

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 May 3, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 28th day of April, 2022, prior to 8:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Regular Meeting Minutes - April 5, 2022. ~ *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. Presentation

2. Air Quality Awareness Week Proclamation. ~ *Robert Rizo, Mayor Pro Tem*
3. National Economic Development Week Proclamation. ~ *Dex Ellison, Council Member*
4. Asian Pacific American Heritage Month City Council Proclamation. ~ *Dex Ellison, Council Member*
5. Presentation from AT&T regarding its general build plan, the services offered,

procedures for notifying residents, and how it will address any issues. ~ *Kelly Curbow, AT&T External & Legislative Affairs*

6. 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*
 - La Verde project wins Texas Chapter of the American Society Landscape Architects award
 - Nitro Swimming Groundbreaking May 10th
 - Budget Worksession May 12th
 - City Council Workshop re: TIRZ – May 16th
 - Downtown Master Plan
 - Translation available on website
 - Hays County Torch Run May 6th
 - Photo opportunities at Mary Kyle Hartson Park
 - Invasive Plant Removal May 7th
 - Youth Basketball Clinic May 7th
 - Seeking Vendors for Market Days
7. CIP/Road Projects and Consent Agenda Presentation. ~ *Leon Barba, P.E., City Engineer*

V. Consent Agenda

8. Approve Amendment No. 1 to Task Order No. 7 to LJA ENGINEERING, INC., Austin, Texas, in the amount not exceed \$10,020.00, increasing the total contract amount not to exceed \$128,587.00 for the Schlemmer & Porter St Wastewater Phase 2 Project. ~ *Leon Barba, P.E., City Engineer*
9. Approval of Change Order No. 7 to SKYBLUE UTILITIES, INC., Kingsland, Texas, in an additional amount of \$147,306.16, increasing the total contract amount, not to exceed, \$6,219,781.24 for the purpose of constructing an 8" wastewater line to serve businesses on Edwards Drive. ~ *Leon Barba, P.E., City Engineer*
10. Authorize award and execution of a purchase order to BRZ COATINGS, INC., Watauga, Texas, in an amount not to exceed \$275,000.00, which includes a 10% contingency to perform all work required for the rehabilitation of the Plum Creek Elevated Storage Tank. ~ *Leon Barba, P.E., City Engineer*
11. Approve the conveyance of a 15 foot wastewater line easement to the City of Kyle from Mountain Plum, Ltd. ~ *Leon Barba, P.E., City Engineer*
12. Approve a lease agreement between CAPCOG and the City of Kyle for an Air Quality Monitoring Station to be placed at Lake Kyle. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
13. Approve a professional services agreement by and between The Boring Company

and the City of Kyle. ~ *J. Scott Sellers, City Manager*

14. Approve an interlocal agreement (ILA) between the City of Kyle and Capital Area Council of Governments (CAPCOG) to allow the City of Kyle to use the Everbridge Regional Notification System. ~ *William Paiz-Tabash, Emergency Management Coordinator*

15. (*Second Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 1 acre of land from Agriculture 'A' to Retail Service District 'RS' for property located at 23451 IH-35, in Hays County, Texas. (Winn Family LP - Z-22-0095) ~ *Will Atkinson, Senior Planner*

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

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

16. Authorize award and execution of a purchase order to ILLUMINATION HOLIDAY LIGHTING, Austin, TX in an amount not to exceed \$29,679.00 for holiday lights for the the KRUG Activity Center and the largest Oak Tree at Mary Kyle Hartson City Square Park. This Council approval will also authorize staff to reprogram funds from the Historic Water Tower Festive Lighting project to provide funding for this expenditure. ~ *Mariana Espinoza, Director of Parks & Recreation*

17. (*Second Reading*) An Ordinance Amending Section 47-28 of the Code of Ordinances, Kyle, Texas and Amending the Tow-Away Zone Under Said Section, Relating to the Removal of Vehicles in No Parking Zones, Fire Access Roads, and Fire Lanes; Providing for Enforcement; Containing Findings and Other Provisions Relating to the Foregoing Subject; Providing for Severability; and Providing for Related Matters. ~ *Paige Saenz, City Attorney*

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

18. Approve a Memorandum of Understanding between Rural Capital Area Workforce Development Board, Inc., Hays CISD and City of Kyle to work in partnership to implement the Teacher Externship Program. ~ *Amber Lewis, Assistant City Manager*

19. Authorize the City Manager to apply for and accept a STEP (Selective Traffic Enforcement Program) enforcement grant in an amount no greater than \$5,000.00 from the Texas Department of Transportation and authorize matched funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$1,000 to fund a STEP Grant Program for an enforcement period beginning May 23, 2022 through June 5, 2022. ~ *Jeff Barnett, Chief of Police*

20. Approval of an Interlocal Agreement between the City of Kyle ("City"), a Home Rule municipality located in Hays County, Texas, and Crosswinds Municipal

Utility District. ~ *James R. Earp, Assistant City Manager*

21. *(First Reading)* An ordinance of the City of Kyle, Texas Providing for withholding of Water Taps and Water Meters or Other Reasonable Enforcement Actions to be taken for Crosswinds Municipal Utility District Properties that are out of Compliance with the Rules on Erosion and Sediment Control. ~ *James R. Earp, Assistant City Manager*

VI. Items Pulled from Consent Agenda

VII. Consider and Possible Action

22. Discussion on requirement for Council to report and update the rest of council after traveling for the City on the following meeting after the trip, to include possible amendment to the rules of council. ~ *Daniela Parsley, Council Member*
23. Discussion and update from meeting with lobbyist in Washington DC. ~ *Daniela Parsley, Council Member*
24. Discussion and possible action regarding overhead lines on 150 East. ~ *Yvonne Flores-Cale, Council Member*
25. Discussion and possible action regarding safety issues on S. Old Stagecoach Road, Conestoga Dr. and Scott Street, to include discussion regarding amendments to the City of Kyle's Transportation Master Plan. ~ *Yvonne Flores-Cale, Council Member*
26. Discussion and possible action regarding the City implementing a "conflicts check" policy for staff and elected officials. ~ *Yvonne Flores-Cale, Council Member*
27. Consider and possible action on a Request for Proposal (RFP) seeking to hire an experienced and qualified vendor that can provide a turnkey solution of all equipment, corresponding software and networking, accessories, warranties, and deliveries required to install Electric Vehicle Charging Stations (EVCSs) at City owned facilities, as well as identify prime city-owned locations. ~ *Kathy Roecker, Stormwater Management Plan Administrator & Julie Crookston, Assistant Director of Public Works*
28. Consider and possible action on an RFP for Construction Manager at Risk for the building project at 104 S. Burleson. ~ *Amber Lewis, Assistant City Manager*
29. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 1.503 acres of land from Agriculture 'A' to Central Business District-1 'CBD-1' for property located at 1400 W. Center Street, in Hays County, Texas. (Richard and Rita Cuellar Sr. - Z-22-0096) ~ *Will Atkinson, Senior Planner*

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

City Council voted 5-2 to approve on first reading.

30. *(Second Reading) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-1230 to restrict certain uses, and amend the zoning use chart. ~ Will Atkinson, Senior Planner*

Planning and Zoning Commission voted 4-1 to deny Restrictions for Gas stations.

Planning and Zoning Commission voted 4-1 to deny Restrictions for Car washes.

Planning and Zoning Commission voted 5-0 to approve Restrictions Self-storage.

Planning and Zoning Commission voted 4-1 to deny Bar without restaurant in CBD-2.

Planning and Zoning Commission voted 5-0 to Approve Brew pub in CBD-2.

Planning and Zoning Commission voted 5-0 to restrict Self-storage.

City Council voted 6-1 to deny microbreweries in CBD-2.

City Council voted 5-2 to approve the recommended amendments and P&Z recommendation for self-storage on 2/15/22.

City Council voted on 5-1 to approve restrictions for gas stations.

City Council voted on 5-1 to approve restrictions for car washes.

31. *(Second Reading) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 201.4 acres of land from Agriculture 'A' to Single Family Residential-1 'R-1-1' for property located at 1899 Six Creeks Blvd, in Hays County, Texas. (Blanco River Ranch Properties, LP - Z-22-0097) ~ Will Atkinson, Senior Planner*

Planning and Zoning Commission voted 5-0 to recommend approval conditioned on full annexation completed first.

City Council voted 4-3 to approve on First Reading.

32. *(Second Reading) An ordinance of the City of Kyle, Texas annexing 119.703 acres of land, more or less located at 1111 and 1113 Roland Lane, approximately 3,000' northwest of the intersection of IH-35 & Roland Lane in Hays County, Texas including the abutting streets, roadways, and rights-of-way into the corporate limits of the City. (Edward Bullock - ANNX-22-0017) ~ Will Atkinson, Senior Planner*

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

VIII.Executive Session

33. 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.
 - Communication protocol with city attorney and city manager
 - Kyle Housing Authority
 - 1119 N. Old Hwy 81
 - Kyle Pie in the Sky
 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
34. 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

2022 0405 Regular Minutes

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: City Council Regular Meeting Minutes - April 5, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2022 0405 DRAFT Regular

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on April 5, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Jim Hollis
Mayor Pro Tem Robert Rizo	Shawn Moore
Council Member Dex Ellison	Clint Williams
Council Member Yvonne Flores-Cale	Floyd Torres
Council Member Ashlee Bradshaw	Jeffrey Baldwin
Council Member Daniela Parsley	Michael Tobias
Council Member Michael Tobias	Matthew Tobias
Scott Sellers, City Manager	Martha Pinto
James Earp, Assistant City Manager	Misty Kinnison
Jerry Hendrix, Assistant City Manager	Victoria Bellamy
Amber Lewis, Assistant City Manager	Eric Boehning
Paige Saenz, City Attorney	Jessie Ramirez
Samantha Armbruster, Communications Dir.	Jane Kirkham
Grant Bowling, Video Production Specialist	Steven Cook
Jennifer Holm, City Secretary	Jeffrey Baldwin
Leon Barba, City Engineer	
Kathy Roecker, SWMP Administrator	
Diana Torres, Economic Dev Director	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Paul Phelan, Library Director	
Mariana Espinoza, Parks & Recreation Director	
William Atkinson, Senior Planner	
Jeff Barnett, Chief of Police	
Pedro Hernandez, Police Captain	
Daniel Gooding, Police Sergeant	
James Plant, Police Officer	
Kelly Delagarza, Victims Services Coord.	
Hannah-Bea Bickford, NIBRS Comp. Coord.	
Briana Geddes, Animal Control Officer	
Tonya Domingo, Lead Telecommunicator	
April Machado, Lead Telecommunicator	
Harper Wilder, Director of Public Works	
Will Paiz-Tabash, Emergency Mgmt. Coord.	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:09 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

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

II. Approval of Minutes

1. City Council Special Meeting Minutes - March 22, 2022. ~ *Jennifer Holm, City Secretary*
2. City Council Regular Meeting Minutes - March 22, 2022. ~ *Jennifer Holm, City Secretary*

Council Member Tobias moved to approve the minutes of the March 22, 2022 Special Council Meeting and the minutes of the March 22, 2022 Council Meeting. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

III. Citizen Comment Period with City Council

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

Jim Hollis was called to speak as registered. He spoke about the corner stone leveling ceremony performed by the Live Oak Lodge, at area public schools and ACC. He stated he has been doing this for 25 years and provided information in print on the subject.

Shawn Moore, representing Live Oak Lodge 304, was called to speak as registered in favor of Item No. 37. He stated that the United States Capitol has a cornerstone, the White House has a cornerstone, the state Capitol of Texas has a cornerstone, and all the public schools in Hays County have cornerstones, which Live Oak Lodge and Buda Lodge are responsible for having placed.

Clint Williams, on behalf of VFW Post 058, was called to speak as registered in favor/opposition of Item No. 37. He spoke about the activities performed by the VFW such as fundraising for veterans, and community services, and working with other community groups like the Lodge and Catholic Church.

Floyd Torres was called to speak as registered. He stated that he had emailed about storm shelter. He continued that recently there was a tornado in Round Rock and storms in Elgin, and there was nowhere to go. He spoke about disaster declarations providing funding in the aftermath of a disaster, and while these are good and necessary, the City should consider building a storm shelter.

Jeffrey Baldwin was called to speak as registered in favor of Item No. 37. He stated that he and his wife moved here about seven months ago and they were excited about the things going on in Kyle. He spoke about famous local Masons and the history of the Masons. He spoke in favor of the Mason's cornerstone for the Public Safety Center.

Michael Tobias introduced his brother Matthew Tobias who was called to speak as registered regarding the Autism Awareness proclamation. He spoke about being a student at Lehman High School and the importance of Autism Awareness. Matthew stated that having Autism is challenging because he feels nervous a lot and has trouble talking to people, including parents, friends, and family. He stated that he cannot quit his activities just because he has autism.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:26 p.m.

IV. Presentation

3. Child Abuse Prevention and Awareness Month. ~ *Travis Mitchell, Mayor*

No action was taken.

4. Sexual Assault Awareness and Prevention Month. ~ *Travis Mitchell, Mayor*

No action was taken.

5. National Animal Control Officer Appreciation Week (April 10th – April 16th). ~ *Dex Ellison, Council Member*

No action was taken.

6. Public Safety Telecommunicator Week (April 10th – April 16th). ~ *Travis Mitchell, Mayor*

No action was taken.

7. Proclamation recognizing “Lights Out for Bird Safety.” ~ *Robert Rizo, Mayor Pro Tem*

Martha Pinto stated that the best light is amber, pointed downward. She recommended turning out lights that are not essential. No action was taken.

8. Proclamation recognizing April as Autism Awareness Month to including World Autism Awareness Day April 2, 2022. ~ *Michael Tobias, Council Member*

Council Member Tobias presented the proclamation. He introduced Misty Kinnison and Victoria Bellamy with CARD of Kyle. No action was taken.

9. Presentation regarding an Emergency Rental Assistance Program. ~ *Daniela Parsley, Council Member*

Council Member Parsley introduced Eric Boehning, who presented the program. No action was taken.

10. 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*

- Financial report award
- Board and commission vacancies and appointments
- TIRZ workshop
- Community Survey
- Community Events
- Hays CISD DAC event – One Community, One Book Saturday, April 9th
- Kyle Area Senior Zone (KASZ) Senior Resource Fair Saturday, April 9th
- Kyle Railroad Depot and Heritage Center host Easter Bunny Saturday, April 16th
- Tire Drive, April 23rd and April 24th
- Parks and Recreation events and programs

- Easter Egg-stravaganza, April 9th
- Pickleball Tournament, April 23rd
- Trivia Nights at Centerfield Mondays beginning April 18th
- Movies in the Park, April 29th
- Youth Basketball Clinic, May 7th
- Earth Day Plant Giveaway, April 22nd
- Kyle Public Library Earth Day event, April 23rd

No action was taken.

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

Mr. Barba and Mr. Hendrix presented the item. Mr. Barba noted a request to postpone Item No.

12. No action was taken.

V. Consent Agenda

Mayor Pro Tem Rizo pulled Item No. 18. Council Member Flores-Cale pulled Item No. 14.

13. Approve Amendment No. 2 to Task Order No. 6 to LJA ENGINEERING, INC., Austin, Texas, in the amount of \$11,790.00 increasing the total contract in an amount, not to exceed, \$218,263.09 for the Anthem to Kohlers Crossing Waterline Project. ~ *Leon Barba, P.E., City Engineer*
15. Authorize award and execution of a purchase order to DENBOW COMPANY, INC., Dripping Springs, Texas, in an amount not to exceed \$308,828.27 which includes a five (5) percent contingency for relocation of electric lines in the downtown area. ~ *Leon Barba, P.E., City Engineer*
16. Approve a professional services agreement with HDR ENGINEERING, INC., Austin, Texas, in the amount of \$28,785.00 to conduct the Water and Wastewater Impact Fee Study and update all required schedules and reports in compliance with state law. ~ *Leon Barba, P.E., City Engineer*
17. Approve Amendment No. 4 to K FRIESE & ASSOCIATES, Austin, Texas, in an amount not to exceed \$99,355.00 for a total contract award of \$347,150.00 for additional services required for the design, bid, and construction services for Phase 2 of this project and the rebidding of Phase 1 for the Center Street Village Wastewater Improvements project. ~ *Leon Barba, P.E., City Engineer*

Mayor Pro Tem Rizo moved to approve Consent Agenda Item Nos. 13, 15, 16, and 17. Mayor Mitchell seconded the motion. Motion carried 7-0.

VI. Items Pulled from Consent Agenda

12. Approval of Change Order No. 7 to SKYBLUE UTILITIES, INC., Kingsland, TX, in an additional amount of \$128,088.04, increasing the total contract amount not to exceed

\$6,200,563.12 for the purpose of constructing an 8" wastewater line to serve businesses on Edwards Drive. ~ *Leon Barba, P.E., City Engineer*

No action was taken.

14. [Postponed 3/22/2022] Approve a contract with Maruti Transportation Group, Inc. for Wheelchair Accessible Vehicle (WAV) services as part of the City of Kyle's Kyle Uber \$3.14 program, including a one time implementation fee not to exceed \$35,000, \$12.00 per trip Load Fee, and \$2.50 per mile fee. ~ *Jerry Hendrix, Assistant City Manager*

Mayor Mitchell moved to approve a contract with Maruti Transportation Group, Inc. for Wheelchair Accessible Vehicle (WAV) services as part of the City of Kyle's Kyle Uber \$3.14 program, including a onetime implementation fee not to exceed \$35,000, \$12.00 per trip Load Fee, and \$2.50 per mile fee. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

18. Consider approval of Kyle Citizens on Patrol vehicle design graphics and purchase. ~ *Jeff Barnett, Chief of Police*

Mayor Pro Tem Rizo moved to approve Kyle Citizens on Patrol vehicle design graphics and purchase. Council Member Ellison seconded the motion. Motion carried 7-0.

VII. Consider and Possible Action

36. Discussion and possible action regarding the process of gathering information to review and research City Manager's contract renewal. ~ *Yvonne Flores-Cale, Council Member*

Council Member Flores-Cale called for a point of order on Item No. 36.

Mayor Mitchell called for a roll call vote. Council Member Bradshaw voted nay; Council Member Tobias voted aye; Mayor Mitchell voted nay; Council Member Flores-Cale voted aye; Mayor Pro Tem Rizo voted aye; Council Member Ellison voted aye; and Council Member Parsley voted aye. Motion carried 5-2.

Mayor Mitchell called a recess at 8:49 p.m. Mayor Mitchell called the meeting back to order at 9:01 p.m.

Mayor Mitchell brought forward Item No. 36 out of order, after Item No. 18.

Mayor Mitchell moved to direct the city manager to continue with his policy of being informed any time communication takes place between a member of this body and any member of his staff. Council Member Ellison seconded the motion.

Mayor Mitchell called for a roll call vote. Council Member Flores-Cale voted nay; Mayor Mitchell voted aye; Mayor Pro Tem Rizo voted aye; Council Member Ellison voted aye; Council Member Tobias voted aye; Council Member Parsley voted aye; and Council Member Bradshaw voted aye. Motion carried 6-1.

Council Member Flores-Cale moved to direct staff to either provide Council with a previous audit from this year or to order a third party to do an audit regarding council and city manager reimbursements and credit card spending. Council Member Parsley seconded the motion.

Council Member Flores-Cale amended her motion to just do an audit regarding expenditures from the city manager, reimbursements and the same for the city council. No one seconded the amendment.

After further discussion Council Member Flores-Cale stated her direction is to have Mr. Moheet find a third party to perform the audit. After further discussion, Mayor Mitchell asked Council Member Flores-Cale to restate her motion and an opportunity for a new second. Council Member Flores-Cale stated that her motion is to direct staff to do an internal audit regarding council and city manager expenses and make sure they add up. She continued that she would like to see each line item as one reimbursement. Council Member Parsley seconded the motion.

Mayor Mitchell called for a roll call vote. Council Member Parsley voted aye; Council Member Ellison voted aye; Council Member Bradshaw voted nay; Mayor Mitchell voted nay; Council Member Flores-Cale voted aye; Mayor Pro Tem Rizo voted aye; and Council Member Tobias voted aye. Motion carried 5-2.

19. A Resolution of the City of Kyle, Texas, approving and adopting the 2022-2026 Kyle Public Library Long Range Plan. ~ *Paul Phelan, Director of Library Services*

Mayor Mitchell brought forward Item No. 19 after Item No. 36. Mr. Phelan presented, as well as Jessie Ramirez, Chair of the Library Board.

20. Consider and possible action to authorize an amendment (Change Order) to the contract with BRIGHTVIEW LANDSCAPE SERVICES, INC., DBA WLE, to add three additional scopes of work in an amount not to exceed \$16,626.77 for providing landscape services for Mary Kyle Hartson, La Verde and Heroes Memorial Park. ~ *Jerry Hendrix, Assistant City Manager*

Council Member Ellison moved to authorize an amendment (Change Order) to the contract with Brightview Landscape Services, Inc., dba WLE, to add three additional scopes of work in an amount not to exceed \$16,626.77 for providing landscape services for Mary Kyle Hartson, La Verde and Heroes Memorial Park. Mayor Pro Tem Rizo seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

After Item No. 20, Mayor Mitchell brought back Item No. 19 for a vote.

19. A Resolution of the City of Kyle, Texas, approving and adopting the 2022-2026 Kyle Public Library Long Range Plan. ~ *Paul Phelan, Director of Library Services*

Mayor Mitchell moved to approve a Resolution of the City of Kyle, Texas, approving and adopting the 2022-2026 Kyle Public Library Long Range Plan. Council Member Tobias seconded the motion. Motion carried 7-0.

21. [Postponed 3/22/2022] (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 201.4 acres of land from Agriculture 'A' to Single Family Residential-1 'R-1-1' for property located at 1899 Six Creeks Blvd, in Hays County, Texas. (Blanco River Ranch Properties, LP - Z-22-0097) ~ *Will Atkinson, Senior Planner*

Planning and Zoning Commission voted 5-0 to recommend approval conditioned on full annexation completed first.

- Public Hearing left open on 3/22/2022

22. [Postponed 3/22/2022] Consider and possible action to approve an Interlocal Agreement regarding City of Kyle Reinvestment Zone No. 3 by and between the City of Kyle, Texas and the County of Hays, Texas. ~ *Paige Saenz, City Attorney*

23. [Postponed 3/22/2022] (Second Reading) An ordinance of the City Council of the City of Kyle, Texas, designating a contiguous geographic area within the City of Kyle, Texas as Reinvestment Zone Number Three, for the purposes of Tax Increment Financing and creating a Board of Directors. ~ *Paige Saenz, City Attorney*

City Council voted 6-1 to approve on first reading on 3/1/2022.

24. [Postponed 3/22/2022] Consider and possible action to approve an agreement regarding the Dissolution of a Public Improvement District (Savannah Ranch Development). ~ *Paige Saenz, City Attorney*

25. [Postponed 3/22/2022] Consider and possible action to approve a Resolution of the City Council Authorizing and Creating the Savannah Ranch Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date. ~ *Paige Saenz, City Attorney*

26. [Postponed 3/22/2022] (Second 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*

City Council voted 6-1 to approve the ordinance on first reading on 2/15/2022.

27. [Postponed 3/22/2022] Consider and possible action to approve a Development Agreement by and between the City of Kyle, Texas and Blanco River Ranch Properties LP and Toll Southwest, LLC, for the Savannah Development. ~ *Paige Saenz, City Attorney*

Mayor Mitchell brought forward Item Nos. 21 through 27 simultaneously.

Mayor Mitchell re-opened the public hearing for Item No. 21 at 9:57 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 9:57 p.m.

Mayor Mitchell moved to approve Agenda Item Nos. 21 - 27. Council Member Bradshaw seconded the motion. Mayor Mitchell called for a roll call vote. Mayor Pro Tem Rizo voted aye; Council Member Flores-Cale voted nay; Council Member Ellison voted nay; Council Member Parsley voted nay; Council Member Bradshaw voted aye; Council Member Tobias voted nay; and Mayor Mitchell voted aye. Motion failed 3-4.

28. *(Second Reading)* An ordinance of the City of Kyle, Texas, Amending or Repealing: Part II, Chapter 2, Article III Boards, Committees and Commissions, Division 1 Generally, Subdivision I Boards, Section 2-42 Appointment and Section 2-45 Qualifications; and, Subdivision II Committees, Sec 2-60 Appointment; and, Division 2 Planning and Zoning Commission, Sec 2-70 Vacancies, Appointments and Service; and, Article V Library, Division 2 Board of Directors, Sec 2-441 (c) Membership and Officers of Board; and, Division 5 Kyle Arts Commission, Section 2-118. Qualifications for Appointment and Membership; and, Article III Boards, Committees and Commissions, Division IV. Economic Development and Tourism Board, Sec 2-114. Qualifications for Appointment and Membership, of the City of Kyle Municipal Code and Establishing Application and Appointment Standards for Boards, Committees and Commissions; Repealing Conflicting Ordinances, and Providing for Related Matters. ~ *James R. Earp, Assistant City Manager*

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

Mayor Mitchell moved to approve an ordinance of the City of Kyle, Texas, Amending or Repealing: Part II, Chapter 2, Article III Boards, Committees and Commissions, Division 1 Generally, Subdivision I Boards, Section 2-42 Appointment and Section 2-45 Qualifications; and, Subdivision II Committees, Sec 2-60 Appointment; and, Division 2 Planning and Zoning Commission, Sec 2-70 Vacancies, Appointments and Service; and, Article V Library, Division 2 Board of Directors, Sec 2-441 (c) Membership and Officers of Board; and, Division 5 Kyle Arts Commission, Section 2-118. Qualifications for Appointment and Membership; and, Article III Boards, Committees and Commissions, Division IV. Economic Development and Tourism Board, Sec 2-114. Qualifications for Appointment and Membership, of the City of Kyle Municipal Code and Establishing Application and Appointment Standards for Boards, Committees and Commissions; Repealing Conflicting Ordinances, and Providing for Related Matters. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

29. *(First Reading)* An ordinance of the City of Kyle, Texas, Regulating Traffic, Authorizing and directing the installation and erection of no stopping signs for traffic control along the east side of Old Stagecoach Road, from West Center Street to Veterans 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. ~ *Jeff Barnett, Chief of Police*

Council Member Flores-Cale moved to approve an ordinance of the City of Kyle, Texas, Regulating Traffic, Authorizing and directing the installation and erection of no stopping signs for traffic control along the east side of Old Stagecoach Road, from West Center Street to Veterans 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. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

30. Consider and Possible Action to Direct Staff to Negotiate a Contract with The Boring Company to Design and Build a Railroad Pedestrian Underpass. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell moved to direct staff to negotiate a contract with The Boring Company to design and build a railroad pedestrian underpass. Council Member Tobias seconded the motion. Motion carried 7-0.

31. Consider and possible action to approve City Manager Contract Extension. ~ *Travis Mitchell, Mayor*

Mayor Mitchell moved to approve City Manager Contract Extension. Council Member Bradshaw seconded the motion.

Mayor Mitchell moved to amend his motion to break up the sabbatical evenly among three years of the contract. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

Council Member Tobias moved to amend the contract that the city manager will agree to cover his costs of the insurance to qualified dependents on retirement at least up to 2025 and to remove benefits to qualified dependents upon age of eligibility. Council Member Flores-Cale seconded the motion. No vote was held.

Council Member Tobias moved to amend his motion to remove the benefit of qualified dependents until the age of Medicare. Council Member Flores-Cale seconded the motion. Mayor Mitchell called for a roll call vote. Council Member Flores-Cale voted aye; Council Member Parsley voted nay; Mayor Pro Tem Rizo voted nay; Mayor Mitchell voted nay; Council Member Ellison voted nay; Council Member Tobias voted aye; and Council Member Bradshaw voted nay. Motion failed 2-5.

Mayor Mitchell called for a roll call vote on the original motion. Mayor Mitchell voted aye; Council Member Ellison voted aye; Council Member Flores-Cale voted nay; Council Member Bradshaw voted aye; Council Member Tobias voted nay; Council Member Parsley voted aye; and Mayor Pro Tem Rizo voted aye. Motion carried 5-2.

32. [Postponed 3/22/2022] Consider and possible action regarding an ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-1230 to restrict certain uses, and amend the zoning use chart. ~ *Will Atkinson, Senior Planner*

Planning and Zoning Commission voted 4-1 to deny Restrictions for Gas stations.

Planning and Zoning Commission voted 4-1 to deny Restrictions for Car washes.

Planning and Zoning Commission voted 5-0 to approve Restrictions Self-storage.

Planning and Zoning Commission voted 4-1 to deny Bar without restaurant in CBD-2.

Planning and Zoning Commission voted 5-0 to Approve Brew pub in CBD-2.

Planning and Zoning Commission voted 5-0 to restrict Self-storage.

City Council voted 6-1 to deny microbreweries in CBD-2.

City Council voted 5-2 to approve the recommended amendments and P&Z recommendation for self-storage on 2/15/22.

City Council took no action on gas stations and car wash items.

Mayor Mitchell recused himself from the item and left the dais at 10:38 p.m. He did not return.

Council Member Flores-Cale moved to approve the restrictions for gas stations. Council Member Parsley seconded the motion. Motion carried 5-1 with Council Member Ellison dissenting. Mayor Mitchell recused himself.

Council Member Flores-Cale moved to approve the restrictions for car washes. Council Member Bradshaw seconded the motion. Motion carried 5-1 with Council Member Ellison dissenting. Mayor Mitchell recused himself.

VIII. General Discussion and Possible Direction

33. Request for staff to work with Jane Kirkham to memorialize trees planted by her father located in Mary Kyle Hartson City Square Park and by the Train Depot. ~ *Yvonne Flores-Cale, Council Member*

Ms. Jane Kirkham presented on the item.

Council Member Flores-Cale moved to direct staff to work with Ms. Kirkham to create memorials for each tree her father has planted at the Depot and Mary Kyle Hartson Park. Council Member Tobias seconded the motion. No vote was held.

Council Member Flores-Cale moved to amend motion to direct staff to work with Ms. Kirkham bring back renderings and/or ideas to memorialize her father's trees. No one seconded the amendment. Motion carried 6-0. Mayor Mitchell was absent.

34. Discussion and Possible Direction to Broadcast and Record Board and Commission Meetings. ~ *Dex Ellison, Council Member*

Council Member Ellison moved to direct staff to begin broadcasting and recording board and commission meetings. Council Member Bradshaw seconded the motion. Motion carried 6-0. Mayor Mitchell was absent.

35. Discussion and possible action directing staff to create a safety plan for mobile home subdivisions during inclement weather. ~ *Yvonne Flores-Cale, Council Member*

No action was taken.

37. Discuss a Request from the Kyle Masonic Lodge to Erect a Cornerstone at the Public Safety Center. ~ *Robert Rizo, Mayor Pro Tem*

Mayor Pro Tem Rizo moved to allow the Masons to erect a cornerstone at the Kyle Public Safety Center. Council Member Bradshaw seconded the motion.

Mr. Steven Cook spoke on the item. Mr. Jeffrey Baldwin spoke on the item as well. Council Member Bradshaw left the dais at approximately 11:16 p.m.

Motion carried 5-0. Council Member Bradshaw and Mayor Mitchell were absent.

38. Update regarding Pie in the Sky and Special Events. ~ *Jerry Hendrix, Assistant City Manager*

Council Member Bradshaw returned to the dais at 11:18 p.m. No action was taken.

IX. Executive Session

39. 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.
 - AG|CM Contract
 - Limestone Creek Development Agreement
 - Savannah Ranch Development Agreement
 - ETJ Discussion
 - American Fireworks Agreement
 - Alexander Property Agreement Settlement
 - Dacy Lane Illumination
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
 - City Manager Contract
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 Razz Matazz
 - Project Light Rose
 - Project Create
 - Project Titanium

There was no executive session.

40. Take action on items discussed in Executive Session.

X. Adjourn

Mayor Pro Tem Rizo moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was held.

With no further business to discuss, the City Council adjourned at 11:21 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

Air Quality Awareness Week Proclamation

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: Air Quality Awareness Week Proclamation. ~ *Robert Rizo, Mayor Pro Tem*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

National Economic Development Week

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: National Economic Development Week Proclamation. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- National Economic Development Week Proclamation

City of Kyle



Mayoral Proclamation

Recognizing the positive impact of economic development on the economic health of the United States, the State of Texas, and in the City of Kyle.

