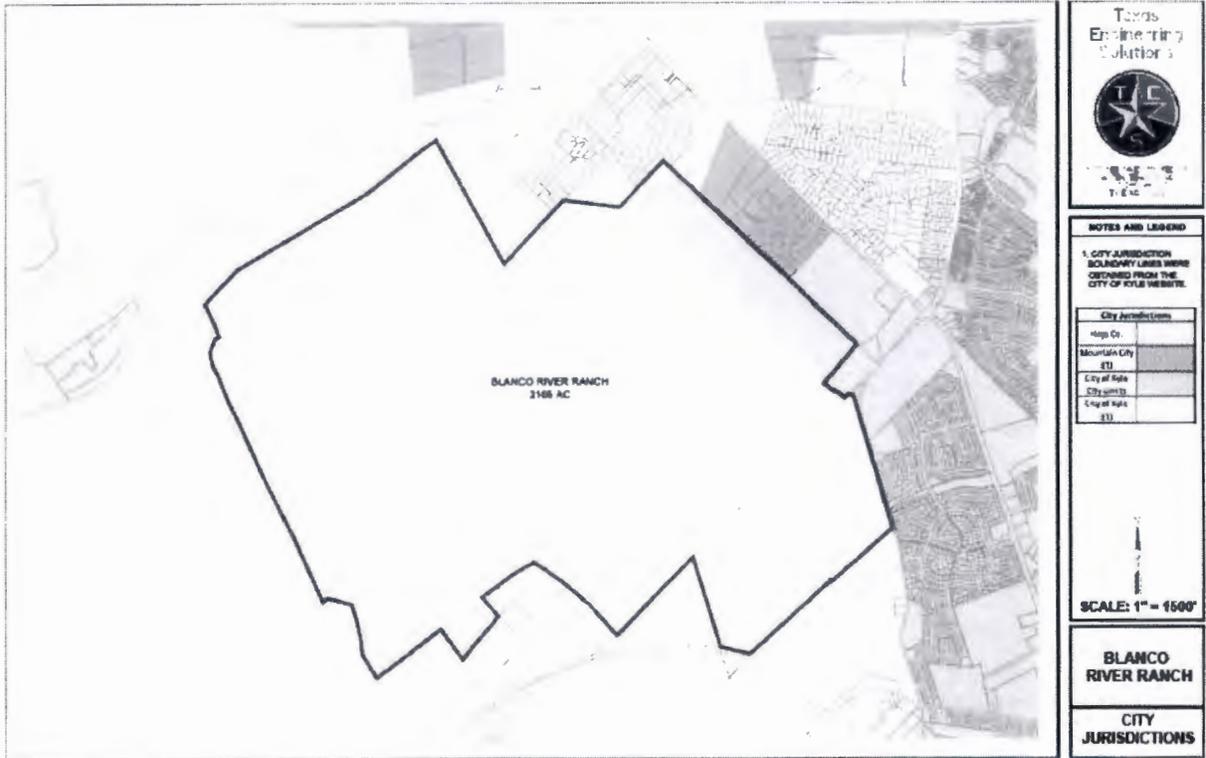


Exhibit "B"

Concept Plan



Exhibit "C"

Exclusions from City Code

- Chapter 8 – Building Regulations
- Chapter 26 – Parks and Recreation
- Chapter 29 – Sign Standards and Permits
- Chapter 32 – Site Development
- Chapter 38 – Streets, Sidewalks and Other Public Places
- Chapter 41 - Subdivisions

Exhibit "D"

DRAFT PID and Chapter 380 Agreement Term Sheet

It is requested that the following limitations and performance standards shall apply to the Blanco River Ranch Public Improvement District ("the PID") agreed to by Blanco River Ranch Partners, LP or its affiliates and assignees ("the Owner"), and the City of Kyle, Texas ("the City") in connection with the development of the 2,166 acre Blanco River Ranch master planned community ("the Project"):

FINANCING CRITERIA – PUBLIC IMPROVEMENT DISTRICT

1. Maximum Authorized Improvements (including hard costs, soft costs, contingency, and a construction management fee) for the PID: \$225,000,000
2. Minimum appraised value to lien ratio for each PID Bond issued: 3:1
3. Maximum total equivalent tax rate including PID annual installment:
Assessed Value \$3.10/\$100
4. Maximum years of capitalized interest : 2
5. Maturity of PID Bonds (to extent allowed by law) : 25 years
6. It is agreed that the improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003.
7. The aggregate principal amount of PID Bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

MISCELLANEOUS

1. **The PID may seek bond issues ("PID Bonds") in advance of construction of Authorized Improvements for the Project subject to compliance with these standards. No PID Bonds will be issued without the approval by the City of a Service and Assessment Plan for the District.**
2. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID's Authorized Improvements.**

3. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan. Special assessments on any portion of the property will bear a direct proportionate relationship to, and will not exceed, the special benefit of the Authorized Improvements to that improvement area.
4. The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds.
5. The PID Bonds' Trust Indenture will contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues.
6. The PID will be responsible for payment of all of the City's reasonable and customary costs and expenses associated with the financing and administrative activities of the PID.
7. It is agreed that the PID will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
8. No additional security or surety will be provided by the Owner, or its assignees, for the construction of the Authorized Improvements beyond typical performance bond or other similar surety agreements.
9. It is agreed that all principal landowners will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the Trust Indenture or any other regulatory agreement or regulatory agency.
10. This term sheet shall remain in place and in force until such time and date that a Final Financing Agreement is executed by both the City and the Owner.

ADDITIONAL CRITERIA – RESIDENTIAL COMPONENT OF THE PROJECT

1. The City will agree to support the creation of a PID for the Residential Component of the Project (“the Residential Component”) and to permit such portion of the Project to remain within the extra-territorial jurisdiction of the City (“the ETJ”);
2. The Owner agrees to dedicate up to 10 percent of the Authorized Improvements to be funded by the PID bonds for the construction, acquisition or reimbursement of City-identified PID Authorized Improvements that benefit the PID, whether located within the City limits or within the ETJ (“the City PID Improvements”), in consideration of the demands placed on City infrastructure by the development of the Project;
3. The City and the Owner agree that the cost estimates and timetable for construction and funding of the specific improvement project that will be classified as the City PID Improvements will be agreed upon prior to the execution of the final development agreement and that the costs will not exceed 10 percent of the estimated net PID Bond proceeds as calculated in the PID financial analyses submitted by the Owner and approved by the City; and,
4. The City agrees to defer annexation of each phase of the Residential Component of the Project until the termination of the PID for that phase by the repayment of all Assessments for that phase levied by the City.

ADDITIONAL CRITERIA – COMMERCIAL COMPONENT OF THE PROJECT

1. The City will require that all proposed commercial components (“the Commercial Component”) of the Project be annexed into the City prior to development under terms and conditions acceptable to both the City and the Owner;
2. The City will agree to support the creation of a PID and the issuance of any requested PID Bonds for the commercial land uses within the Project; and,
3. The Owner will have the right to request from the City the creation of a 380 Agreement or other economic development incentives in connection with the Commercial Component which will be considered by the City at the time such request is made by the Owner.

Exhibit "D-1"

PID Requirements **Public Improvement District** **Policy**

OVERVIEW

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372 ("the Code"), provide the City of Kyle ("the City") an economic development tool that permits the financing of qualified public improvement costs that confers a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction. A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District ("PID") who receive special benefits from the capital improvements or services. A PID may only be used to pay for public improvements, all other expenditures not related to public improvements may not be reimbursed.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized per the Code and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive enhanced services and/or improvements within the District. The PID must demonstrate that it confers a benefit, not only to the properties within the District, but also to the "public" which includes the City.

The purpose of this PID policy is to outline the issues to be addressed before the City Council can support the establishment of a PID. The PID policy outlines such things as petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans of services, budgets and assessments.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer's actual and documented costs above and beyond the costs for standard infrastructure required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
 2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.
 3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.
-

4. Priority will be given to PID improvements:
 - a. In support of development that will generate economic development benefits to the City beyond what normal development would;
 - b. In the public right of way (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and,
 - c. Which meet community needs (e.g., enhanced drainage improvements, parks and off-street public parking facilities, wastewater and/or water on or off-site improvements).
5. A PID's budget shall include sufficient funds to pay for all costs above and beyond the City's ordinary costs, including additional administrative and/or operational costs.
6. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of special assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing PID assessment or a *pro rata* share thereof.
7. The City Council reserves the right, on a case-by-case basis, to waive specific requirements listed in the Policy. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from the Policy is in the best interest of the City. Additionally, the Council maintains discretion to approve or disapprove the PID application.
8. A PID zone must be identified as a PID with use of Signage along the main entry/exits located at the boundaries of the PID. All signage shall be a clearly visible to all motorist entering and exiting the PID.
9. Property owned by the City of Kyle that is located in the boundaries of the PID shall not be subject to any assessment by the PID.
10. No PIDs will be allowed to be created that overlap the boundaries of another PID.
11. The boundaries of existing PIDs can be modified during a renewal process (with updated map as part of the petition). However, a boundary change during the existing term of a PID may only be considered if a re-petition of the entire PID area (both current boundary and proposed modified areas) meets the minimum criteria for creation/renewal and application fee as described below is submitted.

PETITION REQUIREMENTS

In accordance with Texas Local Government Code §372.005(a) the petition must state:

1. the general nature of the proposed improvements;
 2. the estimated cost of the improvements;
 3. the boundaries of the proposed assessment district;
 4. the proposed method of assessment, which may specify included or excluded classes of assessable property;
 5. the proposed apportionment of costs between the public improvement district and the municipality or county as a whole;
 6. whether the district will be managed by the municipality or county, by the private sector, or by a partnership of the two;
-

7. that the persons signing the petition request or concur with the establishment of the district; and that an advisory board may be established to develop and recommend an improvement plan to the governing body of the municipality or the county; and
8. that an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

Additional requirements include:

1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. *However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.*"
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.

For a district to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the Texas Local Government Code. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the annual budget for the district is subject to review by City staff with final approval by the City Council.
4. Upon approval of the PID, the boundaries of the PID will be immediately annexed into the City of Kyle.

In addition, the following issues must be addressed before the City Council will take action on a petition:

1. A non-refundable application fee of \$15,000 will be required for all new or renewing PIDS. This fee is regulatory in character and approximates the costs of administering the PID through creation or renewal by City Staff.
 2. A petition will be viewed more favorably if it has attached a current tax roll with the signatures of the owners registering support of the petition next to the account for the owner's property on the tax rolls.
 3. A copy of the Market Feasibility study shall be submitted with the Petition.
-

PID ADMINISTRATION

1. The City may contract with a qualified third party company to manage and administer the PID, subject to appropriate oversight by City staff.
2. Any management firm for a PID shall be required to submit quarterly reports of all activities and expenditures to the City; perform and submit an annual independent audit of all PID expenditures to the City; and shall hold an annual meeting open to all property owners and held in a public meeting space with written notice to all property owners in the PID at least two weeks prior to this meeting to provide an opportunity for property owner questions, comments and input to be considered during the PID Budget and Service Plan approval process.
3. If the City elects to hire a third party administrator, the administrator will coordinate the annual development of the Budget and Five Year Service Plan which will be submitted to the City Council for consideration following a public hearing conducted in accordance with the Code and any other applicable State of Texas law. The PID Service Plan shall contain procedures for the termination of the PID without imposing unintended costs on the City of Kyle. A PID cannot be dissolved without a petition from property owners and must be sufficient as for creation or renewal in accordance with Chapter 372, Section 372.005(b).

BOND SIZE LIMITATIONS

The following limitations and performance standards shall apply to a PID debt issue approved by the City:

- | | |
|--------------------------------------------------------------------------|----------|
| 1. Minimum appraised value to lien ratio at date of each bond issue: | 3:1 |
| 2. Maximum annual permitted increase in annual assessment installment: | 2% |
| 3. Maximum years of capitalized interest for each bond issue: | 3 |
| 4. Maximum maturity for each series of bonds (to extent allowed by law): | 20 years |

The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future Bond issuances.

FINANCING CRITERIA

1. The PID may seek bond issues in advance of construction of an individual Phase of a Project subject to compliance with these standards.
 2. No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund or support the PID Bonds.
 3. All proposed subsequent PID bond issues for a Project, if any, will be subject to approval by the City Council.
-

4. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will assessments be increased for any parcel unless the property owner of the parcel consents to the increased assessment.
 5. The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and PID assessments.
 6. Each PID Bond Indenture will contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues.
 7. A PID will be responsible for payment of all of the City's reasonable and customary costs and expenses including the cost of any appraisal.
 8. Improvements funded with PID proceeds will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such requirements if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
 9. Any PID Bond issued will include a Reserve Fund in an amount equal to the lesser of: (i) the maximum annual debt service on the bonds, (ii) 10 percent of the Bond Par Amount, or (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
 10. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b):
 - a. Landscaping and irrigation in public rights of way;
 - b. Erection of fountains, distinctive lighting, backlot street signs and way finding signs;
 - c. Acquiring, constructing, improving, widening, narrowing, closing or rerouting sidewalks, streets or any other roadway or their rights-of-way;
 - d. Construction or improvement of pedestrian malls;
 - e. Acquisition and installation of pieces of public art;
 - f. Acquisition, construction or improvement of libraries;
 - g. Acquisition, construction or improvement of public off-street parking facilities;
 - h. Acquisition, construction, improvement or rerouting of mass transportation facilities;
 - i. Acquisition, construction or improvement of water, wastewater or drainage improvements;
 - j. The establishment or improvement of parks;
 - k. Acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - l. Acquisition, by purchase or otherwise, of real property that shall be designated as conservation habitat, protected with a conservation easement, or used in furtherance of the protection of endangered species, or aquifer recharge features;
 - m. Special supplemental services for improvement and promotion of the district, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and culture
-

- enhancement;
 - n. Payment of expenses incurred in the establishment, administration, and operation of the district, including expenses related to the operation and maintenance of mass transportation facilities; and
 - o. The development, rehabilitation, or expansion of affordable housing.
11. Any trails, parks, streets or other public amenities that are located within a gated community or otherwise inaccessible location may not be funded or reimbursed by the PID.
 12. All public infrastructure within the PID that is to be reimbursed must be in compliance competitive bidding in accordance with Texas Local Government Code.
 13. All landowners will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the Indenture or any other regulatory agreement or regulatory agency.

PROJECT CRITERIA

In agreeing to form a PID for which debt will be issued to fund the costs of constructing qualified public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
 2. The property owner must provide the City with its sources of funding the Public Improvements not being funded by the PID.
 3. The proposed development must be consistent with the entitlements on the property. All required zoning, other required land use approvals or other required permits must be in place for the development prior to the issuance of any PID bonds.
 4. The property owner must provide evidence to the City that the utility service provider has sufficient capacity to provide all necessary utility services.
 5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to establishing the district; costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs.
 6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds. The PID administrator will be required to review and comment on the Budget and to attend the annual public hearing regarding the Service and Assessment Plan.
 7. The PID Financing Agreement (or other applicable PID documentation) shall contain a section, which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole (i.e., public purpose) and also evidence of insurance.
 8. The Service and Assessment Plan shall describe, if applicable, all City-owned land within the district as well as its proposed share of project costs.
 9. Specified assurances that the construction of improvements in the public right-of-way will be dedicated to and maintained by the City after the PID has dissolved. For the life of the PID, public infrastructure will be maintained by the PID, unless otherwise stated in a subsequent agreement.
-

Developer Reimbursement

1. The Developer will submit expenses for reimbursements.
2. The appointed designee will verify expenses' validity towards the PID agreement.
3. Once expenses have been verified, payment will be processed within thirty (30) days.