WHEREAS, the Kyle Economic Development Department has been promoting economic well-being and quality of life for their communities by creating, retaining, and expanding high-quality jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, Kyle Economic Development stimulates and incubates entrepreneurship to help establish the next generation of new businesses and support existing business with support and resources; and

WHEREAS, Kyle Economic Development works in partnership with local school districts, community colleges, workforce boards and commissions to amplify workforce training and to ensure a workforce-ready community; and

WHEREAS, Kyle Economic Development is dedicated to setting the stage for development success- in economic development as well as real estate development through its Economic Development Strategic Plan; and

WHEREAS, Kyle Economic Development, was a catalyst to significant commercial capital investment in to the community along the Texas Innovation Corridor over the past 16 years.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Kyle do hereby—

- 1) Recognize May 9-13, 2022 as “National Economic Development Week”; and
- 2) Commend the work done by the Kyle Economic Development Department led by Diana Torres and supported by Victoria Vargas and Lauren Lyons

in the City of Kyle and remind individuals of the importance of these initiatives in expanding career opportunities, improving quality of life, and encouraging strategic growth through an environmentally responsible and community building approach.

BE IT FURTHER PROCLAIMED that the Mayor and City Council is authorized and directed to transmit an appropriate copy of this resolution to the International Economic Development Council.

IN TESTIMONY WHEREOF the Mayor and City Council of the City of Kyle has hereunto subscribed their names and have caused the Official Seal of the City of Kyle to be hereunto affixed in the City of Kyle this 3rd day of May 2022.

SIGNED AND ENTERED THIS 3rd DAY OF MAY, 2022.

Travis Mitchell, Mayor

Dex Ellison, Council District 1

Robert Rizo, Mayor Pro Tem, Council District 3

Yvonne Flores-Cale, Council District 2

Ashlee Bradshaw, Council District 4

Daniela Parsley, Council District 5

Michael Tobias, Council District 6



CITY OF KYLE, TEXAS

Asian Pacific American Heritage Proclamation

Meeting Date: 5/3/2022

Date time:7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

AT&T Presentation

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: Presentation from AT&T regarding its general build plan, the services offered, procedures for notifying residents, and how it will address any issues. ~ *Kelly Curbow, AT&T External & Legislative Affairs*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 5/3/2022

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*

- La Verde project wins Texas Chapter of the American Society Landscape Architects award
- Nitro Swimming Groundbreaking May 10th
- Budget Worksession May 12th
- City Council Workshop re: TIRZ – May 16th
- Downtown Master Plan
- Translation available on website
- Hays County Torch Run May 6th
- Photo opportunities at Mary Kyle Hartson Park
- Invasive Plant Removal May 7th
- Youth Basketball Clinic May 7th
- Seeking Vendors for Market Days

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: CIP/Road Projects and Consent Agenda Presentation. ~ *Leon Barba, P.E., City Engineer*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Approve Amendment No. 1 to Task Order No. 7 to LJA Engineering, Inc. for the Schlemmer & Porter St Wastewater Project Phase 2

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: Approve Amendment No. 1 to Task Order No. 7 to LJA ENGINEERING, INC., Austin, Texas, in the amount not exceed \$10,020.00, increasing the total contract amount not to exceed \$128,587.00 for the Schlemmer & Porter St Wastewater Phase 2 Project.
~ Leon Barba, P.E., City Engineer

Other Information: The scope includes the following services to assist in the design of the proposed wastewater improvements:

- Subsurface exploration, laboratory testing, geotechnical consulting & reporting
- Traffic Control for operations in street right-of-way

Legal Notes: N/A

Budget Information: A Fiscal Note is attached.

ATTACHMENTS:

Description

- Amendment No. 1 to Task Order No. 7

Amendment 1 To Task Order No. 7

1. Background Data:

- a. Effective Date of Task Order: 4-19-2022

- b. Owner: City of Kyle

- c. Engineer: LJA Engineering, Inc.

- d. Specific Project: Schlemmer & Porter St WW Project PH2

2. Description of Modifications

- a. This amendment to Task Order 7 is the addition of geotechnical report for Phase 2 of the project. This amendment will include:
 - Project Management and Communication
 - Geotechnical work – See attached scope

- b. See attached Supplemental Fee Schedule

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[118,567.00]
- b. Net change for prior amendments: \$[0.00]
- c. This amendment amount: \$[10,020.00]
- d. Adjusted Task Order amount: \$[128,587]

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 19, 2022.


OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By:  _____

Title: Vice President

Date
Signed: 4/19/2022

Exhibit A

**Engineer's Services for
Schlemmer & Porter St Wastewater Project PH2**

Modifications:

The Engineer will perform the following items listed below, as described:

TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION

The Engineer will perform:

1. Invoicing, Contract Document Coordination, Progress Reports
 - Supplemental Task Order creation
2. Management of Subconsultants
 - Terracon (Geotechnical)

SUBCONSULTANTS

Terracon (Geotechnical)– See attached scope

Exhibit C: TO#7 Schlemmer and Porter Street Wastewater Line Improvement PH2 Supplemental #1

TASK DESCRIPTION	Principal	Project Manager	QA/QC Manager	Project Engineer	Engineer in Training	Administrative Assistant	Total Labor Hrs & Costs	
	215.00	170.00	160.00	150.00	145.00	65.00		
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	
TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION								
1.2	Invoicing, Contract Document Coordination, Progress Reports							
1.2.1	Project Creation and Task Order Creation		2				7	
1.4	Management of Subconsultants							
1.4.1	Terracon (Geotechnical)		4				4	
TASK 1 SUB TOTAL HOURS		0	6	0	0	0	11	
TASK 1 SUB TOTAL FEE		\$0.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$1,020.00	
TOTAL Project Tasks								
TOTAL HOURS		0	6	0	0	0	11	
TOTAL FEE		\$0.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$1,020.00	
Subconsultants								
Terracon (Geotechnical)								\$9,000.00
Project Totals								
LJA ODC								\$0.00
PROJECT TOTAL								\$10,020.00

February 24, 2022



LJA Engineering, Inc.
2700 La Frontera Blvd., Suite 150
Round Rock, Texas 78681

Attn: Mr. Stuart Cowell, P.E. – Project Manager
P: (512) 439-4717
E: scowell@lja.com

Re: Proposal for Geotechnical Engineering Services
City of Kyle – Schlemmer & Porter Street, Phase II
Front Street & North Street
Kyle, Texas
Terracon Proposal No. P96225058

Dear Mr. Cowell:


We appreciate the opportunity to submit this proposal to LJA Engineering, Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Task Order.

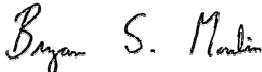
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the scope of services described in this proposal is \$9,000, with an anticipated report delivery date of 8 to 10 weeks after signed authorization. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Task Order to our office. The Task Order refers to the previously signed Master Services Agreement between Terracon and LJA Engineering, Inc. dated March 5, 2018.

Sincerely,
Terracon Consultants, Inc.


Larson M. Snyder, P.E.
Project Engineer


Bryan S. Moulin, P.E.
Senior Principal, Geotechnical Services

Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Suite 160 Austin, TX 78735
Registration No. F-3272 P (512) 442 1122 F (512) 442 1181 terracon.com

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 03/05/2018 between LJA Engineering Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Kyle - Schlemmer & Porter WL Phase II project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 02/24/2022 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See Terracon Proposal No. P96225058

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See Terracon Proposal No. P96225058

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See Terracon Proposal No. P96225058

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: *Bryan S. Moulin* Date: **2/24/2022**
Name/Title: **Bryan S Moulin, P.E. / Senior Principal,
Geotechnical Manager**
Address: **5307 Industrial Oaks Blvd Ste 160
Austin, TX 78735-8821**
Phone: **(512) 442-1122** Fax: **(512) 442-1181**
Email: **Bryan.Moulin@terracon.com**

Client: **LJA Engineering Inc**
By: _____ Date: _____
Name/Title: **Stuart Cowell / Project Engineer**
Address: **2700 La Frontera Blvd., Suite 150
Round Rock, TX 78681**
Phone: _____ Fax: **(512) 767-7314**
Email: **scowell@lja.com**

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by LJA Engineering, Inc. and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project alignment is located along North Front Street from West Lockhart Street to Austin Street & along North Street from west of South Nance Street to east of North Main Street in Kyle, Texas.
Existing Improvements	Existing asphaltic roadways and surrounded by residences and elementary school .
Current Ground Cover	Asphalt, grass, and limestone base.
Existing Topography	Unknown at this time. (Please provide a topographic survey, if available)
Site Access	We expect the site, and all exploration locations, are accessible with truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and geologic maps indicates subsurface conditions consist of base material overlying deep deposits of fat and lean clay.

Planned Construction

Item	Description
Information Provided	The project information and waterline alignments were provided via e-mail on February 17 th , 2022 from Mr. Stuart Cowell, P.E. with LJA Engineering, Inc.
Proposed Structure	The project includes the construction of the following: <ul style="list-style-type: none"> ■ An approximately 630-foot linear waterline alignment along the eastern side of North Front Street that is proposed to be approximately 5 feet below the existing ground surface (Alignment A) ■ An approximately 1,280-foot linear waterline alignment along the southern side of North Street that is proposed to be approximately 10 feet below the existing ground surface (Alignment B)
Grading/Slopes	Up to 5 feet and 10 feet of cut will be required to develop final grade of Alignment A and B, respectively. Assumed to be no steeper than 3H:1V (Horizontal to Vertical).

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Planned Location	Number of Borings	Planned Boring Depth (feet) ¹
Alignment A	1	10
Alignment B	2	15
TOTAL	3	Maximum Footage of 40 feet

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or Google Earth.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four to five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard test method for standard penetration test (SPT) and split-barrel sampling of soils (ASTM D1586/D1586M-18). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Proposal for Geotechnical Engineering Services

City of Kyle – Schlemmer & Porter Street, Phase II ■ Kyle, Texas

February 24, 2022 ■ Terracon Proposal No. P96225058



Property Disturbance: We will backfill borings with auger cuttings and/or bentonite upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas 811 (aka One-Call). We consult with the City/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the City/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the City/client is unable to accurately locate private utilities, Terracon can assist the City/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the City/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property City. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to COVID-19. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to COVID-19 or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with COVID-19.

Traffic Control: Terracon will subcontract with a firm to provide traffic control as needed for this project. We anticipate that traffic control will be required for all 3 boring locations.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction

Proposal for Geotechnical Engineering Services

City of Kyle – Schlemmer & Porter Street, Phase II ■ Kyle, Texas

February 24, 2022 ■ Terracon Proposal No. P96225058



are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Seismic site classification

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above **do not** include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Proposal for Geotechnical Engineering Services

City of Kyle – Schlemmer & Porter Street, Phase II ■ Kyle, Texas

February 24, 2022 ■ Terracon Proposal No. P96225058



Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/City is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$6,750
Traffic Control	\$2,250

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	\$900	
Plans and Specifications Review	\$1,000	
Construction Materials Testing Services	TBD	
Reliance Agreement for Third Parties	\$400 per Entity	

1. If the City or client is unable to accurately locate utilities, we can subcontract a private utility locating firm to utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the City and client of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated drilling outside normal business hours (07:00 AM through 06:00 PM on weekdays), site clearing, wet ground conditions, the use of ATV or track-mounted drilling equipment or repair of/damage to existing landscape. If such services are desired by the City or client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.



Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Total Duration from Notice to Proceed ^{1, 2, 3}
Project Planning	3 days
Site Characterization	6 to 7 weeks
Geotechnical Engineering	7½ to 8 weeks ³

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. Please note that if a ROW permit and Traffic Control is performed, an additional 2 to 3 weeks will be added to the above project schedule.

EXHIBIT D – SITE LOCATION

City of Kyle – Schlemmer & Porter Street, Phase II ■ Kyle, Texas
February 24, 2022 ■ Terracon Proposal No. P96225058

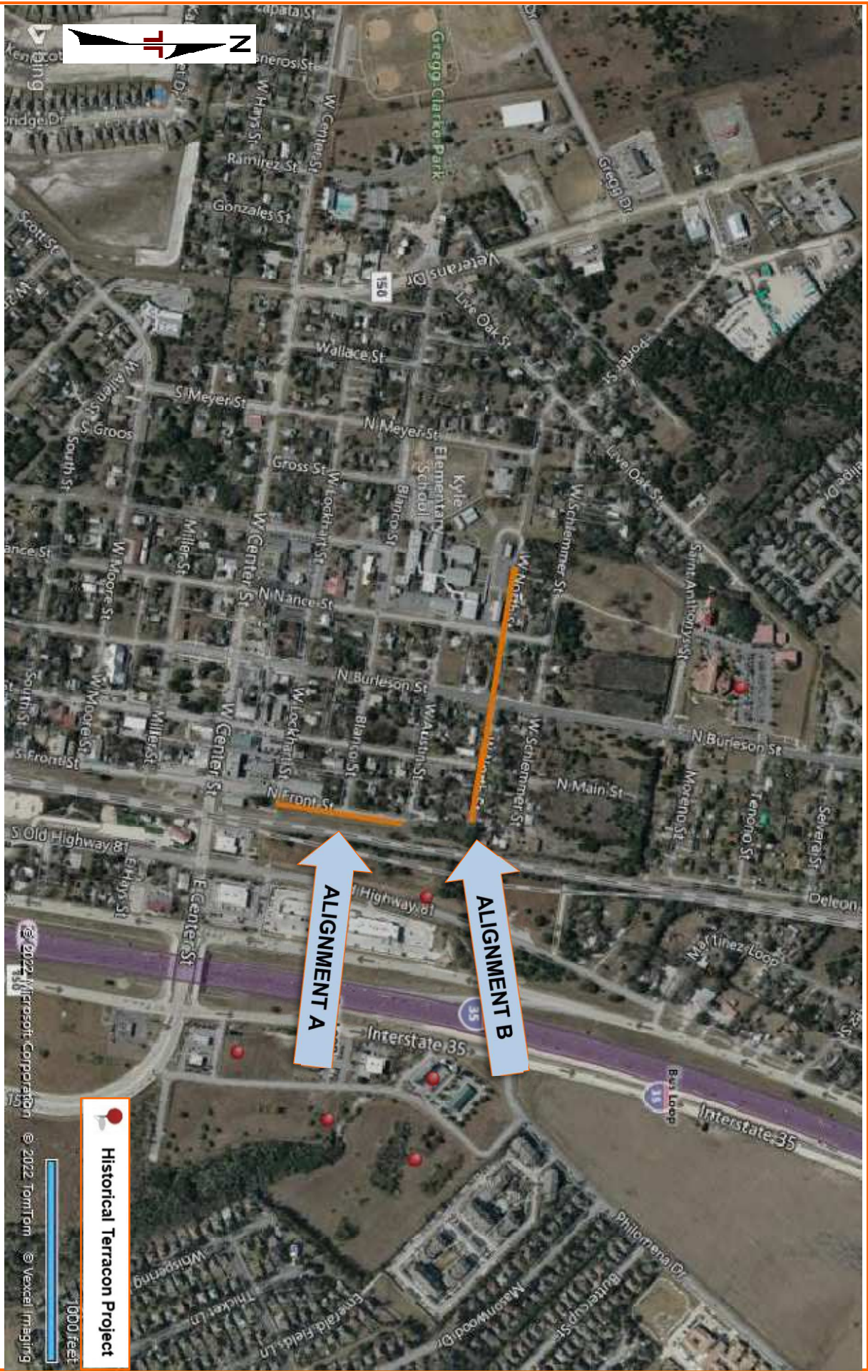


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

City of Kyle – Schlemmer & Porter Street, Phase II ■ Kyle, Texas
February 24, 2022 ■ Terracon Proposal No. P96225058

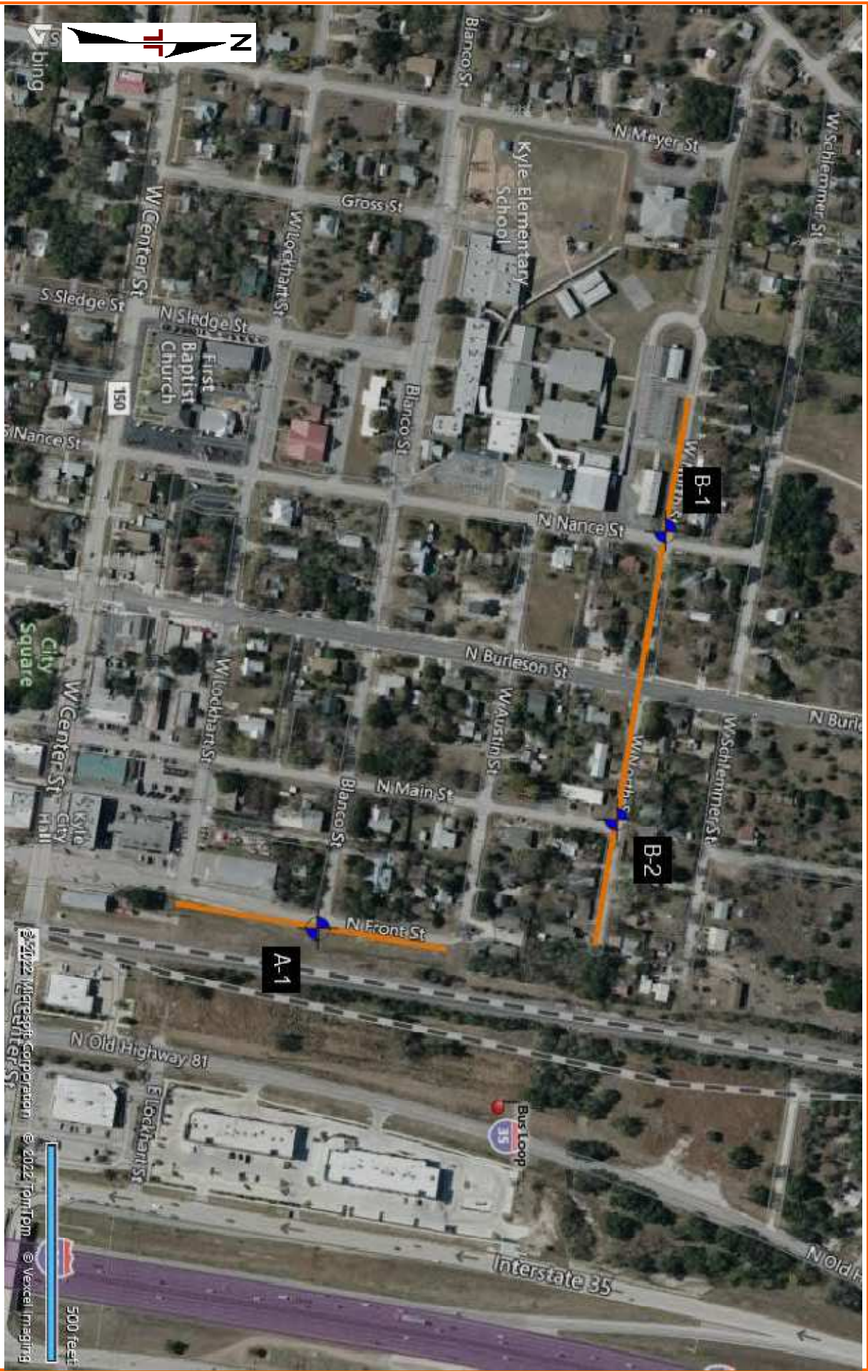


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



CITY OF KYLE, TEXAS

Approval of Change Order No. 7, Southside Wastewater Improvements Project

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: Approval of Change Order No. 7 to SKYBLUE UTILITIES, INC., Kingsland, Texas, in an additional amount of \$147,306.16, increasing the total contract amount, not to exceed, \$6,219,781.24 for the purpose of constructing an 8" wastewater line to serve businesses on Edwards Drive. ~ *Leon Barba, P.E., City Engineer*

Other Information: This change order authorizes installation of an additional 1,638 linear feet of 8" wastewater line and 6 manholes to serve businesses along Edwards Drive.

Legal Notes: N/A

Budget Information: Funding in the amount of \$147,306.16 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 3410-87400-573500

ATTACHMENTS:

Description

☐ Change Order 7



CONTRACT CHANGE ORDER

PROJECT NAME	City of Kyle Southside Wastewater Improvements		
LOCATION OF WORK	Kyle, TX		
CONTRACT NO.	N/A	CHANGE ORDER NO.	07
REQUESTING PARTY	City of Kyle	DATE OF REQUEST	03/31/2022
PROJECT MANAGER	Leon Barba	CONTRACTOR	Skyblue Utilities, Inc.
OWNER	City of Kyle	ENGINEER	RPS Group, Inc.


CONTRACTOR IS DIRECTED TO COMPLETE THE FOLLOWING CHANGES IN CONTRACT DOCUMENTS	
DESCRIPTION OF CHANGES NEEDED	Edwards Drive – Installation of an additional 1,638 LF of 8” Wastewater Line.
REASON FOR CHANGE	Requested by the City of Kyle.
SUPPORT AND JUSTIFICATION DOCUMENTS	<i>List all attached documents which support the requested change, and justify any increased cost and time.</i>
SPECIFICATIONS	

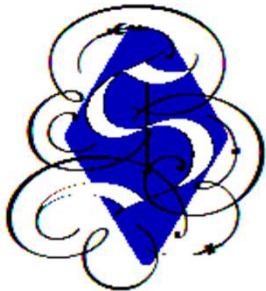
CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
ORIGINAL PRICE	\$ 5,783,309.60	ORIGINAL TIMES	460 Days
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$ 279,591.47	NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	569 Days
NET INCREASE / DECREASE	\$ 147,306.16	NET INCREASE / DECREASE	40 Days
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$ 6,210,207.13	TOTAL CONTRACT TIME WITH APPROVED CHANGES	609 days



PROJECT NAME	City of Kyle Southside Wastewater Improvements		
LOCATION OF WORK	Kyle, TX		
CONTRACT NO.	N/A	CHANGE ORDER NO.	07

ITEMIZED BREAKDOWN OF WORK				
ITEM NAME	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Manholes	6	\$ 5,865.00	\$ 35,190.00
2	Wastewater Line 8"	1,638	\$ 57.88	\$ 94,807.44
3	Television Inspection	1,638	\$ 1.44	\$ 2,358.72
4	Testing	1	\$ 5,520.00	\$ 5,520.00
5	Brush Clearing	1	\$ 9,430.00	\$ 9,430.00
TOTAL				\$ 147,306.16

RECOMMENDED BY ENGINEER		APPROVED BY OWNER	
DATE		DATE	04/01/2022
ACCEPTED BY CONTRACTOR		REVIEWED BY FUNDER	
DATE		DATE	



SKYBLUE UTILITIES, INC.
P.O. BOX 1001
KINGSLAND, TX 78639

PROJECT: Southside Wastewater Improvements Project
OWNER: City of Kyle
ENGINEER: RPS

PROPOSED CHANGE ORDER: SEVEN
DATE: 3/8/2022

REVISED CONTRACT AMOUNT: \$6,062,901.07

NOTICE TO PROCEED: 12/3/2018

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT
	EDWARDS DRIVE PROPOSAL CHANGE ORDER 6				
	MANHOLES	6	EA	\$ 5,865.00	\$ 35,190.00
	WASTEWATER LINE 8"	1,638	LF	\$ 57.88	\$ 94,807.44
	TELEVISION INSPECTION	1,638	LF	\$ 1.44	\$ 2,358.72
	TESTING	1	LS	\$ 5,520.00	\$ 5,520.00
	BRUSH CLEARING	1	LS	\$ 9,430.00	\$ 9,430.00
	Total				\$ 147,306.16

ORIGINAL CONTRACT AMOUNT: \$5,783,309.60
PREVIOUS CHANGE ORDERS: \$279,591.47
PROPOSAL CHANGE ORDER 6: \$147,306.16
PROPOSAL CONTRACT AMOUNT: \$6,210,207.23

ADDITIONAL DAYS REQUESTED: 40



CITY OF KYLE, TEXAS

Plum Creek Elevated Storage Tank Rehabilitation Contract

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: Authorize award and execution of a purchase order to BRZ COATINGS, INC., Watauga, Texas, in an amount not to exceed \$275,000.00, which includes a 10% contingency to perform all work required for the rehabilitation of the Plum Creek Elevated Storage Tank. ~ *Leon Barba, P.E., City Engineer*

Other Information: Eleven (11) bids were received on March 29, 2022 for the rehabilitation of the Plum Creek Elevated Storage Tank. The total bids ranged from \$250,000.00 to \$380,950.00.

Based on the bid submitted and experience, staff recommends award of this contract to BRZ COATINGS, INC.

Legal Notes: N/A

Budget Information: Funding in the amount of \$275,000.00 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 3320-86700-572140

ATTACHMENTS:

Description

- Engineer's Recommendation Letter
- Agreement
- Certificate of Filing

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

April 8, 2022

VIA EMAIL

Re: Rehabilitation of Plum Creek Elevated Tank
 LJA Job: 2173-1901
Contract Recommendation Letter

Dear Leon:

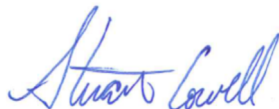
Our office has reviewed and tabulated the eleven (11) bids received on Tuesday, March 29, 2022, for the above-referenced project, and have determined the bid most advantageous to the City of Kyle to be **BRZ Coatings Inc.** in the amount of **\$250,000.00**. Below is a summary of a received bids.

Contractor	Signed Proposal Form	Bid Schedule	Bid Security	Base Bid (\$) (Submitted)
BRZ Coatings Inc.	X	X	X	\$250,000.00
A & M Construction & Utilities, Inc	X	X	X	\$258,250.00
D&M TANK, LLC.	X	X	X	\$268,750.00
Municipal Tank & Utilities LLC	X	X	X	\$293,006.93
Gulf States Protective Coatings	X	X	X	\$299,910.00
Tank Pro, Inc.	X	X	X	\$305,162.00
tankezcoatingsinc	X	X	X	\$309,750.00
Texas Tank Services	X	X	X	\$332,233.00
NG Painting, LP	X	X	X	\$353,300.00
O&J COATINGS INC	X	X	X	\$362,000.00
Viking Industrial Painting	X	X	X	\$380,950.00

After review of the bidder qualifications, past work experience and bid tabulations of this contractor and therefore, LJA Engineering, Inc. recommends that the contract for this project be awarded to **BRZ Coatings Inc.**

Enclosed, for your review, is a copy of the final Unit Bid Tabulation for this project. If you should have any questions or require any additional information, please do not hesitate to contact the me at 512-439-4717.

Sincerely,



Stuart Cowell. PE
 Project Manager

Enclosures: Bidtab

VI. STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2022 by and between The City of Kyle (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**REHABILITATION OF
PLUM CREEK ELEVATED TANK**

Article 2. ENGINEER

The Project has been designed by LJA Engineering, Inc., who is hereinafter called ENGINEER, and who is to act as OWNER's representative and assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The contractor hereby agrees to commence the Work upon receipt of written Notice to Proceed from the Owner, and to complete the work with the time deadlines described in Paragraph 3.2 of this section.

3.2 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed and placed in service in accordance with Paragraph 14.04 of the General Conditions within 90 working days after the date when the Contract Times commence to run.

B. The Work will be finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 working days after the date when the Contract Times commence to run.

3.3 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 3.2 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 3.2 for completion and readiness for final payment until the Work is completed and ready for final payment.

Article 4. CONTRACT PRICE.

4.1.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents per Section IV (Bid Proposal) and Section V (Measurement and Basis of Payment) an amount in current funds as follows: \$ 250,000.00

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General and Supplementary Conditions.

5.1 **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. The CONTRACTOR must submit his pay estimate as prescribed in the Supplementary Conditions of these Contract Documents. An amount not exceeding ten percent (10%) of the total of each progress payment shall be retained by OWNER until final payment. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

5.2 **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda) and the other related data identified in the Bidding Documents including "technical data".

6.2 CONTRACTOR visited the site and became familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and

Regulations that may affect cost, progress, performance and furnishing of the Work.

- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. MISCELLANEOUS.

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 8. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed seven (7) copies of this Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2022 (which is the effective date of the Agreement).

OWNER: The City of Kyle

CONTRACTOR: _____

By: _____
Authorized Agent

By: _____
Authorized Agent

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

License No. _____

Agent for services of process:

If CONTRACTOR is a corporation, attach Evidence of authority to sign.



Office of the Secretary of State

CERTIFICATE OF FILING OF

BRZ COATINGS, INC.
File Number: 802667150

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 04/25/2022

Effective: 04/25/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State



CITY OF KYLE, TEXAS

Acceptance of a Wastewater Line Easement from Mountain Plum, Ltd.

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: Approve the conveyance of a 15 foot wastewater line easement to the City of Kyle from Mountain Plum, Ltd. ~ *Leon Barba, P.E., City Engineer*

Other Information: Approve the conveyance of a 15 foot wastewater line easement to the City of Kyle, Hays County, Texas from Mountain Plum, Ltd. 0.3865 of one acre (16,834 square feet) of land in the M.M. McCarver, League No. 4, Abstract No. 10, Hays County, Texas ; being a portion of a certain called 983.99 acre tract designated as tract 2 of Exhibit "A" and described in the deed without warranty to Mountain Plum, LTD. of Record in volume 2297, Page 139, Official Public Records of Hays County, Texas ; said 0.3865 of one acre (16,834 square feet) of land, as surveyed by LANDDEV CONSULTING, LLC and shown on the accompanying sketch, being more particularly described by metes and bounds.

“Exhibit A” dated September 2021 shows the metes and bounds and land survey exhibit.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Wastewater Easement

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.

WASTEWATER LINE EASEMENT

Date: January 5, 2021

Grantor: MOUNTAIN PLUM, LTD., a Texas limited liability company

Grantor's Address: 4040 Broadway, Suite 501
San Antonio, Texas 78209

City: CITY OF KYLE, TEXAS, situated in Hays County, Texas

City's Address: 100 W. Center Street
Kyle, Hays County, Texas 78640

Easement Tract: All that parcel of land situated in Hays County, Texas, described in the attached Exhibit A.

Easement Duration: Perpetual or until the Facilities (as defined below) are abandoned.

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities.

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters that are valid, existing and affect the Easement Tract as of the Date set forth herein and of record in the Real Property Records of Hays County, Texas, in which the Easement Tract is located.

Eligible Improvements: Irrigation systems which are installed perpendicular to the Facilities, walkways made of concrete, asphalt, granite or any other similar materials, sidewalks, driveways, curbs, parking areas, and access roads at grade level, barbed-wire, chain-link, metal or wooden fences, landscaping items such as plants, flowers, shrubs, bushes, hardscapes, rocks, pathways, and movable structures such as benches, gazebos and other similar items, signage, lighting and all other similar improvements which do not interfere in any material way or are not inconsistent

Corridor Title Co. GF# 21-28412

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.

WASTEWATER LINE EASEMENT

Date: January 5, 2021

Grantor: MOUNTAIN PLUM, LTD., a Texas limited liability company

Grantor's Address: 4040 Broadway, Suite 501
San Antonio, Texas 78209

City: CITY OF KYLE, TEXAS, situated in Hays County, Texas

City's Address: 100 W. Center Street
Kyle, Hays County, Texas 78640

Easement Tract: All that parcel of land situated in Hays County, Texas, described in the attached Exhibit A.

Easement Duration: Perpetual or until the Facilities (as defined below) are abandoned.

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities.

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters that are valid, existing and affect the Easement Tract as of the Date set forth herein and of record in the Real Property Records of Hays County, Texas, in which the Easement Tract is located.

Eligible Improvements: Irrigation systems which are installed perpendicular to the Facilities, walkways made of concrete, asphalt, granite or any other similar materials, sidewalks, driveways, curbs, parking areas, and access roads at grade level, barbed-wire, chain-link, metal or wooden fences, landscaping items such as plants, flowers, shrubs, bushes, hardscapes, rocks, pathways, and movable structures such as benches, gazebos and other similar items, signage, lighting and all other similar improvements which do not interfere in any material way or are not inconsistent

Corridor Title Co. GF# 21-28412

with the rights granted to the City under this Wastewater Line Easement for the Easement Purpose.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted to the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and the City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract and to install, construct, operate, use, maintain, repair, inspect, modify, upgrade, replace and/or relocate within the Easement Tract the Eligible Improvements and the right to grant additional easements or rights-of-way upon or across the Easement Tract to other parties for any purposes which do not endanger the Facilities or unreasonably interfere with the City's use of the Facilities, but in no event shall Grantor, except with respect to the Eligible Improvements, enter upon or use any portion of the Easement Tract in any manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion.

The City, at its sole cost and expense, shall be obligated to restore, repair or replace the portions of the Easement Tract and Grantor's adjacent land and the Eligible Improvements therein that do not interfere in any material way or are not inconsistent with the City's use of the Easement for the Easement Purpose as determined by the City in its reasonable discretion, which have been removed, relocated, altered, damaged, or destroyed as a result of the City's use of the Easement Tract, in each case to equal or better than the condition which existed immediately prior to such removal, relocation, alteration, damage or destruction.

Grantor reserves its interest in all oil, gas and other minerals in and under and that may be produced from the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, Grantor includes Grantor's heirs, successors, and assigns, and City includes City's employees, agents, consultants, contractors, successors, and assigns; and where the context requires, singular nouns and pronouns include the plural.

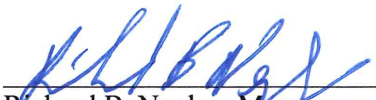
This Wastewater Line Easement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Wastewater Line Easement.

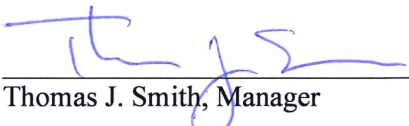
IN WITNESS WHEREOF, this instrument to be executed by Grantor as of the Effective Date.

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MOUNTAIN PLUM, LTD.,
a Texas limited partnership

By: MP General, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Richard B. Negley, Manager

By: 
Thomas J. Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company,
its Manager

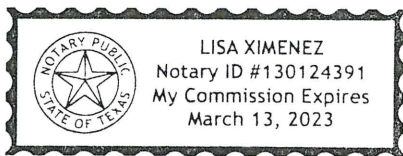
By: 
Name: Laura Negley Gill
Title: Manager

STATE OF TEXAS

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COUNTY OF BEXAR

This instrument was acknowledged before me on the 22 day of November, 2021, by Richard B. Negley, Manager of MP General, L.L.C., a Texas limited liability company, the general partner of Mountain Plum, Ltd., a Texas limited partnership, on behalf of said limited partnership and limited liability company.



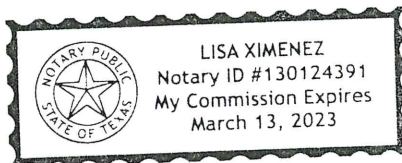
Lisa Ximenez
Notary Public in and for the
State of Texas

STATE OF TEXAS

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COUNTY OF BEXAR

This instrument was acknowledged before me on the 22 day of November, 2021, by Thomas J. Smith, Manager of MP General, L.L.C., a Texas limited liability company, the general partner of Mountain Plum, Ltd., a Texas limited partnership, on behalf of said limited partnership and limited liability company.



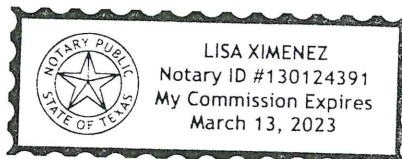
Lisa Ximenez
Notary Public in and for the
State of Texas

STATE OF TEXAS

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COUNTY OF BEXAR

This instrument was acknowledged before me on the 22 day of November, 2021, by Laura Negley Gill, Manager of MountainCityLand, LLC, a Texas limited liability company, Manager of MP General, L.L.C., a Texas limited liability company, the general partner of Mountain Plum, Ltd., a Texas limited partnership, on behalf of said limited partnership and limited liability companies.



Lisa Ximenez
Notary Public in and for the
State of Texas

Exhibit A to Wastewater Line Easement
Easement Tract

DESCRIPTION OF 0.3865 OF ONE ACRE (16,834 SQUARE FEET) OF LAND IN THE M.M. McCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.3865 OF ONE ACRE (16,834 SQUARE FEET) OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point in the east right-of-way line of Kyle Parkway (F.M. 1626), a variable-width right-of-way, in the east line of a certain called 28.91 acre tract described in the Dedication of Public Right-of-Way to the City of Kyle, Texas, of record in Volume 4122, Page 67, Official Public Records of Hays County, Texas, at the north corner of a certain called 0.931 acre tract designated as Parcel 4 and described in the Special Warranty Deed to The City of Kyle, Texas, of record in Volume 4122, Page 86, Official Public Records of Hays County, Texas, from which a calculated point-of-curvature in the east right-of-way line of said Kyle Parkway (F.M. 1626), and the east line of the said 28.91 acre tract bears N 21°33'01" W, a distance of 1,170.18 feet, and from said calculated point-of-curvature, a Texas Department of Transportation (TxDOT) Type II concrete right-of-way marker found bears N 07°45'51" E, a distance of 0.42 feet;

THENCE N 57°50'12" E, leaving the east right-of-way line of said Kyle Parkway (F.M. 1626), and the east line of the said 28.91 acre tract, crossing the said 983.99 acre tract, a distance of 405.89 feet to a calculated angle point in the west line and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 983.99 acre tract, with the west, north, east, and south lines of the tract described herein, the following eight (8) courses and distances:

1. N 20°57'57" W, a distance of 99.33 feet to a calculated angle point,
2. N 21°33'36" W, a distance of 442.10 feet to a calculated point for the northwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "LANDDEV" set in the east right-of-way line of said Kyle Parkway (F.M. 1626), and the east line of the said 28.91 acre tract, bears S 68°26'24" W, a distance of 399.89 feet,
3. N 68°26'24" E, a distance of 15.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for the northeast corner of the tract described herein,
4. S 21°33'36" E, a distance of 442.18 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for an angle point,
5. S 20°57'57" E, a distance of 99.38 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for an angle point,
6. S 21°14'08" E, a distance of 582.60 feet to a calculated point for the southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "LANDDEV" set bears S 21°14'08" E, a distance of 41.44 feet,
7. S 83°51'04" W, a distance of 15.54 feet to a calculated point for the southwest corner of the tract described herein, and
8. N 21°14'08" W, a distance of 578.59 feet to the **POINT OF BEGINNING** and containing 0.3865 of one acre (16,834 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS


KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

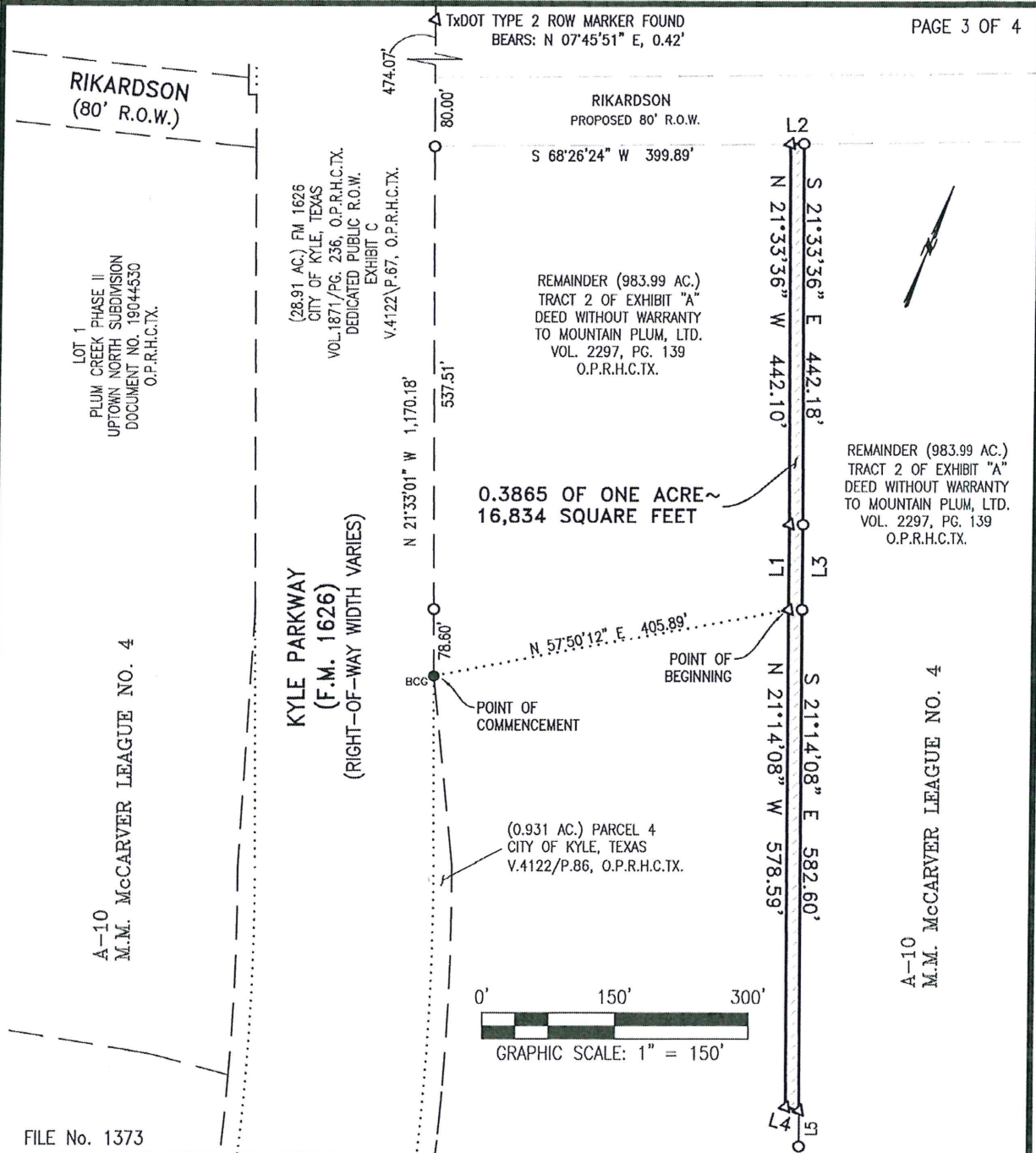
That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of September 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 16th day of December 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas





FILE No. 1373



TBPE NO: 16384 · TBPLS NO: 10194101
 5508 HIGHWAY 290 WEST, SUITE 150
 AUSTIN, TX 78735
 512.872.6696
 LDCTEAMS.COM

SURVEY SKETCH to Accompany Description:

0.3865 OF ONE ACRE \sim 16,834 SQUARE FEET
 M.M. McCARVER SURVEY, ABSTRACT NO. 10
 HAYS COUNTY, TEXAS

1. Plotted on 11/25/2010. Plot Date: 11/25/2010. Survey: 10194101. City: Austin, TX. County: Travis. State: TX. Scale: 1" = 150'. Project: 10194101. Date: 11/25/2010.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 20°57'57" W	99.33'
L2	N 68°26'24" E	15.00'
L3	S 20°57'57" E	99.38'
L4	S 83°51'04" W	15.54'
L5	S 21°14'08" E	41.44'

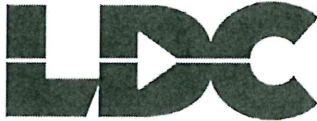
LEGEND

- STAMP ● 1/2" IRON ROD W/PLASTIC CAP
STAMPED FOUND (AS NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP
STAMPED "LANDDEV" SET
- △ CALCULATED POINT
- () RECORD INFORMATION
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF
HAYS COUNTY, TEXAS

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999902.

FILE No. 1373

	TBPE NO: 16384 · TBPLS NO: 10194101 6508 HIGHWAY 290 WEST, SUITE 150 AUSTIN, TX 78735 512.872.6696 LDCTEAMS.COM	SURVEY SKETCH to Accompany Description: 0.3865 OF ONE ACRE ~ 16,834 SQUARE FEET M.M. McCARVER SURVEY, ABSTRACT NO. 10 HAYS COUNTY, TEXAS
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LDCTEAMS.COM · 512.872.6696 · 6508 HIGHWAY 290 WEST, SUITE 150, AUSTIN, TX 78735 · TBPE NO: 16384 · TBPLS NO: 10194101

**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.

22000679 EASEMENT
01/06/2022 01:32:07 PM Total Fees: \$58.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





CITY OF KYLE, TEXAS

CAPCOG Clean Air Coalition - Air Quality Monitor Lease Agreement

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: Approve a lease agreement between CAPCOG and the City of Kyle for an Air Quality Monitoring Station to be placed at Lake Kyle. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

Other Information: The CAPCOG Clean Air Coalition (CAC) was searching for a location to place an air quality monitoring station between south Austin and San Marcos. After scouting sites in Kyle and Buda, Lake Kyle was chosen for the monitoring station.

Site requirements included:

- 40 Amp electricity hookup (aka RV hookup) – this can be existing or the site has an option for an electrician to install such a hook-up.
- Ideally 24/7 access, but at least access needed during business hours for weekdays and weekends.
- Certain distance from high traffic roads – this depends on traffic volume. As a starter, I suggest sites away from I-35.
- Trees can be on the border of the area, but the suggestion is that trees are at least 10 m./33 ft. away from where a trailer would go.
- The trailer cannot be too close to buildings as they restrict airflow depending on the height of the building.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Lease Agreement Signed by CAPCOG 04-20-2022
- Example of an Air Monitoring Station

Capital Area Council of Governments
Lease of Site for Air Quality Monitoring

Sec.1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the state of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. The City of Kyle ("Kyle") is a home rule city of the State of Texas, located in Hays County, Texas that owns land suitable for location of air quality monitoring equipment ("City Property").

1.3. CAPCOG has received funding from the Texas Commission on Environmental Quality to monitor air quality in the Central Texas region. CAPCOG has acquired air quality monitoring equipment and a meteorological tower to carry out the grant, and CAPCOG has a contractor to operate the equipment. Kyle has a site suitable for locating monitoring equipment, and CAPCOG desires to lease the site for this purpose.

Sec.2. Lease

2.1. Kyle leases to CAPCOG and CAPCOG leases from Kyle the site which is a portion of City Property, shown on the Attachment "A" to this lease, generally described as:

A 300 square foot portion of the property located at Lake Kyle Park, 700 Lehman Rd, Kyle, TX 78640, in the City of Kyle, Hays County, Texas, as depicted in Attachment A attached hereto and incorporated herein by reference (the "Premises").

2.2. Kyle agrees that CAPCOG may locate air quality monitoring equipment and a meteorological tower on the Premises ("Equipment") and such is the exclusive permitted use of the Premises. CAPCOG agrees to pay for installation and provision of necessary utilities to the Equipment.

2.3. Kyle agrees that employees of CAPCOG and CAPCOG's contractor have access to the Premises during normal business hours, to operate the monitoring equipment. CAPCOG agrees that Kyle employees have access to the Premises for inspection.

2.4. Kyle acknowledges that CAPCOG or CAPCOG's contractor owns the air quality monitoring equipment located on the site and that this Lease does not transfer ownership of the air quality monitoring equipment to Kyle or create a security interest in them for Kyle's benefit.

2.5. CAPCOG may not assign this Lease or sublet under this Lease without the prior written consent of Kyle. An attempted assignment or sublet in violation of this paragraph is void.

2.6. Kyle agrees to limit any request to relocate the air quality monitoring station to situations which, in Kyle's discretion, amount to good cause to relocate the operation and provide at least four (4) weeks advance notice before the effective date of any relocation.

Sec. 3. Term

3.1. This Lease begins on the date it is executed on behalf of Kyle and it ends on December 31, 2026.

3.2. When this Lease ends, CAPCOG agrees at its expense to remove the air quality monitoring equipment and meteorological tower (aka the Equipment) from the Premises and to restore the Premises to its prelease condition, ordinary wear and tear excepted.

3.3. Either Party may terminate this contract with thirty (30) days written notice to the other Party.

Sec. 4. Rent

4.1. Total rent for lease of the Premises is \$1, the receipt and adequacy of which Kyle acknowledges.

Sec. 5. Insurance and Indemnification

5.1. CAPCOG warrants that (1) CAPCOG is insured through the Texas Municipal League Intergovernmental Risk Pool if CAPCOG provides the air quality monitoring equipment; and (2) CAPCOG's contractor has workers' compensation insurance covering its employees working on the site and comprehensive general liability and automobile liability insurance against death, personal injury, and property damage arising from its operations on the site, and Kyle is named an additional insured on both liability insurance policies.

5.2 Notwithstanding any other provision of this Contract, CAPCOG will indemnify and hold harmless (and at request, defend) the City, and each of their respective Councilmember's, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CAPCOG, the land that is subject of this lease, or any personal property or equipment placed on the property. The City will give CAPCOG prompt written notice of any such claim of loss or damage and will cooperate with CAPCOG, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with the City's interests. Exercise of this Indemnification provision in no way constitutes a waiver of any immunity, privileges, protections, or defenses, including sovereign immunity, afforded to the Parties

Sec. 6. Dispute Resolution

6.1. The parties desire to resolve disputes arising under this Lease without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute among themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 6, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 6.

6.2. At the written request of a party, each party shall appoint a representative to negotiate informally and in good faith to resolve any dispute arising under this Lease. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

6.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services. Each party shall pay half the cost, if any, of the procedure.

6.4. The parties agree to continue performing their duties under this Lease, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 7. Notice to Parties

7.1. Notice to be effective under this Lease must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 7.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 7.2.

7.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. Kyle's address is 100 W Center St, Kyle, TX 78640, Attention: City Manager.

7.3. A party may change its address by providing notice of the change in accordance with paragraph 7.1.

Sec. 8. Miscellaneous

8.1. Each individual signing this Lease on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

8.2. This Lease states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

8.3. Attachment "A" is part of this Lease

8.4. This Lease is binding on and inures to the benefit of the parties' successors in interest.

8.5. This Lease is performable in Hays County, Texas, and Texas law governs the interpretation and application of this Lease. Venue for a dispute arising from this Contract shall be in Hays County, Texas.

8.6. This Lease is executed in duplicate originals.

8.7 Nothing herein shall constitute a waiver of either Party's sovereign immunity or the constitutionally, statutory, or common law rights, privileges, immunities or defenses of the Parties.



City of Kyle

Capital Area Council of Governments

By _____
Travis Mitchell
Mayor

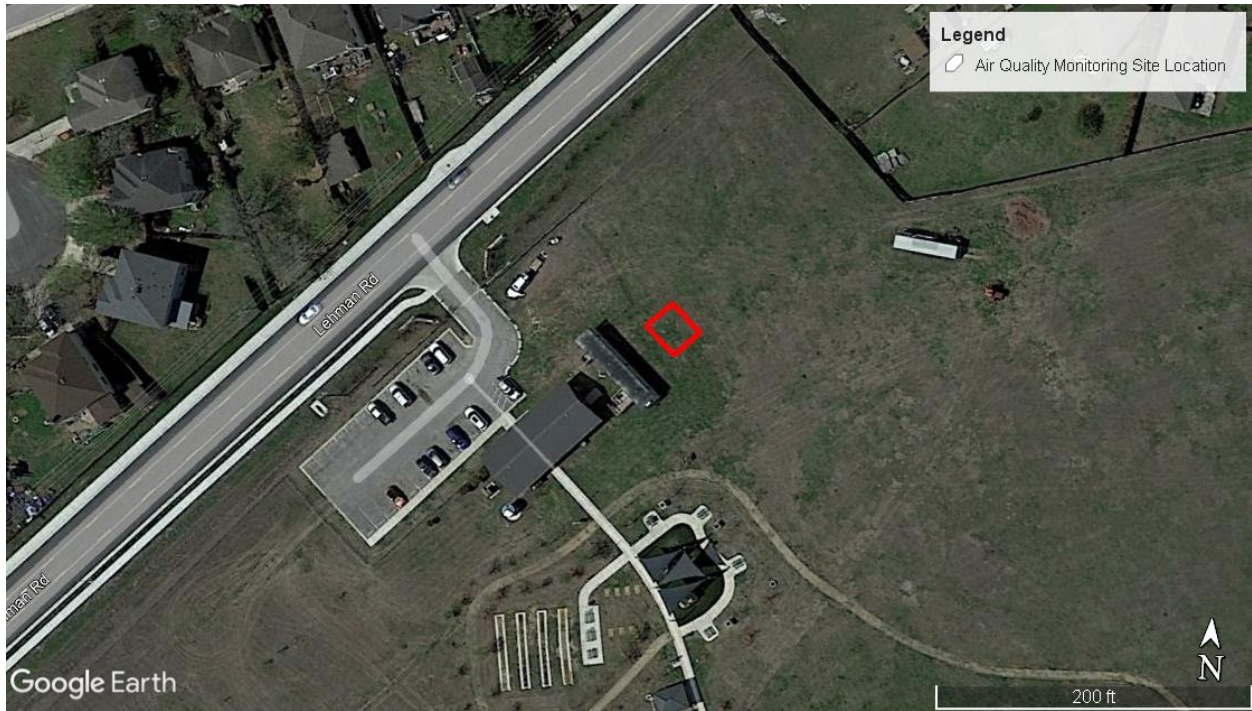
By Betty Voights
Betty Voights
Executive Director

Date _____

Date 4/20/22

Attachment "A"

The following map shows the approximate location, outlined in red, where CAPCOG plans to locate the monitoring equipment, which will consist of, at a minimum, a trailer, an ozone monitor equipment, meteorological equipment, and communications equipment. CAPCOG may also install additional instruments to measure concentrations of particulate matter, nitrogen oxides, or other pollutants. The address of the location is Lake Kyle Park, 700 Lehman Rd, Kyle, TX 78640.





02/27/2018 Item # 12



CITY OF KYLE, TEXAS

The Boring Company

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: Approve a professional services agreement by and between The Boring Company and the City of Kyle. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- TBC - Kyle PSA
- 040822 - Kyle Crossing Preliminary Engineering

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is entered into as of _____, 2022 (“**Effective Date**”), by and between TBC – The Boring Company (“**TBC**”), and The City of Kyle (“**Client**”).

1. SERVICES.

1.1 Performance of Services.

TBC agrees to use commercially reasonable efforts to perform (or cause to be performed) the services set forth in one or more statements of work (each and “**SOW**”) executed by the parties (“**Services**”). The first SOW is attached as Exhibit A. Services will be provided in material accordance with any specifications set out in the SOW (“**Specifications**”). In the event an exhibit hereto or SOW conflicts with this Agreement – the exhibit or SOW shall control.

1.2 Personnel.

Client shall provide a suitable and safe work environment for TBC employees and subcontractors while such employees and subcontractors are on Client’s premises. While on Client’s premises, TBC’s employees and subcontractors shall comply with all reasonable security practices and procedures generally prescribed by Client. TBC employees and subcontractors shall not be required to sign any waivers, releases or other documents to gain access to Client’s premises in connection with the performance of the Services, and any such waivers, releases or other documents shall be invalid and shall have no effect. TBC may replace or change employees and subcontractors as it deems reasonable. For the term of this Agreement and for twelve (12) months thereafter, Client agrees not to solicit or retain the services of any person who is an employee or contractor of TBC and who performed Services.

1.3 Client’s Obligations.

Client acknowledges that Client’s timely provision of (and TBC’s access to) Client facilities, equipment, assistance, cooperation, and complete and accurate information and data from Client’s officers, agents and employees (“**Cooperation**”) may be essential to the performance of the Services, and that TBC shall not be liable for any delay or deficiency in performing the Services if such delay deficiency results from Client’s failure to provide full Cooperation as required hereunder. Cooperation includes, but is not limited to, designating a project manager to interface with TBC during the course of the Services.

2. PAYMENTS.

2.1 Fees.

Client shall pay to TBC the fees set forth in an SOW in accordance with the terms and conditions set forth therein.

2.2 Expenses.

Client shall reimburse TBC for all reasonable travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by TBC in connection with providing the Services.

2.3 Payment Terms.

All amounts payable by Client hereunder shall be in US Dollars, due and payable within thirty (30) days of TBC’s electronic transmission of invoice to Client. Client agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less) for all amounts not paid within thirty (30) days from the date of the invoice therefor. In addition, Client is responsible for all costs of collection (including attorneys’ fees). If payments are more than five (5) days late, TBC may suspend the Services until such payment is made (and may charge a reinstatement fee). If Client disputes an invoice, it may withhold the disputed portion but shall pay the undisputed portion. No interest shall be incurred on any unpaid or adjusted invoice unless it is determined that TBC is due all or a portion of the disputed amount. The Texas Prompt Payment Act, Chapter 2252, Texas Government Code (the “Act”), shall govern payments made by the Client to the TBC under this Agreement and the Act shall govern to the extent of any conflict with this Agreement.

3. TERM; TERMINATION.

3.1 Term.

This Agreement will begin on the Effective Date and terminate as set forth below. Each SOW will have the term set forth therein.

3.2 Termination.

Client may terminate this agreement with ten (10) days prior written notice. In the event that Client materially breaches this Agreement (or, for clarity, any SOW) and such breach continues for a period of thirty (30) days following written notice from TBC, this Agreement may be terminated by TBC giving notice of termination (provided that the initial breach notice must provide sufficient detail regarding the breach and state the intent to terminate if not cured). Effect of Termination.

On termination of this Agreement for any reason, (i) all SOWs will terminate and (ii) Client will pay TBC for all services provided and all costs incurred up to the date of termination. All provisions of this Agreement which by their nature should survive termination, shall survive, including all outstanding payment obligations.

4. PROPRIETARY RIGHTS.

4.1 IP Assignment.

Client will own all deliverables specifically created for Client and described in an SOW ("**Deliverables**"). TBC shall and hereby does assign all such intellectual property rights in the Deliverables to Client. In addition, at Client's request and expense, TBC will help Client record and perfect such rights. Notwithstanding the foregoing, TBC does not assign any TBC IP. "**TBC IP**" means all intellectual property that is either (i) created by TBC (or any of its providers) prior to the effective date of the applicable SOW, or (ii) created by TBC (or any of its providers) separately from the applicable Deliverable (even if otherwise created in the course of performing the applicable SOW). To the extent any TBC IP is incorporated into any Deliverable by TBC, it grants Client a perpetual, royalty-free, license to use such TBC IP as necessary to use the applicable Deliverable. Except as set forth above in this Section 4.1, no intellectual property rights are assigned or transferred hereunder. Furthermore, notwithstanding the execution of this Agreement, TBC retains the right to pursue or develop any project contemplated herein if a subsequent construction contract is not executed with Client for such project.

4.2 Feedback.

Notwithstanding anything else, Client grants TBC a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. "Feedback" means all suggestions for improvement or enhancement, recommendations, comments, opinions, input, or other feedback provided by Client (in any form) to TBC with respect to the Services. TBC agrees that all Feedback is provided "AS IS".

4.3 Reservation of Rights.

Nothing in this Agreement shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights, and each party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

5. WARRANTIES; DISCLAIMER.

5.1 Warranties.

TBC represents and warrants that (i) it has the right and power to execute this Agreement and perform the Services, (ii) the Services will not conflict with any obligations TBC has to any third party, (iii) the Services will be performed in accordance with the professional skill and care ordinarily provided by competent engineers under the same or similar circumstances and professional license; (iii) in accordance with applicable laws and regulation, and (iv) the Services will be free of material defects (subject to the last sentence of this Section 5.1). Section 5.1(iv) will not apply to the extent any issues are caused by information, specifications, content, material, or instructions provided by Client or any third party acting on Client's behalf. In the event of a breach of Section 5.1(iv), TBC will use commercially reasonable efforts to fix the applicable issue free of charge. Client must notify TBC of such breach within thirty (30) days from performance of the applicable Services.

5.2 Reserved.

6. **RESERVED.**

7. **CONFIDENTIALITY.**

7.1 Confidential Information.

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). For purposes of this Agreement, "Confidential Information" of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, Client, contracts and financial information or materials disclosed or otherwise provided by such party ("**Disclosing Party**") to the other party ("**Receiving Party**"). Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes generally available to the public other than as a result of any action or inaction of the Receiving Party, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, (d) is independently developed by the Receiving Party, (e) is required to be released to the public pursuant to the Texas Open Meetings Act (Chapter 551, Texas Government Code) or the Texas Public Information Act (Chapter 552, Texas Government Code).

7.2 Restrictions on Use.

The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees or contractors who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware. The mention of TBC or the relationship between Client and TBC without prior consent in marketing materials, including in press releases, interviews, and advertisements, is prohibited. Each party agrees that it will not at any time do or cause to be done any act or thing in any way impairing any right, title, or interest in the copyright, trademark or service mark interests of the other party or its affiliated entities. Any publicity, press releases, advertising, brochures or presentation or display materials of any kind or nature with respect to the Agreement or the Services, except for printed materials required to be prepared or produced to comply with the Texas Open Meetings Act, the Texas Public Information Act, or laws governing the provision of the Services, shall be subject to mutual agreement. Client will comply with all applicable laws regarding the disclosure of public records.

7.3 Exclusions.

Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (a) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, and financing sources and their advisors; (d) in connection with the enforcement of this Agreement or any rights hereunder; and (e): as required by the Texas Open Meetings Act (Chapter 551, Texas Government Code) or the Texas Public Information Act (Chapter 552, Texas Government Code).

7.4 Equitable Relief.

Each party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, as its sole remedy, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

7.5 Return of Materials.

Upon termination of this Agreement, each party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed; provided that, notwithstanding the terms of this Section, the Client shall retain any Confidential Information for the period of time required by applicable records retention laws.

8. INDEMNITY.

TBC shall indemnify, defend and hold harmless the Client and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by TBC or TBC agent, consultant under contract, or another entity over which TBC exercises control (whether active or passive) of TBC or its employees, agents or sub-contractors (collectively referred to as "TBC") (ii) the failure of TBC to comply with any of the paragraphs herein or the failure of TBC to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. TBC expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of TBC, or any of its sub-contractors, as provided above, for which TBC's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require TBC to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of TBC in performing Services under this Agreement.

For Professional Liability Claims, TBC shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that TBC or TBC's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims

occurs.

To the extent permitted by law Client shall release and indemnify TBC in connection with any unauthorized revision, alteration, or deviation to the Deliverables subsequent to TBC's completion of the Services, or any use of Deliverables beyond the scope contemplated under this Agreement without engagement of TBC.

9. GENERAL.

9.1 Integration and Severability.

This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.

9.2 Modification; Waiver.

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing and signed by an officer of each party. No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder.

9.3 Assignment.

Neither party may assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of the other party; provided that, either party may transfer this Agreement to an affiliate or to a successor to all or substantially all of its business or assets (provided that, in the case of Client, assignment will not relieve Client of its payment obligations if the assignee defaults in its payment obligations hereunder).

9.4 Remedies.

All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

9.5 Notices.

Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile (fax), delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth after the signatures of this Agreement or to such other address as shall be given in accordance with this Section 9.5. If notice is given in person, by courier or by fax, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective two (2) business days after deposit with the delivery service; and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail. In addition, to be effective, legal notices to TBC (such as for breach) must also be provided in email to legal@boringcompany.com (but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in preceding sentence).

9.6 Force Majeure.

Except with respect to payment obligations, both parties shall be excused from performance under this Agreement for any period to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

9.7 Relationship of Parties.

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or

authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever. This Agreement is non-exclusive. Nothing prohibits either party from engaging any third party in the future.

9.8 Law; Disputes.

This Agreement may be executed in several counterparts, all of which shall constitute one agreement. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver by either party shall be effective unless agreed to by the parties in writing. This Agreement shall be governed by the laws of the State of Texas and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. All disputes arising in connection herewith will be subject to the sole and exclusive jurisdiction and venue of the state courts located in Hays County, Texas and Federal courts located in Austin, Texas (and the parties each hereby consent and submit to such jurisdiction and venue).

9.9 Statutory Verifications.

To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the TBC represents that neither TBC nor any wholly owned subsidiary, majority-owned subsidiary or affiliate of Landlord (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, TBC represents that TBC nor any wholly owned subsidiary, majority-owned subsidiary, or affiliate of Landlord is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

TBC hereby verifies that it and its wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).

TBC hereby verifies that it and its wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

TBC represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

10. INSURANCE.

TBC agrees to carry and maintain insurance in the following types and amounts for the duration of this Agreement, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

10.1 Workers Compensation Insurance.

TBC shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all TBC's employees carrying out the work involved in this Agreement.

10.2 Commercial General Liability.

TBC shall at its own cost and expense, obtain and maintain commercial general liability insurance naming the Client, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. TBC shall maintain at all times limits of no less than \$1 million combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. Policies must contain a primary and noncontributory clause and must contain a waiver of subrogation endorsement. The insurance coverage supplied by TBC must provide for a 30-day calendar notice to the Client before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage.

10.3 Business Automobile Liability Insurance.

For all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the CLIENT:

- a. Waiver of Subrogation endorsement TE 2046A.
- b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
- c. Additional Insured, endorsement TE 9901B.