Miscellaneous

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this policy is declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
 2. Any waivers to this policy must be approved by the City Council of the City of Kyle.
 3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to Reimbursable Amounts under this Agreement. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.
 4. Recapture. In the event of default by Developer under the negotiated Agreement related to Reimbursement Amount Requests, the City shall, after providing Developer notice and an opportunity to cure, have the right to recapture Reimbursement Amount Requests.
 5. No Personal Liability of Public Officials. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the Developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Developer only and the City shall have no liability.
 6. All PID Agreements shall include Indemnification language as follows:
Indemnification. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES,
-

DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW

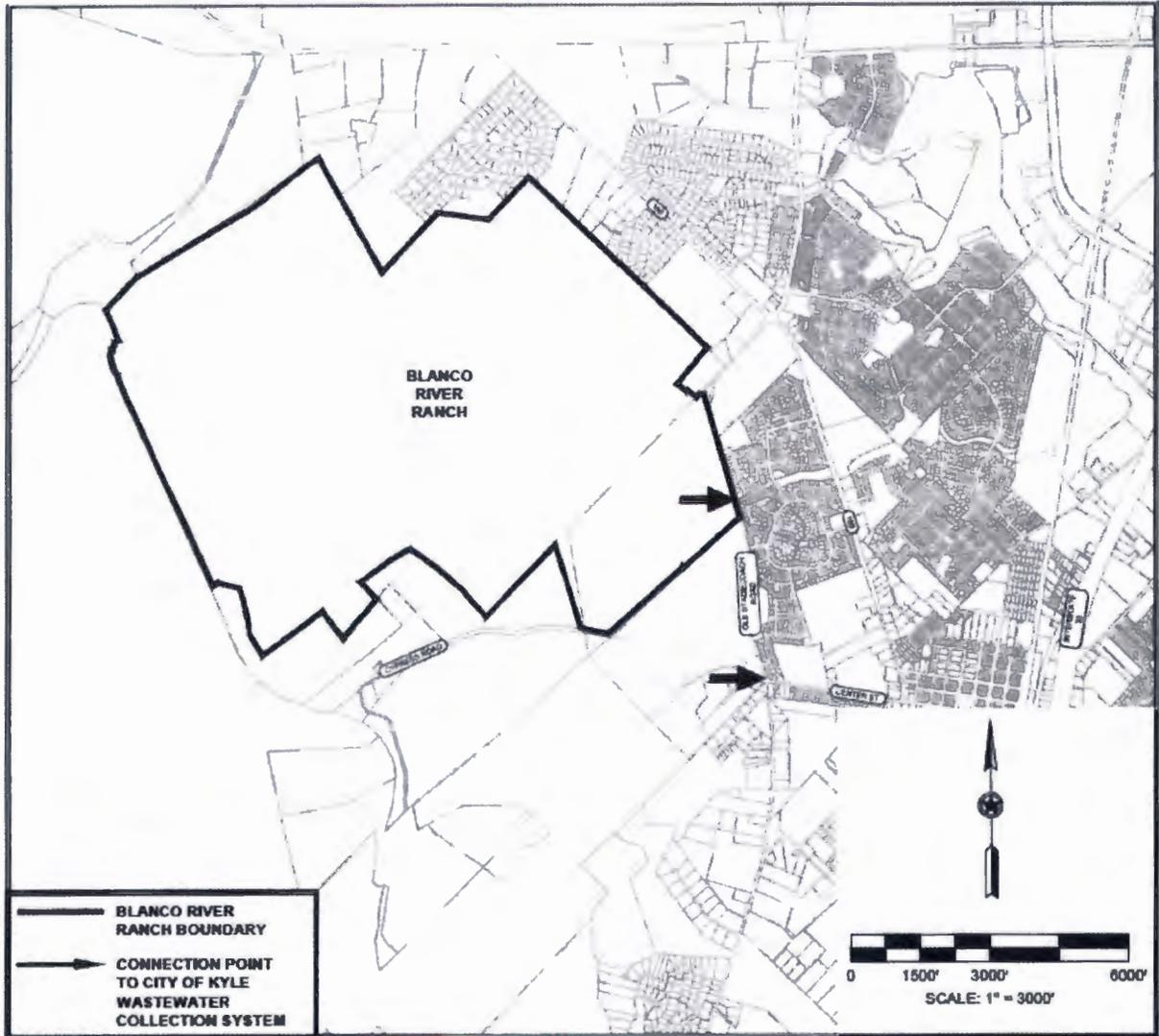
Exhibit "E"

Parks, Trails, and Open Space



Exhibit "G"

City's Wastewater Connections



Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2016 16014615

Instrument Number: 2016-16014615

Recorded On: May 09, 2016

As
OPR RECORDINGS

Parties: KYLE CITY OF

Billable Pages: 45

To BLANCO RIVER RANCH PROPERTIES LP

Number of Pages: 46

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS 202.00
Total Recording: 202.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-16014615
Receipt Number: 428374
Recorded Date/Time: May 09, 2016 10:15:01A

Record and Return To:

KYLE CITY OF
ORIGINAL TO CUSTOMER
SAN MARCOS TX 78666

User / Station: K Boggus - Cashiering #8



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped hereon and was recorded on the volume and page of the named records
of Hays County, Texas

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

Official Receipt for Recording in:

Hays County Clerk
712 S. Stagecoach Trail
Ste 2008
San Marcos, Texas 78666

Issued To:
KYLE CITY OF

SAN MARCOS TX 78666

Recording Fees

Filing Type	Number	Time	Recording Amount
OPPRECORDING	16014615	10:15:01a	202.00
DR-KYLE CITY OF IN-BLANCO RIVER RANCH PROPERTIES LP			

202.00

Collected Amounts

Payment Type	Amount
Credit Card	137883937
	202.00

202.00

Total Received : 202.00
Less Total Recordings: 202.00

Change Due : .00

Thank You
LIZ Q. GONZALEZ - County Clerk

By - Karol Boggus

Receipt# Date Time
0428374 05/09/2016 10:15a



As of : 12/01/2021 12:22:56

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.

BLANCO RIVER RANCH PROPERTIES, LP	
Texas Taxpayer Number	32057190053
Mailing Address	1221 LAMAR ST FL 16 HOUSTON, TX 77010-3039
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	05/08/2015
Texas SOS File Number	0802211838
Registered Agent Name	JOHN R SCHMIDT
Registered Office Street Address	1221 LAMAR ST, 16TH FL HOUSTON, TX 77010

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 31 CALEB W BAKER ACR 107.906, 74.615, 18.856
of lots (if subdivided): # of acres: 200 acres
Site APN/Property ID #(s): R17719
Location: Kyle ETJ County: Hays County
Development Name: Waterridge

OWNER

Company/Applicant Name: Blanco River Ranch Properties, LP
Authorized Company Representative (if company is owner): Gregg Reyes
Type of Company and State of Formation: Limited Partnership and Texas
Title of Authorized Company Representative (if company is owner): General Partner
Applicant Address: 1901 Hollister, Houston, Texas 77080
Applicant Fax: 713-681-0077
Applicant Phone: 713-957-4003
Applicant/Authorized Company Representative Email: greyes@reytec.net

APPLICANT REPRESENTATIVE

Check one of the following:

. I will represent the application myself; or

XX I hereby designate Steven Buffum, P.E. / Costello, Inc. (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: December 1, 2021

State of Texas §
County of Harris §

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 1 day of December, 2021.
[Signature]
Notary Public's Signature
08/31/2025
My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Steven Buffum, P.E.
Representative Address: 9050 N. Capital of TX Hwy, Bldg. 3, Ste 390, Austin, Texas 78759
Representative Phone: 512-646-3463
Representative Email: sbuffum@costelloinc.com
Representative's Signature:  Date: December 1, 2021

Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



Instrument Number: 2015-15016756

Recorded On: June 03, 2015

As
OPR RECORDINGS

Parties: TEXAS STATE OF

Billable Pages: 20

To BLANCO RIVER RANCH PROPERTIES LP

Number of Pages: 21

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS 102.00
Total Recording: 102.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-15016756
Receipt Number: 398953
Recorded Date/Time: June 03, 2015 10:58:10A
Book-Vol/Pg: BK-OPR VL-5230 PG-583
User / Station: C Rodriguez - Cashiering #6

Record and Return To:

HERITAGE TITLE
401 CONGRESS AVE STE 1500
AUSTIN TX 78701



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

This conveyance is made subject to all covenants, conditions, reservations, restrictions, rights of way, easements and leases, if any, that are valid, in existence, and of record, or are apparent by visual inspection.

Grantor expressly reserves all oil, gas, coal, lignite, sulphur, salt, potash, uranium, thorium, and all other minerals in and under the Property wherever located and by whatever method recovered, together with all attendant mineral rights, royalty interests, and development rights, together with any and all rights of leasing, exploration and development, if any.

Grantor further reserves and retains all rights to groundwater and groundwater leasing, except Grantee shall have the right to use groundwater for household and domestic purposes related to development of the Property. Grantor waives the right to use the surface of the Property for such purposes, with the understanding that the development of the reserved groundwater and groundwater development rights will occur off the Property. Grantee, its successors and assigns, covenant and agree not to use any groundwater underlying the Property for commercial or industrial purposes.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, without express or implied warranty. All warranties and covenants, whether express or implied, that might arise by common law as well as those in Section 5.023 of the Texas Property Code (or its successor) are excluded.

GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE HAS INSPECTED THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ANY IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE STATE OF TEXAS, AS GRANTOR, INCLUDING THE GENERAL LAND OFFICE, THE SCHOOL LAND BOARD, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. THE STATE OF TEXAS AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.

BY CLOSING THIS TRANSACTION, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH

THE PROPERTY IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS", IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR IN PURCHASING THE PROPERTY FROM GRANTOR, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

Witness my hand and seal of office effective this the day 1st of June 2015.

The **STATE OF TEXAS** for the use and benefit of the Permanent School Fund.

DocuSigned by:
By: G.P.B.
**GEORGE P. BUSH, COMMISSIONER,
TEXAS GENERAL LAND OFFICE,
CHAIRMAN, SCHOOL LAND BOARD**



Approved:

Contents: _____

Legal: ^{DS} JG

Director: ^{DS} TS

Gen. Counsel: ^{DS} MX

Executive: ^{DS} AL

NOTE TO COUNTY CLERK: PROPERTY CODE § 12.006, COMBINED WITH GOVERNMENT CODE § 2051.001, AUTHORIZES THE RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT OR FURTHER PROOF OF THE SIGNATURE OF THE COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE.

AFTER RECORDING PLEASE RETURN TO:

Gregg Reyes
1221 Lamar Street, 16th Floor
Houston, Texas, 77010-3039

Exhibit "A-1"

Metes and Bounds Description for Tract I

DESCRIPTION OF A TRACT OF LAND CONTAINING 1971.29 ACRES (85,869,500 SQUARE FEET) SITUATED IN THE CALEB W. BAKER SURVEY, A-31, SEABORN BERRY SURVEY A-32, JOHN COOPER SURVEY, A-99, WILLIAM DUNBAR SURVEY, A-156, THOS. C. SNAILUM SURVEY, A-409 AND THE SAMUEL PHARASS SURVEY, A-360 SURVEY, HAYS COUNTY, TEXAS

Being a tract of land containing 1971.29 acres (85,869,500 square feet) situated in the Caleb W. Baker Survey, A-31, the Seaborn Berry Survey, A-32, the John Cooper Survey, A-99, the William Dunbar Survey, A-156, the Thos. C. Snailum Survey, A-409 and the Samuel Pharass Survey, A-360 in Hays County, Texas, and also being all of called 1938.67-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 142, Page 290 of the Deed Records of Hays County, Texas, and being all of the residue of a 251-acre tract as conveyed unto A.W. Gregg by deed recorded in Volume 167, Page 365 of the Deed Records of Hays County, Texas. Said 1971.29-acre tract being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 1/2-inch iron rod with cap marked "Byrn Survey" located at the south end of a cutback for the intersection of the north line of Hays County Road No. 136 (Old Austin-San Antonio Road) (undefined width) and the west right-of-way line of FM150 (80 feet wide) for a southeast corner of a 10.00-acre tract as conveyed unto Robert C. Edge by deed recorded in Volume 2305, Page 645 of the Official Public Records of Hays County, Texas;

THENCE South 43° 45' 38" West with the north line of said County Road No. 136 and the south line of said 10.00-acre tract, a distance of 1100.56 feet to a found cedar fence corner post for the southwest corner of said 10.00-acre tract and the southeast corner of a 2.62-acre tract as conveyed unto Catholic Family Fraternal of Texas – K.J.Z.T. by deed recorded in Volume 1276, Page 32 of the Official Public Records of Hays County, Texas;

THENCE South 40° 38' 53" West continuing with the north line of said County Road No. 136 and the south line of said 2.62-acre tract, a distance of 176.82 feet to a found 8-inch fence post for the southeast corner of said 1938.67-acre tract, for the southwest corner of said 2.62-acre tract and for the southeast corner of a 12.46-acre tract as described in instrument "Right of First Refusal Agreement" between A.W. Gregg and Robie Gregg and children recorded in Volume 370, Page 660 of the Deed Records of Hays County, Texas;

THENCE continuing with the north line of said County Road No. 136, the south line of said 1938.67-acre tract and the south line of said 12.46-acre tract, the following courses and distances;

South 43° 34' 16" West, a distance of 163.80 feet to a point;
 South 43° 45' 57" West, a distance of 231.21 feet to a found 1/2-inch iron rod;
 South 43° 38' 54" West, a distance of 85.60 feet to a found 1/2-inch iron rod;
 South 44° 06' 23" West, a distance of 243.16 feet to a stone fence corner;
 South 42° 38' 55" West, a distance of 19.28 feet to a point;

THENCE South 24° 57' 26" East continuing with the west line of said County Road No.136 and the east line of the residue of said 251-acre tract, a distance of 29.44 feet to a point;

THENCE South 16° 41' 25" East continuing with the west line of said County Road No. 136 and the east line of the residue of said 251-acre tract, a distance of 65.01 feet to a found 1/2-inch iron rod for a southeast corner of said tract herein described and for the **POINT OF BEGINNING**;

- 1) **THENCE** South 16° 19' 59" East, a distance of 1931.88 feet to a found 60d nail at a fence post for a corner of said tract herein described, for the south corner of the residue of said 251-acre tract and for the east corner of a 195.27-acre tract as conveyed unto Robert Reed Hawn by deed recorded in Volume 266, Page 410 of the Deed Records of Hays County, Texas, and in by deed recorded in Volume 1201, Page 659 of the Official Public Records of Hays County, Texas;

THENCE in a northwesterly direction with the west line of the residue of said 251-acre tract and the east line of said 195.27-acre tract the following courses and distances (calls 2 through 7);

- 2) North 69° 28' 11" West, a distance of 542.50 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 3) South 46° 06' 24" West, a distance of 356.81 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 4) North 45° 28' 44" West, a distance of 460.09 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 5) North 77° 38' 18" West, a distance of 177.53 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 6) North 57° 17' 14" West, a distance of 251.72 feet to a cedar fence post for an angle point in the south line of said tract herein described;
 - 7) North 78° 30' 33" West, a distance of 468.22 feet to cedar fence post located in the south line of said 1938.67-acre tract for an angle point in the south line of said tract herein described and for the northeast corner of said 195.27-acre tract;
 - 8) THENCE South 44° 07' 43" West with the south line of said 1938.67-acre tract and the north line of said 195.27-acre tract, a distance of 2614.19 feet to found 5/8-inch iron rod with aluminum cap for an angle point in the south line of said tract herein described for the northwest corner of said 195.27-acre tract and the north corner of a 260.12-acre tract as conveyed unto Robert Nance and Martha Jane Allen by deed recorded in Volume 135, Page 456 of the Deed Records of Hays County, Texas;
 - 9) THENCE South 44° 00' 02" West continuing with the south line of said 1938.67-acre tract and the north line of said 260.12-acre tract, a distance of 2165.22 feet to railroad spike at the base of an old cedar fence post for a corner in the south line of said tract herein described for the southeast corner of a 32.432-acre tract as conveyed unto Thomas H. Nance, Jr., and Flora Mae Roberts by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas;
 - 10) THENCE North 42° 31' 45" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, at 73 feet pass a twin trunk Oak tree, continuing for a total distance of 835.00 feet to the end of a rock wall/stone fence for an angle point in a west line of said tract herein described;
 - 11) THENCE North 48° 11' 44" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 591.59 feet to a 16-inch Hackberry tree in the fence line for an angle point in a west line of said tract herein described;
 - 12) THENCE North 54° 28' 06" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 455.05 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
 - 13) THENCE North 53° 21' 39" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 292.80 feet to 6-inch cedar fence post for an angle point in a west line of said tract herein described;
 - 14) THENCE North 64° 39' 18" West with a west line of said 1938.67-acre tract and the east line of said 32.432-acre tract, a distance of 34.87 feet to an 18-inch Elm tree in the fence line for a corner in the south line of said tract herein described for the northeast corner of said 32.432-acre tract and for an interior corner of said 1938.67-acre tract;
-

THENCE with a south line of said 1938.67-acre tract, the following courses and distances (calls 15 through 23);

- 15) South $61^{\circ} 37' 51''$ West with the north line of said 32.432-acre tract, a distance of 426.48 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the north line of a 22.421-acre tract as conveyed unto Martha Nance Picton by deed recorded in Volume 651, Page 702 of the Hays County, Texas, for an angle point in the south line of said tract herein described;
- 16) South $53^{\circ} 30' 25''$ West with the north line of a 22.421-acre tract, a distance of 842.81 feet to a found 1/2-inch iron rod for a corner in the south line of said tract herein described and for the northwest corner of said 22.421-acre tract;
- 17) South $41^{\circ} 21' 25''$ East with the west line of said 22.421-acre tract, a distance of 491.62 feet to a found 1/2-inch iron rod located in the north line of a 17.313-acre tract as conveyed unto David Laverne Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for a corner in the south line of said tract herein described;
- 18) South $38^{\circ} 21' 19''$ West with the north line of said 17.313-acre tract, a distance of 489.14 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 19) South $43^{\circ} 54' 19''$ West, with the north line of said 17.313-acre tract, a distance of 409.24 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 20) South $30^{\circ} 15' 19''$ West with the north line of said 17.313-acre tract, a distance of 133.80 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described;
- 21) South $36^{\circ} 02' 19''$ West with the north line of said 17.313-acre tract, a distance of 81.45 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" located in the east line of a 29.882-acre tract as conveyed unto David Laverne Allen and Grace Crumley by deed recorded in Volume 651, Page 702 of the Deed Records of Hays County, Texas, for an angle point in the south line of said tract herein described;
- 22) North $36^{\circ} 45' 13''$ West with the east line of said 29.882-acre tract, a distance of 753.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the south line of said tract herein described from which an 8-inch cedar fence post bears North $36^{\circ} 44'$ West, a distance of 1.25 feet;
- 23) South $52^{\circ} 58' 30''$ West with the north line of said 29.882-acre tract, at 1442.51 feet pass a fence corner, continuing for a total distance of 1661.02 feet to point located in the center of the east channel of the Blanco River and in the east line of a 102.04-acre tract as conveyed unto Janet Nance Bradshaw and Robert Scott Nance by deed recorded in Volume 902, Page 614 of the Official Public Records of Hays County, Texas, for the southwest corner of said tract described;

THENCE in a northwesterly direction with the east line of the 102.04-acre tract and the west line of said 1938.67-acre tract, the following courses and distances (calls 24 through 32);

- 24) North $31^{\circ} 07' 28''$ West, with the centerline of said east channel of the Blanco River, a distance of 247.37 feet to an angle point in the west line of said tract herein described;
 - 25) North $25^{\circ} 35' 32''$ West, with the centerline of said east channel of the Blanco River, a distance of 406.01 feet to an angle point in the west line of said tract herein described;
-

Page 4 of 8

- 26) North 05° 41' 30" West, a distance of 123.00 feet to a point located on the east bank of the east channel of the Blanco River for an angle point in the west line of said tract herein described;
- 27) North 52° 23' 30" East, a distance of 72.00 feet to an Oak tree in fence line for an angle point in the west line of said tract herein described;
- 28) North 11° 45' 34" West with a barbed wire fence, a distance of 203.32 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 29) North 13° 24' 25" West with a barbed wire fence, a distance of 303.61 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 30) North 18° 49' 22" West with a barbed wire fence, a distance of 265.24 feet to a cedar fence post for an angle point in the west line of said tract herein described;
- 31) North 75° 14' 22" West, a distance of 486.70 feet to a set 5/8-inch Iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the west line of said tract herein described;
- 32) South 53° 35' 58" West, a distance of 119.76 feet to point located in the center of the Blanco River for a corner in the west line of said tract herein described and for the northeast corner of said 102.04-acre tract;