10.4 General Requirements.

Certificate of Insurance and all endorsements shall read:

City of Kyle
100 W. Center Street
Kyle, TX 78640
Attn: City Manager



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:

THE CITY OF KYLE

TBC -- THE BORING COMPANY

BY: _____

BY: _____

NAME: _____

NAME: Brian Gettinger

TITLE: _____

TITLE: Business Development Lead

ADDRESS: _____

ADDRESS: 15709 Impact Way, Bldg 2, Suite 200,

Pflugerville, TX 78660

EXHIBIT A

SOW#1

Term:

Fees:

Description of

Services:

Specifications:

Additional Terms: **[SUCH AS SPECIAL TERMS OR CLIENT OBLIGATIONS]**

Exhibit A

Railroad Pedestrian Underpass

Preliminary Engineering Proposal

April 7, 2022

Prepared by:



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Introduction and Project Understanding

Created by Elon Musk, founder of Tesla and SpaceX, The Boring Company (TBC) creates safe, fast-to-dig, and low-cost transportation, utility, pedestrian, and freight tunnels. TBC is a corporation founded in 2017 with its headquarters in Pflugerville, Texas.

TBC is a vertically integrated tunneling company with engineering, manufacturing, and construction capabilities. For the Railroad Pedestrian Underpass, TBC will function as the single contractual point of contact and be responsible for the design, permitting, and construction of the project. Subconsultants and subcontractors will be engaged by TBC, as needed, to deliver the project and meet the expectations of the City of Kyle.

Project Understanding

The City of Kyle is interested in constructing a pedestrian underpass of the UPRR tracks south of Kyle Parkway/FM 1626 as shown conceptually in Figure 1 to provide connectivity between the Plum Creek subdivision and a vertical mixed-use project with destination dining to the east. The pedestrian underpass will accommodate multimodal transportation options both slow and fast moving, including electric vehicles, bicycles, and pedestrians. The pedestrian underpass will connect people from the region to encourage multimodal movement to leisure and outdoor activities and integrate into the urban environment. The surrounding area will connect to a destination park, adjacent professional offices, dining, and retail options.

Figure 1 – Railroad Pedestrian Underpass



Tunnel

The bored excavation method and structural lining for the Railroad Pedestrian Underpass and TBC's previous tunnels will be the same. TBC has standardized a 12-foot inner diameter and a 13.5-foot outer diameter tunnel with 9-inch-thick reinforced concrete segments installed by the TBM immediately after excavation. Once mining of the tunnel is complete, a flat paved road surface is installed near the invert with a 10 ft width.

The underpass will pass beneath the UPRR tracks and transmission and distribution power lines operated by Pedernales Electric Co-op as shown in Figure 1. Transmission lines are located on the east side of the railroad track and distribution lines are located on both sides. In addition, the underpass will pass beneath detention ponds on both sides of the railroad track. The eastern detention pond includes an approximately six feet tall concrete/masonry retaining wall. TBC's design will include provisions to prevent impacts to existing structures and monitor them closely during construction. Structures will be surveyed and inspected prior to construction and monitored during construction as described further below.

Figure 2 – TBC Loop Tunnel Pedestrian Application



Preliminary Engineering Scope of Work

The conceptual engineering effort includes the following tasks and activities:

1. **Site Visit:** TBC will visit the site to walk the alignment, review the potential launch and retrieval locations and meet with City staff and other stakeholders.
2. **Utility and Existing Structure coordination:** TBC, with support from the City, will collect GIS data for existing utilities and CAD for existing structures to inform the tunnel alignment evaluation.
3. **Geotechnical Investigation:** TBC will retain the services of a geotechnical firm to drilling borings to characterize and sample the ground and groundwater conditions along the tunnel alignment and produce a Geotechnical Data Report.
4. **Phase 1 Environmental Site Assessment (ESA):** TBC will retain the services of an environmental firm to perform a Phase 1 ESA to review publicly available existing data to characterize environmental conditions associated with tunneling, including hazardous materials, brownfields, contaminated groundwater, etc. If hazards are identified a Phase 2 effort may be authorized under separate task order.
5. **Horizontal and Vertical Alignment Development:** TBC will identify and recommend a conceptual horizontal and vertical alignment provides connectivity and accessibility to users with minimal impacts to existing infrastructure.
6. **Union Pacific Railroad Permitting:** TBC will work with Union Pacific to obtain a crossing permit for the tunnel. Union Pacific may require a retainer for their staff to utilize during the review process. The retainer will be provided separately by the City of Kyle.
7. **Preliminary Engineering Drawings:** TBC will prepare 11x17 exhibits of the proposed horizontal and vertical alignment as well as plan views of the work areas and any construction easements required.
8. **Preliminary Project Delivery Schedule:** Based on the preliminary engineering drawings, TBC will prepare a high-level preliminary project delivery schedule for the completion of design, permitting, construction and operation.
9. **Design-Build Construction Proposal:** Based on the preliminary engineering drawings and the information collected during this phase, TBC will prepare a cost proposal to build the Railroad Pedestrian Underpass.

Deliverables

TBC will provide the following preliminary engineering deliverables to the City of Kyle. All deliverables will be provided as a high-quality PDF.

1. Preliminary Engineering Drawings, plan, and profile of selected horizontal alignment and vertical alignment.
2. Geotechnical Data Report.
3. Phase 1 Environmental Site Assessment.
4. Union Pacific Crossing Permit Application.
5. Design-Build Construction Proposal.
6. Preliminary Engineering Report, formatted as a PowerPoint slide deck.

Timeframes and Pricing

TBC will provide these deliverables within 45 days of receiving notice-to-proceed from the City.

The firm-fixed lump sum price inclusive of the design services above is \$50,000. Payment will be made on a milestone basis according to the schedule below:

Kickoff, Site Visit: \$5,000

Initiate Drilling for Geotechnical Investigation: \$20,000

Complete Geotechnical Laboratory Testing: \$15,000

Preliminary Engineering Report and Construction Cost Proposal: \$10,000

Consultant

THE BORING COMPANY



By: _____

Name: Brian Gettinger

Title: Business Development Lead

Client:

CITY OF KYLE

By: _____

Name: _____

Title: _____



CITY OF KYLE, TEXAS

CAPCOG ILA - Everbridge Regional Notification System

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: Approve an interlocal agreement (ILA) between the City of Kyle and Capital Area Council of Governments (CAPCOG) to allow the City of Kyle to use the Everbridge Regional Notification System. ~ *William Paiz-Tabash, Emergency Management Coordinator*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- CAPCOG ILA Memo
- RNS ILA Revised 4.18.22_CityofKyle



CITY OF KYLE

Office of Emergency Management



MEMORANDUM

TO: Mayor & Council

FROM: Will Paiz-Tabash – Emergency Management Coordinator

DATE: Tuesday, May 3, 2022

SUBJECT: Interlocal Agreement

REQUEST

Request that Mayor, as Chief Elected Official, sign the inter-local agreement with CAPCOG to allow access to Everbridge Regional Notification System.

STAFF ANALYSIS

CAPCOG is the administrative authority that oversees the Everbridge Regional Notification System. City of Kyle currently has access as a member account under Hays County's ILA. As we are standing up our own warning system, CAPCOG has requested that City of Kyle sign an ILA as its own organization, rather than as a subsidiary to another organization.

The communications office will be brought under City of Kyle's Everbridge administration, and the city will determine its own administrators.

RECOMMENDATION

Mayor Mitchell sign the ILA granting City of Kyle access to Everbridge regional notification system.

ATTACHMENTS

1. CAPCOG Inter-Local Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS
AND City of Kyle
FOR USE BY City of Kyle OF THE CAPCOG REGIONAL NOTIFICATION SYSTEM**

This Agreement is by and among City of Kyle and the Capital Area Council of Governments (CAPCOG) (also referred to as the "Parties" or a "Party").

RECITALS

Whereas, the Regional Notification System (RNS), an automated phone-dialing, texting and emailing system, used by authorized public safety personnel in the 10-county CAPCOG region alert residents, response groups, disaster recovery planners and other selected contacts during emergencies and for other governmental activities.

Whereas, the RNS is a computer-based system that uses phone numbers and addresses maintained by the 9-1-1 system, as well as a cell phone registration system, to warn people in a given area of threats posed by wildfires, floods, chemical releases, criminal activity and other emergency incidents.

Whereas, the RNS also uses other databases, provided by both the vendor and the jurisdiction using the system to provide notification of people within a specified area or contained on a notification list of information that may impact them.

Whereas, this Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

Section 1. Purpose

This Agreement authorizes City of Kyle to use the RNS provided by CAPCOG. This Agreement supersedes any previous Agreement between the Parties.

Section 2. CAPCOG's Duties and Rights.

CAPCOG agrees to perform the duties assigned to it in the latest revision of the CAPCOG *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee, which is attached hereto as Exhibit A and incorporated into this Agreement.

At its sole discretion, CAPCOG may immediately disable City of Kyle user account while an

investigation into a possible violation by City of Kyle of the CAPCOG *Regional Notification System (RNS) Policies and Procedures* is being conducted or while the agreement is being terminated pursuant to section 5, below.

CAPCOG agrees to maintain current *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee, and to distribute all updates to City of Kyle within five (5) working days of approval.

CAPCOG agrees to maintain and make available all training materials related to the Regional Notification System on a dedicated website.

CAPCOG agrees to provide written materials to each participating jurisdiction that clearly identify the telephone contact information to be used to contact the RNS vendor when assistance is needed in making a notification using the system.

Section 3. City of Kyle Duties and Rights.

City of Kyle agrees to use the RNS solely in accordance with the latest revision of the CAPCOG *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee, which is attached hereto as Exhibit A and incorporated into this Agreement.

City of Kyle agrees to contact the RNS vendor at the telephone numbers provided by CAPCOG in accordance with Section 2, for guidance on operational issues or when City of Kyle needs assistance in making a notification using the system.

If City of Kyle receives a request under the Texas Public Information Act for disclosure of any of the 9-1-1 database information, including names addresses and telephone numbers of persons who have been notified using that portion of the RNS that derives its call list from the 9-1-1 database, City of Kyle agrees not to disclose the information prior to notification of CAPCOG's Director of Emergency Communications Division in writing within two business days of the receipt of the request.

Section 4. Agreement Term

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until this agreement is superseded by another agreement related to use of the RNS or cancelled in writing by either party.

Section 5. Termination

Either Party may terminate this Agreement at any time upon thirty calendar (30) days' prior written notice to the other Party. However, if City of Kyle violates the CAPCOG *Regional Notification System (RNS) Policies and Procedures* and does not correct the violation within five (5) business days after CAPCOG gives City of Kyle written notice of the violation, this constitutes grounds for termination of this Agreement. If City of Kyle fails to timely correct the violation after notice from CAPCOG, CAPCOG may terminate this Agreement by notifying City of Kyle, in writing, of its intent to terminate, and the Agreement terminates fifteen (15) calendar days after the date on the notice.

Section 6. Limitation of Liability and Governmental Immunity

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Section 7. Fees.

There is no cost to City of Kyle for use of the RNS.

Section 8. Notice.

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of

the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

City of Kyle Travis Mitchell
 Mayor
 100 W. Center St,
 Kyle Texas 78640

CAPCOG: Betty Voights
 Executive Director
 6800 Burleson Road, Building 310, Suite 165
 Austin, Texas 78744

Section 9. Miscellaneous

Each individual signing this agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken. The individuals legally authorized to execute this document will have the authority to negotiate and execute amendments to this agreement without further action by each party's governing body in such a way that would not constitute a substantive modification of the agreement's terms and conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the agreement must be approved by each Party's governing body.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By:

Betty Voights
Executive Director

City of Kyle

By:
Travis Mitchell
Mayor



CITY OF KYLE, TEXAS

Winn Family, LP - Zoning (Z-22-0095)

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 1 acre of land from Agriculture 'A' to Retail Service District 'RS' for property located at 23451 IH-35, in Hays County, Texas. (Winn Family LP - Z-22-0095) ~ *Will Atkinson, Senior Planner*

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

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

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Summary Letter
- Zoning Boundary Map
- Deed
- Landowner Authorization Letter
- Franchise Tax Account Status

Property Location 23451 IH-35, Kyle, Texas 78640

Owner Winn Family Limited Partnership
Andrew C Winn
PO Box 1727
Wimberely, TX 78676

Agent Al Carroll, P.E.
155 Riverwalk Dr.
San Marcos, TX 78666

Request Rezone 1- Acre "A" (Agriculture) to "RS" (Retail Services)

Vicinity Map

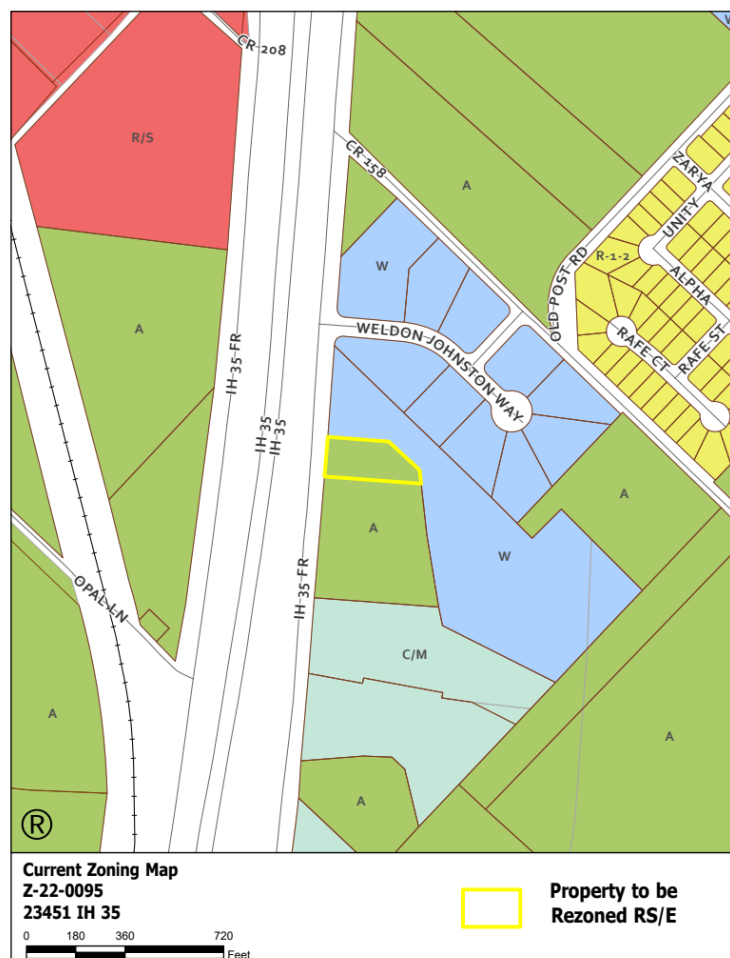


Site Description

The site is located at 23451 IH-35 and is approximately 1,000 feet south of the intersection of IH-35 and CR 158. The parcel is currently zoned "A" (Agriculture) and consists of approximately 5-acres. The 5-acre lot is largely vacant, with a single, incomplete, steel commercial building on site. The applicant, on behalf of the owner is requesting the northern 1-acre to be rezoned to the Retail Services (RS) zoning district.

To the north and east are businesses zoned for Warehouse with associated uses. To the south is a parcel zoned for Construction Manufacturing with four commercial buildings and associated uses. To the west is IH-35.

Current Zoning



Sec. 53-36. - Agricultural district A.

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

(Ord. No. 438, § 23, 11-24-2003)

Requested Zoning

RS (Retail Services District)

Sec. 53-480. - Purpose and permitted uses.

This district allows general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops., and the retail sale of goods and products (in the following listed use areas) to which value has been added on site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following: Any use permitted in CBD-1 or CBD-2 and RS districts as provided in [section 53-1230](#).

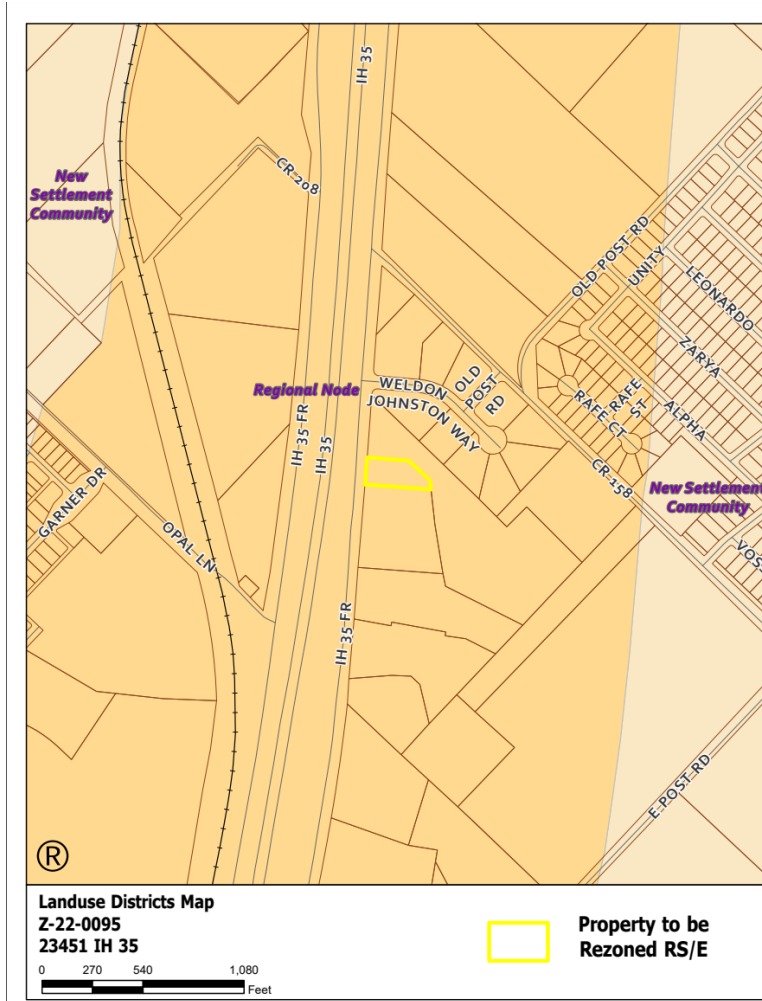
(Ord. No. 438, § 42(a), 11-24-2003)

Conditions of the Zoning Ordinance

Sec. 53-1205 Amendments

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

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



Comprehensive Plan Text

The subject site is located in the “Regional Node” District. The RS zoning district is recommended conditionally in the “Regional Node” District.

Current Land Use Chart

Regional Node

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

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

'Character':

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

'Intent':

The primary goal of the Regional Nodes is to capture commercial opportunities necessary to close Kyle's tax gap. To achieve this goal, these Nodes should draw upon anticipated regional growth and aggregate density to enhance value and activity levels in concentrated and visible locations. Regional Nodes should provide a mixture of uses that complements regional commercial activity, as well as encourage high intensity residential development. These Nodes should respond to other regional areas of growth, specifically along I-35 and FM 1626, and to growth toward Hwy 21, SH 45 and SH 130. The anchor of each Regional Node should be regional commercial uses, and Regional Nodes should have a high level of development intensity.

Analysis

The subject property is sited within the "Regional Node", along the north bound frontage road of IH-35. The 5-Acre site is inside the city limits and zoned for Agriculture (A). The

applicant wishes to rezone the property to Retail Services (RS), which is recommended per the comprehensive plan.

Development within the “Regional Node” is expected to develop in a higher density and intensity of use, as these nodes are generally at major intersections or along minor/major arterials like IH-35 or FM 1626. Generally, sufficient utilities exist to help serve applicable developments. The “RS” zoning district is recommended along the IH-35 corridor per the comprehensive plan. The “RS” district is largely a high turnover, point-of-sale centric land use model (restaurants, retail shops, etc.), though offices and hotels are also expected and encouraged within this area.

Existing Infrastructure

- IH-35 (TxDOT)
- Water (City of Kyle)
- Wastewater (City of Kyle) – nearing completion (95% +)
- Electricity = PEC

After rezoning the following permits will be required:

- Subdivision/platting
- Site Development Permit
- Conditional Use Permit (Building Façade)
- Commercial Building Permit

Recommendation

In conclusion, staff supports the rezoning from “A” (Agriculture) to RS (Retail Services) for the 1-Acre portion of the property. At the April 12, 2022, Planning & Zoning Commission meeting, the Commission voted 7-0 to recommend approval of the request. Staff asks the Mayor & Council to vote to approve the request.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 1 ACRE OF LAND FROM AGRICULTURE ‘A’ TO RETAIL SERVICE DISTRICT ‘RS’ FOR PROPERTY LOCATED AT 23451 IH-35, IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 1 acre to from Agriculture ‘A’ to Retail Services District ‘RS’ on property located at 23451 IH-35, Hays County, Texas and the property location map labeled ‘Exhibit B’.

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

SECTION 3. The associated location of the property, per metes and bounds, is attached as ‘Exhibit A’.

SECTION 4. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 5. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 6. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTIONS FOR REZONING PURPOSES ONLY

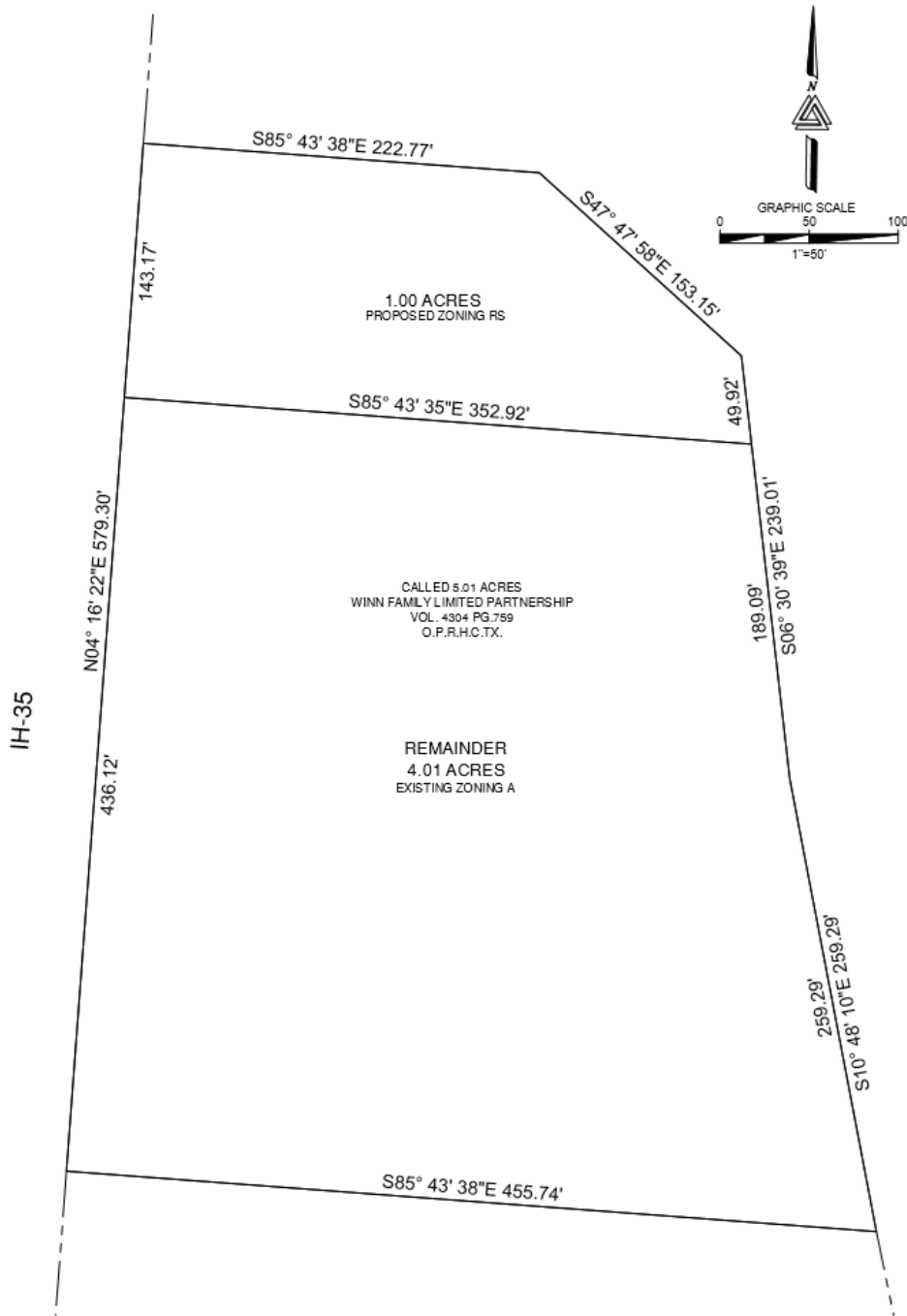


Exhibit B





February 18, 2022

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

Attn: Planning Department

RE: 23451 IH 35, Kyle, Texas 78640
(5.01 Acres out of the James W. Williams Survey Abs. 0473)

To whom it may concern,

Please accept this letter and the accompanying Zoning Change application, checklist, exhibit and accompanying legal description as a formal request to amend the Zoning Change Application submitted on January 25, 2022. At the time of annexation into the City of Kyle this property was zoned Agricultural (A). In order to develop the property, we are requesting that the zoning of the property be changed to Retail/Services (RS) in accordance with the attached exhibit and legal description. Should you have any questions or concerns please feel free to contact us.

Regards,

Al Carroll, P.E.
Civil Engineering Manager
San Marcos Division

SKETCH TO ACCOMPANY LEGAL DESCRIPTIONS FOR REZONING PURPOSES ONLY

IH-35

N04° 16' 22"E 579.30'

436.12'

143.17'

S85° 43' 38"E 222.77'

1.00 ACRES
PROPOSED ZONING RS

S47° 47' 58"E 153.15'

S85° 43' 35"E 352.92'

49.92'

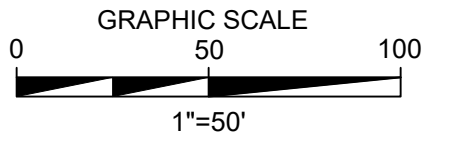
CALLED 5.01 ACRES
WINN FAMILY LIMITED PARTNERSHIP
VOL. 4304 PG.759
O.P.R.H.C.TX.

189.09'
S06° 30' 39"E 239.01'

REMAINDER
4.01 ACRES
EXISTING ZONING A

259.29'
S10° 48' 10"E 259.29'

S85° 43' 38"E 455.74'



Legal Description of 1.00 acres of land out of the James W. Williams Survey, A-473, Hays County, Texas; being a portion of that 5.01 acre tract conveyed to The Winn Family Limited Partnership, a Texas Limited Partnership, by deed dated March 22, 2012, and recorded in Volume 4304, Page 759 of the Official Public Records of Hays County, Texas; and being more particularly described as follows:

BEGINNING at the Northwest corner of the said 5.01 acre tract, same being on the West right-of-way line of Interstate Highway No. 35, for the Northwest corner of the tact herein described;

THENCE S 85° 43' 38" E, 222.77 feet, to the most Northerly Northeast corner of the said 5.01 acre tract, and of the tact herein described;

THENCE S 47° 47' 58" E, 153.15 feet, to the most Easterly Northeast corner of the said 5.01 acre tract, and of the tact herein described;

THENCE S 06° 30' 39" E, 49.92 feet, to the Southeast corner of the tact herein described;

THENCE N 85° 43' 35" W, 352.92 feet, crossing the said 5.01 acre tract, to the Southwest corner of the tact herein described, same being on the aforementioned West right-of-way line of Interstate Highway No. 35;

THENCE N 04° 16' 22" E, 143.17 feet, with the West right-of-way line of Interstate Highway No. 35 to the POINT OF BEGINNING, and containing 1.00 acres of land.

This description prepared for the sole purpose of rezoning the tact herein described.

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2012 12007333

Instrument Number: 2012-12007333

Recorded On: March 22, 2012 As
OPR RECORDINGS

Parties: DEVENPORT SALLY INDEPENDENT EXECUTRIX
To WINN FAMILY LP

Billable Pages: 4
Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS 28.00
Total Recording: 28.00

***** 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: 2012-12007333
Receipt Number: 298951
Recorded Date/Time: March 22, 2012 01:52:07P
Book-Vol/Pg: BK-OPR VL-4304 PG-759
User / Station: S Breland - Cashering #1

Record and Return To:

PATRICK G REHMET
PO BOX 1916
WIMBERLEY TX 78676



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

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

SPECIAL WARRANTY DEED

Date: 22nd March, 2012

Grantor: Sally Devenport, in the capacity of Independent Executrix of the Estate of James Buchanan Winn, III, Deceased, in Cause Number 12020-P in the County Court At Law No. 1, Hays County, Texas, Sitting in Matters Probate

Grantor's Mailing Address: 310 Hub Drive, Wimberley, Texas 78676
County of Hays

Grantee: The Winn Family Limited Partnership, a Texas Limited Partnership

Grantee's Mailing Address: 236 Winn Valley Drive, Wimberley, Texas 78676
County of Hays

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements): Being 5.01 acres of land, more or less, out of the James W. Williams Survey, A-473, Hays County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and by reference incorporated herein for all pertinent purposes.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made, delivered, and accepted subject to any restrictions, covenants, conditions and easements of record, if any, affecting said property, and any and all zoning laws, regulations and ordinances of municipal and/or governmental authorities of record in the Office of the County Clerk of Hays County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, its successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

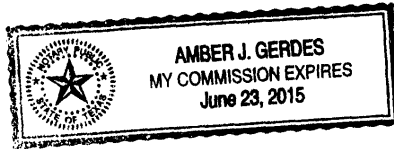
**ESTATE OF JAMES BUCHANAN WINN, III,
DECEASED**

By: Sally Devenport
SALLY DEVENPORT
INDEPENDENT EXECUTRIX

STATE OF TEXAS

§
§
§

COUNTY OF HAYS



This instrument was acknowledged before me on this the 22nd day of March, 2012, by **SALLY DEVENPORT**, in the capacity of Independent Executrix of the Estate of James Buchanan Winn, III, Deceased.

Amber J. Gerdes
Notary Public--State of Texas

After Recording Return To:
Patrick G. Rehmet
P.O. Box 1916
Wimberley, Texas 78676

1422 291

DESCRIPTION OF 5.01 ACRES, MORE OR LESS, OF LAND AREA IN THE JAMES W. WILLIAMS SURVEY, ABSTRACT NO. 473, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 63.97 ACRES IN A DEED FROM ED LUNDAY ET UX TO G.A. SCHULLE DATED JANUARY 11, 1944 AND RECORDED IN VOLUME 129, PAGE 2 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the east line of Interstate Highway No. 35 and that tract described as 5.03 acres in a deed from Ed Lunday et ux to the State of Texas dated June 28, 1934 and recorded in Volume 109, Page 162 of the Hays County Deed Records, for the northwest corner of this tract, from which a TXDOT concrete highway monument found in the northwest line of the Schulle 63.97 acre tract for the northeast corner of the State of Texas 5.03 acre tract bears N 04° 47' 00" E 661.99 feet;

THENCE leaving the State of Texas 5.03 acre tract, Interstate Highway No. 35 and the PLACE OF BEGINNING as shown on that plat numbered 24366-97-c dated January 29, 1998 as prepared for Jim Winn by Byrn & Associates, Inc. of San Marcos, Texas, with the north line of this tract, the following two courses:

1. S 85° 13' 00" E 222.77 feet to a 1/2" iron rod set for an angle point, and
2. S 47° 17' 20" E 153.15 feet to a 1/2" iron rod set for the northeast corner of this tract;

THENCE with the east line of this tract, the following two courses:

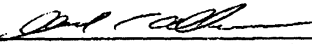
1. S 06° 00' 01" E 239.01 feet to a 1/2" iron rod set for an angle point, and
2. S 10° 17' 32" E 259.29 feet to a 1/2" iron rod set for the southeast corner of this tract;

THENCE with the south line of this tract, N 85° 13' 00" W 455.74 feet to a 1/2" iron rod set in the east line of the aforereferenced State of Texas 5.03 acre tract and Interstate Highway No. 35 for the southwest corner of this tract, from which a TXDOT concrete highway monument found for point of curvature bears S 04° 47' 00" W 302.81 feet;

THENCE with the common west line of this tract, the east line of the State of Texas 5.03 acre tract and Interstate Highway No. 35, N 04° 47' 00" E (this being the Bearing Basis for this description) 579.30 feet to the PLACE OF BEGINNING.

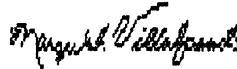
1422 292

There are contained within these metes and bounds 5.01 acres, more or less, of land area as prepared from public records and a survey made on the ground on January 29, 1998 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".