THENCE in a northwesterly direction with the meanders of the centerline of the Blanco River, the west line of said 1938.67-acre tract and the east line of a tract of land as conveyed unto Exekial Nance by deed recorded in Volume C, Page 487 of the Deed Records of Hays County, Texas, the following courses and distances (calls 33 through 51);

- 33) North 24° 02' 16" West, a distance of 1344.85 feet to an angle point in the west line of said tract herein described;
- 34) North 26° 15' 21" West, a distance of 1341.47 feet to an angle point in the west line of said tract herein described;
- 35) North 24° 19' 33" West, a distance of 1253.62 feet to an angle point in the west line of said tract herein described;
- 36) North 26° 26' 21" West, a distance of 445.60 feet to an angle point in the west line of said tract herein described;
- 37) North 22° 07' 09" West, a distance of 388.02 feet to an angle point in the west line of said tract herein described;
- 38) North 20° 08' 10" West, a distance of 228.62 feet to an angle point in the west line of said tract herein described;
- 39) North 35° 50' 03" West, a distance of 95.94 feet to an angle point in the west line of said tract herein described;
- 40) North 20° 34' 03" West, a distance of 91.79 feet to an angle point in the west line of said tract herein described;
- 41) North 14° 59' 48" West, a distance of 185.29 feet to an angle point in the west line of said tract herein described;
- 42) North 00° 02' 25" East, a distance of 92.60 feet to an angle point in the west line of said tract herein described;
- 43) North 12° 09' 25" East, a distance of 32.16 feet to an angle point in the west line of said tract herein described;
-

- 44) North 29° 03' 12" East, a distance of 72.03 feet to an angle point in the west line of said tract herein described;
- 45) North 19° 26' 32" East, a distance of 118.15 feet to an angle point in the west line of said tract herein described;
- 46) North 11° 55' 55" East, a distance of 32.54 feet to an angle point in the west line of said tract herein described;
- 47) North 65° 36' 10" East, a distance of 98.62 feet to an angle point in the west line of said tract herein described;
- 48) North 24° 23' 50" West, a distance of 99.11 feet to an angle point in the west line of said tract herein described;
- 49) North 19° 12' 41" West, a distance of 178.40 feet to an angle point in the west line of said tract herein described;
- 50) North 24° 39' 30" West, a distance of 220.03 feet to an angle point in the west line of said tract herein described;
- 51) North 25° 27' 37" West, a distance of 206.51 feet to a point located in the south line of a 24.52-acre tract as conveyed unto Charles M. Decker, III, William S. Decker, Dr. Robert D. Decker and Marilyn Decker Etwell by deed recorded in Volume 345, Page 837 of the Deed Records of Hays County, Texas, for the northwest corner of said tract herein described;
- 52) THENCE North 43° 08' 11" East with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 441.09 feet to a set 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" for an angle point in the north line of said tract herein described;
- 53) THENCE North 42° 38' 11" East continuing with the north line of said 1938.67-acre tract and the south line of said 24.52-acre tract, a distance of 496.12 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described;
- THENCE in a northeasterly direction with a fence line, with the north line of said 1938.67-acre tract and with the south line of a 108.21-acre tract as conveyed unto Buckeye Partners, Ltd. By deed recorded in Volume 2238, Page 145 of the Official Public Records of Hays County, Texas, the following courses and distances (calls 54 through 66);
- 54) North 59° 34' 50" East, a distance of 665.61 feet to an angle point in the north line of said tract herein described;
- 55) North 59° 27' 50" East, a distance of 379.99 feet to an angle point in the north line of said tract herein described;
- 56) North 58° 50' 50" East, a distance of 298.07 feet to an angle point in the north line of said tract herein described;
- 57) North 59° 24' 50" East, a distance of 439.02 feet to an angle point in the north line of said tract herein described;
- 58) North 59° 39' 50" East, a distance of 595.25 feet to an angle point in the north line of said tract herein described;
- 59) North 59° 56' 50" East, a distance of 68.18 feet to an angle point in the north line of said tract herein described;
- 60) North 59° 59' 50" East, a distance of 273.44 feet to an angle point in the north line of said tract herein described;
-

- 61) North 59° 37' 50" East, a distance of 267.94 feet to an angle point in the north line of said tract herein described;
- 62) North 56° 33' 50" East, a distance of 13.30 feet to an angle point in the north line of said tract herein described;
- 63) North 52° 04' 50" East, a distance of 417.87 feet to an angle point in the north line of said tract herein described;
- 64) North 51° 01' 50" East, a distance of 471.83 feet to an angle point in the north line of said tract herein described;
- 65) North 50° 59' 50" East, a distance of 409.28 feet to an angle point in the north line of said tract herein described;
- 66) North 56° 27' 50" East, a distance of 25.80 feet to 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for the southeast corner of said 108.21-acre tract and the west corner of Lot 2 of Oak Mesa, a subdivision plat recorded in Volume 6, Page 47 of the Plat Records of Hays County, Texas;
- 67) THENCE North 56° 24' 56" East continuing with the north line of said 1938.67-acre tract and a south line of said Lot 2, a distance of 392.99 feet to a found 1/2-inch iron rod for a corner in the north line of said tract herein described from which an 8-inch fence post bears North 88° 53' West, a distance of 1.4 feet;
- 68) THENCE South 29° 04' 44" East with an east line of said 1938.67-acre tract and the west line of said Lot 2 and Lot 1 of said Oak Mesa, at 932.02 feet passing the south line of said Lot 1 and the north line of the residue of a 134.86 acre tract as conveyed unto Auburn E. Dennis by deed recorded in Volume 1057, Page 225 of the Deed Records of Hays County, Texas, continuing for a total distance of 2802.93 feet to a point located in the centerline of a stone fence for a corner in the north line of said tract herein described from which a cedar fence post bears North 00° 28' West, a distance of 5.2 feet;
- 69) THENCE North 43° 17' 57" East with a north line of said 1938.67-acre tract and the south line of the residue of said 134.86-acre tract, at 1415.62 feet passing the southwest corner of Lot 31 of Arroyo Ranch, Section Two, a subdivision plat recorded in Volume 10, Page 219 of the Plat Records of Hays County, Texas, continuing for a total distance of 1730.83 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 5/8-inch iron rod bears South 54° 29' West, a distance of 8.7 feet;
- 70) THENCE South 82° 42' 45" East continuing with a north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1115.45 feet to point located in the centerline of a stone fence for an angle point in the north line of said tract herein described from which a found 1/2-inch iron rod bears South 88° 50' West, a distance of 37.6 feet;
- 71) THENCE North 43° 55' 32" East continuing with the north line of said 1938.67-acre tract and the south line of said Arroyo Ranch, Section Two, a distance of 1271.78 feet to a 2-inch iron pipe fence corner for an angle point in the north line of said tract herein described for an interior corner of Arroyo Ranch, Section One, a subdivision plat recorded in Volume 10, Page 179 of the Plat Records of Hays County, Texas;
- THENCE with the east line of said 1938.67-acre tract, the following courses and distances (call 72 through 80);
-

- 72) South 46° 21' 03" East, at 185.13 feet passing the south line of said Arroyo Ranch, Section One, and the north line of a 21.3-acre tract as conveyed unto Sallye Knutson by deed recorded in Volume 353, Page 240 of the Deed Records of Hays County, Texas, continuing for a total distance of 887.35 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.3-acre tract and the northwest corner of a 21.30-acre tract as conveyed unto Robert T. Walker and Sandra F. Walker by deed recorded in Volume 1976, Page 458 of the Official Public Records of Hays County, Texas;
- 73) South 46° 29' 25" East with the west line of said 21.30-acre tract, a distance of 578.70 feet to an angle point in the east line of said tract herein described for the southwest corner of said 21.30-acre tract and the northwest corner of Quail Meadows Subdivision, a subdivision plat recorded in Volume 7, Page 47 of the Plat Records of Hays County, Texas;
- 74) South 46° 13' 10" East with the west line of said Quail Meadows Subdivision, a distance of 408.76 feet to an angle point in the east line of said tract herein described;
- 75) South 47° 03' 10" East continuing with the west line of said Quail Meadows Subdivision, a distance of 405.20 feet to an angle point in the east line of said tract herein described;
- 76) South 47° 52' 44" East continuing with the west line of said Quail Meadows Subdivision, a distance of 296.23 feet to an angle point in the east line of said tract herein described;
- 77) South 47° 19' 33" East continuing with the west line of said Quail Meadows Subdivision, a distance of 499.63 feet to a found 6-inch cedar fence post for an angle point in the east line of said tract herein described, for the southwest corner of said Quail Meadows Subdivision and for the northwest corner of said 62.10-acre tract;
- 78) South 46° 53' 37" East with the west line of said 62.10-acre tract, a distance of 359.95 feet to an angle point in the east line of said tract herein described;
- 79) South 45° 49' 07" East continuing with the west line of said 62.10-acre tract, a distance of 436.01 feet to an angle point in the east line of said tract herein described;
- 80) South 46° 25' 31" East continuing with the west line of said 62.10-acre tract, a distance of 1445.81 feet to a found cedar fence post for corner of said tract herein described and for the northeast corner of said 12.46-acre tract;
- 81) THENCE South 40° 21' 31" West with the north line of said 12.46-acre tract, a distance of 1018.19 feet to a found 1/2-inch iron rod for a corner of said tract herein described and for the northwest corner of said 12.46-acre tract;
- 82) THENCE South 50° 23' 48" East with the west line of said 12.46-acre tract, at 96.71 feet pass a cedar fence post, continuing for a total distance of 255.73 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 83) THENCE North 40° 43' 43" East with the west line of said 12.46-acre tract, a distance of 42.90 feet to a cedar fence post for an angle point in the south line of said tract herein described;
- 84) THENCE South 52° 52' 44" East with the west line of said 12.46-acre tract, a distance of 85.65 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;
- 85) THENCE South 51° 46' 28" East with the west line of said 12.46-acre tract, a distance of 159.01 feet to a found 1/2-inch iron rod for a corner of said tract herein described;
-

86) THENCE North 43° 53' 50" East with the south line of said 12.46-acre tract, a distance of 92.20 feet to a found 1/2-inch iron rod for an angle point in the south line of said tract herein described;

87) THENCE South 78° 26' 49" East with the south line of said 12.46-acre tract, a distance of 101.28 feet to the POINT OF BEGINNING and containing 1971.29 acres (85,869,500 square feet) of land, more or less.

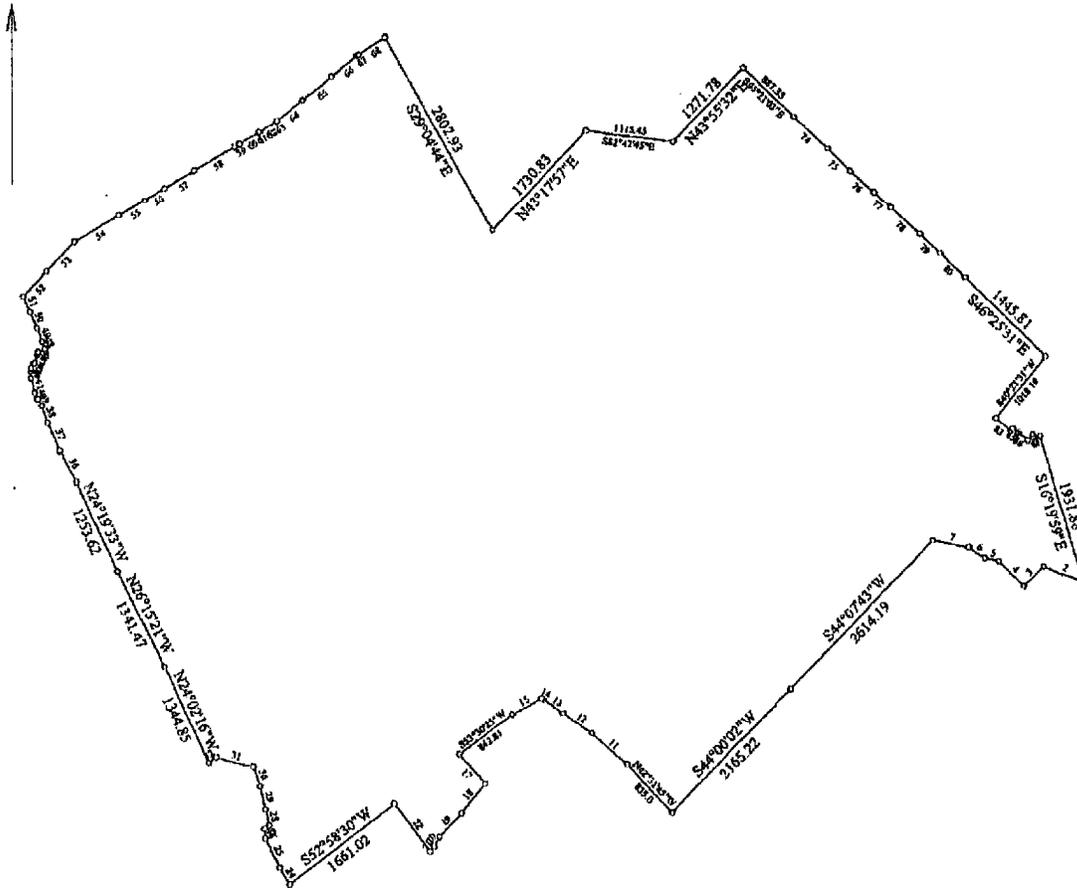
Note: This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated August 9, 2005.

Cobb, Fendley & Associates, Inc.
5300 Hollister, Suite 400
Houston, Texas 77040
Ph. 713-462-3242

Job No. 0402-070-01

August 9, 2005





Title:		Date: 08-22-2005
Scale: 1 inch = 1800 feet	File:	

*OK 8/22/05
CBT
Revision 2
8/19/05*

Data and Deed Call Listing of File:Tract 1: 1971.285 Acres: 85869163 Sq Feet; Closure = s46.0031e 0.05 Feet; Precision = 1/981753; Perimeter = 44868 Feet

001=S16.1959E 1931.88	058=N59.3950E 595.25
002=M69.2811W 542.50	059=N59.5650E 68.18
003=S46.0624W 356.81	060=N59.5950E 273.44
004=N45.2844W 460.09	061=N59.3750E 17.94
005=N77.3818W 177.53	062=N59.3750E 250.0
006=N57.1714W 251.72	063=N56.3350E 13.30
007=N78.3033W 468.22	064=N52.0450E 417.87
008=S44.0743W 2614.19	065=N51.0150E 471.83
009=S44.0002W 2165.22	066=N50.5950E 409.28
010=N42.3145W 835.0	067=N56.2750E 25.80
011=N48.1144W 591.59	068=N56.2456E 392.99
012=N54.2806W 455.05	069=S29.0444E 2802.93
013=N53.2139W 292.80	070=N43.1757E 1730.83
014=N64.3918W 34.87	071=S82.4245E 1115.45
015=S61.3751W 426.48	072=N43.5532E 1271.78
016=S53.3025W 842.81	073=S46.2103E 887.35
017=S41.2125E 491.62	074=S46.2925E 578.70
018=S38.2119W 489.14	075=S46.1310E 408.76
019=S43.5419W 409.24	076=S47.0310E 405.20
020=S30.1519W 133.80	077=S47.5244E 296.23
021=S36.0219W 81.45	078=S47.1933E 499.63
022=N36.4513W 753.61	079=S46.5337E 359.95
023=S52.5830W 1661.02	080=S45.4907E 436.01
024=N31.0728W 247.37	081=S46.2531E 1445.81
025=N25.3532W 406.01	082=S40.2131W 1018.19
026=N05.4130W 123.0	083=S50.2348E 255.73
027=N52.2330E 72.0	084=N40.4343E 42.90
028=N11.4534W 203.32	085=S52.5244E 85.65
029=N13.2425W 303.61	086=S51.4628E 159.01
030=N18.4922W 265.24	087=N43.5350E 92.20
031=N75.1422W 486.70	088=S78.2649E 101.28
032=S53.3538W 119.76	
033=N24.0216W 1344.85	
034=N26.1521W 1341.47	
035=N24.1933W 1253.62	
036=N26.2621W 445.60	
037=N22.0709W 388.02	
038=N20.0810W 228.62	
039=N35.5003W 95.94	
040=N20.3403W 91.79	
041=N14.5948W 185.29	
042=N00.0225E 92.60	
043=N12.0925E 32.16	
044=N29.0312E 72.03	
045=N19.2632E 118.15	
046=N11.5555E 32.54	
047=N65.3610E 98.62	
048=N24.2350W 99.11	
049=N19.1241W 178.40	
050=N24.3930W 220.03	
051=N25.2737W 206.51	
052=N43.0811E 441.09	
053=N42.3811E 496.12	
054=N59.3450E 665.61	
055=N59.2750E 379.99	
056=N58.5050E 298.07	
057=N59.2450E 439.02	