David C. Williamson, R.P.L.S. #4190

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



6-10-98 03:59 PM 9811822
KLEEN \$17.00
MARGIE T VILLALPANDO, County Clerk
HAYS COUNTY

CLIENT: Winn, J.
DATE: January 29, 1998
SURVEY: Williams, James W., A-473
COUNTY: Hays, Texas
JOB NO.: 24366-97
FND5.01

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: Being 5.01 acres of land, more or less, out of the James W. Williams Survey, Abs. 473, Hays County, Texas

of lots (if subdivided): 1 # of acres: 5.01

Site APN/Property ID #(s): R90524

Location: 23451 IH 35, Kyle, TX 78640 County: Hays

Development Name: _____

OWNER

Company/Applicant Name: Winn Family Limited Partnership

Authorized Company Representative (if company is owner): Andrew C Winn

Type of Company and State of Formation: Limited Partnership - Texas

Title of Authorized Company Representative (if company is owner): Co Manager

Applicant Address: PO Box 1727, Wimberley, Texas 78676

Applicant Fax: _____

Applicant Phone: (512) 847-5538

Applicant/Authorized Company Representative Email: omwegoto@gmail.com

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

X I hereby designate Al Carroll, P.E. (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: Andrew C. Winn Date: 2/22/2022

State of Texas §

§

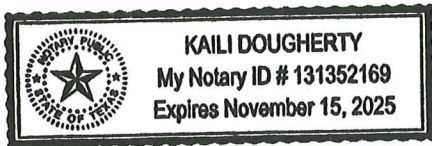
County of Hays §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).

SUBSCRIBED AND SWORN TO before me, this the 22nd day of February, 2022.

Kaili Dougherty
Notary Public's Signature

November 15, 2025
My Commission Expires



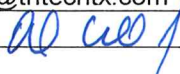
PROJECT REPRESENTATIVE

Representative Name: Al Carroll, P.E.

Representative Address: 155 Riverwalk Dr, San Marcos, Texas 78666

Representative Phone: (512) 440-0222

Representative Email: acarroll@tritechtx.com

Representative's Signature: 

Date: 2/22/2022

Franchise Search Results**Public Information Report**

As of : 04/05/2022 21:24:42

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.

WINN FAMILY, LP

Texas Taxpayer Number	32046870930
Mailing Address	PO BOX 1727 WIMBERLEY, TX 78676-1727
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	02/03/2012
Texas SOS File Number	0801546197
Registered Agent Name	ANDREW C WINN
Registered Office Street Address	236 WINN VALLEY DRIVE WIMBERLEY, TX 78676



CITY OF KYLE, TEXAS

Holiday Lights

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a purchase order to ILLUMINATION HOLIDAY LIGHTING, Austin, TX in an amount not to exceed \$29,679.00 for holiday lights for the the KRUG Activity Center and the largest Oak Tree at Mary Kyle Hartson City Square Park. This Council approval will also authorize staff to reprogram funds from the Historic Water Tower Festive Lighting project to provide funding for this expenditure. ~
Mariana Espinoza, Director of Parks & Recreation

Other Information: This proposal includes lighting the entire roof of the KRUG Activity Center from December 1, 2022-January 2, 2023 as well as an interactive light show on the largest Oak Tree at City Square Park.

Legal Notes:

Budget Information:

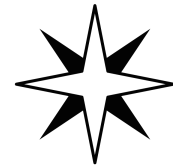
ATTACHMENTS:

Description

- Illumination Holiday Proposal



By



**ILLUMINATION
HOLIDAY LIGHTING**

Item # 16

The Concept: Old City Hall Lights & Decor

What: Turn Old City Hall into a beautiful lighting display for the community this holiday season.

How:

- Create a blanket of lights on the rooftop of the front, back and sides of building using large warm-white C-9 style bulbs.
- Install a light wall (curtain of warm-white mini lights) spanning the entire front, back, and sides surface of the Old City Hall

*Lights installed on all sides illuminating the building throughout the park

*Including Labor, Service, Lease, Preventative Maintenance, Take-down, and Storage



Smaller scale examples of:

← Curtain of Lights

Rooftop Light Blanket



Item # 16

The Concept: Park Light Show & Decor

[Click to View Video:](#)

What: Turn City Square Park into a themed light show this holiday season.

How: Trunk and Branch Wrap the Largest Historic Oak Tree in park with +10,000 smart programmable lights. Develop themed light show e.g. The Winter Blues; Look on the Bright Side; Classic Holiday etc. The show can have its own pallet of colors reflecting the theme and be programmed to a carousel of effects.

**WiFi/signal from nearby location will be required.*

The launch of the theme could be accompanied by an evening of an interactive light show.

- Realtime visualizer
- Immersive spacial effects
- AI Powered Light Show

Total Cost of Entire Project: \$29,679

***Including Labor, Service, Lease, Preventative Maintenance, Take-down, and Storage**



Our Lights

Top of the Line RGB Lighting:

- 16+ Million Available Colors
- Programmed carousel of effects
- Each of the 10,000+ pixels at City Square Park is individually addressable
 - 2D & 3D Mapping capabilities
 - Interactive vs dictated approach to programming allows for more variety and a more engaging experience

[Click to View Video](#)



Illumination Holiday Lighting does more than hang lights.
We design an experience and create a sense of place.



Item # 16

Our Promise

Design – We promise to design an elegant, creative display that will create a “Wow” effect for your property!

Service – Illumination Holiday Lighting strives to exceed your expectations at every opportunity. Illumination Holiday Lighting focuses on making each display magical. We invest in each client to build long-term, satisfied customers. That’s why we have the highest customer satisfaction in the area with over 95% of our customers returning year after year. When we enter your property we’re becoming a member of your community. We take that responsibility seriously.

Products – Illumination Holiday Lighting only uses the BEST commercial grade LED products on the market. We source the highest quality and most energy efficient materials available. We have access to the best prices due to direct relationships with manufacturers and partnerships with the largest wholesalers in the world.

The Illumination Holiday Lighting Difference



Item # 16

Quality Customer Service

Spectacular Lights ALL Season Long - Weekly preventative service visits will take place with technicians on standby to keep installations in great condition throughout the season. These scheduled visits are to inspect the displays, adjust strands, fix issues before they arise, and ensure the displays maintain a high level of quality throughout the season.

Rapid Service - Same-day target, next-day guarantee.

We'll do whatever it takes to ensure you're satisfied.

Our Process

- **Design** - We take care to design a unique environment that wows the community. We work closely with you to ensure the final result is what you had in mind and works with your budget.
- **Electrical Audit** - We test every single outlet months before we begin an installation. Flagging outlets physically that need to be repaired and creating a detailed map.
- **Coordination of Street Closures** (if necessary) - Work with property managers to create a street closure schedule that has minimal impacts on the community.
- **Installation** - We work in a tidy, professional manner as a member of your community during our stay.
- **Walk-through** - We will ensure that you're happy with the final product before we finish our work.
- **Maintenance** - We have weekly preventive maintenance visits throughout the season to ensure everything is working properly and is maintained to the highest standard. If anything is out of place, we fix it on the spot.
- **Take-down** - When the season is over, we promptly take down and store the lights and decor.

Trusted Among the Best



**CEDAR
PARK**



VAIL RESORTS



**DEL AMO
FASHION CENTER**
A SIMON MALL



THE DOMAIN
A SIMON CENTER

CBRE



Item # 16 **TOWN OF
BRECKENRIDGE**

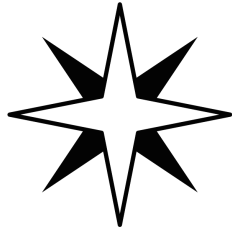
Questions? Please contact:

Owner

Daniel Szymanski

(737) 471-9627

dan@illuminationholidaylighting.com



**ILLUMINATION
HOLIDAY LIGHTING**

Item # 16



CITY OF KYLE, TEXAS

Towing Ordinance

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An Ordinance Amending Section 47-28 of the Code of Ordinances, Kyle, Texas and Amending the Tow-Away Zone Under Said Section, Relating to the Removal of Vehicles in No Parking Zones, Fire Access Roads, and Fire Lanes; Providing for Enforcement; Containing Findings and Other Provisions Relating to the Foregoing Subject; Providing for Severability; and Providing for Related Matters.
~ Paige Saenz, City Attorney

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Amend.Towing.Regulations.4.22

City of Kyle Ordinance No. _____

AN ORDINANCE AMENDING SECTION 47-28 OF THE CODE OF ORDINANCES, KYLE, TEXAS, AND AMENDING THE TOW-AWAY ZONE UNDER SAID SECTION, RELATING TO THE REMOVAL OF VEHICLES IN NO PARKING ZONES, FIRE ACCESS ROADS, AND FIRE LANES; PROVIDING FOR ENFORCEMENT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, in Ordinance No. 47-28, the City Council enacted regulations addressing the regulation of the stopping, standing, and parking of motor vehicles in the City of Kyle (the “City”) to prevent damage caused by traffic congestion, as well as decreasing the efficiency of traffic control and traffic flow efforts; and

WHEREAS, State law allows cities to regulate the stopping, standing and parking of motor vehicles; and

WHEREAS, the City Council finds and determines that vehicles unlawfully parked, stopped, or left standing, damage the public by causing traffic congestion, constituting safety hazards, as well as decreasing the efficiency of traffic control and traffic flow efforts during regular traffic, special events, and emergencies; and

WHEREAS, the City Council finds that the regulations adopted herein constitute a reasonable exercise of police powers, provide a suitable penalty for violations of regulations governing the stopping, standing, or parking of a vehicle, and promote; the public health, safety, and welfare;

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

Section 1. Findings. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

Section 2. Tow Away Zone Regulations. That Section 47-28 of the Code of Ordinances, Kyle, Texas, (the “Code”) is hereby amended in its entirety to read as follows:

Sec. 47-28. Tow Away Zones.

(a) Public Streets.

- (1) Notwithstanding any section of this chapter, any street, alley or city owned property or part thereof may be designated as a no parking tow-away zone by separate ordinance.
- (2) When signs or markings are placed giving notice thereof, no person shall park a vehicle in any area designated as a no parking tow-away zone.
- (3) Any person designated by the city may authorize the removal of a vehicle parked in a no parking tow-away zone or in a fire lane tow-away zone. The owner and operator of the vehicle are liable for all reasonable towing and storage fees incurred in the removal and storage of the vehicle.

(b) Fire Apparatus Access Roads and Fire Lanes.

- (1) It is unlawful to stop, park or stand any non-emergency motor vehicle in an area properly marked as a fire lane as designated by the Fire Marshal, so as to obstruct the same, in whole or in part.
- (2) Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in section 503.2.1 of the International Fire Code, as amended by this Code, and any area marked as a fire lane zone or as a no-parking tow away zone as described in section 503.3 of the International Fire Code, as amended by this Code, shall be maintained at all times. Section 503.4 of the International Fire Code adopted by the city is hereby amended to read as set forth in this section.
- (3) The Fire Marshal, assistant fire marshal, any fire inspector, any City code enforcement personnel, any member of the police department or any person approved by the City Manager is authorized to issue citations for violations of Section 47-28(b)(1) or (2).
- (4) Any person designated by the city may authorize the removal of a vehicle parked in a fire lane tow-away zone. The owner and operator of the vehicle are liable for all reasonable towing and storage fees incurred in the removal and storage of the vehicle.
- (5) Any unauthorized motor vehicle stopped, parked or left standing in a properly marked fire lane, a fire apparatus road, or a no-parking tow away zone as described in Section 47-28(b) as designated by the Fire Marshal, whether on public or private property, may be removed by or on the authority of the Fire Marshal or any person authorized to have vehicles towed under state law or this Code.

Section 3. Violations and Penalties. Any person who violates this Ordinance or part thereof

shall be guilty of an offense upon conviction thereof, shall be punishable by a fine not to exceed the sum set forth in Section 1-14 of the Code, as amended.

Section 4. Amendment of Conflicting Ordinances. Section 47-28 of the Code is hereby amended as provided in this ordinance. All parts of ordinances in conflict herewith are hereby amended to the extent of such conflict only. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance.

Section 5. Savings. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting towing and parking regulations within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 6. Severability. 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 hereof 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 7. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in the manner set forth in and required by the Local Gov't Code.

Section 8. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

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

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

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor



CITY OF KYLE, TEXAS

Memorandum of Understanding between Rural Capital Area Workforce Board, Inc.

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: Approve a Memorandum of Understanding between Rural Capital Area Workforce Development Board, Inc., Hays CISD and City of Kyle to work in partnership to implement the Teacher Externship Program. ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Teacher Externship MOU

**Memorandum of Understanding
Between
Rural Capital Area Workforce Development Board, Inc.
AND
City of Kyle
AND
Hays Consolidated Independent School District**

This Memorandum of Understanding (MOU) is entered into between the Rural Capital Area Workforce Development Board Inc. D. B. A. Workforce Solutions Rural Capital Area (WSRCA), City of Kyle (the City) and Hays Consolidated Independent School District (the CISD).

I. Purpose of Agreement

WSRCA, the City, and HCISD, will work in partnership and in coordination to implement the **WSRCA Teachers Externship Program** (the TE Program) for middle and high schools in the ISD as specified in this MOU and as outlined in the **WSRCA Teachers Externship Guide** (the Guide).

The Teachers Externship Program is designed to provide teachers an externship that provides an opportunity to engage in industry-related activities and learn how classroom content is applied in the real world. The externship informs teachers about the skill sets required for a given industry so students will develop an understanding of the academic and technical skills they need to enter the workforce and compete for jobs.

II. Duration of this Agreement

The parties hereto agree and understand that each of them may execute this agreement on different dates, but hereby acknowledge that the effective date of this MOU when fully executed by both parties shall be **March 4, 2022 - December 31, 2022**, or until it is cancelled by the parties in accordance with the terms set forth in **Section IX**.

III. Allocation of Costs

The consolidating parties in this project assume full responsibility for their respective costs associated with their performance of the terms of this Agreement unless specified in the **RCA1522EXT001**. Neither party will incur any financial obligations to the other outside of the Contract.

IV. Leveraged Funds

To meet the 25% required leverage, the City and ISD shall provide a cash or in-kind approximate leverage amount of **\$3500**. The leverage amount may change based on the final number of teachers in the externship. The parties may use their respective costs (salaries/travel), supplies and materials, costs of food, and/or value of contributions for the externships, toward the leveraged funds requirement. The salaries of the business for the time spent providing the externship may also be used for the leverage. **The Leveraged Funds Form** must be completed and submitted with the final invoice.

V. Stipend for Teachers

HCISD will provide a \$700 stipend to all teachers who attend the required Orientation and Wrap-up meetings, complete the externships and submit all required documents, data and information as listed in the WSRCA **Teachers Externship Guide**.

VI. Program Description

The Program will follow the model and processes and use forms in the Teacher Externships Guide. The ISD will target Middle School and High School teachers and counselors in the ISD. Each educator will be matched to a local business in an appropriate industry to observe how academic classroom content is applied in the real world. During the externship, educators will observe the application of academic skill sets required for a given industry.

Educators will gain insights into technical and academic skills, ethics, communication, interpersonal, and soft skills required at the worksites. Connecting classroom content to the workplace will motivate students to master the academic and technical skills needed to enter and successfully compete in the workforce.

The Teachers Externship Program includes:

- a) Orientation, minimum of six-hours.
- b) Job shadow workplace or virtual learning, minimum of 18 hours.
- c) Wrap-up and curriculum development minimum 6 hours.

VII. Responsibilities of Parties:

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree to the following.

A. WSRCA:

1. Serves as the grant recipient and fiscal agent.
2. Develops the required Memorandums of Understanding.
3. Directs Business Service Unit to assist with marketing the Program to appropriate businesses.
4. Provides a tracking spreadsheet to use for gathering specific data.
5. Data enters the required eligibility information into TWIST.
6. Submits progress reports and final reports to TWC.
7. Provides financial reporting to TWC.
8. Monitors the Program as per TWC requirements.
9. Participates in the Orientation by providing educators with updated career and labor market information.
10. Provides "Blanket Accidental Insurance" for the Teacher Externship Participants.
11. Reimburses ISDs for stipends paid to teacher who complete the Teacher Externships requirements.

B. City of Kyle:

1. Provided in-kind toward the required match.
2. Coordinates with the ISD to match educators to worksites based on workplace requirements and educator's subject area.
3. Recruits businesses to host minimum of 18 hours on site or virtual job shadowing worksites for educators.
4. Conducts Orientation as outlined in the TE Guide in coordination with the ISD for the educators and businesses.
5. Participates in the "Wrap Up and Curriculum Development Session" with the ISD.
6. Provides information to WSRCA for required reports to TWC.
7. Participates in the evaluation and encourages businesses to participate.
8. Completes the Final Report Form in coordination with the ISD.
9. Submits supporting documentation, by August 15, 2022.
10. Submits the Final Report by October 31, 2022.
11. Safeguard Personally Identifiable Information (PII)

C. Independent School District:

1. Provides funds or in-kind toward the required match.
2. Commits to implementing the 5-day Teacher Externships in accordance with the TE Guide & Forms.
3. Provides \$700 stipend to educators for participation & completion upon receipt of all requirements as established in the TE Guide.
4. Submits invoice and stipend supporting documentation by August 15, 2022.
5. Ensures teachers use the TE Guide & Forms.
6. Recruits the target number educators for the Program.
7. Maintains Eligibility Documentation file on each "Texas Teacher".
 - a) Verify US citizen or authorized to work; registered for selective service, if male; 18 years of age or older, for each educator prior to placement on the worksite.
 - b) Maintain an eligibility documentation file with copies of all eligibility for each Texas Teacher.
 - c) Log information into the tracking spreadsheet provided, by WSRCA.
8. Safeguards Personally Identifiable Information (PII).
9. Ensures Texas Teachers participating in the Program are Texas middle school teachers, high school teachers, school counselors or school administrators.
10. Provides tracking spreadsheet to WSRCA for TWIST data entry.
11. Assists the City in promoting the Program to employers.
12. Matches Texas Teachers to worksites based on workplace requirements and the educator's subject area.
13. Conducts Orientation as outlined in the TE Guide for educators in coordination with the City.
14. Conducts "Wrap Up and Curriculum Development Session" in coordination with the City.
15. Assists the City to conduct an evaluation of the Program with educators and employers.

16. Ensures Teacher provide the data and information requested in the TE Guide for reporting purposes.
17. Provides information and data to the City for all required reports to WSRCA within the timelines requested.

D. Parties will comply fully with:

1. Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
2. Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
3. Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
4. The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
5. The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
6. Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
7. Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
8. The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
9. The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.

VIII. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation, which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

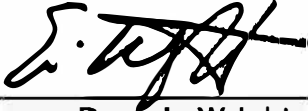
IX. Amendment or Cancellation of Agreement

This Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon 60 days written notice. If there is a material and significant breach of any of the provisions of this Agreement, the Agreement may be canceled for cause upon delivery of written notice to the other party.

APPROVED:

Name, Title
City of Kyle

Date



Name – Dr. Eric Wright
Title – Superintendent of Schools
Hays Consolidated ISD

March 23, 2022
Date

Paul Fletcher, Executive Director
Workforce Solutions Rural Capital Area

Date



CITY OF KYLE, TEXAS

STEP Grant Click It Or Ticket (CIOT FY22)

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: Authorize the City Manager to apply for and accept a STEP (Selective Traffic Enforcement Program) enforcement grant in an amount no greater than \$5,000.00 from the Texas Department of Transportation and authorize matched funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$1,000 to fund a STEP Grant Program for an enforcement period beginning May 23, 2022 through June 5, 2022. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Request Council to Authorize TXDOT STEP CIOT Grant FY22



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: April 18, 2022

To: Jeff Barnett, Chief of Police

CC: Pedro Hernandez, Captain; Tim Griffith, Lieutenant

From: Tracy Vrana, Sergeant Traffic Enforcement Division

Re: **Request to Authorize the City Manager to Apply for and Accept TXDOT STEP CIOT Grant 2022**

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by TXDOT. STEP enforcement is focused on reducing crashes, crash-related injuries and deaths across Texas. Per TXDOT's (KA) crash data analysis, certain areas of the City of Kyle require focused traffic enforcement to reduce the number of these injuries. TXDOT has determined that the Kyle PD is eligible for a STEP-CIOT (Click It Or Ticket) grant for 2022 to support this effort.

After careful review, the Kyle Police Traffic Enforcement Division is seeking approval to authorize the City Manager to apply for and utilize federal funds to increase traffic enforcement for an ultimate goal of reducing injury and death resulting from automobile crashes. This is a STEP grant focused on traffic enforcement for vehicle passenger restraint systems for designated zones which are, per TXDOT's KA data, determined to be hotspots for serious crashes involving those not wearing seatbelts or other restraints. Our hope is that we can reduce the number of those motorists killed or seriously injured on our roadways.

Subject/Recommendation:

Authorize the City Manager to apply for and accept a STEP enforcement grant in an amount no greater than \$5,000.00 from TXDOT and authorize matched funding from the Police Department's approved operating budget for FY 2021-2022 in an amount not to exceed \$1,000 to fund a STEP Grant Program for an enforcement period beginning May 23, 2022 through June 5, 2022.

Other Information:

This grant is funded at an estimated 80% from TXDOT with a required estimated 20% City match. The total estimated amount of \$5,000.00 (\$4,000 TXDOT funds, \$1,000 City funds) will be used to fund an estimated 60 hours of traffic enforcement at an average overtime rate of \$66.00 per hour based on individual officer salaries. The Kyle Police Department will fund an estimated 20% match using fringe benefits for a total amount not to exceed the \$1,000.00 amount. Funding for the fringe match will be pulled from the police department's operating budget.

Sgt. T. Vrana

Traffic Enforcement Division



512-268-3232 512-268-2330

111 North Front Street, Kyle, TX 78640



CITY OF KYLE, TEXAS

Crosswinds MUD ILA

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: Approval of an Interlocal Agreement between the City of Kyle (“City”), a Home Rule municipality located in Hays County, Texas, and Crosswinds Municipal Utility District.
~ *James R. Earp, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- CMUD ILA with City of Kyle (Building Permits)
- CMUD - Order Adopting Rules and Regulations

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KYLE
AND CROSSWINDS MUNICIPAL UTILITY DISTRICT**

This **INTERLOCAL AGREEMENT** (the “Agreement”) is entered into by and between the City of Kyle (“City”), a Home Rule municipality located in Hays County, Texas, and Crosswinds Municipal Utility District (the “District”), a conservation and reclamation district operating pursuant to Chapters 49 and 54 of the Texas Water Code. The City and the District are sometimes referred to herein collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the District contains approximately 445 acres in Hays County, Texas, and is currently being developed into a residential subdivision and is located wholly within the City’s extraterritorial jurisdiction (ETJ);

WHEREAS, the City provides water and sewer service to the District pursuant to the Retail Water and Wastewater Agreement dated July 3, 2015;

WHEREAS, the Parties each have the common goal to provide and ensure reasonably clean and well managed home building activities;

WHEREAS, since the City provides the water service to the District, the District lacks the ability to have reasonable enforcement over homebuilders within the District regarding violations of the District’s Rules on Erosion and Sedimentation Controls;

WHEREAS, the Parties desire to enter into an agreement in order to promote orderly and efficient construction work and project facilities and work together to enforce the District’s Rules on Erosion and Sedimentation Controls; and

WHEREAS, the actions taken by the City and the District under this Agreement are authorized by, among other laws, Section 791.011 of the Texas Government Code;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I.
DEFINITIONS**

- 1.01.** “Agreement” means this Interlocal Agreement.
- 1.02.** “City” means the City of Kyle, Texas.
- 1.03.** “District” means Crosswinds Municipal Utility District.

1.04. “District Rules on Erosion and Sediment Controls” means the District’s Rules on Erosion and Sediment Controls, adopted by the District on _____, 20__ requiring Developers, Builders, Contractors and owners of subdivided lots, among other requirements, to install and implement sound and effective stormwater, erosion and sediment control measures during construction. A copy of the District’s Rules on Erosion and Sediment Controls are attached as Exhibit A. These will sometimes be referred to as “the Rules”.

1.05. “Effective Date” means the last date on which this Agreement has been approved by the governing body of both Parties.

1.06. “Termination Date” means the date on which the City and the District mutually agree to terminate this Agreement.

II. APPROVAL OF AGREEMENT

2.01. City Approval. This Agreement was approved by the City Council of the City pursuant to the requirements in Texas Government Code Chapter 551.

2.02. District Approval. This Agreement was approved by an order adopted by the Board of Directors of the District pursuant to the requirements in Texas Government Code Chapter 551.

III. ASSISTANCE WITH ENFORCEMENT OF THE RULES

3.01. District Responsibility. The District shall be responsible for inspection and notifying Developers, Builders, Contractors and Owners of lots within the District of any excursions or violations of the Rules as required within the Rules. The District will further be responsible for making two written attempts to collect fines and providing notice to the City as required herein for the receipt of City assistance.

3.02. Assistance by the City. In the event the District, after two attempts to collect as required in Section 3.01, is unable to collect on any fines the District levies pursuant to the Rules, and provides notice of such to the City as provided herein, the City agrees, that the City shall either refuse to set a water tap or meter for the lot or house in questions or take other appropriate action in consultation with the District.

3.03 Notice of Inability to Collect Fines. The District shall make two written attempts to collect on any fines or fees pursuant to the Rules before seeking the City’s assistance pursuant to this agreement. If the District is unable to secure payment of those fines or fees, the District will provide the City notice of inability to collect along with the name and address of the person or company in violation as well as the physical address of the property in violation. The Notice may be provided electronically to buildingdepartment@cityofkyle.com or any other point of contact approved by the City.

3.04 Exchange of Information Upon Request. Upon request by the City, the District will provide the following evidence that the fines were properly levied pursuant to the Rules regarding any property that it seeks to have the City refuse water services or metering to:

- a) name and address of Owner,
- b) address of property,
- c) a copy of any written attempts to collect fines or fees,
- d) documentation, photographs, notes, and any other evidence of the violation made basis of the rule violation and related fines or fees,
- e) correspondence from the property owner regarding the violation or fines.

3.05. Division of Fines. The Parties agree that they will divide all fines paid related to violations of the Rules in equal shares starting from the Effective Date.

3.06. No Limitation of Authority. This Article III shall not be construed to limit the governmental authority or powers of either the City or the District, and each Party shall be entitled to exercise all powers reserved to it pursuant to applicable law and agreements.

IV. DEFAULT AND REMEDIES

4.01. Notice and Opportunity to Cure. If any Party fails to comply with any provision herein or otherwise defaults on any obligation hereunder, then the other non-defaulting Party shall provide written notice of default to the defaulting Party, stating with specificity the basis of the claimed default. The defaulting Party shall thereafter have a ten (10) day opportunity to cure the default after such written notice of default prior to the exercise of any remedy by the non-defaulting Party; provided, however, if the default is of such a nature that it cannot be cured within the 10-day cure period, the defaulting Party shall have a reasonable time to cure the default so long as the party initiates the cure within the original 10-day cure period and continues to prosecute such cure with all due diligence before the non-defaulting Party may exercise any available remedy due to such default.

4.02. Remedies. This Agreement may be enforced by a lawsuit at law or in equity, including an action for specific performance. It is expressly understood that the granting of equitable remedies may, and probably will, be necessary in the event of a default hereunder. Except as provided in Section 4.03 below, in no event shall any Party to this Agreement be liable to the other Party for monetary damages, including without limitation, any speculative, indirect, consequential or punitive damages.

4.03. Attorneys' Fees. In the event it becomes necessary for either Party hereto to file a suit to enforce this Agreement or any provisions contained herein, the Prevailing Party (as defined below) in such action shall be entitled to recover reasonable attorneys' fees and court costs incurred by such prevailing party in such suit. The Parties agree that "Prevailing Party" means the Party

that successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages.

4.04. Governing Law; Venue. This Agreement has been prepared, is being executed and delivered, is intended to be performed in the State of Texas, and the laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement, without regard to any choice of law rules or principles to the contrary. The Parties hereby stipulate and agree that any suit or proceeding brought to enforce any obligation or covenant under this Agreement shall be brought in Hays County, Texas, it being stipulated and agreed that such county is the exclusive county for venue for any such suit or proceeding.

4.05 Defense. It is a defense to any purported breach on the part of the City that the unpaid fines claimed by the District were not properly levied pursuant to the Rules.

V. NOTICE

5.01. Any notice, communication, request, reply, or advice (severally and collectively referred to as “Notice”) given under this Agreement must be in writing. Notice may be given or served: (i) by depositing it in the United States Mail, postage paid, certified with return receipt requested, and addressed to the party to be notified; (ii) by electronic mail transmission with confirmation of delivery; and (iii) by personally delivering it to the party to be notified. Notice deposited in the mail will be effective three days after such deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties will be, until changed as provided below, as follows:

City:	City of Kyle Attn: <u>City Manager</u> <u>100 W. Center Street</u> <u>Kyle, Texas 78640</u> Email: ssellers@cityofkyle.com
District:	Crosswinds Municipal Utility District C/O Winstead PC Attn: Kim Studdard 401 Congress Avenue, Suite 2100 Austin, Texas 78701 Email: Kstuddard@winstead.com

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

VI.

TERM

6.01. Unless otherwise agreed to by the Parties, this Agreement shall remain in effect from the Effective Date until the Termination Date.

VII. GENERAL PROVISIONS

7.01. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

7.02. Costs and Expenses. Except as otherwise expressly provided herein, each Party will be responsible for all costs and expenses incurred by such Party in connection with the transaction contemplated by this Agreement. Payment for the performance of any government functions will be made from current revenues available to each Party.

7.03. Successors and Assigns. The assignment of this Agreement by any Party is prohibited without the prior written consent of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any permitted successors or assigns of that Party.

7.04. Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

7.05. Partial Invalidity and Severability. If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

7.06. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7.07. Amendments. This Agreement may be amended or modified only by written agreement duly authorized by the governing bodies of the Parties and executed by the duly authorized representatives of all Parties.

7.08. Further Assurances and Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

7.09. Governmental Powers. Neither the City nor the District waives or surrenders any of its respective governmental or legislative powers, immunities or rights by execution of this Agreement or actions taken in satisfaction of the obligations hereunder, except to the limited extent waived pursuant to this Section 8.09. The City and the District mutually waive their governmental immunity from suit and liability only as to an action brought by the other to pursue the remedies set forth in Article V of this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Agreement is intended to waive any claims, defenses or immunities that the City or the District may have with respect to an action brought by a person or entity not a party to this Agreement. This Agreement only pertains to governmental functions of each entity and only those powers that are held by the City and District under Texas law.

7.10 Indemnification. The District will indemnify and hold harmless (and at request, defend) the City, and each of their respective Councilmember's, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) that arise out of, pertain to, or relate to the City refusing to set a water tap or meter for a lot or house noticed by the District to be properly fined pursuant to this agreement, except to the extent the claim arises from the sole, comparative, or contributory negligence, recklessness, or willful misconduct of the City. The City will give the District prompt written notice of any such claim of loss or damage and will cooperate with the District, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with the City's interests. Notwithstanding the foregoing, indemnitees shall have the right to engage their own counsel for the purposes of participating in any defense if the District fails or refuses. In no event shall the District agree to the settlement of any claim described herein without the prior written consent of the City. Exercise of this Indemnification provision in no way constitutes a waiver of any immunity, privileges, protections, or defenses, including sovereign immunity, afforded to the Parties.

7.11. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

7.12. Entire Agreement. This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

CITY OF KYLE,
a Home Rule municipality

Travis Mitchell, Mayor

DATE: _____

ATTEST:

Name:
Title: City Secretary

CROSSWINDS MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

Amy Laine, President
Board of Directors

DATE: _____

ATTEST:

Elizabeth Edwards, Secretary
Board of Directors

EXHIBIT A
DISTRICT RULES ON EROSION AND SEDIMENT CONTROLS

[ATTACHED]

ORDER ADOPTING RULES AND REGULATIONS
June 13, 2019

THE STATE OF TEXAS §
COUNTY OF HAYS §
CROSSWINDS MUNICIPAL UTILITY DISTRICT §

We the undersigned officers of the Board of Directors (the "Board") of Crosswinds Municipal Utility District (the "District"), hereby certify as follows:

The Board convened in regular session, open to the public, on June 13, 2019 at its office outside the District and the roll was called of the members of the Board, to-wit:

Amy Laine	President
Lee Weber	Vice President
Elizabeth P. Edwards	Secretary
Anthony Dell'Abate	Treasurer/Asst. Secretary
Michael Gideon	Assistant Secretary

All members of the Board were present.