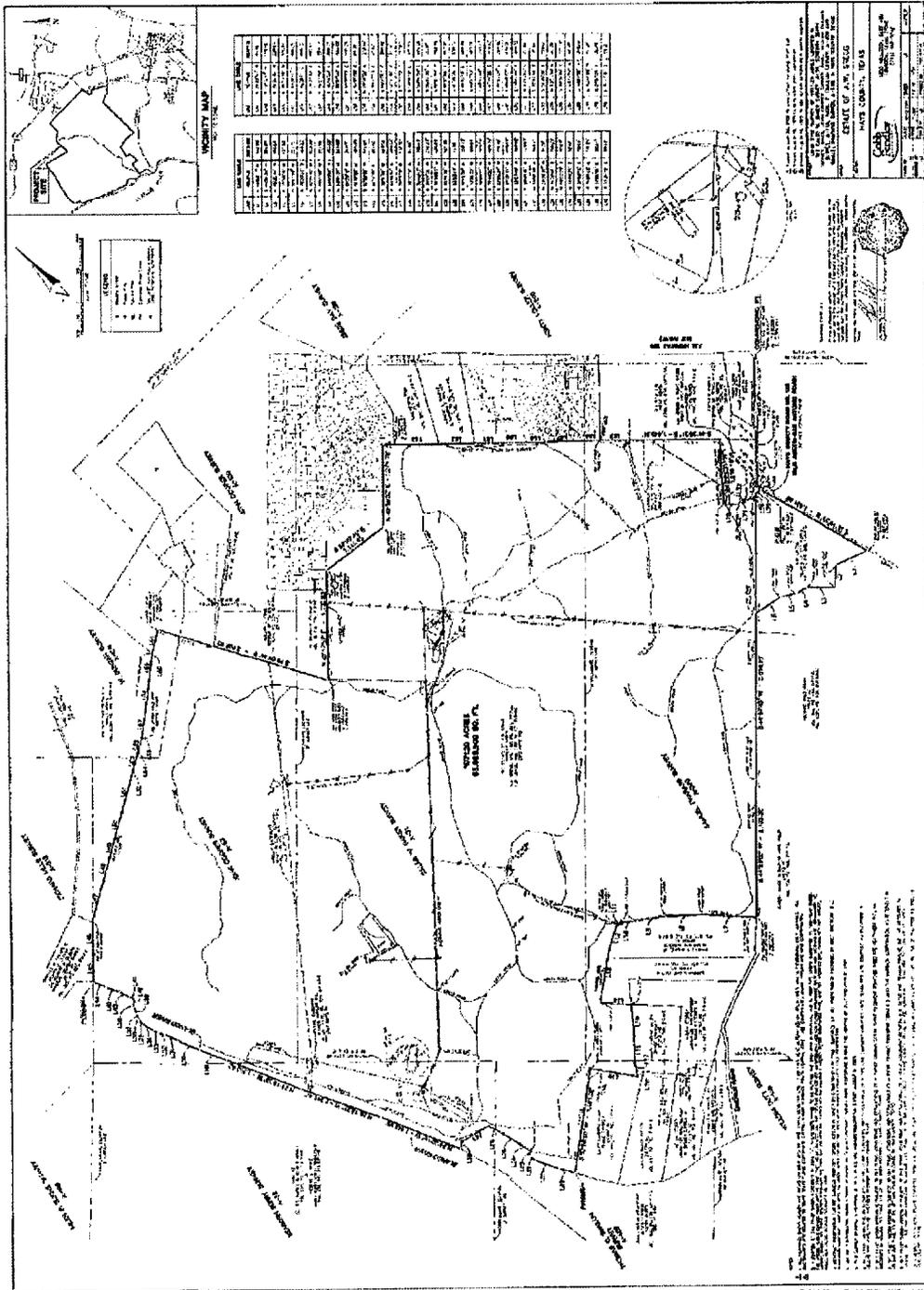


Exhibit "A-2"

Metes and Bounds Description for Tract II

VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

**METES AND BOUNDS DESCRIPTION
FOR A 195.14 ACRE TRACT OF LAND
OUT OF THE ONE-FOURTH LEAGUE SURVEY NO. 14
ABSTRACT NO. 360
HAYS COUNTY, TEXAS**

Being a 195.14 acre tract of land situated in the Samuel Pharass 1/4 League Survey No. 14, Abstract 360, Hays County, Texas, being the same property (called 195.27 acres), described in Special Warranty Deed, conveying "Hawn Arabian Ranch" into each their respective undivided 1/2 interest to William Reed Hawn and Richard Reed Hawn, recorded in Volume 1201, Page 659 of the Official Public Records of Hays; said 195.14 acre tract being more particularly described by metes and bounds with all bearings being referenced to North American Datum 1983, Texas Coordinate System, South Central Zone; Ground distances may be converted to grid by dividing by 1.0001700:

BEGINNING at a corner cedar fence post on the West right-of-way line of County Road No. 136 (an undetermined right-of-way width) also known as Old Austin - San Antonio Road and being the South corner of a 1971.29 acre tract of land as described in General Warranty Deed, conveyance from Ky-Tex Properties, L.P. to the The State of Texas, recorded in Volume 2755, Page 820 of the Official Public Records of Hays County, Texas, also being the most Eastern of Northeast corner of the herein described tract of land, said Beginning point having the Texas South Central Grid Coordinates of (N=13,913,246.00, E=2,318,255.92);

Thence S 16°51'08" E, along the said West right-of-way of County Road No. 136 a distance of 799.85 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap, being the Southeast corner of the herein described tract, from which a found 1/2" iron rod bears S 16°51'08" E, a distance of 61.11 feet being the most Eastern Northeast corner of a 135.78 acre tract of land recorded in Volume 254, Page 848 of the Deed records of Hays County, Texas;

Thence S 36°00'34" W, departing said West right-of-way line of County Road No. 136, a distance of 42.37 to a found cedar fence post at the common corner of said 135.78 acre tract and the herein described tract of land;

Thence along the common line of said 135.78 acre tract of land and the herein described tract of land, the following 4 courses and distances;

- S 48°34'19" W, a distance of 1583.69 feet to a found cedar fence post;
- N 49°27'05" W, a distance of 34.23 feet to found cedar fence post;
- S 25°39'52" W, a distance of 39.42' to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- S 48°28'51" W, a distance of 2127.99 feet to a found cedar fence post on North right of way line of Limekiln Road (an undetermined right-of-way width), and being the South corner of the herein described tract of land;



Metes and Bounds Description
195.14 Acres
Page 2 of 2

- Thence N 77°17'21" W, along the said North right-of-way line of Limekiln Road a distance of 599.98 feet to a found cedar fence post for the most Western Southwest corner of the herein described tract and being the most Southern Southeast corner of a 260.12 acre tract of land recorded in Volume 135, Page 456 of the Deed records of Hays County, Texas:
- Thence N 16°49'08" W, along the common line of said 260.12 acre tract of land and the herein described tract of land a distance of 270.68 feet to a set 1/2" iron rod with Vickrey and Associates property corner cap;
- Thence N 17° 14'33" W, continuing along said common line a distance of 1608.14 feet to a found 5/8" iron rod with aluminum cap marked "Kent" on the Southeast line of the aforementioned 1971.29 acre tract of land and being the West corner of the herein described tract of land;
- Thence along the common line of said 1971.29 acre tract of land and the herein described tract of land the following 7 courses and distances;
- N 44°06'52" E, a distance of 2614.19 feet to a found cedar fence post;
 - S 78°31'24" E, a distance of 468.22 feet to a found cedar fence post;
 - S 57°18'05" E, a distance of 251.72 feet to a found cedar fence post;
 - S 77°39'09" E, a distance of 177.53 feet to a found cedar fence post;
 - S 45°29'35" E, a distance of 460.09 feet to a found cedar fence post;
 - N 46°05'33" E, a distance of 356.81 feet to a found cedar fence post;
 - S 69°29'02" E, a distance of 542.50 to the **POINT OF BEGINNING** containing 195.14 acres of land more or less.

Note: Survey Plat of even date accompanies this legal description.

Hal B. Lane III

Hal B. Lane III
Registered Professional Land Surveyor
Texas Registration Number 4690
Vickrey & Associates, Inc.



Job No. 2042-003-104
HL/gm m&b 195.14 acres
May 24, 2006



11-GF#201500699 JPB
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

**THIS PAGE LEFT INTENTIONALLY BLANK FOR
RECORDING PURPOSES**



CITY OF KYLE, TEXAS

Comprehensive Plan

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Discussion and possible action regarding the City of Kyle's Comprehensive Plan. ~
Amber Lewis, Assistant City Manager

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Sarah Dahlstrom Marker

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Discuss Options for the Marker for Sarah Dahlstrom at the Corner of Old Stagecoach Rd and RM 150. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Open Board Seat Applications

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Discussion and direction regarding currently open board seat applications. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

MPT Selection

Meeting Date: 1/4/2022
Date time: 7:00 PM

Subject/Recommendation: Consider nominations for selection of Mayor Pro Tem. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CECC Executive Board Appt.

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Consider appointment of one member of the Kyle City Council to the Executive Board of the Combined Emergency Communications Center. ~ *J. Scott Sellers, City Manager*

Other Information: See section 5.02 of the Maintenance and Operations Agreement, attached.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ CECC ILA

**INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE
COMBINED EMERGENCY COMMUNICATIONS CENTER**

STATE OF TEXAS §
COUNTY OF HAYS §

This Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas (“County”), the City of Kyle, Texas (“Kyle”), and the City of Buda, Texas (“Buda”). The above-named parties are sometimes collectively referred to as the “Parties” or individually referred to as the “Party”. Each Party is acting through its respective duly authorized officers or employees.

RECITALS

The Parties, consisting of multiple governmental entities within Hays County, have formed a coalition to deliver nationally-recognized emergency communication services by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. This coalition desires to maintain a role as leaders in the delivery of emergency communication services by ensuring that the communication center and its systems are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement.

This Agreement is to provide for the organizational structure and funding for operation and maintenance of a Combined Emergency Communications Center (CECC) which will include the Hays County Emergency Communications Department, City of Kyle Emergency Communication Department, Emergency Communication Services for the City of Buda Police Department, and associated systems, all or portions of which will be located in the CECC. To date, Hays County has developed the CECC by providing a site and designing the CECC within a new Public Safety facility

NOW, THEREFORE, in consideration of the mutual covenants herein the Parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals.** The above Recitals are incorporated herein for all purposes.
- 2. Term of Agreement.** The term of this Agreement is for thirty (30) years, each year commencing on October 1st, which is the beginning of each Party’s fiscal year. The first year of this Agreement shall commence on the date the last Party executes this Agreement (the “Effective Date”) and will end on September 30, 2017.

3. Definitions.

BPD means Buda Police Department.

Budget means the applicable portion of the Operating Budget or Capital Budget, except where expressly stated otherwise.

Capital Funds means funds budgeted and paid by the parties for Capital Costs that may or may not be spent during the fiscal year in which they were paid.

Capital Improvement Plan means a plan reviewed yearly that includes expected planned additions, repairs, replacement, or upgrades to the CECC and the CECC Systems. The Capital Improvement Plan may include Capital Costs to be budgeted over multiple years. The planned Capital Costs should be included in each yearly Budget per the Capital Improvement Plan.

Combined Emergency Communications Center (CECC) means the integrated and coordinated combined emergency communications center, inclusive of the CECC portions of the Facility, CECC structures on and around the Facility at the Site, as well as the CECC Systems on and within the Facility.

CECC Program means the Combined Emergency Communications Center Program, which includes the CECC, the Shared Employees, and all of the CECC Systems housed and managed within the Facility.

Costs are defined below by category and types of costs, and are included on the estimated Preliminary Budget, **Exhibit A**, and the estimated Budget, **Exhibit B**. Costs, especially those for certain CECC Systems, may be reduced by revenue from entities not a party to the Agreement before they are included in the Budget.

Agency Specific Costs means all costs each Party must annually budget to pay all costs associated with any Agency Specific Systems it operates out of the CECC Facility, including Agency Specific Employee Costs.

Buda/Hays Personnel and Support Costs means those Costs shared by the City of Buda and Hays County for Hays County dispatch personnel and support of that personnel.

Personnel Costs means regular wages, stability pay, insurance, FICA, Medicare, and retirement contributions.

Capital Costs means all costs associated with any additions, repairs, replacement, or upgrades to the CECC and the CECC Systems it supports after initial construction of the CECC or CECC Systems is completed. Certain Capital Costs, especially those included in the Capital Improvements Plan and greater than \$100,000, may be partially funded in a multi-year plan.

Operating Costs means all costs incurred to occupy and use the Facility, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and CECC System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, running, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and CECC Systems functioning efficiently, maintain the useful life of the assets, and reduce the probability of failures. All Operating Costs must be included in each annual Budget.

CECC Systems Costs means all costs to operate or upgrade the CECC Systems including hardware, and software licenses, training, support, and costs associated with maintenance contracts.

Commodities Costs means all costs associated with outright purchase of goods and services, such as; office supplies, computer supplies; computer software, tools and minor equipment; and minor computer hardware.

Contractual Costs means all costs associated with setting up contracts to supply goods and services, such as rental of copy machines, vending machines, Facility insurance and content insurance for CECC Systems, equipment maintenance, security services, utilities, and telephone system costs.

Facility Space Costs means the costs associated with any party's use of space within the facility. Rates for Facility Space Costs associated with the various portions of the facility will be governed by lease agreements between a Party and Hays County. If only one Party's use of facility space requires a lease, the rates for portions of the facility included in that lease will be used to calculate Facility Space Costs for any other Party.

Hays County CECC Management and Administrative Services Costs means those Hays County costs associated with providing management and administrative services, which will be reimbursed as if Hays County were a third-party vendor of those services, and nor otherwise included as a Cost herein, (e.g. facility maintenance, janitorial services, etc.)

Program Shared Personnel and Support Costs means those Costs shared by all Parties for personnel and support of that personnel that benefit the entire Program.

Day, unless otherwise described, means calendar day.

Employees are either "Shared Employees" or "Agency Specific Employees" for purposes of this Agreement.

Agency Specific Employees means those employees employed directly by a Party at the CECC Facility, excluding Shared Employees.

Shared Employees means those employees employed by Hays County at the CECC Facility and whose salary is funded by contributions from all Parties through the Budget process.

Executive Board Bylaws means the Bylaws approved by the Parties to provide a framework for operation and management of the CECC Program by the Executive Board.

Facility the Public Safety Facility, which will include the CECC, owned by and under the direct control of Hays County at 712 South Stagecoach Trail in San Marcos, Texas.

Exclusive Facility Space means that portion of the Facility designed for use by only one of the Parties as shown on the attached and incorporated **Exhibit C**.

Shared Facility Space means that portion of the Facility designated for common and general use by any Party as shown on **Exhibit C**.

General Facility Space means that portion of the Facility designated for use by, or support of, all users of the Facility as shown on **Exhibit C**.

Exhibit C will be amended to change the location and/or proportion of Exclusive and Shared Facility Space to reflect the changes if a Party enters into a Lease or amends a Lease with Hays County, and it becomes effective when all relevant Parties execute the Lease, or all Parties execute the Lease Amendment, whichever is applicable.

Fiscal year means the fiscal year beginning October 1 and ending September 30 of the following calendar year.

Hays County means Hays County, a political subdivision of the State of Texas.

Hays County Emergency Communications Department means the department responsible for providing emergency communication and dispatching services for the following agencies; HCSO, Hays County Constable Offices, North Hays Fire Department, Wimberley Fire Department, Wimberley EMS, Buda Police Department, Buda Fire/EMS Department, Chisolm Trail Fire Department, South Hays Fire Department, and San Marcos Hays County EMS.

HCSO means Hays County Sheriff's Office.

KPD means Kyle Police Department.

Lease means a lease between Hays County and another Party for the use of space within the Facility.

Preliminary Operating Phase means the timeframe which begins on the first day of operation and ends on September 30th following two complete fiscal years. For example, if the CECC becomes operational on June 1, 2019, the Preliminary Operating Phase will end on September 30, 2021.

Remaining Parties means those Parties to this Agreement who remain committed to this Agreement in the event one or more Parties withdraw. "Parties" is defined on page one of this Agreement.

Site means that portion of the land at 712 South Stagecoach Trail in San Marcos, Texas, owned by Hays County, being developed for a Public Safety Facility owned by and under the direct control of Hays County which will include the CECC.

Standard Operating Procedures means the procedures that govern the day-to-day management and operation of the CECC Program.

Systems used individually and in the singular mean each System, and used collectively and in the plural means all Systems defined immediately below and governed by this Agreement. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

Agency Specific System means a System that is operated by one Party solely for that Party's use, including but not limited to, printers, copiers, computers, telephones, communication devices such as a mobile vehicle radio or portable hand-held radio, equipment installed in agency vehicles, Records Management Systems, and all other CECC equipment not used by Shared Employees and that does not use Shared Employees to support any portion of the System. Various Agency Specific Systems required by a Party in order for that Party to participate in the CECC Program may be provided by Hays County under the terms of a separate agreement; however once received by the Party, that equipment shall become owned and maintained by the Party as an Agency Specific System.

CECC System means a System that is operated by one or more of the Parties, including but not limited to dispatch consoles, servers, Computer Aided Dispatch, and other equipment that is used by Shared Employees and/or uses Shared Employees to support that System. All CECC Systems, initially purchased or installed for use by the CECC Program, or purchased, installed, or utilized by the CECC Program at a later time, shall be owned and accounted for by Hays County.

Regional Trunked Voice Radio System (Radio) means a regional trunked radio system that will provide total inter-departmental communication capability between all agencies utilizing the new network, portable radio coverage throughout Hays County and surrounding areas, adequate capacity to meet long-term needs, survivability during adverse weather conditions, and secure communication with limited unauthorized access to sensitive information.

Computer Aided Dispatch System (CAD) means a regional system to be used by multiple governmental agencies in Hays County for sharing data. CAD Interfaces with 9-1-1 call taking systems and Records Management Systems.

Records Management System (RMS) means an incident reporting system which also allows for management of data relating to warrants, investigation, personnel, fleet, facilities, and other business needs specific to an agency, integrated with the Computer Aided Dispatch System and accessible to law enforcement agencies of other municipal and governmental entities.

9-1-1 System (911) means the three-digit emergency telephone number that provides citizens a direct link to Police, Fire, or Emergency Medical Service personnel. Calls to 9-1-1 are automatically routed to the primary and secondary Public Safety Answering Points (PSAPs) and answered by 9-1-1 call-takers who may dispatch, transfer, or relay the information.

4. Purpose. The purpose of this Agreement is to establish an operational and management structure to provide authority to participants for ongoing administration and management of the CECC Program, including establishing an organizational structure and funding process.

The governance flowchart attached as **Exhibit D** shows the operational and management structure in place on the Effective Date. **Exhibit D** can be amended upon unanimous vote of the Parties. The Parties have developed suggested objectives and performance measures, attached as **Exhibit E**. **Exhibit E** can be amended by a majority vote of the Advisory Board, and the new **Exhibit E** will become effective upon the date of the vote to amend **Exhibit E**. The CECC Program will be organized and operated in accordance with all applicable Laws.

5. Executive Board.

5.01 Purpose and Duties. The Executive Board shall:

- (i) Annually approve a draft CECC Budget and recommend approval of the Budget to the governing bodies of the Parties.
- (ii) Adopt policies and Standard Operating Procedures for the CECC Program and assist in the resolution of CECC Program issues. With input from the Advisory Board and the PSAP Management Board, the Board will govern the CECC Program. The Board will make final decisions regarding the management of CECC Program resources including the Shared Employees. However, if there is any conflict between the Standard Operating Procedures and management practices adopted by the Board and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.
- (iii) Adopt protocols regarding the access, usage, and security of all CECC Systems and data and adopt test strategies for CECC Systems and upgrades including the development of test environments. Develop measures ensuring any Agency Specific System and related data can only be accessed by authorized personnel of the agency which owns or controls the system or other non-agency personnel which has been given formal permission in compliance with CECC Program and/or agency specific policies.

- (iv) Resolve conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program or between any agency(ies) represented on the Advisory Board and any Employee(s) that are not resolved by a consensus of the Advisory Board.
- (v) Examine the apportionment of CECC Costs between the Parties and recommend any adjustments needed to reflect the beneficial use of the CECC Program by each Party. Multiple cost allocation methods may be used for different types of Costs to ensure equitable financial responsibility for the CECC Program and CECC Systems. The Budget will reflect the cost allocation method(s) adopted by the Executive Board
- (vi) Approve a Capital Improvements Plan detailing Capital Costs included in the Budget which may be funded over multiple years.
- (vii) Operate and manage the CECC Program in accordance with the Executive Board Bylaws.

5.02 Composition. The Executive Board will be composed of the following members: two members of the Hays County Commissioners Court, the city manager of Kyle (or designee), one member of the Kyle City Council, the city manager of Buda (or designee), one member of the Buda City Council, and a representative who shall be an appointed commissioner of an Emergency Services District and shall be mutually selected by a majority of the ESDs of Hays County. Four Members of the Executive Board constitutes a quorum to conduct business.

5.03 Meeting Requirements. The Executive Board shall meet at least quarterly, however special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

5.04 Terms. All Executive Board members serve at the pleasure of their appointing governing body or agency. The Executive Board's ESD representative shall serve for a term of two (2) years and may not be appointed from the same ESD for two (2) consecutive terms.

5.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the Executive Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

5.06 Procedures at Meetings. The Chairman or a majority of the members may call meetings of the Executive Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the Executive Board without a quorum present. Any member may place items on the Executive Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the next meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the quorum present at a meeting is required to authorize any action or determination by the Executive Board, except for those actions

specified in this Agreement or the Executive Board Bylaws that require a four-fifths vote of all members of the Executive Board.

5.07 Executive Board Bylaws. The Parties will approve Bylaws which will govern the activities of the Executive Board. The Bylaws may not contain any provision that contradicts this Agreement. The Bylaws and any amendments to the Bylaws must be approved by all Parties.

6. Advisory Board.

6.01 Purpose and Duties. The Program will be facilitated by an Advisory Board, which shall:

- (i) Review and provide input on Standard Operating Procedures related to the operation and maintenance of the CECC Program.
- (ii) Review and provide input on protocols regarding access, usage, testing and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (iii) Make recommendations regarding staffing levels and staffing duties.
- (iv) Recommend upgrades to, or replacement of, CECC Systems through the development of a Capital Improvements Plan which shall be approved by the Executive Board.
- (v) Organize special temporary or standing committees comprised of members representing; the Parties, the Advisory Board, or any other agency or entity that may facilitate effective operation of the CECC Program or that participates in a CECC System.
- (vi) Address conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s). If a consensus can be reached, the PSAP Management Board will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.

6.02 Composition. The Advisory Board will be comprised of thirteen (13) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office
Hays County Constable Offices
Kyle Police Department
Kyle Fire Department
North Hays Fire Department
Wimberley Fire Department
Wimberley EMS
Buda Police Department
Buda Fire/EMS Department

Chisolm Trail Fire Department
South Hays Fire Department
San Marcos Hays County EMS
Hays County Office of Emergency Management

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

6.03 Meeting Requirements. The Advisory Board will meet at least quarterly.

6.04 Terms. The appointing Party will determine the term of each member. All Advisory Board members serve at the pleasure of their appointing agency.

6.05 Chairman, Vice-Chairman, and Secretary. A Chairman, Vice Chairman and Secretary will be elected annually by the Advisory Board. A seated Chairman, Vice Chairman, or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made. The Chairman (or the Chairman's designee) will represent the Advisory Board at meetings of the Executive Board.

7. Staffing and Operations.

7.01 PSAP Management Board. The PSAP Management Board will be comprised of the Hays County Emergency Communications Director and the City of Kyle Emergency Communications Director. The PSAP Management Board shall manage the day-to-day operations of the CECC Program. As individual representatives of their agencies, the Kyle Emergency Communications Director and the Hays County Emergency Communications Director will operate within their respective command structures and supervise their Agency Specific Employees in accordance with their agency's policies and procedures; however operational management of the CECC Program which includes the Shared Employees will follow the Standard Operating Procedures and management practices adopted by the Executive Board and the governance established by this Agreement and the Executive Board Bylaws. If and when this Agreement or the Executive Board Bylaws conflict with the Standard Operating Procedures and management practices adopted by the Executive Board, this Agreement and the Executive Board Bylaws shall prevail.

7.02 Duties of the PSAP Management Board. The PSAP Management Board shall:

- (i) Coordinate Advisory Board meetings.
- (ii) Maintain minutes of meetings and CECC Program records.

- (iii) Make recommendations to the Advisory Board and Executive Board on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.
- (iv) Make recommendations to the Advisory Board and Executive Board on protocols regarding access, usage, testing, and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (v) Provide the first level of administrative dispute resolution.
- (vi) Be empowered by the all Parties to this Agreement to make decisions regarding each Director's respective day-to-day operational issues, including making expenditures for budgeted items in accordance with CECC annual Budget.
- (vii) Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's departments or divisions, these service level agreements will include, but not be limited to, operating service level agreements between other operating agencies, or departments thereof, which must be agreed to by all involved parties.
- (viii) Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations.
- (ix) Provide quarterly budget reports.
- (x) Immediately request an Executive Board meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures.
- (xi) Call meetings of the Advisory Board Members to facilitate decision-making about the CECC Program. If conflicts arise between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s), the PSAP Management Board will present the conflict at a meeting of the Advisory Board. If a consensus can be reached, the PSAP Management Board will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.
- (xii) Coordinate long range planning goals, including the development of a Capital Improvements Plan, with the Advisory Board for approval by the Executive Board.
- (xiii) Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit E**.

7.03 Duties of the Hays County Emergency Communications Director. The Hays County Emergency Communications Director shall:

- (i) Supervise the Shared Employees, however, the Hays County Emergency Communications Director will not supervise, manage, or direct any non-Hays County Party's Agency Specific CECC Employees, who shall nonetheless cooperate and coordinate with the Parties' Agency Specific CECC Program Employees and the Shared Employees.

- (ii) Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other CECC Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents.
- (iii) Become involved in a non-Hays County Party's Agency Specific Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved. Maintain job descriptions for the Shared Employees.

7.04 Shared Employees. Hays County will provide the Shared Employees to conduct the day-to-day activities for the CECC Program. The Shared Employee job descriptions may be modified by a recommendation of the Advisory Board and approved by a majority vote of the Executive Board, or by an independent majority vote of the Executive Board. The number and types of employees ("FTE") that will constitute the initial Shared Employee staffing required to operate the CECC Program are set out in attached **Exhibit H**, which may be amended annually by approval of the Executive Board to provide for any changes in the numbers and types of FTEs shown in the Budget. The amended **Exhibit H** will be effective upon Budget Approval by each Party. The total costs of the Shared Employees will be included in each Hays County fiscal year budget. Beginning with the fiscal year following completion of the Preliminary Operating Phase, Hays County will be reimbursed for a portion of the cost of the Shared Employees by the other Parties, in accordance with the Budget.

7.05 Operating Procedures. The PSAP Management Board shall prepare Standard Operating Procedures to govern the day-to-day management and operation of the Facility, CECC Systems and Shared Employees. The PSAP Management Board will submit Standard Operating Procedures to the Advisory Board for review and to the Executive Board for approval. The PSAP Management Board and the Advisory Board will periodically review the Standard Operating Procedures and recommend any reasonably necessary changes for approval. The PSAP Management Board will also monitor implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

8. Budget.

8.01 Annual Operating Budget. The PSAP Management Board shall prepare an annual CECC Program operating budget ("Operating Budget") on a fiscal year basis for review and approval by the Executive Board. The Operating Budget must provide for all Costs associated with operating the Facility and CECC Program.

8.02 Annual Capital Improvements Budget. The PSAP Management Board shall prepare an annual CECC Program capital improvements budget ("Capital Improvements

Budget”) on a calendar year basis for review and approval by the Executive Board. While a Capital Improvements Budget will be recommended annually, a Capital Improvement Plan may provide for the funding of certain Capital Improvement Costs over multiple years.

8.03 Budget Format and Procedure. The estimated Preliminary Budget (**Exhibit A**) for the fiscal years and any partial fiscal year during the Preliminary Operating Phase and the estimated Budget (**Exhibit B**) for the fiscal years following completion of the Preliminary Operating Phase are expressly approved by the Parties as to form upon execution of this Agreement. The budgets include expected costs as of the effective date of this agreement. Actual budgeted costs will be determined through the budget process for each fiscal year. Each proposed annual Budget must be submitted to the Executive Board by June 1st of each year. Upon at least a four-fifths vote of all members of the Executive Board, the Budget will be recommended for adoption by each Party's respective governing body, as applicable.

8.04 Budget Approval and Expenditures. The Budget is subject to the approval of all Parties. The Budget will become effective once the governing body of each Party has adopted an annual budget that includes all of that Party's Costs. Each newly adopted Budget will replace **Exhibit B**. After the Budget has been approved and funded by the Parties, Hays County is authorized to incur costs and expenses in accordance with the Budget. Any amendment to the Budget must be approved by a four-fifths vote of all members of the Executive Board. Any costs or expenses to be incurred in excess of the total approved and funded Operating or Capital Budget amount will require additional Budget approval and funding by all Parties.

8.05 Cost Allocation. The Parties will pay for the percentages of costs allocated for the Budget shown on **Exhibit B**, as it may be amended. There may be multiple allocation methods, depending on the nature of the cost. Initially, costs will be allocated by calculating each Party's pro rata percentage of 911 calls and calls for service. During the Preliminary Operating Phase, data will be collected that can be used to amend the cost allocation percentages and/or determine more appropriate criteria that may be used to allocate costs. The initial percentages are calculated in **Exhibit G** and used in the Preliminary Budget, **Exhibit A**, as well as **Exhibit B**. Cost allocation percentages and methods may be amended by a four-fifths-vote of all members of the Executive Board in the same manner as **Exhibit B**. Any costs or expenses to be incurred by any Party(ies) in excess of the total approved and funded Operating or Capital Budget amount due to a change in the Cost Allocation percentage or method will require additional Budget approval and funding by the Party(ies).

8.06 Payments. On an annual basis, the Parties will be invoiced equal, quarterly installments for their respective portion of expenditures approved in the Budget. The first quarterly payment will be due on December 31, the second quarterly payment will be due on March 31, the third quarterly payment will be due on June 30, and the final quarterly payment will be due on September 30.

- (i) Hays County must provide at least fifteen (15) calendar days prior written notice (the "Notice") of any amounts due from each Party under an invoice for Budgeted Costs to allow the Parties sufficient time to approve any disbursement of funds, as required by law.
- (ii) Each Party must approve, or dispute, payment of invoices within ten (10) business days after receipt of the invoice and provide written notice of any dispute to Hays County.
- (iii) For purposes of this **Section 8.06**, the Parties Designated Representative for receiving the invoices, statements, and reports and demanding interest earnings are as follows:

Hays County: Hays County Judge
 111 E. San Antonio St.
 Suite 300
 San Marcos, Texas 78666

The City of Kyle: City Manager
 100 W. Center St.
 Kyle, Texas 78640

The City of Buda: City Manager
 121 Main St.
 Buda, Texas 78610

Unless a different address is listed here, notices will be sent to the address listed in **Section 17.06**.

8.07 Funding. The Parties specifically acknowledge that funding for each Party’s share of the CECC Budget been duly approved through that Party’s annual budgeting process, is current revenue available to each funding Party, and has been approved by its governing body for the specific purpose of transfer to Hays County for expenditure in accordance with the CECC Budget and Hays County’s purchasing requirements. The Parties further acknowledge that they may have their own annual “Agency Specific Costs” that are separate and in addition to the CECC Budget Costs and that the annual budget that each Party's governing body adopts will specifically include that Party’s Agency Specific Costs, with sufficient additional appropriations over its allocated portion of the CECC Budget to cover those Agency Specific Costs in its annual budget.

8.08 Failure to Fund. If any Party authorizes funding at less than their allocated amount recommended by the Executive Board, at the sole discretion of the other Parties by majority vote, the CECC Budget either will be adjusted accordingly or the other Parties may agree to pay the unfunded portion. Action on a Budget adjustment or a Party’s(ies’) agreement to pay more must be taken within thirty (30) days after any Party's governing body adopts or otherwise authorizes expenditures for less than that Party is allocated for a future budget, or that year's CECC Budget is automatically reduced by the unfunded allocation. If the CECC Budget is automatically reduced, the Parties must promptly

revise **Exhibit B** to reflect the new Budget amount, unless the Partial Funding is resolved under **Section 8.09** below.

If any Party fails to provide any funding for its share of the CECC Budget or its Agency Specific Costs, such Party will be deemed to have provided its twenty-four (24) month notice of termination of its participation in the CECC Program and this Agreement and the Parties will follow the procedures for termination of a Party described in **Section 15**.

8.09 Partial Funding. If any Party authorizes funding at less than the amount recommended for that Party by the Executive Board, or if any Party fails to fully fund its Agency Specific Costs. (herein called the "Underfunding Party") the other Parties may take one of the following actions:

- (i) Amend the CECC Budget and then reduce CECC System services, Board representation, and voting rights to the Underfunding Party with such reductions to be consistent with the Underfunding Party's continued participation in CECC Systems, if any,
- (ii) Reduce the CECC Budget by the amount underfunded by reducing Costs, in the following priority: nonessential services to the Underfunding Party, other services deemed non-essential by the other Parties, and, only if reasonably necessary, essential services to the Underfunding Party,
- (iii) Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget allocation and the amount of funding provided by the Underfunding Party ("Assessment"). Each Party agrees that its future right to participate in the CECC Program is dependent upon fully funding its share of the Budget and its Agency Specific Program Costs. Therefore, the Underfunding Party shall fund the Assessment and its entire portion of the next annual Budget in its next budget cycle,
- (iv) Amend the CECC Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the CECC Program and CECC Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential CECC Program services with a proportionate increase in Advisory Board representation for the Parties commensurate with the additional funding provided, or
- (v) Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a Party, if the level of funding is deemed substantially a failure to fund by the other Parties.

9. Systems Operation. The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other CECC Systems. Each Party will be responsible for the operation of any System that is funded as a part of its Agency Specific Costs. Hays County shall be responsible for the operation of the CECC Systems. Each Party shall have primary authority over all its respective Agency Specific Employees and Agency Specific Systems, if any.

10. Contracting Authority. The Parties specifically agree that Hays County will have the authority to contract on behalf of the Parties for items that have been approved in the annual CECC Budget, so long as the payments are made from available funds, using Hays County's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines.

11. Accounting Records. Hays County will maintain accounting records in accordance with generally accepted accounting standards, including compliance with federal guidelines for spending federal funds or bond proceeds. Such records will be open to inspection by the Parties during reasonable business hours and will be retained for at least six (6) years. Upon three (3) days written notice, any Party may audit the records in the Facility.

12. Federal Funds and Bond Funds. If a Party utilizes Federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the CECC Program expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Further, the Parties agree to cooperate with each other in the application for and administration of Federal funds, grants funds, or bond funds in order to maximize funding participation in the operation and maintenance of the CECC Program. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the CECC Program.

13. Amendment to Agreement. This Agreement may be amended only by a unanimous vote of the Parties. Any proposed amendment shall be directed to the Executive Board. The Board shall review the proposed amendment and provide its recommendation for consideration by the governing body of each Party.

14. Additional Parties to the Agreement. Entities which are not a Party to this agreement may become a Party only by amendment to this Agreement as defined in **Section 13** subject to the following terms and conditions:

- (i) A new party may be assigned an assessment, determined by a formula approved by the Executive Board. Any Parties incurring Capital Costs for a System shall determine the capital portion of a fee to be assessed to the new Party for any System assets and associated debt. Payment of the assessment shall be made to the Parties which previously incurred Capital Costs for those System assets in proportion to the costs paid.
- (ii) The effective date of an amendment to this Agreement for additional Parties shall occur on the first day of a fiscal year.
- (iii) Any additional Party shall be entitled to all rights and obligations of the Parties hereto and all Parties shall agree to, by amendment of this Agreement, reapportion any board(s) defined in this Agreement to accommodate the additional Party.

15. Termination.

15.01 Voluntary Termination. This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-Hays County Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement (“Terminating Party”) during the Preliminary Operating Phase, by giving six (6) months written notice prior to the conclusion of the Preliminary Operating Phase, or any time following the completion of the Preliminary Operating Phase, by giving twenty-four (24) months written notice to the Remaining Parties. The termination becomes effective on the first day after the notice period ends (“Effective Termination Date”). Such Terminating Party must continue to fund its portion of the Budget up to its Effective Termination Date and, if it does so, the Terminating Party may continue to participate in the CECC Program and CECC Systems until the Terminating Party's Effective Termination Date. However, failure of the Terminating Party to allocate and provide funding for its portion of the Budget immediately terminates their ability to continue to participate in the CECC Program and CECC Systems until the Effective Termination Date. The portion of the Budget allocated to a Terminating Party after receipt of the notice of termination may be reduced by agreement of the Remaining Parties.