Whereupon, among other business conducted by the Board, Director Laine introduced the order set out below (the "Order") and moved its adoption, which motion was seconded by Director Edwards and after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye" 5 ; "No" 0 .

The Order thus adopted is as follows:

WHEREAS, Pursuant to Texas Water Code §§ 11.037, 49.004, 49.057, 51.127, 51.303 and 54.205, and 30 Texas Administrative Code § 293, Subchapter J, as needed, the District is authorized to adopt and enforce reasonable rules and regulations to (1) govern the affairs of the District to perform its purposes; (2) secure and maintain safe, sanitary and adequate plumbing installations, connections and appurtenances; (3) preserve the sanitary condition of water controlled by the District; (4) prevent waste or the unauthorized use of water controlled by the District; (5) regulate privileges on land and easements of the District; (6) provide and regulate a safe and adequate freshwater distribution system; (7) provide for the supply, use, distribution and payment for water; and (8) establish reasonable civil penalties for breach of its rules and regulations; and

WHEREAS, the Board has determined that its existing rules and regulations are in need of amendment to maintain consistency with changes in law, improve specificity and clarity, provide for improved enforcement, confirm its standard schedule of civil penalties for certain violations of its rules and regulations, and add new rules and regulations.

NOW THEREFORE, THE BOARD OF DIRECTORS OF CROSSWINDS MUNICIPAL UTILITY DISTRICT ORDERS THAT:

1. The rules and regulations, attached hereto as **Exhibit "A"** (the "Rules and Regulations") are hereby adopted;
2. A substantive statement of the Rules and Regulations shall be published as required by law;
3. The Rules and Regulations shall become effective five (5) days after such publication requirements have been satisfied (the "Effective Date");
4. Any prior rules and regulations adopted by the District shall be of no force and effect with respect to any event occurring on or after the Effective Date, and, if exist, are hereby rescinded as of the Effective Date;
5. If any provision, section, sentence, clause, or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Order or the application to such other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board in adopting this Order, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision; and
6. The Secretary of the Board is hereby directed to file a copy of this Order in the principle office of the District. This Order shall be and remain in full force and affect from and after the date of filing.

PASSED AND APPROVED THIS 13th day of June, 2019



Lee Weber, Vice President
Board of Directors

Attest:



Elizabeth P. Edwards, Secretary
Board of Directors

EXHIBIT "A"

EXHIBIT "A"

Crosswinds Municipal Utility District, Hays County, Texas

Rules and Regulations

Rule 1.01 Erosion and Sedimentation Controls

(a) **Erosion and Sedimentation Controls Required.** Developers, Contractors, Builders and all owners of a lot subdivided by plat recorded in the official public records of Hays County, Texas (a "Lot") shall comply with all Environmental Protection Agency ("EPA") and TCEQ regulations regarding stormwater, and shall install and implement sound and effective stormwater, erosion and sediment control measures. All temporary sediment and erosion control measures must be completed prior to the commencement of any development or construction activities on any Lot or Construction Site.

(b) **Maintenance.** Developers, Contractors, Builders and Lot owners shall constantly maintain erosion and sediment control measures in proper condition to ensure that such controls function in a sound and effective manner, and may rely on the City of Austin's Environmental Design Criteria Manual as a guide to proper maintenance.

(c) **Containment of Construction Debris.** The dumping of construction debris, refuse and dirt (collectively "Construction Debris"), and the washout of construction vehicles and equipment, is prohibited on any property (public or private) other than the Lot for which the material is designated. All Contractors and Builders must maintain on the Construction Site a sufficient, secure container for the disposal of Construction Debris at all times during any construction activity within the District. All Construction Debris must be placed within the approved containers and properly managed.

(d) **Storage of Construction Materials.** Construction Debris, dirt, mud and other construction materials may not be stored or accumulated on any street right-of-way within the District or District Facility.

(e) **Repair or Replacement by District.** The District's Board authorizes the General Manager to repair or replace defective sedimentation and erosion control measures, and any damaged District Facility or Facilities that are not repaired by the responsible Contractor or Builder after the General Manager notifies the Contractor or Builder of a Violation. In addition to any civil penalty issued by the District, the District's Board authorizes the General Manager to issue an invoice for Restoration Costs incurred by the District in such repair or replacement.

(f) **Responsibility for Failure to Comply.** Any Developer or Builder that fails to implement or maintain sediment and erosion controls in accordance with this Rule shall be responsible for damage to any District Facilities due to erosion or stormwater runoff, and shall repair any such damage immediately under the supervision of a District Representative.

Developers, Builders and Lot owners shall be responsible to the District for the failure of any of their respective Contractors to comply with the requirements of this Rule.

(g) **Erosion Control Inspections.** The District or General Manager or the District's consultants may conduct inspections of all sediment and erosion control measures, including, without limitation, verification of silt fencing, inlet protection and containment of Construction Debris ("Erosion Control Inspections"), on a regular or periodic basis.

Rule 1.02 Additional Requirements for Single Family Residential Projects

- a) **Deposits.** Builders of Single Family Residences within the District shall fund and maintain a builder deposit. Builder Deposits may be applied to pay Inspection Costs, Civil Penalties, Abatement Costs and Restoration Costs, as applicable, if payment for such costs has not been received within thirty (30) days of issuance of a written invoice or request for payment by the District.
- b) **Quarterly Meetings.** The General Manager and District Engineer will be available for quarterly meetings with all Builders. All Builders are encouraged to attend, but failure to attend will not constitute a Violation of these Rules.

Rule 1.03 Violations

- a) Any Person that violates or otherwise fails to comply with any Rule set forth herein, or commits an act described herein as a "Violation," commits a violation of these Rules (a "Violation").

Rule 1.04 Enforcement Procedure

(a) **Notice of Violation.** The District's Board authorizes the General Manager to send written notice of a Violation to any Customer or other Person that commits a Violation, without further action by the Board. Notwithstanding the foregoing, the General Manager or other District Representative may elect to provide notice of a violation verbally if such Violation is observed during an Erosion Control Inspection or any other inspection. Any notice of Violation, whether issued in writing or verbally, shall be referred to herein as a "Notice of Violation".

(b) **Contents of Written Notice of Violation.** A written Notice of Violation shall set forth following: (1) a description of the Violation and identification of the Rule that has been violated; (2) the date the Violation occurred or was observed; (3) that the Violation may be contested at the next regular Board meeting; (4) the name and contact information of the District Representative that may be contacted to discuss the Notice of Violation; and (5) the date the Violation must be abated or cured in order to avoid further District action, if applicable. A written Notice of Violation may include notice of multiple violations committed by the same Person. A written Notice of Violation may be issued by certified mail, hand delivery, or electronic mail.

(c) **Compliance Inspection.** If applicable, the General Manager shall inspect the Violations cited in a Notice of Violation not later than five business (5) days after the date of issuance by the General Manager of the Notice of Violation to determine whether the Violation has been cured or abated ("Compliance Inspection"). If the Violation has not been cured or abated, or the Violation has reoccurred, the failure to cure or abate such Violation shall constitute an additional

Violation and the General Manager may issue an additional Notice of Violation. The General Manager may continue to conduct Compliance Inspections until the Violation has been cured or abated to the General Manager's satisfaction, and is no longer reoccurring. To the extent that a Violation is incapable of cure or abatement within five (5) days, notwithstanding reasonable and diligent efforts, the General Manager may negotiate and present to the Board for approval a compliance agreement providing for the cure or abatement of the Violation.

(d) Opportunity to Address Board. Any Customer or other Person that has received a Notice of Violation will have the right to contest the Violation or any action of the District in connection therewith at a regular Board meeting. The General Manager or other applicable District Representative will have the opportunity to discuss and present evidence of the violation at the meeting, and the Person contesting the Violation will have the opportunity to respond and present evidence to the Board at such meeting. If the Person accused of the Violation does not appear to be heard on the Violation, the right to contest the Violation will be deemed waived.

(e) Evidence of Violation. Any evidence of a Violation, including without limitation photographs, reports, witness statements, affidavits and other records obtained or prepared by the General Manager will be made available to a Person accused of a Violation upon written request.

Rule 1.05 Penalties and Remedies.

(a) Civil Penalties. The General Manager is authorized by the Board to impose civil penalties in accordance with the schedule of civil penalties adopted set forth in **Appendix 2** ("Penalty Schedule"), for any Violation. No Board action is required prior to the imposition of a civil penalty by the General Manager, provided that the amount of the civil penalty is supported by the Penalty Schedule or expressly set forth in another Rule. In the event that a Person commits a Violation for which no civil penalty has been authorized in the Penalty Schedule or otherwise expressly set forth in another Rule, the General Manager shall present the Violation to the Board with a recommended civil penalty. The civil penalty for any individual Violation shall not exceed the jurisdiction of a justice court as provided by Texas Government Code § 27.031. A civil penalty issued hereunder may be enforced by complaint filed in the appropriate court of jurisdiction in Hays County, Texas. If the District prevails in a suit to enforce its rules, it may in the same action recover reasonable fees for attorneys, expert witnesses and other costs incurred. In addition to the imposition of a civil penalty by the General Manager, the Board may exercise its rights to pursue any other enforcement remedies set forth in this Rule or otherwise available at law or in equity.

(b) Recovery of Costs and Damages. In addition to any civil penalty or other remedy imposed hereunder, a Person that commits a Violation is responsible and liable for any and all costs, expenses, fees, fines, penalties, and damages incurred by the District as a result of such Violation, including any Abatement Costs as defined, together with all costs necessary to restore any District Facilities or other property of the District damaged as a result of such Violation to their respective conditions prior to the Violation (collectively, "Restoration Costs"). Restoration Costs may be invoiced separately, or invoiced on an applicable Penalty Invoice, and in either case shall be payable in accordance with the payment provisions related to Penalty Invoices. The General Manager is authorized to issue invoices for Restoration Costs without the further approval of the Board if expressly authorized by these Rules.

(c) Abatement of Violation by District. The General Manager shall have the authority to take such actions as are reasonable and necessary to cure or abate a Violation if: (1) expressly authorized by these Rules; or (2) a Customer fails to cure or abate a Violation within the time permitted after the issuance of a second Notice of Violation. In either case, the Person that committed the Violation shall be responsible and liable for the costs incurred by the District in the cure or abatement of the Violation, including without limitation, administrative, legal, engineering, laboratory, materials, construction, repair, replacement, and maintenance costs, plus a fifteen percent (15%) administrative fee (collectively "Abatement Costs"). Abatement Costs may be invoiced separately, or invoiced with an applicable Penalty Invoice, and in either case shall be payable in accordance with the payment provisions related to Penalty Invoices. Provided, however; the Board or the General Manager may waive the Administrative Fee.

- (d) Civil Action to Enforce Rules.** Pursuant to Texas Water Code § 49.004, the District may enforce its rules by a civil suit filed in the appropriate court of jurisdiction in Hays County, Texas. Under Texas Water Code §§ 51.128 and 54.206, the District's Rules are recognized by the courts in the same manner as penal ordinances of a city, which may be enforced by a civil action under Texas Local Government Code § 54.012. If the District prevails in a suit to enforce its rules, it may in the same action recover reasonable fees for attorneys, expert witnesses and other costs incurred.
- (e) Criminal Prosecution.** Pursuant to Texas Water Code § 51.241, a Person who commits a Violation of these Rules commits a criminal offense classified by statute as a Class C misdemeanor, and such Person may be prosecuted for such offense in a Justice Court or Municipal Court under Articles 4.11 and 4.14 of the Texas Code of Criminal Procedure. Any Violation may be reported to local authorities and/or prosecutors. Persons prosecuted for violation of these Rules and Regulations shall also be subject to any additional federal, state, and local criminal and penal provisions.
- (f) Report to Regulatory Authorities.** The District may report a violation of any Legal Requirement to appropriate governmental authorities, including without limitation the United States Fish and Wildlife Service, TCEQ, the PUC, the City of Kyle and Hays County.
- (g) Peace Officers.** The District may contract for or employ its own peace officers with power to make arrests when necessary to prevent or abate the commission of offenses of these Rules of the District, damage to property owned, controlled or operated by the District, and any offenses against the laws of the State.
- (h) Remedies Cumulative.** All penalties accruing under this Rule 1.01 are cumulative and a suit for the recovery of any penalty does not bar or affect the recovery of any other penalty or remedy, or bar any criminal prosecution, against any Customer or other Person.

APPENDIX 1

Defined Terms and Phrases

"Applicant" means a Person requesting any Service or approval from the District.

"Board" means the Board of Directors of the District.

"Builder" means a Person that constructs, or enters into a contract to construct, one or more Single Family Residences within the District.

"Contractor" means a Person that performs site development work, installs or constructs infrastructure or utilities, or constructs a Structure or portion thereof, on behalf of a Developer, Builder or other Customer, or any other Person performing any construction activities or trade services (including plumbers, electricians, carpenters and other tradesmen) within the political boundaries of the District.

"Customer" means any Person provided with any Service by the District. Without limiting the generality of the foregoing, the term "Customer" as used herein may include residents of the District, Builders, Contractors, Developers, and other political subdivisions. A Person residing in a duplex, apartment, condominium or other multifamily residential Structure shall not be considered a "Customer" of the District for purposes of these Rules unless such resident's Dwelling Unit constitutes an Individually Metered Dwelling Unit.

"Developer" means a Person who owns a tract of land within the District and who has divided or proposes to divide the tract into two or more parts to lay out a subdivision of the tract, including an addition to a municipality, or to lay out suburban, building, or other lots, and to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

"Director" means a Person appointed or elected to the Board of Directors.

"District" means Crosswinds Municipal Utility District, a political subdivision of the State of Texas, organized as a Municipal Utility District under the provisions of Article XVI, Section 59, Texas Constitution, and, among other powers, possessing the rights and powers enumerated by Chapters 49 and 54 of the Texas Water Code.

"District Engineer" or "Engineer" means a Person that has entered into a contract with the District to design District facilities, review plans on behalf of the District, perform engineering inspections on behalf of the District, and perform any additional services as set forth in an applicable contract with the District.

"General Manager" means the Person that is: (1) identified as the "Project Manager" the District's contract with the Operator; or (2) an employee of the District designated by the Board as the General Manager. The term "General Manager" includes any designee of the General Manager.

APPENDIX 2
Schedule of Civil Penalties

Category	District Rule(s)	Amount of Civil Penalty Authorized		
		1st Violation	2nd Violation	Other Violations
Erosion Control	8.06	\$500.00	\$750.00	\$750.00



CITY OF KYLE, TEXAS

Crosswinds MUD Withholding Tap Ordinance

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas Providing for withholding of Water Taps and Water Meters or Other Reasonable Enforcement Actions to be taken for Crosswinds Municipal Utility District Properties that are out of Compliance with the Rules on Erosion and Sediment Control. ~ *James R. Earp, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Crosswinds MUD Withhold Tap Ordinance

ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS PROVIDING FOR WITHHOLDING OF WATER TAPS AND WATER METERS OR OTHER REASONABLE ENFORCEMENT ACTIONS TO BE TAKEN FOR CROSSWINDS MUNICIPAL UTILITY DISTRICT PROPERTIES THAT ARE OUT OF COMPLIANCE WITH THE RULES ON EROSION AND SEDIMENT CONTROL

WHEREAS, the City of Kyle is a home rule municipality; and,

WHEREAS, the City of Kyle provides water services to properties in the Crosswinds Municipal Utility District (Crosswinds MUD); and,

WHEREAS, the Crosswinds Municipal Utility District enforces environmental, health, and safety regulations including the Rules on Erosion and Sediment Control (the Rules), through fines; and,

WHEREAS, Crosswinds MUD requested assistance from the City of Kyle in enforcing the Rules Control; and,

WHEREAS, the City of Kyle and Crosswinds MUD entered into an agreement wherein the City of Kyle will assist with enforcement by withholding water tap and water meters or taking other appropriate measures for properties failing to adhere to the Rules or pay related fines; and,

WHEREAS, the City Council finds that the regulations established herein are adopted for the purpose of promoting the public health, safety, and welfare, the economic health and development of the City, and the aesthetic welfare of the City.

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

Section 1. The findings set forth in the Ordinance are hereby in all things approved.

Section 2. Section 50-31 of the City of Kyle Code of Ordinances is hereby added to read as follows:

Sec. 50-31 Enforcement for Crosswinds Municipal Utility District Properties.

The City may take enforcement action against properties located within the bounds of the Crosswinds Municipal Utility District that are subject to enforcement actions by the Crosswinds Municipal Utility District for failure to comply with the Rules on Erosion and Sediment Control. Enforcement could include withholding water meters, withholding water taps, or other similar enforcement methods.

Section 3. To the extent any resolution or ordinance previously adopted by the Council in inconsistent with this Ordinance, it is hereby amended to the extent of a conflict herein.

Section 4. The meeting at which this Ordinance was approved was in all things conducted in compliance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022

PASSED AND FINALLY APPROVED THIS _____ DAY OF _____, 2022

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Trip Report and Update Requirement

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: Discussion on requirement for Council to report and update the rest of council after traveling for the City on the following meeting after the trip, to include possible amendment to the rules of council. ~ *Daniela Parsley, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Washington DC Update

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: Discussion and update from meeting with lobbyist in Washington DC. ~ *Daniela Parsley, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Overhead Lines on 150 East

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: Discussion and possible action regarding overhead lines on 150 East. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 20220502_185849
- ☐ 20220502_185830
- ☐ 20220502_185747
- ☐ 20220502_185811
- ☐ 20220502_185741
- ☐ 20220502_185724
- ☐ 20220502_185715
- ☐ 20220502_185513
- ☐ 20220502_185017



















Rosalito Tobias
ELEMENTARY SCHOOL
TEACHER OF THE YEAR
MRS. MICHELLE VANDEWALLE
CONGRATULATIONS

Loop 1



CITY OF KYLE, TEXAS

S. Old Stagecoach Road, Conestoga
Dr. and Scott Street

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: Discussion and possible action regarding safety issues on S. Old Stagecoach Road, Conestoga Dr. and Scott Street, to include discussion regarding amendments to the City of Kyle's Transportation Master Plan. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

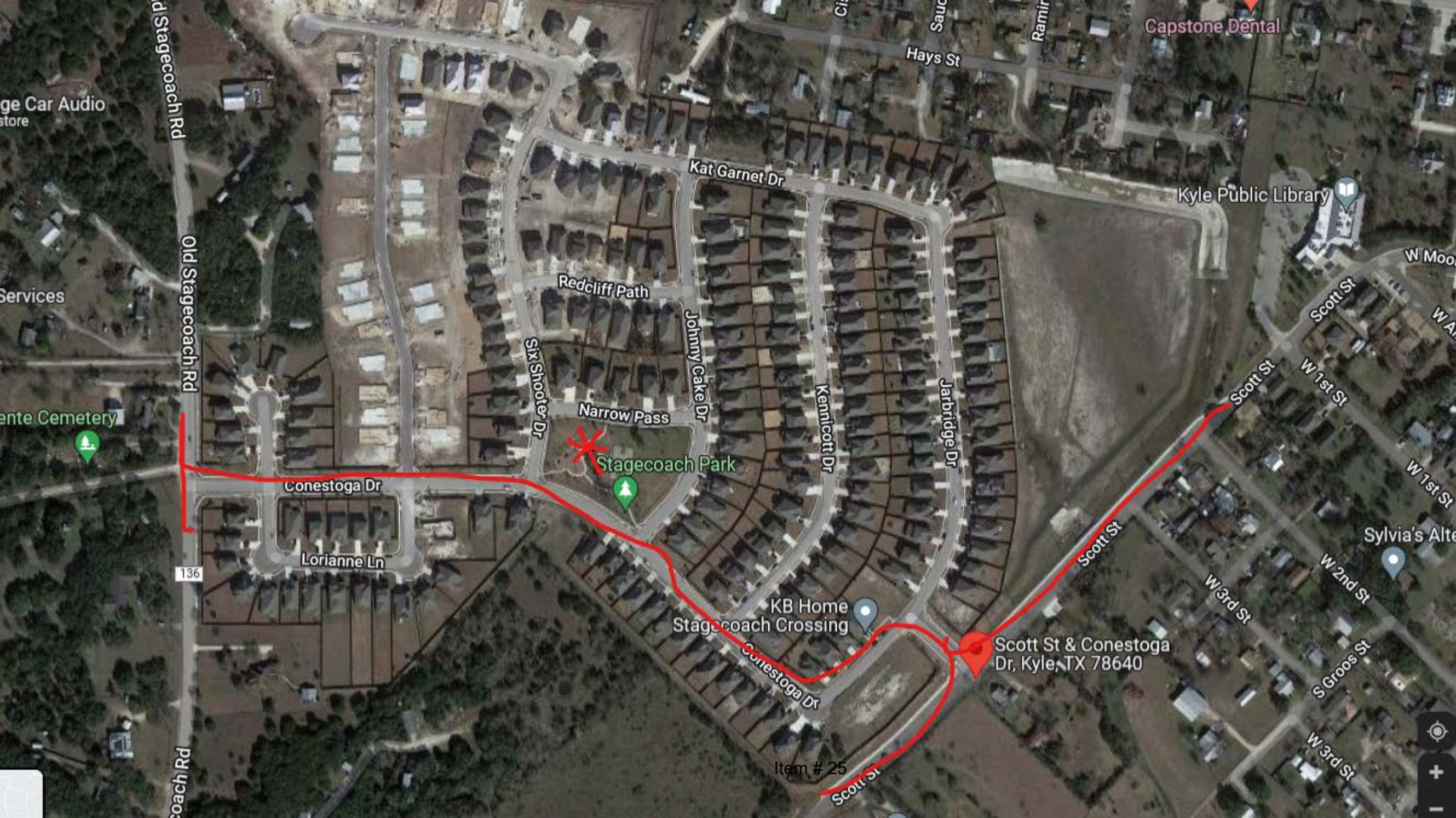
Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Back up Material (Old Stagecoach Conestoga-Scott)



Old Stagecoach Rd

Old Stagecoach Rd

136

Old Stagecoach Rd

Car Audio store

Services

Cemetery

Capstone Dental

Kyle Public Library

Kat Garnet Dr

Redcliff Path

Six Shooter Dr

Narrow Pass

Stagecoach Park

Johnny Cake Dr

Kennicott Dr

Jarbridge Dr

Conestoga Dr

Lorianne Ln

KB Home Stagecoach Crossing

Conestoga Dr

Scott St & Conestoga Dr, Kyle, TX 78640

Scott St

W 3rd St

W 2nd St

S Groves St

W 3rd St

W Moor

W A

W 1st St

Sylvia's Alter

Item # 25



CITY OF KYLE, TEXAS

Conflicts Check Policy

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: Discussion and possible action regarding the City implementing a “conflicts check” policy for staff and elected officials. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Electric Vehicle Charging Stations (EVCSs) RFP

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a Request for Proposal (RFP) seeking to hire an experienced and qualified vendor that can provide a turnkey solution of all equipment, corresponding software and networking, accessories, warranties, and deliveries required to install Electric Vehicle Charging Stations (EVCSs) at City owned facilities, as well as identify prime city-owned locations. ~ *Kathy Roecker, Stormwater Management Plan Administrator & Julie Crookston, Assistant Director of Public Works*

Other Information: This RFP will require a turnkey solution for funding, designing, installing, operating, maintaining, marketing, and potentially remove Electric Vehicle Charging Stations (EVCSs) on publicly owned property for public use.

The draft timeline for this RFP is as follows:

City Website Posting - 05/11/2022

Advertise RFP - 05/11/2022 & 05/18/2022

Deadline for questions/clarifications - 06/01/2022 (5:00 p.m.)

Deadline for submission of proposals - 06/15/2022 (12:00 p.m.)

City Council Approval - 07/05/2022

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- DRAFT Electric Vehicle Charging Stations (EVCSs) RFP



City of Kyle, Texas

Request for Statement of Interest and Proposals

for

Electric Vehicle Charging Stations (EVCS)

REQUEST FOR PROPOSALS (RFP)

ELECTRIC VEHICLE CHARGING STATIONS (EVCS)

Firm shall submit one (1) electronic copy via email by 12:00 p.m. (noon), June 15, 2022 to:

Email to: rfp@cityofkyle.com

Subject: RFP_ ELECTRIC VEHICLE CHARGING STATIONS (EVCS)_(Firm name)

Proposals delivered after the deadline will not be accepted.

Qualification specifications may be secured from the City of Kyle (City) website at:

<https://www.cityofkyle.com/rfps>

A presubmittal meeting will NOT be held.

The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances arise.

Kathy Roecker
Stormwater Management Plan Administrator

Publish: Wednesday, May 11, 2022
 Wednesday, May 18, 2022

Installation and Operation of Electric Vehicle Charging Stations (EVCS)

Disclosure: *Proposals shall be kept confidential until a contract is awarded. The City of Kyle ("City") reserves the right to request clarification of any proposal term from prospective Firm. Selected Firm(s) will be notified in writing via email. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Firm unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Kyle reserves the right to negotiate a contract with another Firm or withdraw the RFP. Any contract resulting from this RFP shall not be effective unless and until approved by the City of Kyle City Council.*

OVERVIEW OF THE PROJECT

Requesting proposals from Firms to fully fund, design, install, operate, maintain, market, and potentially remove EVCS, on publicly owned property for public use. This work will also include determining and assisting the City of Kyle in identifying ideal city-owned site locations for the EVCS installations.

The City of Kyle is seeking to hire an experienced and qualified Firm that can provide a turnkey solution of all equipment, corresponding software and networking, accessories, warranties, and deliveries required to install EVCS at City of Kyle facilities, as well as identifying additional city-owned prime locations. Preferably, units must be able to service more than (1) car simultaneously. Firm must also provide proper EVCS parking signage and assist with reconfiguration of any parking stalls for EVCS parking. In addition, Firm will comply with all permitting, ADA and parking requirements.

Detailed information about the business model, including but not limited to the ability to set pricing for end users, billing practices, service fees, revenue distribution, and cost recovery for electricity responses should be outlined in the proposal.

The City of Kyle intends for this RFP to result in a contract for a period of (10) years, consisting of a (7) year base period and 3 - (1) year option periods at the pricing and proposal information contained herein upon mutual agreement with the Firm. The contract may be extended for additional (1) year periods by mutual written consent between the Firm and City of Kyle City Council approval.

The City of Kyle desires a Firm with a minimum of (5) years of experience with turnkey EVCS in U.S. markets. All design phase deliverables and all other procedures and responsibilities shall be as described in the sections below.

SCOPE OF PROJECT

The Scope of the Project is as follows:

- Provide attractive and well-maintained EVCS.
- Cover all costs associated with installation, maintenance, and electricity for the EVCS. The Firm may establish a service charge and method of payment collection to recoup these costs as well as any operating profit from EVCS users.
- Provide proper parking signage and reconfiguration of any parking stalls for EVCS parking.
- Market the project as well as provide product advertisement.
- Offer options for EVCS when the agreement expires (e.g. charging unit removal, transfer of ownership, contract renewal options).

- The City of Kyle will provide the required parking spaces to accommodate the EVCS within city-owned parking facilities at no cost to the Firm.
- The final location for the units would be determined jointly by City of Kyle staff and the Firm based on location, electricity, economics, access and security.

PROPOSAL SCHEDULE

<u>Timeline</u>	<u>Date/Time</u>
City Website Posting	<u>05/11/2022</u>
Advertise RFP	<u>05/11/2022</u>
	<u>05/18/2022</u>
Deadline for questions/clarifications	<u>06/01/2022 (5:00 p.m.)</u>
Deadline for submission of proposals	<u>06/15/2022 (12:00 p.m.)</u>
City Council Approval	<u>07/05/2022</u>

SUBMISSION OF PROPOSALS

Firm shall submit one (1) electronic copy via email to the following:

Email to: rfp@cityofkyle.com

Subject: RFP_ ELECTRIC VEHICLE CHARGING STATIONS (EVCS)_(Firm name)

Disclosure: *Proposals must be received by **06/15/2022 12:00 p.m.** Proposals that are not received by the specified date and time WILL NOT BE ACCEPTED and will be disqualified. Firm may submit their proposal any time prior to the above stated deadline.*

At its sole discretion, the City of Kyle may reject incomplete proposal submittals if, in its judgment, the submittal lacks information needed to effectively evaluate the proposal. Nothing in this request for proposals implies a contractual obligation with any firm, nor will the City of Kyle reimburse costs for submittal preparation.

Firms shall provide all information simply and economically as required by this RFP. Failure to provide this information may result in rejection of the proposal. Proposals shall provide a straightforward, concise description of the Firm’s ability to meet the requirements. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of City’s needs.

The submittal shall be limited to ten (15) sheets front and back (30 sides). Resumes, cover letter and/or transmittal letter will not be counted toward the ten (15) sheets front and back (30 sides) with a font size no smaller than 11 point.

ADDENDA, INTERPRETATION OR CORRECTION OF RFP DOCUMENTS

Any changes, additions, or deletions to the RFP will be in the form of a written addenda issued by the City of Kyle. Any addenda to this RFP will be posted publicly on the city’s website at:

<https://www.cityofkyle.com/rfps>

The City of Kyle shall not be responsible for failure of any Firm to receive such addenda. All addenda issued shall become part of this RFP. ***Any addenda must be acknowledged in the cover letter.***

All Firms are recommended to visit the above-mentioned website on a regular basis as responses will be posted when applicable.

Firms shall promptly notify City of Kyle, in writing, of any ambiguity, inconsistency or error, which they may discover upon examination of the RFP Documents or of the site and local conditions.

Firms requiring clarification, interpretation, changes or modifications to the Proposal Documents shall submit a written request to City of Kyle **no later than 06/01/2022 by 5:00p.m.** Interpretations, changes or modifications to the meaning of the RFP Documents will be accomplished through written addenda to all Firms of record, issued by City of Kyle via the City's website listed above.

PROPOSAL FORMAT & REQUIREMENTS FOR SUBMITTAL

The submittal shall be limited to ten (15) sheets front and back (30 sides). Resumes, cover letter and/or transmittal letter will not be counted toward the ten (15) sheets front and back (30 sides) with a font size no smaller than 11 point.

The proposal must be signed by the individual(s) legally authorized to bind the Firm.

Respondents shall carefully read the information in the following evaluation criteria and submit a complete submittal to all questions in this RFQ as formatted below:

Item 1: Assigned Personnel, Staff Qualifications & Availability (15%):

Provide the following information:

- The legal name of the Firm, address and telephone number, as well as the information on any other local office that may assist in provision of services.
- Executive Summary with a brief company introduction and background history.
- The structure of the organization (e.g., sole proprietorship, partnership, corporation, etc.) including state of formation.
- The name, address and telephone number of the person to whom correspondence should be directed.
- The year the company was established as currently being operated.
- A certified financial statement, including, but not limited to a Dun and Bradstreet rating.

Provide a statement on the availability and commitment of the firm.

Provide a statement of interest including a narrative and unique qualifications.

Item 2: Background & Project Experience (30%):

- A list of all communities in which the Firm has provided and maintained publicly available EVCS during the last five years.
- Please list communities with active EVCS and communities where EVCS have been removed.
- Also include the following information for each community:
 - Name of the organization that contracted with you for EVCS sites. Please include the name of a contact person and phone number.
 - Was the contract/franchise exclusive or nonexclusive?
 - Number of EVCS provided.
 - Time period that the EVCS were installed.
 - Reporting sales & usage (sample reports).
- Please list any public entities that have chosen to cancel or not renew EVCS contracts with your firm during the last five years. Show names of organizations and names and phone numbers of persons who can be contacted.

- A list of Firm's (5) five most recent projects with a short description of the scope of work.
- Provide qualifications of the local contractors that will perform the EVCS installations. Demonstrate that the Firm is working with licensed electrical contractors to handle EVCS installations and maintenance.
 - List any EVCS-specific trainings or certifications that the Firm's electrical contractor and/or the contractor's electricians have completed, if applicable.
 - Include the number of EVCS installations completed to date by the Firm's electrical contractor and/or the contractor's electricians.
- Demonstrate an understanding of the processes, required permits, permit costs, licenses, applicable state and local codes specific to EVCS and procedures for this type of project.