15.02 Termination for Cause. The Parties may terminate the participation of any other Party for cause, including a Party's failure to fully fund or failure to pay for Budgeted Costs, after a unanimous vote of the non-defaulting Parties by delivery of a written notice of default which specifies the default under the material provisions of this Agreement and indicates that the default must be cured within thirty (30) days or the Party's interest in this Agreement will automatically terminate. Provided, however, that in the event that the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended as long as the defaulting Party continues to diligently prosecute such a cure to completion. Notwithstanding the immediately preceding sentence, an Assessment under **Section 8.09** (iii) can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

15.03 Rights of Remaining Parties. Once the undepreciated value of the CECC Systems in which a Terminating Party participated (“System Value”) is determined, the Remaining Parties will consider alternatives, including but not limited to one of the following:

- (i) Finding another governmental entity to assume the System Value,
- (ii) Dividing the System Value proportionally among the Remaining Parties,
- (iii) Allowing one Remaining Party to assume the System Value,
- (iv) Allowing the Terminating Party to retain its System Value with the stipulation that use of the System(s) will not be made available to that Party, unless and until the Party agrees to pay its Assessment as set out in Section above, or
- (v) The Remaining Parties will provide for any payment for System Value to the Terminating Party by amendment to this Agreement.

15.04 Duties of Remaining Parties. Any Remaining Party that assumes all or part of the System Value of a Terminating Party assumes all duties and obligations related to that right. The Remaining Parties must agree on a new allocation of costs and Budget.

15.05 Voting to Exercise Rights under Section 15.04. The decision to exercise rights granted by **Section 15.03** above by the Remaining Parties will be made by the Parties. However, the Terminating Party, and all votes allocated to the Terminating Party will be excluded in determining the votes needed for the Remaining Parties to make a decision.

15.06 Effect of Termination on Remaining Parties. A termination by a Party will have no effect on a Remaining Party's right to participate in the System Value, CECC Program, Facility, or any CECC System other than the specific rights and duties set out in this section, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

15.07 Rights of the Parties upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, the non-Hays County Parties shall vacate the CECC. Within thirty (30) days after termination or expiration of this Agreement, the non-Hays County Parties shall remove their separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-structural damage to the Facility. Any non-structural damage must be repaired within fifteen (15) business days to the reasonable satisfaction of Hays County. Hays County may enter and peacefully assume possession and may take possession by summary proceedings, or by action at law or in equity or by force or otherwise, without being liable in trespass or for any damages. The foregoing rights and remedies given to Hays County are, and will be deemed to be cumulative of any other rights of Hays County under law. The exercise of any right may not be deemed to be an election of rights. Provided, however, the Parties may then elect to continue this Agreement by mutual agreement of the Parties.

16. Dispute Resolution Process. All Parties are encouraged to work together to resolve all disputes prior to involving the Dispute Resolution Process. A dispute may be withdrawn at any time during the Dispute Resolution process.

16.01 Timeframes.

- (i) Initial Dispute Hearing. Any Party must first bring an issue or dispute to the PSAP Management Board for review and recommendation by delivery of a written notice to the Hays County Emergency Communications Director. Within ten (10) business days after the Hays County Emergency Communications Director receives the notice, he or she must schedule a meeting of the PSAP Management Board with the Party submitting the notice and any other appropriate Party or third party. The PSAP Management Board must provide written notice of their decision to all applicable Parties within five (5) business days after the meeting. If there is a dispute with a member of the PSAP Management Board, the notice must be given to the Vice Chair of the Advisory Board and the Advisory

Board will hear the matter and provide a written notice of their decision to all applicable Parties within five (5) business days after the meeting.

- (ii) Initial Appeal. A Party wishing to appeal the decision of the PSAP Management Board or Advisory Board, as described above, must make written notice of appeal within five (5) business days after receipt of the PSAP Management Board's or Advisory Board's written decision. The appeal will be addressed to the Vice Chairman of the Advisory Board or, in the case of an appeal from a decision of the Advisory Board, to the Executive Board, as provided below. The Vice Chair must schedule a meeting of the Advisory Board within fifteen (15) business days of receipt of the notice and provide a written recommendation to the appropriate Parties within five (5) business days after the hearing. Any appeal of the recommendation of the Advisory Board will be to the Executive Board.
- (iii) Appeal to Executive Board. Any appeal from the decision of the Advisory Board must be made by delivery of written notice of appeal to the PSAP Management Board and Executive Board within ten (10) business days after receipt of the Advisory Board's decision. The Executive Board may meet to hear the appeal or may elect to send the appeal to mediation. The Executive Board, assisted by the PSAP Management Board, will either schedule a hearing or send the appeal to mediation within twenty-five (25) business days of receipt of the notice of the appeal. Any appeal from the Executive Board's recommendation will be to a mediator as described below.
- (iv) Mediation. If Mediation shall be the method to finalize the administrative appeal process, the Parties participating in mediation will endeavor to agree on the choice of a mediator within five (5) days of the delivery of any notice of appeal or of the Executive Board's recommendation of mediation. If the Parties cannot agree on the choice of a mediator, each participating Party will choose the name of a qualified mediator. Within five (5) days after the participating Parties choose their mediators, those mediators will choose another mediator to hear the appeal. The mediator chosen must schedule mediation within twenty (20) business days after being chosen, unless the Parties to the mediation agree to a different time schedule. The mediator must provide notice of the date, time, and location of the mediation to the PSAP Management Board, who must be allowed to attend or send a designee. However if the subject matter of the mediation is a dispute with a member of the PSAP Management Board, neither the PSAP Management Board member nor a designee may attend. A member of the PSAP Management Board or their designee may otherwise participate in the mediation, and will be allowed to attend all joint sessions. The mediator must provide a written decision to the applicable Parties and the PSAP Management Board within fifteen (15) business days after the mediation. Any appeal of the decision of the mediator shall be to an appropriate court of original jurisdiction in Hays County, Texas, and shall be tried under the laws of the State of Texas.

17. Miscellaneous.

17.01 Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of The State of Texas and/or its charter. Each Party agrees that the compensation to be made to the other Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing Party for the services or functions each provides hereunder, and are made from current revenues available to the paying Party.

17.02 No Assumption of Liability. No Party assumes the liability for the System(s) under the control of any other Party or for the actions of employees of any other Party. No Party will be responsible for the acts or omissions of any other Party regarding the use, installation, operation, maintenance or updating of any of the Systems or Equipment located within the CECC.

17.03 Immunity as a Defense. No signatory Party has agreed to waive any defense, right, immunity (including Sovereign and/or Official Immunity), or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the Program.

17.04 Relationship of Parties. The parties acknowledge that they are not an agent, servant, or employee of any other Party, and that each Party is responsible for its own acts and deeds and for those of its agents or employees. The Parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the responsible Party agrees to pay any liability adjudicated against another Party for acts and deed of the responsible Party, its employees or agents.

17.05 Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the CECC by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

17.06 Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following respective addresses:

Hays County:	Hays County Judge 111 E. San Antonio St. Suite 300 San Marcos, Texas 78666
--------------	-------------------------------------------------------------------------------------

Hays County General Counsel
111 E. San Antonio St.
Suite 202
San Marcos, Texas 78666

The City of Kyle: City Manager
100 W. Center St.
Kyle, Texas 78640

The City of Buda: City Manager
121 Main St.
Buda, Texas 78610

All notices so given must be deemed given on the date so delivered or so deposited in the mail. All Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above. In **Section 8.06** above, each Party's representative may be different than the person listed above, but the address will be the same unless otherwise noted.

17.07 Assignment. This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties is void and has no effect.

17.08 Entire Agreement. The entire agreement between the Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.

17.09 Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

17.10 Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

17.11 Non-waiver. Failure of a Party to exercise any right of remedy for a breach or default of any other Party does not waive such right or remedy in the event of a subsequent breach or default.

17.12 Authority of Signatories. Each Party represents to all the other Parties that the representative signing this Agreement on any Party's behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

17.13 Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

17.14 Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit A - Estimated Preliminary Operating Budget

Exhibit B - Estimated Budget

Exhibit C - Facility Space Allocation

Exhibit D - Governance Flow Chart

Exhibit E - Suggested Objectives and Performance Measures

Exhibit F - List of each Party's Designated Members to the Advisory Board

Exhibit G - Cost Allocation

Exhibit H - Required Program FTE Staffing

Signature page follows

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties as follows:

HAYS COUNTY

Date

By: _____
Bert Cobb, M.D.
County Judge

Attest: _____
Liz Gonzalez
County Clerk

CITY OF KYLE

Date

By: _____
Scott Sellers
City Manager

Attest: _____
Jennifer Vetrano
City Secretary

CITY OF BUDA

Date

By: _____
Kenneth Williams
City Manager

Attest: _____
Alicia Ramirez
City Secretary

Exhibit A

Estimated Preliminary Budget

(Budget for Preliminary Operating Phase)

Exhibit A-ESTIMATED PRELIMINARY CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda
Capital Systems Costs-CAPS	100%	61%	25%	14%
Capital Facility Costs-CAPF	100%	61%	25%	14%
CECC System Costs-SYS	100%	61%	25%	14%
Facility Space Costs-FSPACE	100%	61%	25%	14%
Commodities Costs-COMM	100%	61%	25%	14%
Contractual Costs-CONT	100%	61%	25%	14%
Hays County Mgt and Admin Costs-HCMA	100%	61%	25%	14%
Program Shared Personnel and Support Costs -PSPS	100%	61%	25%	14%
Buda/Hays Personnel and Support Costs-BHPS	100%	82%	0%	18%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years)

CAPS-Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs

CAD maintenance	\$ 72,720.00	\$ 44,359.20	\$ 18,180.00	\$ 10,180.80
Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
Backup Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
ECC Equipment	\$ 50,000.00	\$ 30,500.00	\$ 12,500.00	\$ 7,000.00
total	\$ 178,720.00	\$ 109,019.20	\$ 44,680.00	\$ 25,020.80

FSPACE-Facility Space Costs

Shared Facility Space	\$ 45,730.00	\$ 27,895.30	\$ 11,432.50	\$ 6,402.20
General Facility Space (common, break rm, bath, etc)	\$ 18,507.00	\$ 11,289.27	\$ 4,626.75	\$ 2,590.98
Entity Exclusive Facility Space	\$ 19,900.00	\$ 12,550.00	\$ 7,350.00	
total	\$ 84,137.00	\$ 51,734.57	\$ 23,409.25	\$ 8,993.18
total	\$ 262,857.00	\$ 160,753.77	\$ 68,089.25	\$ 34,013.98

Exhibit B

Estimated Budget

(Budget for years following the Preliminary Operating Phase)

Exhibit B-ESTIMATED CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda
Capital Systems Costs-CAPS	100%	61%	25%	14%
Capital Facility Costs-CAPF	100%	61%	25%	14%
CECC System Costs-SYS	100%	61%	25%	14%
Facility Space Costs-FSPACE	100%	61%	25%	14%
Commodities Costs-COMM	100%	61%	25%	14%
Contractual Costs-CONT	100%	61%	25%	14%
Hays County Mgt and Admin Costs-HCMA	100%	61%	25%	14%
Program Shared Personnel and Support Costs -PSPS	100%	61%	25%	14%
Buda/Hays Personnel and Support Costs-BHPS	100%	82%	0%	18%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years)

CAPS-Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs

CAD maintenance	\$ 72,720.00	\$ 44,359.20	\$ 18,180.00	\$ 10,180.80
Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
Backup Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
ECC Equipment	\$ 50,000.00	\$ 30,500.00	\$ 12,500.00	\$ 7,000.00
total	\$ 178,720.00	\$ 109,019.20	\$ 44,680.00	\$ 25,020.80

FSPACE-Facility Space Costs

Shared Facility Space	\$ 45,730.00	\$ 27,895.30	\$ 11,432.50	\$ 6,402.20
General Facility Space (common, break rm, bath, etc)	\$ 18,507.00	\$ 11,289.27	\$ 4,626.75	\$ 2,590.98
Entity Exclusive Facility Space	\$ 19,900.00	\$ 12,550.00	\$ 7,350.00	\$ -
total	\$ 84,137.00	\$ 51,734.57	\$ 23,409.25	\$ 8,993.18

COMM-Commodities Costs

Postage	\$	500.00	\$	305.00	\$	125.00	\$	70.00
Office supplies	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
total	\$	5,500.00	\$	3,355.00	\$	1,375.00	\$	770.00

CONT-Contractual Costs

Fiber	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Insurance	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Electric	\$	10,000.00	\$	6,100.00	\$	2,500.00	\$	1,400.00
Water/sewer	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Cable	\$	2,400.00	\$	1,464.00	\$	600.00	\$	336.00
Phone/Communications	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Copy machine	\$	6,000.00	\$	3,660.00	\$	1,500.00	\$	840.00
total	\$	38,400.00	\$	23,424.00	\$	9,600.00	\$	5,376.00

HCMA-Hays County Mgt and Admin Costs

Building Maintenance	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Janitorial	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
total	\$	10,000.00	\$	6,100.00	\$	2,500.00	\$	1,400.00

PSPS-Program Shared Personnel and Support Costs

Personnel-Operations

911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18

911 Call Taker	\$ 54,044.13	\$ 32,966.92	\$ 13,511.03	\$ 7,566.18
911 Call Taker	\$ 54,044.13	\$ 32,966.92	\$ 13,511.03	\$ 7,566.18
Overtime	\$ 107,532.00	\$ 65,594.52	\$ 26,883.00	\$ 15,054.48
total	\$ 864,149.79	\$ 527,131.37	\$ 216,037.45	\$ 120,980.97

Personnel-Support

IT Support Tech	\$ 73,925.60	\$ 45,094.62	\$ 18,481.40	\$ 10,349.58
total	\$ 73,925.60	\$ 45,094.62	\$ 18,481.40	\$ 10,349.58

Support

Travel	\$ 5,000.00	\$ 3,050.00	\$ 1,250.00	\$ 700.00
Training	\$ 5,000.00	\$ 3,050.00	\$ 1,250.00	\$ 700.00
total	\$ 10,000.00	\$ 6,100.00	\$ 2,500.00	\$ 1,400.00

BHPS-Buda/Hays Personnel and Support Costs

Personnel-Operations

Emergency Communications Operations Coord	\$ 94,452.26	\$ 77,450.86	\$ -	\$ 17,001.41
Lead Emergency Comm. Officer	\$ 79,708.43	\$ 65,360.91	\$ -	\$ 14,347.52
Lead Emergency Comm. Officer	\$ 95,199.01	\$ 78,063.19	\$ -	\$ 17,135.82
Lead Emergency Comm. Officer	\$ 76,094.16	\$ 62,397.21	\$ -	\$ 13,696.95
Lead Emergency Comm. Officer	\$ 69,648.22	\$ 57,111.54	\$ -	\$ 12,536.68
Lead Emergency Comm. Officer	\$ 69,863.28	\$ 57,287.89	\$ -	\$ 12,575.39
Emergency Communications Officer	\$ 72,921.97	\$ 59,796.01	\$ -	\$ 13,125.95
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 61,690.85	\$ 50,586.50	\$ -	\$ 11,104.35
Emergency Communications Officer	\$ 64,277.59	\$ 52,707.62	\$ -	\$ 11,569.97
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 64,289.54	\$ 52,717.42	\$ -	\$ 11,572.12
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 63,841.49	\$ 52,350.02	\$ -	\$ 11,491.47
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 75,012.87	\$ 61,510.55	\$ -	\$ 13,502.32
Emergency Communications Officer	\$ 64,056.55	\$ 52,526.37	\$ -	\$ 11,530.18

Emergency Communications Officer	\$ 64,128.24	\$ 52,585.16	\$ -	\$ 11,543.08
Emergency Communications Officer	\$ 61,690.85	\$ 50,586.50	\$ -	\$ 11,104.35
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 62,216.56	\$ 51,017.58	\$ -	\$ 11,198.98
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 61,690.85	\$ 50,586.50	\$ -	\$ 11,104.35
Emergency Communications Officer	\$ 61,690.85	\$ 50,586.50	\$ -	\$ 11,104.35
Emergency Communications Officer	\$ 58,823.33	\$ 48,235.13	\$ -	\$ 10,588.20
Emergency Communications Officer	\$ 61,212.93	\$ 50,194.60	\$ -	\$ 11,018.33
Overtime	\$ 209,090.00	\$ 171,453.80	\$ -	\$ 37,636.20
total	\$ 2,003,363.12	\$ 1,642,757.76	\$ -	\$ 360,605.36

Support

Travel	\$ 5,000.00	\$ 4,100.00	\$ -	\$ 900.00
Training	\$ 7,500.00	\$ 6,150.00	\$ -	\$ 1,350.00
total	\$ 12,500.00	\$ 10,250.00	\$ -	\$ 2,250.00

total	\$ 3,270,695.51	\$ 2,418,866.52	\$ 316,083.10	\$ 535,745.90
--------------	------------------------	------------------------	----------------------	----------------------

Exhibit C

Facility Space Allocation

Exhibit C-FACILITY SPACE ALLOCATION

<u>Facility Space</u>	<u>Net Square Footage (NSF)</u>	<u>Description</u>
Entity Exclusive Facility Space-Hays County	1255	Portion of the CECC Space within the Facility that is used exclusively by Hays County
Entity Exclusive Facility Space-Kyle	735	Portion of the CECC Space within the Facility that is used exclusively by Kyle
Shared Facility Space	4573	Total CECC Space within the Facility shared by all Parties
Total CECC Space	6563	Total CECC Space within the Facility
Entire Facility	69428	Total Facility Space
% CECC to total	9.453%	Percentage of CECC space to Total Facility Space
General Facility Space	19578	Total General Facility Space accessible by the Parties or common to the entire Facility
CECC Share of General Facility Space	1851	The CECC's share of the General Facility Space accessible by the Parties or common to the entire Facility, (General Facility Space multiplied by %CECC to total)

Level	Department	Room Number	Room Name	NSF Area
LEVEL 1	ECC-HC	1314	HAYS COUNTY COMMUNICATIONS DIRECTOR	250
LEVEL 1	ECC-HC	1313	OPERATIONS MANAGER	134
LEVEL 1	ECC-HC	1303	OFFICE	103
LEVEL 1	ECC-HC	1306	HAYS COUNTY DISPATCH STATION - 12	768
			Total Hays County	1255
LEVEL 1	ECC-KYLE	1312	KPD MANAGER	177
LEVEL 1	ECC-KYLE	1309	OFFICE	110
LEVEL 1	ECC-KYLE	1306	KYLE DISPATCH STATION - 7	448
			Total City of Kyle	735
LEVEL 1	ECC-SHARED	1307	STORAGE SUPPLIES	203
LEVEL 1	ECC-SHARED	1310	WORKROOM	116
LEVEL 1	ECC-SHARED	1316	BREAK	153
LEVEL 1	ECC-SHARED	1222	ECC JANITOR	57
LEVEL 1	ECC-SHARED	1311	SUPER VISOR SHARED OFFICE	187
LEVEL 1	ECC-SHARED	1317	QUIET ROOM	84
LEVEL 1	ECC-SHARED	1306	SHARED STATIONS / OVERFLOW - 6	288
LEVEL 1	ECC-SHARED	1306	COMMUNICATIONS CENTER - CIRCULATION/GROWTH SPACE	2620

LEVEL 1	ECC-SHARED	1302	STAFF RR	62
LEVEL 1	ECC-SHARED	1308	HALL	526
LEVEL 1	ECC-SHARED	1315	HALL	138
LEVEL 1	ECC-SHARED	1301	HALL	139
Total Shared by All Parties				4573
LEVEL 1	BUILDING SUPPORT	1115	JANITOR	107
LEVEL 1	BUILDING SUPPORT	1126	WOMEN'S PUBLIC RESTROOM	176
LEVEL 1	BUILDING SUPPORT	1127	MEN'S PUBLIC RESTROOM	178
LEVEL 1	BUILDING SUPPORT	1401	CENTRAL STAFF BREAKROOM	879
LEVEL 1	BUILDING SUPPORT	1402	MAIN ELECTRICAL ROOM	852
LEVEL 1	BUILDING SUPPORT	1403	BUILDING MAINTENANCE WORK ROOM	374
LEVEL 1	BUILDING SUPPORT	1406	WATER SERVICE ENTRY ROOM	93
LEVEL 1	BUILDING SUPPORT	1407	FIRE WATER SERVICE ROOM	90
LEVEL 1	BUILDING SUPPORT	1408	DEMARC	84
LEVEL 1	BUILDING SUPPORT	1605	DATA CENTER	1046
LEVEL 1	BUILDING SUPPORT	1622	ELECTRICAL ROOM	149
LEVEL 1	BUILDING SUPPORT	1623	STORAGE	97
LEVEL 1	BUILDING SUPPORT	1626	WOMENS TOILET/SHOWER ROOMS	300
LEVEL 1	BUILDING SUPPORT	1627	MENS TOILET/SHOWER ROOMS	298
LEVEL 1	BUILDING SUPPORT	1631	JANITOR	51
LEVEL 1	BUILDING SUPPORT	1706	DEMARC	97
LEVEL 1	PUBLIC CIRCULATION	1101	EXIT VESTIBULE	106
LEVEL 1	PUBLIC CIRCULATION	1102	ENTRY VESTIBULE	158
LEVEL 1	PUBLIC CIRCULATION	1103	FUTURE SCREENING QUEUING	222
LEVEL 1	PUBLIC CIRCULATION	1104	FUTURE SCREENING AREA	442
LEVEL 1	PUBLIC CIRCULATION	1105	PUBLIC LOBBY / WAITING	2562
LEVEL 1	PUBLIC CIRCULATION	1111	HALL	200
LEVEL 1	PUBLIC CIRCULATION	1122	VENDING AREA	85
LEVEL 1	PUBLIC CIRCULATION	1123	HALL	348
LEVEL 1	SHARED	1106	RECORDS STAFF	320
LEVEL 1	SHARED	1107	RECORDS STORAGE	126
LEVEL 1	SHARED	1112	LARGE INTERVIEW ROOM	161
LEVEL 1	SHARED	1113	LARGE INTERVIEW ROOM	162
LEVEL 1	SHARED	1124	PUBLIC MEETING ROOM	712
LEVEL 1	SHARED	1125	PUBLIC MEETING ROOM STORAGE	98
LEVEL 1	SHARED	1220	WOMENS STAFF RESTROOMS	173

LEVEL 1 SHARED	1221	MENS STAFF RESTROOMS	174
LEVEL 1 SHARED	1304	MULTI-PURPOSE ROOM	1504
LEVEL 1 SHARED	1305	MULTI-PURPOSE STORAGE	273
LEVEL 1 SHARED	1511	WORKROOM	187
LEVEL 1 SHARED	1624	JUVENILE PROCESSING ROOM	163
LEVEL 1 SHARED	1633	MOTHERS ROOM	89
LEVEL 1 SHARED	1634	EMERGENCY RESPONSE STORAGE	356
LEVEL 1 STAFF (SECURE) CIRCULATION	1201	HALL	760
LEVEL 1 STAFF (SECURE) CIRCULATION	1405	HALL	240
LEVEL 1 STAFF (SECURE) CIRCULATION	1501	HALL	2115
LEVEL 1 STAFF (SECURE) CIRCULATION	1620	HALL	340
LEVEL 1 STAFF (SECURE) CIRCULATION	1632	HALL	724
LEVEL 1 STAFF (SECURE) CIRCULATION	1724	HALL	244
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1121	ELEV-02	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1612	ELEV-01	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1613	STAIR-01	348
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1707	STAIR-02	177
LEVEL 1 TECHNOLOGY	1601	HALL	258
LEVEL 1 TECHNOLOGY	1602	HCSO IT OFFICE	111
LEVEL 1 TECHNOLOGY	1603	MOBILE DATA / SUPPORT TECH	115
LEVEL 1 TECHNOLOGY	1604	HC IT MANAGER OFFICE	114
LEVEL 1 TECHNOLOGY	1607	IT SECURE STORAGE	199
LEVEL 1 TECHNOLOGY	1608	IT LAB WORKSHOP	225
		Total General Facility	19578

Exhibit D

Governance Flow Chart

Exhibit D-GOVERNANCE FLOW CHART

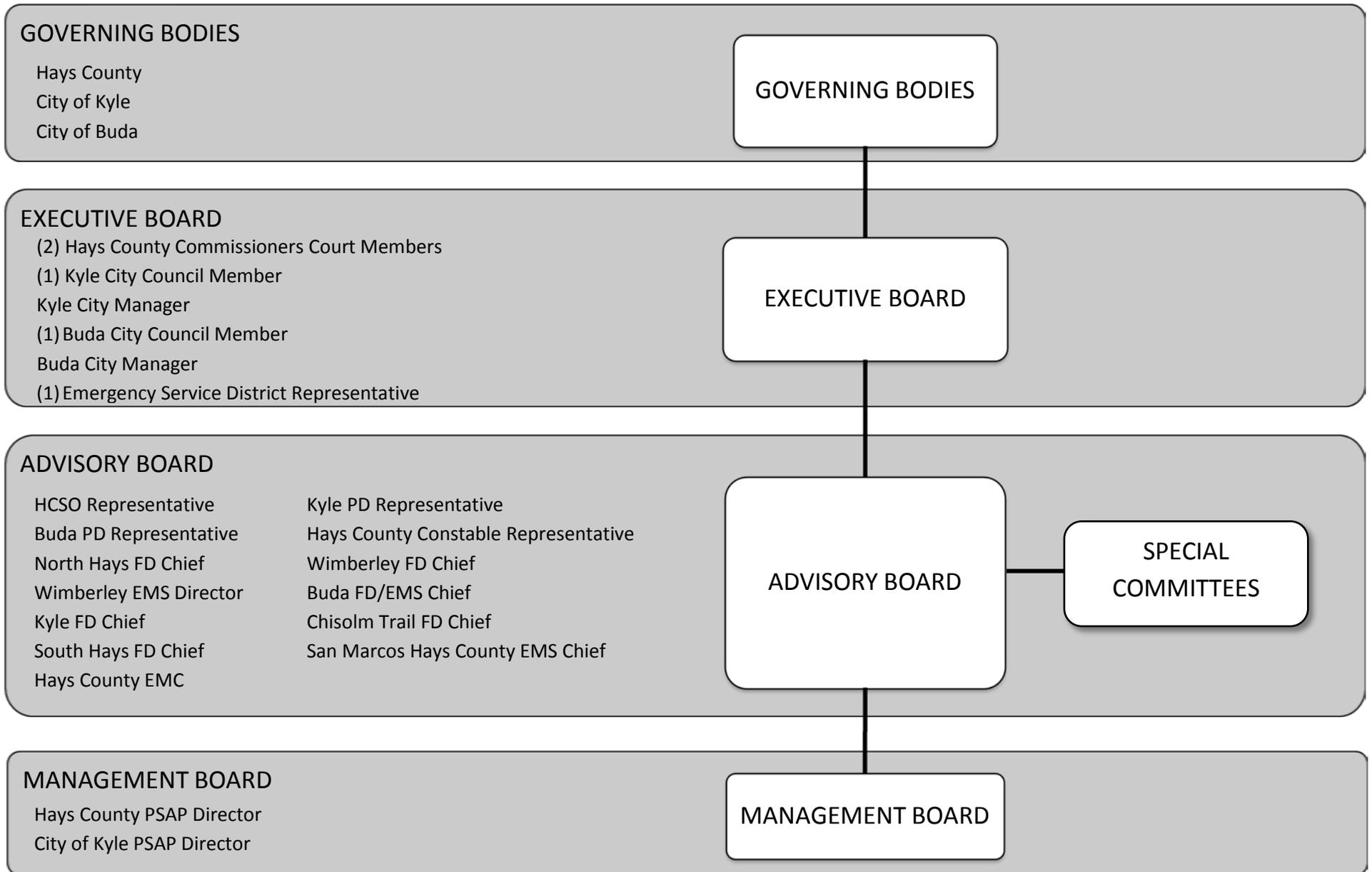


Exhibit E

Suggested Objectives and Performance Measures

Develop an organizational structure and funding strategy for the operation and maintenance of a Combined Emergency Communication Center (CECC) within the Hays County Public Safety Facility that will provide:

- Operational efficiencies in a reliable work environment through innovation and the use of shared technology and resources
- Systems and protocols for a timely and effective public safety response to citizens for the protection of life and property
- Valuable and accurate information to responders in order to facilitate the most appropriate response and maintain responder safety
- Unified critical event and emergency management operations with the ability to quickly and appropriately allocate resources and facilitate communications across all agencies

Further Objectives and detailed performance measures will be developed by the managing boards of the CECC once constituted.

Exhibit F

Initial List of Designated Members of the Advisory Board

To be determined.

Exhibit G

Cost Allocation

Exhibit G-COST ALLOCATION

911 Call percentage has been used to determine the cost allocations for shared expenses related to the CECC.

Data for 2016 has been provided by the HCSO and Kyle PD for each agency's total '911 Calls'. The HCSO received 53067 '911 Calls' and KPD received 17648 '911 Calls'. Since the HCSO provides services for other agencies including Buda PD and '911 Calls' are not categorized specifically for each entity, 'Calls for Service' has been used to estimate the number of HCSO '911 Calls' that can be assigned to Buda PD.

Buda PD's 12428 'Calls for Service' is 18.627% of the 66720 'Calls for Service' processed at the HCSO. This percentage is then used to estimate Buda PD's '911 Calls' equaling 9885 (18.627% of 53067). '911 Calls' for the HCSO less Buda PD is estimated at 43182 (53067 minus 9885).

911 Call History	911 calls
KPD 911 calls	17648
Total HCSO 911 calls (includes all agencies served)	53067
<u>Total 911 calls</u>	<u>70715</u>

Buda Calls for Service as part of HCSO total	Calls for Service	Percentage
Buda Calls for Service	12428	18.627%
Total HCSO Calls for Service (includes all agencies served)	66720	

911 Call Estimate	Est. 911 calls	Percentage
KPD 911 Calls	17648	25%
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	61%
Est. Buda (18% of HCSO)	9885	14%

Total 911 calls **70715**

Exhibit H

Required Program FTE Staffing

Exhibit H-FTE STAFFING

Slot#	Title	Grade	Base Salary	Uniform Allowance	Longevity	Total Salary	FICA/Medicare	Retirement	Medical/Dental/Life Ins	Total Cost
PSPS										
Personnel-Operations										
0516-001	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-002	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-003	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-004	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-005	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-006	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-007	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-008	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-009	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-010	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-011	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-012	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-013	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-014	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
	Overtime		\$ 90,000.00			\$ 90,000.00	\$ 6,885.00	\$ 10,647.00		\$ 107,532.00
Personnel-IT										
0000-001	IT Support Tech	114	\$ 52,000.00			\$ 52,000.00	\$ 3,978.00	\$ 6,151.60	\$ 11,796.00	\$ 73,925.60
BHPS										
Personnel-Operations										
0510-001	Emergency Communications Operations Coord	116	\$ 68,000.00	\$ 360.00	\$ 820.00	\$ 69,180.00	\$ 5,292.27	\$ 8,183.99	\$ 11,796.00	\$ 94,452.26
0513-001	Lead Emergency Comm. Officer	113	\$ 56,000.00	\$ 360.00	\$ 480.00	\$ 56,840.00	\$ 4,348.26	\$ 6,724.17	\$ 11,796.00	\$ 79,708.43
0513-002	Lead Emergency Comm. Officer	113	\$ 68,000.00	\$ 360.00	\$ 1,445.00	\$ 69,805.00	\$ 5,340.08	\$ 8,257.93	\$ 11,796.00	\$ 95,199.01
0513-003	Lead Emergency Comm. Officer	113	\$ 53,000.00	\$ 360.00	\$ 455.00	\$ 53,815.00	\$ 4,116.85	\$ 6,366.31	\$ 11,796.00	\$ 76,094.16
0513-004	Lead Emergency Comm. Officer	113	\$ 48,000.00	\$ 360.00	\$ 60.00	\$ 48,420.00	\$ 3,704.13	\$ 5,728.09	\$ 11,796.00	\$ 69,648.22
0513-005	Lead Emergency Comm. Officer	113	\$ 48,000.00	\$ 360.00	\$ 240.00	\$ 48,600.00	\$ 3,717.90	\$ 5,749.38	\$ 11,796.00	\$ 69,863.28
0515-001	Emergency Communications Officer	111	\$ 50,000.00	\$ 360.00	\$ 800.00	\$ 51,160.00	\$ 3,913.74	\$ 6,052.23	\$ 11,796.00	\$ 72,921.97
0515-002	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-003	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-004	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 265.00	\$ 43,925.00	\$ 3,360.26	\$ 5,196.33	\$ 11,796.00	\$ 64,277.59
0515-005	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-006	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 275.00	\$ 43,935.00	\$ 3,361.03	\$ 5,197.51	\$ 11,796.00	\$ 64,289.54
0515-007	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-008	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-009	Emergency Communications Officer	111	\$ 43,200.00	\$ 360.00		\$ 43,560.00	\$ 3,332.34	\$ 5,153.15	\$ 11,796.00	\$ 63,841.49
0515-010	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-011	Emergency Communications Officer	111	\$ 51,600.00	\$ 360.00	\$ 950.00	\$ 52,910.00	\$ 4,047.62	\$ 6,259.25	\$ 11,796.00	\$ 75,012.87
0515-012	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 80.00	\$ 43,740.00	\$ 3,346.11	\$ 5,174.44	\$ 11,796.00	\$ 64,056.55
0515-013	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 140.00	\$ 43,800.00	\$ 3,350.70	\$ 5,181.54	\$ 11,796.00	\$ 64,128.24
0515-014	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-015	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-016	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00	\$ 440.00	\$ 42,200.00	\$ 3,228.30	\$ 4,992.26	\$ 11,796.00	\$ 62,216.56
0515-017	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-018	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-019	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-020	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-021	Emergency Communications Officer	111	\$ 41,000.00	\$ 360.00		\$ 41,360.00	\$ 3,164.04	\$ 4,892.89	\$ 11,796.00	\$ 61,212.93
	Overtime		\$ 175,000.00			\$ 175,000.00	\$ 13,387.50	\$ 20,702.50		\$ 209,090.00



CITY OF KYLE, TEXAS

CAPCOG Clean Air Coalition

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Appoint a representative to the CAPCOG Clean Air Coalition. ~ *Robert Rizo, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Rules of Council

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: Yearly review and possible revision of the Rules of Council according to Resolution No. 1176. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 1176, Amended Rules of Council

RESOLUTION NO. 1176

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AMENDING RESOLUTION NUMBER 1166 AND RESTATING THE CITY OF KYLE RULES OF CITY COUNCIL, PROVIDING FOR MEETINGS, AGENDA, COUNCIL PROCEEDINGS, RECONSIDERATION OF AGENDA ITEMS; PARLIAMENTARY PROCEDURE, DEBATE, DECORUM, AND CITIZEN PARTICIPATION AT MEETINGS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

Whereas, Article III of the Kyle City Charter provides that City Council may determine and define the rule of its proceedings and require certain decorum it deems necessary to properly transact the business of the city; and

Whereas, the Mayor and City Council have now reviewed and agree upon certain amendments to the *Rules of City Council* to amend rules and procedures herein.

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

Section 1. Findings. The recitals herein are 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. Authorization. The *City of Kyle Rules of City Council*, a copy of which is attached hereto marked "Exhibit A" and made part of this Resolution are hereby approved and adopted as written, and replaces the previously adopted rules contained in Resolution No. 1166.

Section 3. 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 and shall expire upon the first regular scheduled city council meeting where any Councilmember is seated to fill an expired term.

Section 4. Open Meetings. That it is hereby 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.

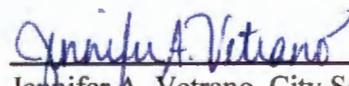
FINALLY PASSED AND APPROVED on this 3rd day of December, 2019.

THE CITY OF KYLE, TEXAS



Travis Mitchell, Mayor

ATTEST:



Jennifer A. Vetrano, City Secretary

CITY OF KYLE**RULES OF CITY COUNCIL**

Effective immediately following adoption of these rules, the following rules, regulations, and bi laws will be adhered to by the Kyle City Council. They shall remain in effect unless otherwise changed by formal approval by City Council. Such action is authorized and is in keeping with **Kyle City Charter**, Article III, Section 3.05, which states in part, that the City Council may determine the rules of its proceedings. These Rules shall be reviewed annually or in the meeting following the seating of a new Councilmember.