Item 3: Proposed Product Solutions (40%)

(Including technical requirements, integrations, timeline, and product functionality)

- A written and pictorial description of the proposed EVCS design, including:
 - Comprehensive specifications (including make, manufacturer, & model numbers of equipment), including all software components.
 - Delivery and proposed installation schedule.
 - The submission of more than one type of charging station is permitted, however, if the selection of any particular design would result in a change to the proposed rate structure and method of collection, those changes must be noted.
- Metering configurations identifying how the Firm will provide the electricity to the EVCS end consumer at no cost to the City of Kyle.
 - Process and schedule for reimbursement to the City of Kyle for cost recovery of electricity provided to EVCS (if applicable).
- Proposed EVCS end consumer rate structure (e.g. charging customers per kWh usage or plug time) and customer method of payment (e.g. credit card reader for universal usage and/or restricted access for only network users).
- Description of the proposed EVCS maintenance program including the location of maintenance facilities, number of staff that will be available for maintenance, and anticipated response times.
- Description of ability and staff expertise to provide services including marketing, installation, monitoring, and maintenance of EVCS.
 - Quality control/safety features.
 - Marketing plan details and available resources.
- Financial incentives to the City of Kyle, if applicable.
- Maximum public benefit (i.e., in terms of affordability and customer support).
- Strength, quality, durability, advanced technology, future flexibility, and aesthetic appeal of proposed EVCS.
- Options for EVCS when the agreement expires (e.g. charging unit removal, transfer of ownership, contract renewal options) and responsible party for any costs incurred (if applicable). Highly preferred that the Firm cover any removal costs.
- **Networking and Integration**
 The ideal Firm would have the ability and desire to develop integrations with current and new software and services utilized by City of Kyle. We desire to partner with Firms and organizations that can integrate applications and data with other partners. Through database access, API usage, compliant web-based applications and cross platform compatibility, we are better able to leverage the technology in which we have invested. Especially web-based applications allow us to have the flexibility to use any type of computer in our office. HTML compliant applications offer the opportunity to use Windows and Apple computers without being tied to a specific platform.

City of Kyle desires a system that will virtually allow for monitoring of electric vehicle charging

usage and reporting functionality as well as payment and occupancy.

- Accessible to all members of the public without subscription-based membership
- Must operate on a cloud-based and networked for remote management
- Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system
- Demonstrate PCI Compliance. The Firm needs to provide documentation on the following:
 - Level 1 Compliant: -A PCI DSS Service Level 1 compliant provider has proven their ability to not only process credit cards in large volume, but also maintain the highest level of security.
 - SSAE 16 Compliant: SSAE 16 compliant Firms have the necessary processes in place to remain compliant in day-to-day activities.
 - Cybersecurity Insurance Policy: This policy will protect the City if there is a security breach of mobile payment platform.
 - Publicly available information on station location and real-time availability of charging stations, and ability to notify driver when charging is complete or if a charging session has been disrupted.
 - Must have the ability to collect revenue from the driver and have flexible pricing options, including hourly, by session, and vary the price by time of day or length of session. Additionally, the system must be able to provide free charging to select vehicles/drivers
 - Screen display(s) shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night
 - Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating
 - Captures data on all charging operations and provides data to City of Kyle in regular, automated intervals
 - Available 24/7 customer support
- **Energy Management**

The EVCS must:

 - Provide a standards-based interface for energy management – describe the interface in comments
 - Ability to set (by port) allowed load based on percentage of current load or set a maximum load (kW)
 - Ability to set an aggregate maximum load for a group of stations. The stations will self-manage to remain below the configured allowance with no additional physical hardware required.
 - Report on Rolling Average Power (kW) and Peak Power (kW) in 15-minute intervals with ability to export to Excel/CSV
 - Report on Energy (kWh) by EVCS or by group of EVCS with ability to export to Excel/CSV
- **Data Collection and Reporting**

The following information for each charging event (session) will be collected and available via secure web interface, and available for download/export to Excel/CSV:

 - Standard Reports
 - System Created Customized Reports
 - User Created Customized Reports
 - Direct Query Access
 - Third Party Reporting Tools
 - The Contractor may be required to provide an annual report to the City of Kyle on the viability of the program along with various metrics to support the continuation of the

contract. The requirements of reporting are subject to change based on the City's needs.

○ **Mandatory Experience and Requirements**

Statement that Firm meets all mandatory requirements affirming the following:

- All Level 3 EV Charging Equipment proposed:
 - UL Listed
 - UL2202 and UL2231 (Parts 1 and 2) – Standard for Personal Protection Systems for EV Supply Circuits.
- All Level 2 EV Charging Equipment proposed meets the following:
 - UL Listed
 - UL2202 and UL2231 (Parts 1 and 2) – Standard for Personal Protection Systems for EV Supply Circuits.
 - UL916 – UL standard for energy management.

○ **Warranty**

The maintenance plan provided shall be for up to (5) years, and a minimum (3) year manufacturer's warranty for all EVCS equipment, hardware, and software. The Warranty shall include all materials, equipment, parts, tools, labor, and incidentals, as well as all contractor-or manufacturer, recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits as necessary. For activities covered under the warranty, an approved local service provider shall be used. If there is a failure of the EV charger during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification. Contractor shall identify local service providers who will be providing all warranty and services to the charger stations.

○ **Quality Assurance, Inspection & Testing**

The Firm shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of current or future Reservation Management system components; equipment, software, interfaces, and data reporting provided under this Contract. The inspection and testing plan shall include a detailed schedule indicating the sequence of each test and where and when each test will take place. The Firm shall be responsible for managing all testing and producing test reports, the cost of which shall be included in all costs proposed.

- **Security and Authorization**

Only those parties identified in writing after the award of the RFP will have access to EVCS software system. The Firm shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The Firm shall respect and utilize security access codes.

- **Response Time/Support**

As part of the warranty process, the Firm shall provide timely, same day, response for any service calls placed between 8 a.m. to 5 p.m. CST, Monday through Friday (excluding City holidays) regarding repair or replacement of any and all components identified as part of the RFP which shall malfunction.

○ **Training**

The Firm shall provide a program to educate, train and teach personnel in all details of the EVCS hardware and software as applicable.

Item 4: Additional Items (15%)

- Ability to install and meter golf cart charging stations.

- Ability to provide the same services to private, commercial customers within the City of Kyle. Those agreements would be negotiated between the entity and the Firm, separate from the City.

SUBCONTRACTOR INFORMATION AND CONTRACTOR REGISTRATION FEE

Does this proposal include the use of subcontractors?

If “Yes”, Firm must:

- Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- The City of Kyle requires that the awarded Firm provide proof of payment of any subcontractors used for this project.
- Proposals shall include a plan by which the City of Kyle will be notified of such payments.
- Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

CONTRACTOR REGISTRATION FEE

The City of Kyle requires all contractors operating in the City of Kyle to pay a registration fee. In some cases, the City of Kyle may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a permit, certain business types will require the contractor to register with the City of Kyle Building Department.

Cost

- Currently the cost is \$12.65 per contractor but subject to change

INDEMNIFICATION

The Firm shall indemnify City of Kyle, City Council and employees against any loss or damage (including reasonable attorney’s fees and other costs of litigation) caused by the Firm’s negligent acts or omissions or negligent acts or omissions of the Firm’s agents or employees. Firm shall defend any suit against City of Kyle alleging injuries or damages arising out of the services performed; provided, however, that nothing contained herein shall require the Firm to defend or indemnify City of Kyle for injuries or damages arising solely out of the negligence of City of Kyle, its agents, or employees.

INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of the Firm, the Firm will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. City of Kyle does not warrant that these minimum limits are sufficient to protect the Firm from liabilities that might arise out of the performance of the work under the Agreement by the Firm, its agents, representatives, employees, or subcontractors. These insurance requirements may change if the Firm is a foreign entity, or with foreign insurance coverage.

The Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Firm, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- General Liability:
 - Bodily Injury \$500,000 per person
 - Bodily Injury \$1,000,000 per occurrence
 - Property Damage \$1,000,000

- Worker's Compensation:
 - Coverage A - Statutory
 - Coverage B - \$250,000 employer's liability

- Automobile Liability (including owned or leased vehicles and heavy equipment):
 - Bodily Injury \$1,000,000 per occurrence
 - Property Damage \$500,000 per occurrence

- Professional Liability: \$1,000,000 per occurrence

FIRM'S REPRESENTATIONS

Each Firm by making their Response represents that:

- Firm has read and understands the RFP Documents and their Response is made in accordance therewith.
- Firm has familiarized themselves with all local conditions that may in any manner affect performance, including manpower availability and local labor practices.
- Firm has familiarized themselves with Federal, state and local laws, ordinances, rules and regulations that may affect this project.
- Firm acknowledges that City of Kyle is not responsible for any costs associated with the preparation, submittal, or presentations of any kind and that the Firm assumes all costs of same.

RIGHT TO REJECT STATEMENTS OF QUALIFICATION

City of Kyle reserves the right, at its sole discretion, to reject any and all Proposals, to cancel this RFP in its entirety, or to cancel the selected group of approved applicants. Qualifications are to be submitted in accordance with the City specifications and the Proposal Format & Requirements for Submittal as outlined. Each Firm must be responsive; failure to do so may result in the rejection of a submittal. The City reserves the right to reject any or all submittals, to waive formalities, or to proceed otherwise when in the best interest of the city.

NONDISCRIMINATION

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City of Kyle's

contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with City of Kyle or in the employment practices of City of Kyle's Firms. Accordingly, all Request for Proposal Firms entering contracts with City of Kyle, upon request, be required to show proof of such nondiscrimination.

MINORITY PARTICIPATION

City of Kyle highly encourages meaningful participation from minority-owned businesses. The Firm candidates will be evaluated as to the extent that the Firm identifies and commits to minority-owned businesses, whether as a Prime Firm, joint-venture team arrangement, or through the use of sub-consultants.

SMALL BUSINESS ENTERPRISE

City of Kyle encourages the acquisition of goods and services from small businesses in our community. A Small Business as it is used in these Proposal Documents means an individual or business entity that:

- is independently owned and operated,
- is not dominant in its field of operation,
- has no more than 15 employees and
- its average annual receipts do not exceed \$1 million if, together with its affiliates.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

It is the policy of City of Kyle not to discriminate against any individual having any judicially recognized disability of any kind.

It is the policy of City of Kyle not to discriminate against any company or organization that has an officer or employee with a disability of any kind.

All products, materials and services of this project shall be in compliance with the Americans with Disabilities Act (ADA).

Firms shall not discriminate against any individual having any disability of any kind when considering award of a joint venture contract, subcontract or purchase order.

Firms shall not discriminate against any company or organization that has an officer or employee with a disability of any kind when considering award of a joint venture contract, subcontract or purchase order.



CITY OF KYLE, TEXAS

Construction Manager at Risk - 104
S. Burlison

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on an RFP for Construction Manager at Risk for the building project at 104 S. Burlison. ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 104 S Burlison - RFQ

City of Kyle
Requests for Proposals
Construction Manager at Risk – 104 S. Burleson Building Project

Overview

The City of Kyle is soliciting proposals from qualified general contractors with successful commercial building experience to serve as Construction Manager at Risk (CMaR) for a new mixed-use building in downtown Kyle, Texas. Submittals are due Thursday, May 26, 2022, at 4:00 p.m. to Amber Lewis, Assistant City Manager at alewis@cityofkyle.com.

Project Description

The project is located at 104 South Burleson Street across from Mary Kyle Hartson Park and the former City Hall. This prominent location requires high quality design and construction. Key components of the project include:

- Three-level building consisting of approximately 15,000 sf of interior space
- Ground floor level core-shell restaurant space(s) including grease traps and infrastructure as required
- Level 2 white-box office space
- Level 3 flexible event space with outdoor terrace
- Building support spaces and elevators as needed
- Site improvements to consist of a mix of hardscape and softscape
- Large flexible public event space and gathering space adjacent to building
- Trellises and shading structures
- Construction budget \$6,000,000

Schedule

General Contractor involvement to begin immediately upon their selection: assumed to be June 2022.

Preliminary Project Schedule (final schedule to be determined with Contractor):

Design Phase	06/2022 – 12/2022
Construction Phase	01/2023 – 6/2023

Scope of Services

The scope and responsibilities of the General Contractor include:

- Provide consultation to the architect, their consultants, and the City of Kyle in the establishment / confirmation of project program phase and construction budget
- Collaborate with the architect and the City of Kyle to establish a project schedule.
- Provide ongoing constructability reviews
- Provide minimum of three cost estimates, prior to issuing a Guaranteed Maximum Price (GMP).
- Provide value engineering considerations at appropriate milestones.
- Attend public meetings and presentations as needed.
- Provide a GMP including all subcontractor bids, project allowances, and contingencies during the Construction Documents Phase of the project (exact timing of GMP to be determined with architect and City of Kyle)

- Manage the individual bid packages and coordinate all construction activities on the project.
- Manage pre-bid and preconstruction conferences with architect and subcontractors to answer questions and review City of Kyle, Architect, and Contractor expectations for quality.
- Manage construction schedule and offer strategies for acceleration where needed.
- Deliver project on time, within budget, and meet expectations for quality.

Submission Requirements

A. Letter of Intent

Submit a brief letter of intent to include a description of the services you will provide and all other relevant information.

B. Statement of Qualifications

Exhibit expertise in developing multi-floor, multi-tenant, commercial buildings, or similar projects. A minimum of experience with three such projects, preferably of comparable size, is recommended. A summary of qualifications should include key personnel and identification of key contact and/or project manager.

C. Project Examples and References

Submit three examples of previous projects with similar scopes or relevance. Include the name, complete address, phone, e-mail address for client contact person. Include budget, cost, and schedule performance information.

D. Submittal

Submittals must be submitted electronically. Email attachments are preferred but for proposals larger than 10 MB, a link to a file transfer service (i.e., dedicated FTP, Dropbox, etc.) is acceptable. Submittals are due Thursday, May 26, 2022, at 4:00 p.m. to Amber Lewis, Assistant City Manager at alewis@cityofkyle.com.

Qualifications are to be submitted in accordance with the city specifications and the Submission Requirements as outlined. Each submitter must be responsive; failure to do so may result in the rejection of a submittal. The city reserves the right to reject any or all submittals, to waive formalities, or to proceed otherwise when in the best interest of the city.

E. Insurance Requirements

General Contractor agrees to obtain and keep in force during the term of the contract professional liability insurance covering the loss arising out of or related in any manner to the errors, omissions or negligent acts of Proposer, its employees, agents, and subcontractors in a minimum of one million dollars (\$1,000,000.00). Said professional liability insurance is to be kept in force for the term of the contract for this Project. The proof of said insurance shall be filed with the City of Kyle prior to commencement of work.



CITY OF KYLE, TEXAS

Richard and Rita Cuellar Sr. -
Zoning (Z-22-0096)

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 1.503 acres of land from Agriculture 'A' to Central Business District-1 'CBD-1' for property located at 1400 W. Center Street, in Hays County, Texas. (Richard and Rita Cuellar Sr. - Z-22-0096) ~
Will Atkinson, Senior Planner

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

City Council voted 5-2 to approve on first reading.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Summary Letter
- Survey
- Deed
- Landowner Authorization Letter

Property Location 1400 W Center St, Kyle, TX 78640

Owner Richard & Rita Cuellar Sr.
PO Box 685/100 Moreno St.
Kyle, TX 78640

Agent Richard & Rita Cuellar Sr.
PO Box 685/100 Moreno St.
Kyle, TX 78640

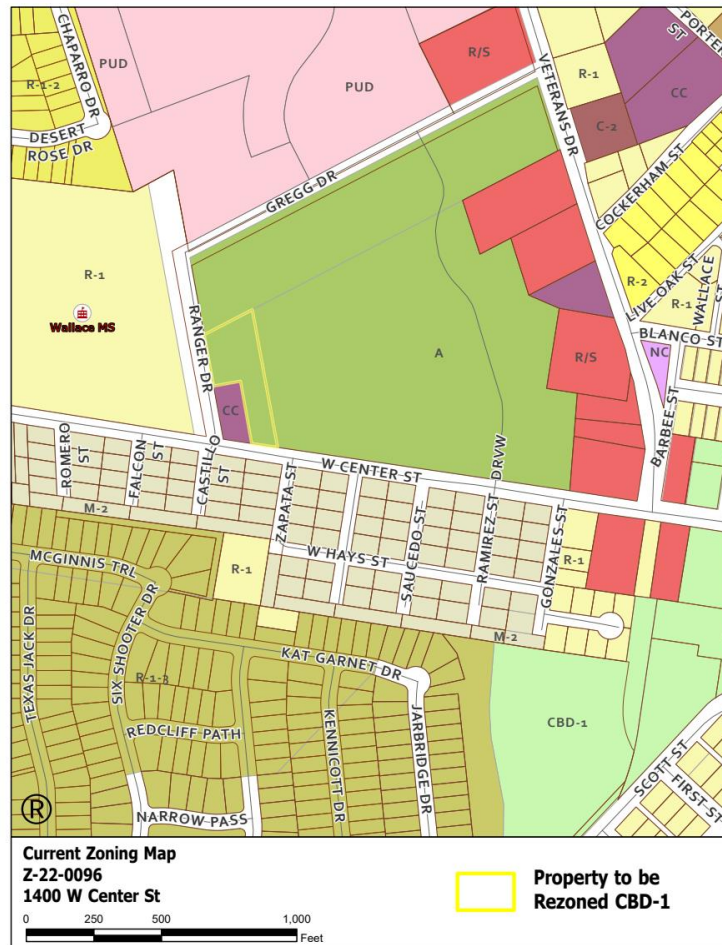
Request Rezone 1.503 Acres Agriculture (A), to Central
Business District -1 (CBD-1)

Vicinity Map



Site Description

The parcel requesting to be rezoned is located at 1400 W. Center Street. The property wraps around 1408 W. Center Street (owned by City of Kyle) and has dual frontage (W. Center Street & Ranger Drive). The parcel is between Wallace Middle School and the baseball fields at Gregg-Clarke Park. Wallace Middle School is immediately west of the property and zoned R-1, Gregg-Clarke Park and an undeveloped lot lie immediately to the north and northeast. To the southeast, south and across Center Street, is a small residential community, zoned M-2. Adjacent and southwest of the parcel is 1408 W. Center Street (zoned Community Commercial).



Conditions of the Zoning Ordinance

Sec. 53-1205 Amendments

(d)

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

(e)

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

Sec. 53-36. - Agricultural district A.

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

(Ord. No. 438, § 23, 11-24-2003)

Sec. 53-418. - Permitted uses.

(a)

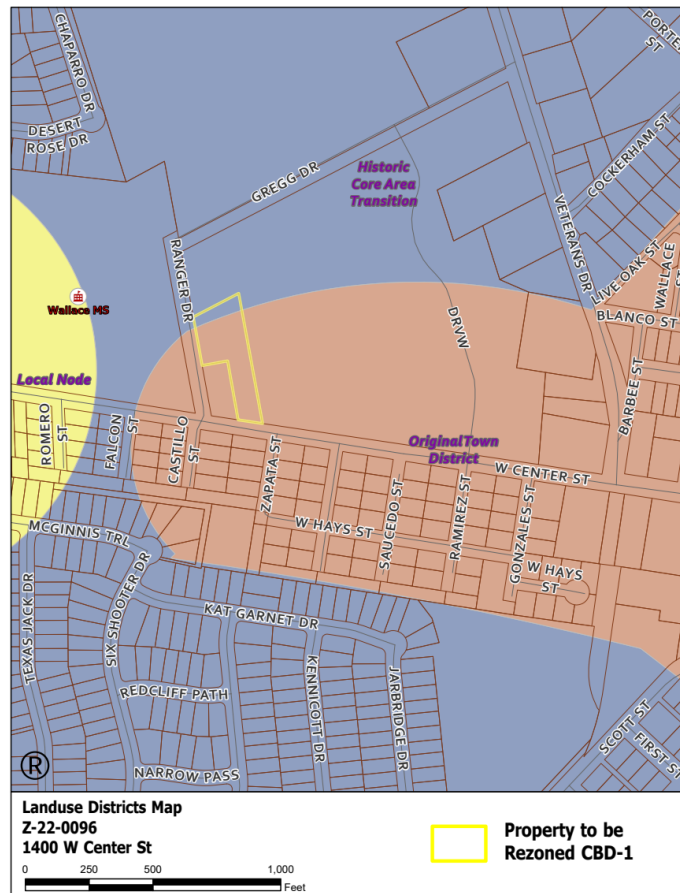
The CBD-1 central business district 1 principally addresses development in the original town and central area of the city, allowing a mix of uses including, office, restricted

commercial, and residential uses excluding multifamily, which uses will generate a low volume of vehicular traffic and will encourage pedestrian traffic and include only the specifically listed uses in [section 53-1230](#).

(b)

The additional uses permitted in the CBD-1 central business district 1 shall be as provided in [section 53-1230](#).

(Ord. No. 438, § 37(a), 11-24-2003)



Comprehensive Plan Text

The subject site is primarily in the “Original Town District”. The CBD-1 zoning district is recommended per the “Original Town District”.

Recommended: **CBD-1**, CBD-2, R-1-T, NC, CC, E, MXD

Conditional: R-1-A, R-1-3, R-1-C, R-2, R-3-2, R-3-3, RS

Character: Development within the Original Town District follows the historic and regular street grid, which should be preserved while also encouraging appropriate infill development and redevelopment. Primary uses within this District are civic, specialty commercial, and residential. Significant features include I-35, the railroad, and the City Square. The Original Town District embodies community form, continuity, and scale. The scale of reference is a uniform Original Town block, reinforced by the regular street grid. In order to ensure smooth transitions and maintain this fabric, building height should not vary by more than two stories from the average height within any one block.

Intent: As the historic core of Kyle, the Original Town District must be re-established as the central community of the City. Specialized commercial activity, appropriate to the function of this historic area, should be encouraged. The form of the District should also be preserved and promoted, especially the street grid and historic building stock. Overall, this District should offer both local service commercial activities and residential uses in order to create a lively and livable area. In order for the Original Town District to truly function as the center of Kyle, clear access must also be provided to communities, landscapes, and nodes in order to knit the City together in a legible system. Additionally, new development in the Original Town District should span I-35, creating greater east-west connections. Uses in Original Town District are addressed in greater detail in the Downtown Revitalization Plan element of this Comprehensive Plan document.

Analysis

The property requested to be rezoned sits just inside the western border of the Original Town District, with Wallace Middle School sitting on the outer edge. Currently, the parcel is vacant. This area is mostly single family residential on the south side of Center Street and public facilities (school, city park) on the north side. As the additional residential to the west, at the end of Center Street and along Old Stagecoach Road, continues to develop, this section of Center Street will gain a higher traffic count.

The Central Business District-1 zoning district is a commercial district primarily found within and around the Original Town District and has significant restrictions relating to commercial uses. Additionally, and important, the CBD-1 district also does not allow sale or serving of alcohol. As this site is across the street from Wallace Middle School, it's important to be mindful of such limitations. The CBD-1 zoning district also intends that commercial development will fit into the surrounding neighborhood, and not unduly stand out.

While the project was not included in the calculations for future transportation demand modeling and required upgrades to surrounding road networks, at a basic level, traffic impacts are easily calculated. To help relieve the effects of unplanned/increased traffic, developers pay fees to help offset traffic impacts or they offer to upgrade portions of the surrounding road network in addition to improvements made to the parcel during development. Staff will work with applicable parties at the time of site development, to ensure appropriate infrastructure upgrades are implemented. Additionally, as part of developing the site, perimeter sidewalks will be required.

Infrastructure

- W. Center Street & Ranger Drive (City of Kyle) = W. Center Street in design for future upgrades.
- Water & Wastewater = City of Kyle
- Electricity = Pedernales Electric Cooperative

With its proximity to Wallace Middle School, Gregg-Clarke Park and convenient access to nearby emerging residential (Stagecoach Forest, Cypress Forest, Brooks Crossing), more citizens will utilize Center Street and immediate area. This in turn, may increase the demand for appropriate business supporting related after school programs, and retail/services. Furthermore, the development of the property adjacent to- and in proximity to public services (parks & public schools) reduces the reliance on the automobile in these areas while increasing desirability and value of the development.

Recommendation

The request is appropriate to existing, surrounding land uses, and compliments the city's comprehensive plan. At the April 12, 2022, Planning & Zoning Commission meeting, the Commission voted 7-0 to recommend approval of the request. It is staff's request that the application for the CBD-1 zoning district should be considered favorably, with a vote for approval.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 1.503 ACRES OF LAND FROM AGRICULTURE ‘A’ TO CENTRAL BUSINESS DISTRICT-1 ‘CBD-1’ FOR PROPERTY LOCATED AT 1400 W. CENTER STREET, IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 1 acre to from Agriculture ‘A’ to Central Business District-1 ‘CBD-1’ on property located at 1400 W. Center Street, Hays County, Texas and the property location map labeled ‘Exhibit B’.

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

SECTION 3. The associated location of the property, per metes and bounds, is attached as ‘Exhibit A’.

SECTION 4. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 5. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 6. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

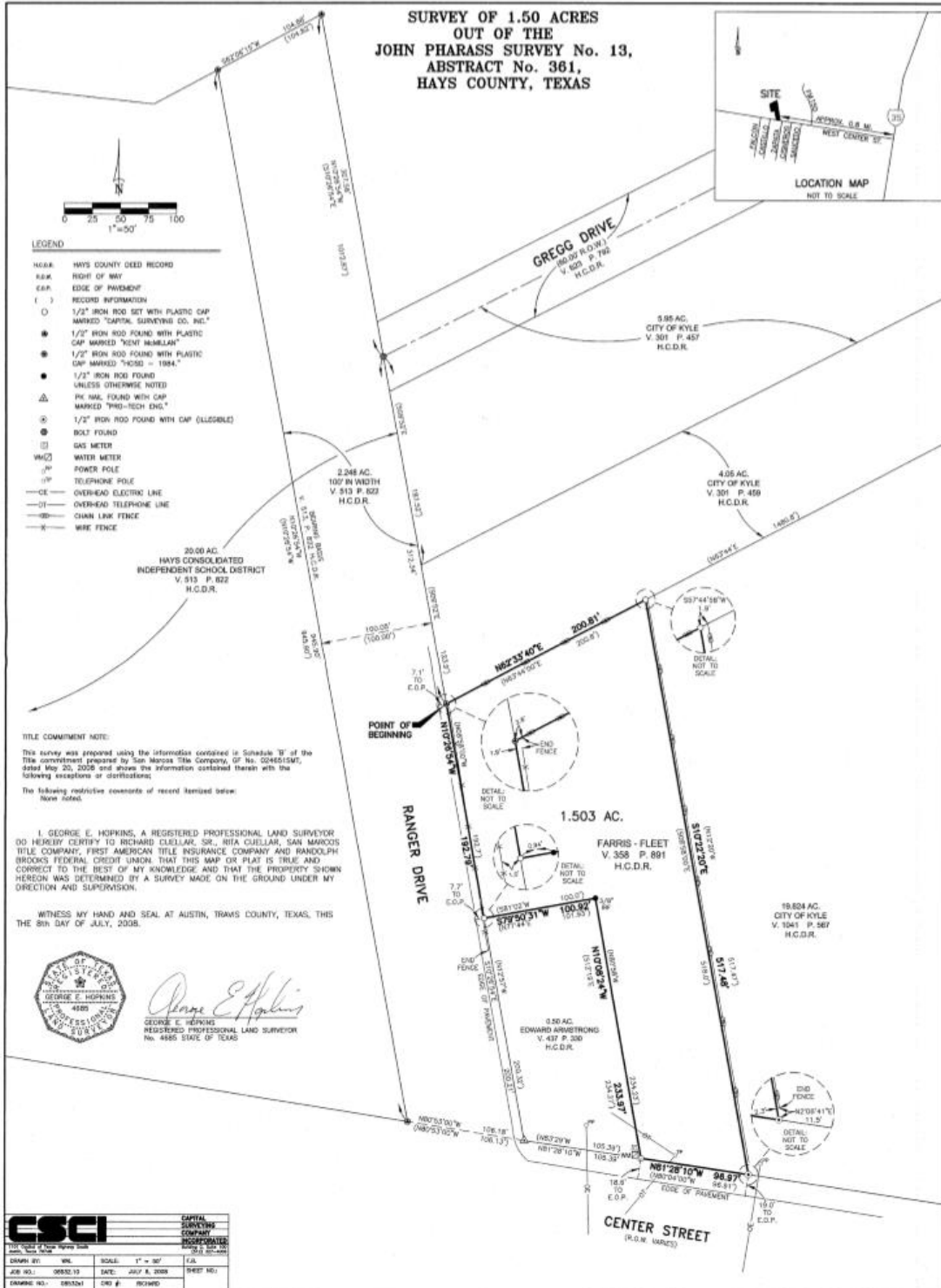


Exhibit B



January 10, 2022

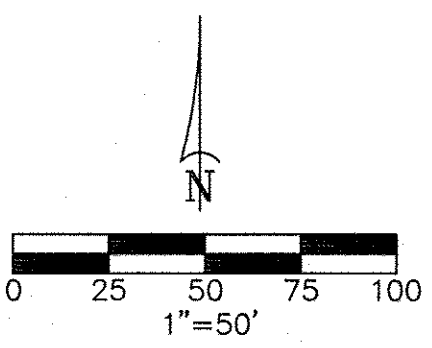
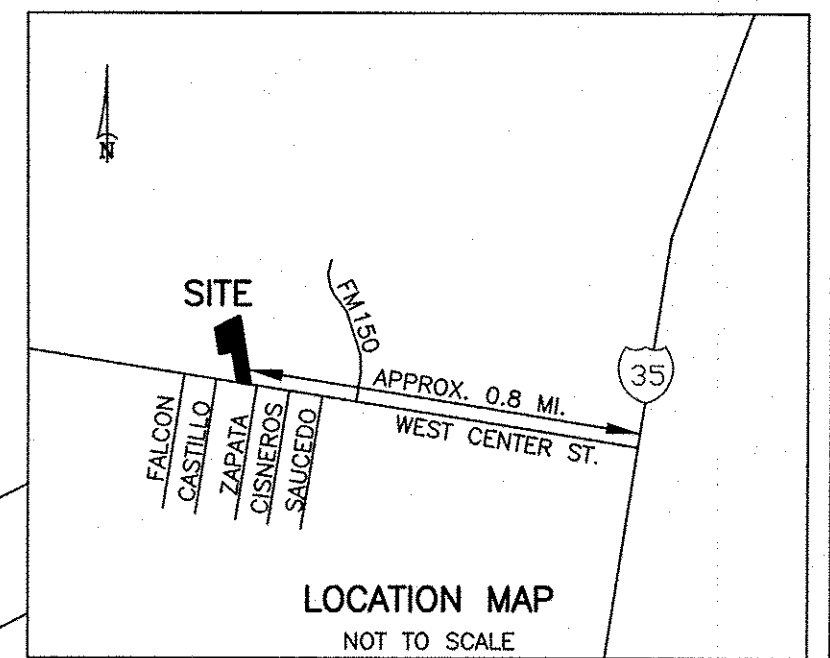
Dear Ms. Guerra,

We hereby request to change the zoning on the referenced property (R164120 1.5 acres West Center Street) from agriculture to CBD-1 zoning. We originally proposed to construct a residence on the property, but our plans have changed. We believe the proposed CBD-1 Zoning is appropriate for the property.

We thank you for your consideration.

Richard and Rita Cuellar Sr.

**SURVEY OF 1.50 ACRES
OUT OF THE
JOHN PHARASS SURVEY No. 13,
ABSTRACT No. 361,
HAYS COUNTY, TEXAS**



LEGEND

- H.C.D.R. HAYS COUNTY DEED RECORD
- R.O.W. RIGHT OF WAY
- E.O.P. EDGE OF PAVEMENT
- () RECORD INFORMATION
- 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- ⊙ 1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "KENT McMILLAN"
- ⊗ 1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "HCISD - 1984."
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- △ PK NAIL FOUND WITH CAP MARKED "PRO-TECH ENG."
- ⊙ 1/2" IRON ROD FOUND WITH CAP (ILLEGIBLE)
- ⊙ BOLT FOUND
- ⊙ GAS METER
- WM WATER METER
- PP POWER POLE
- TP TELEPHONE POLE
- OE OVERHEAD ELECTRIC LINE
- OT OVERHEAD TELEPHONE LINE
- CL CHAIN LINK FENCE
- X WIRE FENCE

20.00 AC.
HAYS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
V. 513 P. 822
H.C.D.R.

2.248 AC.
100' IN WIDTH
V. 513 P. 822
H.C.D.R.

5.95 AC.
CITY OF KYLE
V. 301 P. 457
H.C.D.R.

4.05 AC.
CITY OF KYLE
V. 301 P. 459
H.C.D.R.

1.503 AC.

FARRIS - FLEET
V. 358 P. 891
H.C.D.R.