A. MEETING – Four types of meetings are recognized:

1. **Regular Meetings** will be held on the first and third Tuesday night of each month. Unless determined otherwise by majority vote of the City Council, such meetings will be held at the City Hall in the Council Chambers commencing at 7:00 p.m.
2. **Special Meetings** are subject to call by the Mayor or City Manager. Except in unusual circumstances, these meetings will be held at the City Hall at a stated time. The purpose of such meeting is to act upon matters that should not be delayed until a Regular Meeting. Minutes of such meeting will be maintained as a Special Meeting.
3. **Workshop Meetings** are subject to call by the Mayor, City Manager, or Councilmember, subject to a majority will. The time, place and purpose will be stated at each instance. The purpose of such meeting shall be to discuss in-depth or to explore matters of interest to the City. A Workshop Meeting Agenda shall not include any action item.
4. **Emergency Meetings** are to be held pursuant to Section 551.045 of the Texas Government Code.

B. AGENDA – The following stipulations relate to the Agenda for Meetings of the Council:

1. All Councilmembers may submit up to but no more than three (3) agenda items to the Mayor or City Manager. Agenda items must be requested by email and must be submitted to the Mayor or City Manager prior to 8:00 a.m. on the Thursday before the next regular City Council meeting. Items to be added to a special City Council meeting, or a workshop, must also be requested by email and must be submitted to the Mayor or City Manager four (4) business days prior to the meeting.
2. In order to ensure that council-requested agenda items are compliant with the Texas Open Meetings Act, emails requesting agenda items should follow one of two formats. A Councilmember may either write out the specific agenda language, or a Councilmember may write a sufficient description of the subject and the Mayor and City Manager will craft the language. If the Mayor or City Manager believes a request is not sufficiently descriptive to comply with the Texas Open Meetings Act, the Mayor or City Manager shall correspond with the Councilmember in order to rectify the situation. In the event of a disagreement,

the Mayor, City Manager, or Councilmember may request an opinion from the City Attorney whose ruling shall be final.

All council-requested agenda items submitted in accordance with Section B.1. and B.2. will appear on the agenda for the meeting. If an item requested by a Councilmember fails to pass by the required vote of the City Council, that same item or one of substantially similar subject matter may not be placed back on the agenda for at least six (6) months from the day of the vote unless the matter is brought back for reconsideration in accordance with Section E.6. After the six (6) month period, any Councilmember may again submit the agenda item to the Mayor or City Manager for Council consideration. The Mayor, working in conjunction with the City Manager, will determine any other business items and for placement on the agenda for consideration of Council for Regular and Special Meetings.

When an individual Councilmember requests that an item be included on the meeting agenda, the City Manager shall not be compelled to conduct any research or preparation for such agenda item. Any request for information relative to said agenda item, other than public records, shall be provided to the Council prior to discussion of such item at the meeting.

2. Agenda materials made available three (3) business days prior to the meeting shall be sufficient notice of items to be discussed to have afforded ample opportunity for all Councilmembers to inquire into the nature of each matter. However, in accordance with sec. 551.043(a) of the Texas Local Government Code, the Mayor, working in conjunction with the City Manager, may modify the posted agenda up to seventy-two (72) hours prior to the meeting.
3. All public meetings will be noticed in accordance with the Texas Open Meetings Act.

C. DAIS

1. Councilmembers shall be seated on the dais in sequential order from left to right by district number with the Mayor seated in the center.
2. Council members shall exercise professionalism with texting, email, or participating in any form of electronic communication while seated at the dais. Council members shall not text, email, or participate in any form of electronic communications with other council members while seated at the dais.

D. COUNCIL PROCEEDINGS – These procedures shall apply to all meetings of the City Council.

1. **Chair** – The Mayor shall be the presiding officer at all meetings of the City Council and have a voice in all of its proceedings. In event of the absence of the Mayor, the Mayor Pro Tem shall be the presiding officer. In the event of the absence of the Mayor and Mayor Pro Tem, the Mayor may designate a Chair from the members of Council to preside over the meeting.

2. **Roll Call** – The presiding officer shall take the Chair at the hour appointed for Council to meet and shall immediately call the City Council to order. The roll shall then be taken by the City Secretary, who shall enter in the minutes of each meeting the names of members present.
 3. **Addressing the Chair** – Councilmembers shall speak in Council Meetings only upon being recognized by the Mayor or Chair, whose recognition shall not be withheld. A Councilmember shall signal his or her request for recognition by raising his or her hand.
 4. **Voting** – All members of the Council present shall vote upon every issue, subject or matter properly before the Council and requiring a Council vote; provided that, if any member of the Council has a conflict of interest that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. Additionally, if any member of the Council abstains from a vote, that member shall immediately fill out an affidavit with the City Secretary stating the conflict of interest or other reason requiring the abstention. No ordinance, resolution, order, action, matter or issue, shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of Council present and voting, and not less than four (4) affirmative votes shall be required to pass, approve, adopt, take action on, or consent to any ordinance, resolution, action, matter, issue, or motion (*Kyle City Charter, Article III, Section 3.08*), except for canvassing an election, in accordance with Texas Election Code Sec. 67.004.
 5. **Recordation of Vote** – At the discretion of the Mayor or Chair, any vote on a qualifying motion may be recorded by either a simultaneous voice vote of Councilmembers or by individual roll call. A roll call vote shall be taken and duly recorded upon request by any member of Council.
 6. **Attendance** – No member shall be excused from attendance at a Council meeting except by a vote of a majority of the members present.
- E. **PARLIAMENTARY PROCEDURE** – In conducting all meetings of City Council, it shall be Council’s intent to generally follow Robert’s Rules of Order and the following commonly used procedures:

PARLIAMENTARY QUESTIONS, MOTIONS AND THEIR PRECEDENCE:

	Debatable	Amendable	A Majority Vote (of those present)
To adjourn	No	No	Yes
To take a recess	No	Yes	Yes
For the previous question	No	No	Yes

To continue to a time certain	Yes	Yes	Yes
To amend	Yes	Yes	Yes
To offer a substitute amendment	Yes	Yes	Yes
To postpone indefinitely	Yes	No	Yes
To table	Yes	No	Yes
To adjourn to Executive Session	Yes	Yes	Yes
To reconvene to Regular Session after Executive Session	No	Yes	Yes

1. **Opening an Item for Discussion** – To initiate discussion, the Mayor or Chair shall introduce an agenda item, in most cases by reading the heading of the proposed legislation. After the Mayor or Chair has introduced the agenda item, the item will be brought forward for discussion. Council members shall then adhere to the procedures defined herein for general discussion or debate of the pending item.

A Councilmember may not be recognized to speak or make motions if no item has yet been properly introduced by the Mayor or Chair.

2. **Discussing an Item Prior to a Motion** – After an item has been properly introduced by the Mayor or Chair, but prior to a motion, the Council shall refrain from debate. Rather, the Council may ask questions or provide factual statements related to the item.
3. **Handing a Motion** – The three steps by which a motion is normally brought before Council are as follows: (a) The Mayor or a Councilmember who has the floor makes the motion; (b) another Councilmember or the Mayor seconds the motion; and (c) the Mayor or Chair states the question on the motion.

When a motion is made, no further discussion will be permitted until the Mayor or Chair receives a second. A Councilmember

When the Mayor or Chair has stated the question, the motion is pending. It is then open to further discussion and debate, if necessary.

Any Councilmember who has made a motion that has been duly placed before Council will have the right to speak first in debate, if so desired, after the Mayor or Chair has stated the question.

4. **Amending a Motion** – Amending a motion that is before Council allows for additional clarification of action pending before Council. After any motion is made and properly

seconded, placing it before the Council, the Mayor or Chair shall ask if there are any questions or further discussion, except non-debatable items. If, as a result of the ensuing discussion, the Councilmember who made the motion wishes to amend, add to, and/or clarify his/her motion, he/she shall be permitted to do so before the vote is taken. Upon its proper seconding by a Councilmember or the Mayor, the amended motion may be immediately put to a vote.

5. **Close Debate to Vote** – Debate shall normally be closed after every Councilmember wishing to speak has been given every opportunity to speak and no Councilmember has any additional comments to make. When the debate appears to have closed, the Mayor or Chair shall call for a vote.
6. **Calling the Question** – If a motion or amendment is before the Council, a Councilmember who has the floor may call for the question on any issue by stating “I call the question.” The Mayor or Chair shall immediately ask for a second, and upon seconding by another Councilmember, shall immediately ask for a roll call vote. Passage of the motion to call the previous question shall terminate debate on the original motion, amendment, or amended motion, and the motion which was called shall then immediately be put to a roll call vote.
7. **Point of Order** – At any time during the meeting, a Councilmember may seek recognition from the Mayor or Chair to call a Point of Order and may interrupt to do so. After being recognized, the Councilmember shall explain what Council procedure they believe was not followed. The Mayor or Chair will then rule on the Point of Order by either sustaining or overruling.

If the Point of Order is sustained, corrective action will be taken by the Mayor or Chair to rectify the situation if possible. If no corrective action can be taken, the Point of Order and ruling will be recorded by the City Secretary in the official meeting minutes. If the Point of Order is overruled, the floor will be given back to whomever had it before the Point of Order and council business shall proceed.

If the Councilmember who called the Point of Order disagrees with the ruling of the Mayor or Chair, he or she may immediately appeal following the ruling by verbally stating they would like to appeal. In this case, the Mayor or Chair will ask for a roll call vote of Council and the majority vote shall be the ruling.

Point of Orders must be called immediately after the action in question. If the action has passed and new business is before council, the Mayor or Chair may reject the Point of Order on the basis of timeliness.

8. **Reconsider** – Reconsidering previous Council action enables a majority of Council, within a limited time and without notice (other than notice required by the Open Meetings Act), to bring back for further consideration a motion that has already been voted on. The purpose of reconsidering a vote is to permit correction of hasty or erroneous action, to take

into account added information or a changed situation that has developed since the taking of the vote, or to bring back a matter that has not received four votes of the City Council either for or against the matter. The motion to reconsider has the following unique characteristics:

- a. For matters that were approved with at least four votes of Council:
 - i. The motion to reconsider can be made only by a member who voted with the prevailing side and only at the same meeting the vote to be reconsidered was taken.
 - b. For matters that failed to be approved due to four or more Council members voting against the matter:
 - i. A member of Council from the prevailing side of the vote (who voted against the matter), can request that the matter be reconsidered at the next regular City Council meeting following the meeting at which the matter failed to be approved.
 - ii. The request may be made at the meeting at which the motion failed to pass, or the request may be made in writing and submitted to the City Manager and the City Secretary by 3:00pm on the Thursday before the next regular City Council meeting following the meeting at which the matter failed to be approved.
 - c. For matters that have not received four votes of Council either for or against a motion on the matter:
 - i. Any member of Council can request that the matter be placed on the agenda for reconsideration. The request may be made at the meeting at which the motion failed to pass, or the request may be made in writing and submitted to the City Manager and the City Secretary by 3:00pm on the Thursday before the next regular City Council meeting following the meeting at which the matter failed to receive four votes.
 - d. Reconsideration of a matters under this Section will not be limited to the motion or motions made at the prior meeting.
9. **Ordinances** – If a motion to approve an ordinance passes with a 7-0 affirmative vote on first reading, said ordinance is finally passed unless objected to by a Councilmember or the Mayor. If an objection exists, then the item must be presented subsequently for a second reading.

F. **DEBATE**

1. **Limit Debate** – By majority vote, the Mayor and Council may agree to limit the duration of debate on any business before it. That agreement must be formalized by Council on a roll call vote.

2. **Assignment of the Floor for Debate** – When a measure is presented for consideration by the Council, the Mayor or Chair shall recognize the appropriate individual to present the case. If the Councilmember who made the motion that is immediately pending claims the floor and has not already spoken on the question, he is entitled to be recognized in preference to other members. When two or more Councilmembers wish to speak, the Mayor or Chair shall select the individual who is to speak first. A motion can be made only by that Councilmember who has been recognized by the Mayor or Chair as having the floor.
3. The Mayor shall not be obligated to recognize any Councilmember for a second comment on the subject or amendment until every Councilmember wishing to speak has been allowed a first comment. Councilmembers shall also have the right to request the floor be yielded to him/her for the sole purpose of asking a question. If the Councilmember requested to yield the floor obliges, then the requesting Councilmember may ask his/her question. The floor will then be transferred back to the originating member.

G. DECORUM

1. **Dilatory & Improper Motions** – It is the duty of the Mayor or Chair to prevent Councilmembers from misusing the legitimate motions merely to obstruct business. Whenever the Mayor or Chair becomes convinced that one or more members are using parliamentary forms for obstructive purposes, he should rule that such motions are out of order.
2. Councilmembers shall conduct themselves in a professional manner. No Councilmember shall indulge in personalities, use language publicly offensive, or use language tending to hold a member of the City Council up to contempt.
3. If a Councilmember is speaking or otherwise transgressing the rules of the Council, the Mayor or any Councilmember may call him/her to order. City Council itself shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but not otherwise. If determined to have transgressed the rules by a majority of Council, said member may be subject to censure or other such punishment as the Council deems proper and consistent with City Ordinances and the City Charter.

H. CITIZEN PARTICIPATION AT MEETINGS – The following procedures shall be utilized to provide for citizen participation:

1. All citizens attending any Council meeting will have an opportunity to sign the roster.
2. As required by the City Charter, a Citizen Comment agenda item will be placed on the agenda for each meeting of the City Council. The Mayor or Chair shall require that a citizen wishing to speak during Citizen Comment complete and submit a “Public Citizen Comment Form” for the record and submit it to the City Secretary. When properly recognized by the Mayor or Chair, citizens shall approach the podium, state their name for

the record, and each person providing testimony will be limited to three (3) minutes for comments, subject to the discretion of the Mayor or Chair.

3. The Mayor or Chair shall ensure that citizen comments are directed to the Mayor and Council and pertain to matters of general importance to the City and its operations. The Mayor shall ensure that members of the City Council and city staff refrain from discussion of matters raised during citizen comment unless the matter is directly related to a properly posted agenda item or otherwise requires a clarification regarding city procedural or ministerial matters. The Mayor and Council may direct staff to engage a citizen at an appropriate time to address a matter raised during the citizen comment period.
4. During Citizen Comment, if a citizen requests that the City Council take action on a matter that requires legislation or other official action of the City Council, the Mayor or Chair shall inform the requestor that a member of the City Council may place an item on a future agenda for consideration by the City Council, in accordance with the provisions of Section B.1. and B.2. of these *Rules of Council*.
5. The Mayor or Chair is responsible for ensuring the orderly conduct of participants during City Council meetings and shall prohibit the use of the citizen comment period to engage in personal attacks, discussion of personnel and employment matters, the use of profanity or ethnic, racial or gender-oriented slurs, or any “disorderly conduct” which violates state or local law.
6. The Mayor or Chair is responsible for ensuring the orderly conduct of participants during City Council meetings and shall ensure that any person providing testimony before the City Council is properly recognized before speaking. The Mayor or Chair shall prohibit any person from engaging in disorderly conduct that interferes with properly recognized testimony or that is otherwise disruptive to the proceedings, including but not limited to audible gestures such as clapping, jeering, shouting and other audible outbursts and visual gestures such as visual displays or other visual communication or actions that interfere with the orderly conduct of the proceedings. The Mayor or Chair may seek the assistance of law enforcement to restore or otherwise ensure order during City Council proceedings.
7. The Mayor or Chair may recognize a citizen to participate in the discussion of any item of business as listed upon the meeting agenda. The Mayor or Chair of said meeting may ask the citizens present if they wish to speak for or against or as a resource witness regarding any item listed on the meeting agenda. If so, they may be given an opportunity to do so at the proper time when duly recognized by the Mayor or Chair of the meeting. A member of the City Council wishing to engage a citizen during the discussion of an agenda item shall make such a request of the Mayor or Chair who shall have discretion whether to allow said discussion to proceed.
8. If there is no objection from a member of the City Council, the Mayor or Chair may deviate from rules governing *Citizen Participation*, to obtain information necessary for consideration of a matter being deliberated by the City Council.

9. Upon the request of a member of the City Council, the Mayor or Chair shall strictly enforce the rules governing *Citizen Participation*.

I. COUNCIL ATTENDANCE – The following rules shall apply to council absences and tardiness and will clarify Section 3.06 and 3.09 of the Kyle City Charter.

1. Attendance at Special Meetings held on the same day as a Regular Meeting shall not be treated as a separate meeting for the purpose of determining absences, whether excused or unexcused, as it relates to Section 3.06 and 3.09 of the Kyle City Charter.
2. Except for the prior point, and consistent with Section 3.06 of the Charter, Council absence at Special Meetings, Workshop Meetings, Emergency Meetings, and Regular Meetings shall only be excused by a majority vote of council.
3. For the purposes of this section, an absence shall be defined as a Councilmember failing to attend the entirety of a meeting. Tardiness shall be defined as a Councilmember failing to be present at roll call or leaving prior to adjournment.
4. Absences and tardiness may, but are not required to, be excused by a majority vote of Council. A Councilmember who wishes to have their absence or tardiness excused should, when possible, inform the Mayor or Mayor Pro Tem prior to the absence or tardiness occurring.
5. While Section 3.06 considers council attendance at all officially called meetings, Section 3.09 shall only be calculated based on Regular Meetings (typically scheduled on the first and third Tuesday of every month).
6. A Councilmember who receives an excused absence for a Regular Meeting shall not have their compensation lowered based on missing that meeting. However, no more than two (2) Regular Meetings may be excused to prevent a reduction in Council compensation in a fiscal year.
7. Council should not invoke Section 3.06 or 3.09 based on tardiness, however, repetitive unexcused tardiness may be used as the basis for Council action consistent with Section 3.05 of the Kyle City Charter.



CITY OF KYLE, TEXAS

City processes and procedures,
regarding legal advice

Meeting Date: 1/4/2022
Date time: 7:00 PM

Subject/Recommendation: Discussion of City processes and procedures, regarding action taken by the City when acting upon legal advice. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Council Visioning Workshop

Meeting Date: 1/4/2022

Date time: 7:00 PM

Subject/Recommendation: 2022 Visioning Workshop planning and scheduling. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 1/4/2022

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.
 - Cause No. 20-2048; Save Our Springs Alliance, Inc., et al. v. City of Kyle City Council Members in their Official Capacities, in the 453rd Judicial District, Hays County, Texas
 - Task Force Policy
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 Fire Engine Red
 - Project Black Corral

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 1/4/2022
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