19.824 AC.
CITY OF KYLE
V. 1041 P. 567
H.C.D.R.

0.50 AC.
EDWARD ARMSTRONG
V. 437 P. 330
H.C.D.R.

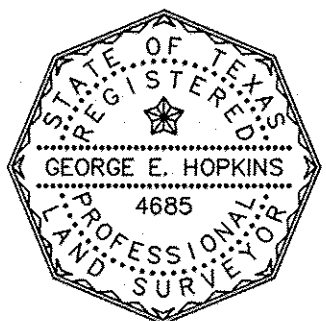
TITLE COMMITMENT NOTE:

This survey was prepared using the information contained in Schedule 'B' of the Title commitment prepared by San Marcos Title Company, GF No. 024651SMT, dated May 20, 2008 and shows the information contained therein with the following exceptions or clarifications:

The following restrictive covenants of record itemized below:
None noted.

I, GEORGE E. HOPKINS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY TO RICHARD CUELLAR, SR., RITA CUELLAR, SAN MARCOS TITLE COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY AND RANDOLPH BROOKS FEDERAL CREDIT UNION. THAT THIS MAP OR PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 8th DAY OF JULY, 2008.



George E. Hopkins
GEORGE E. HOPKINS
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4685 STATE OF TEXAS

ESCI	CAPITAL SURVEYING COMPANY INCORPORATED	
	1101 Capital of Texas Highway South Austin, Texas 78746 Building G, Suite 100 (512) 327-4008	
DRAWN BY: WAL	SCALE: 1" = 50'	F.B.
JOB NO.: 08532.10	DATE: JULY 8, 2008	SHEET NO.:
DRAWING NO.: 08532e1	CRD #: RICHARD	

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



70 2008 60022779

Instrument Number: 2008-80022779

As

Recorded On: August 06, 2008

OPR RECORDINGS

Parties: FARRIS FLEET

Billable Pages: 4

To CUELLAR RICHARD SR

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	28.00
Total Recording:	28.00

***** 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: 2008-80022779
Receipt Number: 200482
Recorded Date/Time: August 06, 2008 03:56:14P
Book-Vol/Pg: BK-OPR VL-3453 PG-205
User / Station: R Robinson - Cashing #1

Record and Return To:

SAN MARCOS TITLE
HOLD
SAN MARCOS TX 78666



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

Linda C. Fritsche

Linda C. Fritsche, County Clerk

SAN MARCOS TITLE CO.
GF # 0246515MT

80022779 Bk Vol Pg
OPR 3453 206

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: August 1, 2008

Grantor: FARRIS -FLEET, a General partnership acting by and through its General Partners, Robert Raimond Farris and Timothy Hadley Fleet.

Grantor's Mailing Address:
(including county)

Grantee: RICHARD CUELLAR, SR. and wife, RITA CUELLAR

Grantee's Mailing Address: 1.503 Acres
(including county) Kyle, Hays County, TX 78640

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and a note of even date in the principal amount of Thirty Four Thousand Four Hundred and no/100 DOLLARS (~~\$34,400.00~~) executed by Grantee payable to the order of RANDOLPH-BROOKS FEDERAL CREDIT UNION . The note is secured by a vendor's lien retained in favor of RANDOLPH-BROOKS FEDERAL CREDIT UNION in this deed and by a deed of trust of even date from Grantee to MORTON W. BAIRD II, Trustee.

Property (including any improvements):

A 1.503 acre tract of land in the John Pharass Survey No. 13, Abstract 361, Hays County, Texas, and being all of that tract of land (Farris-Fleet tract) conveyed to Farris-Fleet, a General Partnership acting by through its General Partners, Robert Raimond Farris and Timothy Hadley Fleet, by deed recorded in Volume 358, Page 891 of the Deed Records of Hays County, Texas; said 1.503 acre tract being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any easements, conditions, mandatory homeowners assessments and/or restrictions of record affecting the title to the hereinbefore described property

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

RANDOLPH-BROOKS FEDERAL CREDIT UNION, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described above. The vendor's lien and superior title to the property are retained for the benefit of RANDOLPH-BROOKS FEDERAL CREDIT UNION and are transferred to that party without recourse on Grantor.

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

FARRIS -FLEET, a General partnership acting by and through its General Partners, Robert Raimond Farris and Timothy Hadley Fleet

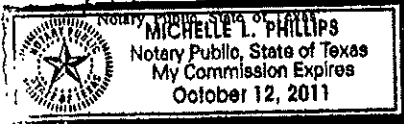
BY: *[Signature]*

THE STATE OF TEXAS } (Corporate Acknowledgment)
COUNTY OF Tarrant }

This instrument was acknowledged before me on the 4 day of August, 2008,

by
of FARRIS-FLEET, a General partnership acting by and through its General Partners, Robert Raimond Farris and Timothy Hadley Fleet.

[Signature] on behalf of said Michelle L. Phillips 10-12-2011
Notary's Name (printed) Notary's commission expires



AFTER RECORDING RETURN TO:

RICHARD CUELLAR, SR.
1,503 Acres
Kyle TX 78640

PREPARED IN THE LAW OFFICE OF:

MORTON W. BAIRD II
242 W. Sunset, Suite 201
San Antonio, Texas 78209

1.503 Acres
July 8, 2008
Page 1 of 2

EXHIBIT "A"

John Pharass Survey No. 13
Abstract 361
#08532.10

STATE OF TEXAS
COUNTY OF HAYS

§
§
§

Bk Val Pa
80022779 0PR 3453 208

FIELDNOTE DESCRIPTION of a 1.503 acre tract of land in the John Pharass Survey No. 13, Abstract 361, Hays County, Texas, and being all of that tract of land (Farris-Fleet tract) conveyed to Farris-Fleet, a General Partnership acting by and through its General Partners, Robert Raimond Farris and Timothy Hadley Fleet, by deed recorded in Volume 358, Page 891 of the Deed Records of Hays County, Texas; said 1.503 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap marked "Kent McMillan" found on the easterly line of that 100.00 feet wide, 2.248 acre tract (Ranger Drive) described in Volume 513, Page 822 of the Deed Records of Hays County, being the southwest corner of that 4.05 acre tract of land conveyed to the City of Kyle by deed recorded in Volume 301, Page 459 of the Deed Records of Hays County and the northwest corner of the herein described 1.503 acre tract, from which a bolt found for the northwest corner of that 5.95 acre tract of land conveyed to the City of Kyle by deed recorded in the Deed Records of Hays County bears N10°26'54"W, a distance of 312.34 feet and an iron rod with cap marked "Kent McMillan" found for the northeast corner of said 2.248 acre tract bears N10°26'54"W, a distance of 619.90 feet;

THENCE, N62°33'40"E, with the common southerly line of said 4.05 acre tract and the northerly line of the aforesaid "Farris-Fleet" tract, a distance of 200.81 feet to a ½" iron rod with plastic cap stamped "Capital Surveying Co. Inc." set for the common northeast corner of the herein described tract and the northwest corner of that 19.824 acre tract of land conveyed to the City of Kyle by deed recorded in Volume 1041, Page 567 of the Deed Records of Hays County;

THENCE, S10°22'20"E, leaving the southerly line of said 4.05 acre tract with the common westerly line of said 19.824 acre tract and easterly line of the "Farris-Fleet" tract, a distance of 517.48 feet to an iron rod with cap found on the northerly right-of-way line of Center Street for the common southwest corner of the 19.824 and southeast corner of the "Farris-Fleet" tract and the herein described 1.503 acre tract;

THENCE, N81°28'10"W, leaving the westerly line of said 19.824 acre tract with the northerly right-of-way line of Center Street, a distance of 96.97 feet to a ½" iron rod with plastic cap stamped "Capital Surveying Co. Inc." set for the southwest corner of the "Farris-Fleet" tract and the herein described tract, being the southeast corner of that 0.50 acre tract conveyed to Edward Armstrong by deed recorded in Volume 437, Page 330 of the Deed Records of Hays County, from which a "PK" nail

EXHIBIT "A"

John Pharass Survey No. 13
Abstract 361
#08532.10

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80022779 DPR 3453 209

with shiner marked "Pro-Tech Eng" found on the northerly right-of-way line of Center Street for the southeast corner of the aforesaid 2.248 acre tract and the southwest corner of the 0.50 acre tract bears N81°28'10"W a distance of 105.39 feet;

THENCE, N10°08'24"W, leaving the northerly right-of-way line of Center Street, with the common easterly line of said 0.50 acre tract and westerly line of the "Farris-Fleet" tract, a distance of 233.97 feet to a 3/8" iron rod found for the northeast corner of the 0.50 acre tract and an "all" corner in the westerly line of the Farris-Fleet tract;

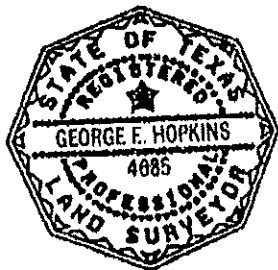
THENCE, S79°50'31"W, with the common northerly line of said 0.50 acre tract and westerly line of the "Farris-Fleet" tract, at a distance of 99.98 feet pass a found 1/2" iron rod and continuing for a total distance of 100.92 feet to a 1/2" iron rod with plastic cap stamped "Capital Surveying Co. Inc." set on the easterly line of said 2.248 acre tract, from which a "PK" nail with shiner marked "Pro-Tech Eng" found on the northerly right-of-way line Center Street for the southeast corner of the 2.248 acre tract and southwest corner of the 0.50 acre tract, bears S10°26'54"E a distance of 200.21 feet;

THENCE, N10°26'54"W, leaving the northerly line of said 0.50 acre tract, with the easterly line of said 2.248 acre tract, a distance of 192.79 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds, 1.503 acres of land area;

Note: Basis of Bearing is the westerly line of that 100 feet wide, 2.248 acre tract as found and described in Volume 513, Page 822 of the Deed Records of Hays County, Texas.

I, George E. Hopkins, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision. A survey plat was prepared this date to accompany this description.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of July, 2008.



George E. Hopkins
GEORGE E. HOPKINS
Registered Professional Land Surveyor
No. 4685 - State of Texas

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: Anointed Subdivision
of lots (if subdivided): 1 # of acres: 1.503
Site APN/Property ID #(s): R164120
Location: West Center Street, Kyle, Texas County: Hays
Development Name:

OWNER

Company/Applicant Name: Richard & Rita Cuellar Sr.
Authorized Company Representative (if company is owner):
Type of Company and State of Formation:
Title of Authorized Company Representative (if company is owner):
Applicant Address: P.O. Box 685/100 Moreno Street, Kyle, Tx. 78640
Applicant Fax:
Applicant Phone: 512-787-5402 Richard 512-644-6306 Rita
Applicant/Authorized Company Representative Email: rv4parksn1@yahoo.com

APPLICANT REPRESENTATIVE

Check one of the following:

[x] I will represent the application myself; or

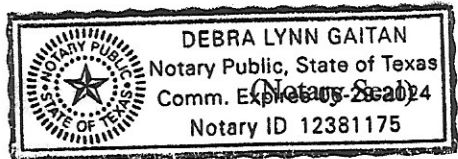
I hereby designate (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving 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: 1-14-22

State of Texas §
County of Hays §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).



SUBSCRIBED AND SWORN TO before me, this the 14th day of January, 2022
[Signature]
Notary Public's Signature
6/29/2024
My Commission Expires

PROJECT REPRESENTATIVE



CITY OF KYLE, TEXAS

Amendment to Section 53-1230 (Self-storage, Gas Stations & Car Washes)

Meeting Date: 5/3/2022
Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-1230 to restrict certain uses, and amend the zoning use chart. ~ Will Atkinson, Senior Planner

*Planning and Zoning Commission voted 4-1 to deny Restrictions for Gas stations.
Planning and Zoning Commission voted 4-1 to deny Restrictions for Car washes.
Planning and Zoning Commission voted 5-0 to approve Restrictions Self-storage.
Planning and Zoning Commission voted 4-1 to deny Bar without restaurant in CBD-2.*

*Planning and Zoning Commission voted 5-0 to Approve Brew pub in CBD-2.
Planning and Zoning Commission voted 5-0 to restrict Self-storage.*

City Council voted 6-1 to deny microbreweries in CBD-2.

City Council voted 5-2 to approve the recommended amendments and P&Z recommendation for self-storage on 2/15/22.

City Council voted on 5-1 to approve restrictions for gas stations.

City Council voted on 5-1 to approve restrictions for car washes.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Ordinance
- Retail Leakage Study
- Mini/Self Storage Map
- Gas Station Map
- Car Wash Map



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Will Atkinson – Senior Planner

DATE: Tuesday, April 5, 2022

SUBJECT: Amendment to Sec. 53-1230

REQUEST

Consider an amendment to Sec. 53-1230, to restrict certain uses, and amend the associated zoning use chart.

STAFF ANALYSIS

At the behest of the City of Kyle Administration, staff is proposing amendments to certain land uses in Sec. 53-1230 (zoning use chart) and adding two (2) uses to the CBD-2 (Central Business District, 2) zoning district).

The amendment is adding a restriction, from a geographic perspective to fuel stations, car washes and self/mini storage facilities. This will be in a radial fashion from property lines of said parcel, as shown in the redlined exhibit and as a visual on the attached maps. Staff is also recommending adding “Bar, without restaurant” and “Brewpub” to the CBD-2 zoning district. Both uses are currently first located in the RS “Retail Services” zoning district.

For some time, there’s been an internal discussion regarding limitation of fuel stations, car washes and mini-storage facilities. These uses tend to be some of the least expensive and easiest types of businesses to develop, and therefore “pop up” long before any other types of development do. This in turn leads to the idea that too many of these three types of development are being allowed in the City. The City would rather see more valuable and quality of life type development, than the low hanging fruit of fuel stations, car washes and mini-storage facilities. Fuel stations and car washes are more auto-centric, and self-storage facilities employ few people/take up a significant amount of space. This amendment is an effort to control the expansion of the land use types.

Relating to restricting fuel stations, a general population threshold to incentivize the land use, is approximately 3,000 – 6,000 persons. The City’s average household size is 3

persons, according to the US Census Bureau. Staff has included a relief valve for population expansion, allowing an additional fuel station at the 5,000 additional population threshold (approximately 1,666 additional households). From a visual perspective, this approximately the population of the Waterleaf and Woodland Park neighborhoods.

Car washes are commonly associated with fuels station/convenience store projects, but not necessarily in conjunction with them. The simplicity of the business model and low staffing overhead helps this type of business be a popular type of development. That and everybody has a car that needs to be cleaned.

The most common type of car wash currently being developed in Kyle, is the automatic car wash, with associated stalls to clean out the vehicle. The vehicles queue to enter the carwash, are cleaned, and drive off. Staffing is relatively low, the development type is the epitome of auto dominated design.

Relating to self/mini-storage, these facilities largely respond to market demand of the population having too many household items in their homes. It is a way to add value to land, generate rent, and employ very few people. Self-storage facilities take up a significant amount of space, don't add to the character of the city. Additionally, more and more, such facilities are being built as multi-story projects, becoming a de facto land mark for the surround area, drawing attention. When commercial development is being developed, the City has a preference for those with higher employment numbers.

Relating to market demand, Jason Claunch of Catalyst Commercial, completed a retail leakage study for all three land use types. In all three cases, the City of Kyle is shown to have a surplus of land use types (fuel stations, automobile washes & self-storage). The study shows limiting these types of development should not detrimentally effect the city.

On February 8, 2022, the Planning & Zoning Commission considered the amendment to limit the above land uses. Significant discussion was held regarding all three, with a focus on fuel stations and car washes. Relating to both uses, there was concern over how limiting the allowance for both would affect large scale grocers. It is common for big box grocers to have car washes and fuel pumps as an ancillary use to their projects. Ultimately, the Planning & Zoning Commission voted to deny limiting both uses with a 4-1 recommendation vote. Relating to limiting self-storage, there was little discussion and the Commission voted to recommend approval with a 5-0 vote.

The last amendment associated with Sec. 53-1230 is to add the uses of "Bar, without restaurant" and "Brew pub" into the CBD-2 (Central Business District 2) zoning district. The Commission placed significant emphasis on recommending allowing the "Brew pub" use in CBD-2 (5-0 vote to approve). Per the conversation, a brew pub provides a different atmosphere to the immediate area (generally positive) and is better suited to all ages. Brew pubs serve food as well as beer on site (and serves as a small-scale manufacturer). It would also not be out of question for a brew pub to have outdoor dining, perhaps a small stage for musical performances, or perhaps a cornhole or horseshoe game to enjoy. The Commission did not feel the same regarding a bar without restaurant, feeling adjacent residents would not be amenable to expanding such a use allowance in Downtown Kyle (4-1 vote to recommend denial).

RECOMMENDATION

Staff is amenable to changes to the proposed amendment. Staff believes it is important to consider the request and asks the Mayor & Council to vote to approve the amendment to Sec. 53-1230.

ATTACHMENTS

1. Exhibit
2. Fuel Station Map
3. Car Wash Map
4. Self Storage Map
5. Retail Leakage Study

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF MODIFYING SECTION 53-1230 TO RESTRICT CERTAIN USES ; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Sections 53-1230 of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended as shown on the code section labeled Exhibit 1.

SECTION 2. That the City Secretary is hereby authorized and directed to amend Sections 53-1230 in the Code of Ordinances of the City of Kyle, as shown in Exhibit 1 and by proper endorsement indicate the authority for said notation.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2022, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit 1

Sec. 53-1230. - Uses permitted in certain districts.

The following uses are restricted if otherwise allowed by zoning:

- *Fuel station.* Shall not be authorized within a .5-mile radius of a pre-existing fuel station (per parcel boundary). Radii will not overlap, requiring at least 1-mile between fuel stations*
- *Automobile Wash.* Shall not be authorized within .75-mile radius of a pre-existing automobile wash (per parcel boundary). Radii will not overlap, requiring at least 1.5 miles between automobile wash facilities.
- *Mini-Warehouse/Self Storage.* Shall not be authorized within a 1-mile radius of a pre-existing mini-warehouse or self-storage facility (per parcel boundary). Radii will not overlap, requiring at least 2-miles between mini-warehouse/self-storage facilities.

*A fuel station may be approved that is less than a .5-mile radius of a pre-existing fuel station, if:

- Residential development within an area adds an estimated additional 5,000 residents, from date of creation of ordinance restricting fuel stations.

MEMORANDUM

To: Scott Sellers
Cc: Diana Blank
From: Jason Claunch, Catalyst
Re: Void Analysis
Date: Monday, February 7, 2022

Dear: Scott Sellers:

Per your request, I have conducted a leakage study for the City of Kyle and Kyle's Primary Trade Area and assessed the potential capacity for gas, self-storage, and car wash uses.

Methodology:

A leakage analysis was conducted using Esri's Retail MarketPlace methodology and the Infogroup business database. This analysis measured the balance between the volume of retail sales (supply) generated by retail businesses and the volume of retail potential (demand) produced by household spending on retail goods within the same industry.

Leakage in an area represents a condition where demand exceeds supply. In other words, retailers outside the market area are fulfilling the demand for retail products; therefore, demand is "leaking" out of the trade area. Such a condition highlights an opportunity for new retailers to enter the trade area or for existing retailers to extend their marketing outreach to accommodate the excess demand.

Surplus in an area represents a condition where supply exceeds the area's demand. Retailers are attracting shoppers that reside outside the trade area.

The leakage analysis was conducted for the City of Kyle and Kyle's Primary Trade Area (PTA). The city of Kyle analysis was based upon Kyle's city limits (excludes ETJ). The Primary Trade Area includes portions of adjacent cities and is based upon the latest PTA conducted by Catalyst. The PTA represents the geographic area in which ~65% of customers originate. A PTA could be described as Kyle's service area, or where most of its customers come from using customer intercepts from Kyle retailers.

City of Kyle Summary Demographics

According to ESRI, Kyle's 2021 Population was 50,550. The 2021 Median Disposable Income was estimated at \$60,277, and the 2021 Per Capita Income was estimated to be \$29,678. The total demand for Retail Trade and Food & Drink was \$523M and the current supply is \$372M, creating a retail gap of \$151M. Of which, Total Retail Trade was \$134M, and the remainder is Food and Drink at \$16M.

PTA Summary Demographics

According to ESRI, the PTA had a 2021 Population of 323,142. The 2021 Median Disposable Income was forecasted at \$59,333, and the 2021 Per Capita Income was estimated at \$34,244. The Total Retail Trade and Food and Drink was \$3.91B with a supply of \$3.87B, which equates to a retail gap of \$35M. Of which, the Retail Trade consisted of \$15.7M, and the remainder consisted of Total Food and Drink at \$19.9M

In addition, Catalyst reviewed specific demand for the subsectors consisting of car washes, gas stations, and self-storage. The City Council was concerned that Kyle was being saturated with these uses and wanted to validate if there an over-supply of these subsectors.

Car Wash

Operators in the car wash and auto detailing industry (NAICS 811192) clean, wash and wax automotive vehicles, such as passenger cars, trucks, and vans. Car wash services may include full-service clean, exterior only clean, in-bay automatic car washes, detailing services, and other car washing services. Locations may also offer a self-service bay. Some car washes also have small retail sales, and gas stations.

According to US Census data, the largest share of car wash facilities include tunnel washes (or automatic washing facilities). These facilities contributed to over \$4.96B to the US economy. The second largest class is detailing services, at \$1.87B. The smallest segment of the industry is self-service washing facilities and self-service vacuuming service.



This industry includes facilities that perform the following services:

- Automotive detailing services (i.e., cleaning, polishing)
- Automotive washing and polishing
- Car detailers
- Car washes
- Mobile car and truck washes
- Self-service car washes
- Truck and bus washes

According to City of Kyle data, Kyle currently has nine (9) car wash facilities within the city of Kyle. This would equate to a car wash for every 5,616 people. National statistics average one (1) facility for every 19,524 people. Using national statistics Kyle has demand for 2.58 facilities. Using US Census data as a benchmark, Kyle has a surplus of 6.42 locations.

Self-Storage

This industry (NAICS 53113) comprises establishments primarily engaged in renting or leasing space for self-storage. These establishments provide secure space (i.e., rooms, compartments, lockers, containers, or outdoor space) where clients can store and retrieve their goods.

According to the US Census, there are over 16,904 facilities in the United States. Today this is a \$23B industry. National averages equal one self-storage facility for every 19,607 people. This industry has performed well over the five years to 2021, with industry revenue increasing at an annualized rate of 2.5% to an estimated \$23.2 billion. The industry grew 2.1% in 2021. Increased population growth, increased rental, and smaller houses all contributed to increased demand for these facilities.

According to City data, Kyle has six (6) self-storage/mini-warehouse facilities. This would equate to one facility per 8,425 people, or more than 2x the national average. Based upon statistical data, Kyle would only need 2.57 facilities. This would equate to a surplus of 3.43 facilities, compared to national statistics.

Gas Stations

This industry includes operators that sell automotive fuels such as gasoline and diesel (NAICS 447110) from stations that are collocated with convenience stores or food marts. They may also provide automotive repair services. This industry is distinct from the Convenience Stores (IBISWorld report 44512) Gas Stations (44719) industries. According to US Census data, Texas has the most convenience stores (15,742 stores), or more than one in 10 stores in the United States.

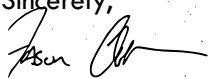
In 2020, total revenue was \$366.2 billion. Over the past 3 years, the sector has grown at an annual rate of around 1% but declined 1.5% in 2022. In 2020, the average sales per location was \$3.6 million. New facilities, with convenience stores, may exceed \$4M in annual unit volume.

The city of Kyle has 26 gas stations within Kyle. Based upon national averages, there is a facility for every 3,337 people. In Kyle, based upon population of 50,550, this would equate for a demand for 15 units. Based upon demand, Kyle is oversupplied by approximately 11 units. In addition, The PTA shows a surplus of \$3.9M.

Kyle Subsector Demand Matrix				
Category	# of existing facilities	Population per facility	US national population per facility	Kyle Demand
Car Wash	9	5,616	19,524	2.58
Gas Station	26	1,944	3,337 per unit)	15.24
Self-Storage	6	8,425	19,607	2.57

Based upon this information, the City of Kyle should only target unique, destination-oriented, and high-quality uses. In addition, based upon this initial research, Kyle should limit the number of car washes, gas stations, and self-storage facilities. Future regulations may require specific use permits to ensure that the proposed use is the highest and best use. The city may include policies that require market studies prior to approval to substantiate that the proposed use can be supported.

Please let me know if you have any additional questions regarding this information or need additional background on additional sites that have merit on your intended use.

Sincerely,

 Jason Claunch
 President
 Catalyst Commercial



Retail MarketPlace Profile

Kyle PTA
Area: 555.47 square miles

Prepared by Esri
Latitude: 2280.3400
Longitude: -1000.0000

Summary Demographics

2021 Population	323,142
2021 Households	114,539
2021 Median Disposable Income	\$59,333
2021 Per Capita Income	\$34,244

NOTE: This database is in mature status. While the data are presented in current year geography, all supply- and demand-related estimates remain vintage 2017.

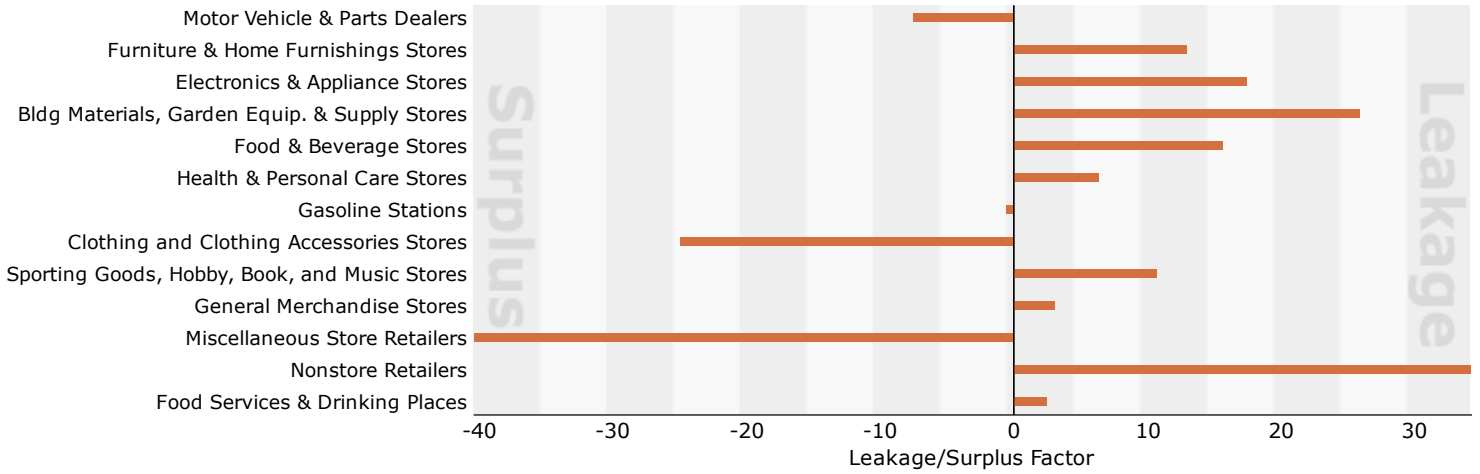
2017 Industry Summary	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45,722	\$3,915,438,451	\$3,879,735,100	\$35,703,351	0.5	1,521
Total Retail Trade	44-45	\$3,515,122,527	\$3,499,385,599	\$15,736,928	0.2	1,066
Total Food & Drink	722	\$400,315,924	\$380,349,501	\$19,966,423	2.6	456
2017 Industry Group	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Motor Vehicle & Parts Dealers	441	\$761,532,068	\$886,830,943	-\$125,298,875	-7.6	118
Automobile Dealers	4411	\$613,579,903	\$658,538,703	-\$44,958,800	-3.5	54
Other Motor Vehicle Dealers	4412	\$81,176,060	\$193,446,251	-\$112,270,191	-40.9	22
Auto Parts, Accessories & Tire Stores	4413	\$66,776,105	\$34,845,989	\$31,930,116	31.4	42
Furniture & Home Furnishings Stores	442	\$124,455,792	\$95,915,800	\$28,539,992	13.0	69
Furniture Stores	4421	\$73,329,044	\$58,462,079	\$14,866,965	11.3	33
Home Furnishings Stores	4422	\$51,126,748	\$37,453,721	\$13,673,027	15.4	36
Electronics & Appliance Stores	443	\$130,178,732	\$91,398,837	\$38,779,895	17.5	31
Bldg Materials, Garden Equip. & Supply Stores	444	\$222,876,784	\$130,860,758	\$92,016,026	26.0	63
Bldg Material & Supplies Dealers	4441	\$210,617,563	\$121,426,329	\$89,191,234	26.9	52
Lawn & Garden Equip & Supply Stores	4442	\$12,259,221	\$9,434,429	\$2,824,792	13.0	11
Food & Beverage Stores	445	\$633,740,209	\$462,004,917	\$171,735,292	15.7	117
Grocery Stores	4451	\$574,379,048	\$427,704,238	\$146,674,810	14.6	75
Specialty Food Stores	4452	\$26,925,728	\$9,411,709	\$17,514,019	48.2	24
Beer, Wine & Liquor Stores	4453	\$32,435,432	\$24,888,969	\$7,546,463	13.2	19
Health & Personal Care Stores	446,4461	\$196,194,977	\$172,574,157	\$23,620,820	6.4	88
Gasoline Stations	447,4471	\$351,891,879	\$355,807,416	-\$3,915,537	-0.6	84
Clothing & Clothing Accessories Stores	448	\$163,610,442	\$273,375,093	-\$109,764,651	-25.1	186
Clothing Stores	4481	\$108,234,055	\$183,254,510	-\$75,020,455	-25.7	113
Shoe Stores	4482	\$23,092,608	\$62,245,997	-\$39,153,389	-45.9	45
Jewelry, Luggage & Leather Goods Stores	4483	\$32,283,779	\$27,874,586	\$4,409,193	7.3	28
Sporting Goods, Hobby, Book & Music Stores	451	\$122,644,537	\$98,774,276	\$23,870,261	10.8	54
Sporting Goods/Hobby/Musical Instr Stores	4511	\$108,962,719	\$93,934,097	\$15,028,622	7.4	43
Book, Periodical & Music Stores	4512	\$13,681,817	\$4,840,179	\$8,841,638	47.7	11
General Merchandise Stores	452	\$618,559,868	\$581,888,514	\$36,671,354	3.1	59
Department Stores Excluding Leased Depts.	4521	\$431,978,436	\$388,396,339	\$43,582,097	5.3	23
Other General Merchandise Stores	4529	\$186,581,432	\$193,492,176	-\$6,910,744	-1.8	36
Miscellaneous Store Retailers	453	\$137,499,623	\$324,571,034	-\$187,071,411	-40.5	175
Florists	4531	\$5,640,256	\$1,386,863	\$4,253,393	60.5	12
Office Supplies, Stationery & Gift Stores	4532	\$29,969,177	\$13,335,625	\$16,633,552	38.4	26
Used Merchandise Stores	4533	\$24,213,946	\$11,031,364	\$13,182,582	37.4	21
Other Miscellaneous Store Retailers	4539	\$77,676,244	\$298,817,181	-\$221,140,937	-58.7	116
Nonstore Retailers	454	\$51,937,617	\$25,383,852	\$26,553,765	34.3	22
Electronic Shopping & Mail-Order Houses	4541	\$38,547,837	\$10,499,689	\$28,048,148	57.2	12
Vending Machine Operators	4542	\$3,152,582	\$309,189	\$2,843,393	82.1	1
Direct Selling Establishments	4543	\$10,237,198	\$14,574,974	-\$4,337,776	-17.5	9
Food Services & Drinking Places	722	\$400,315,924	\$380,349,501	\$19,966,423	2.6	456
Special Food Services	7223	\$4,762,615	\$2,141,262	\$2,621,353	38.0	10
Drinking Places - Alcoholic Beverages	7224	\$14,580,239	\$10,660,015	\$3,920,224	15.5	27
Restaurants/Other Eating Places	7225	\$380,973,070	\$367,548,224	\$13,424,846	1.8	419

Data Note: Supply (retail sales) estimates sales to consumers by establishments. Sales to businesses are excluded. Demand (retail potential) estimates the expected amount spent by consumers at retail establishments. Supply and demand estimates are in current dollars. The Leakage/Surplus Factor presents a snapshot of retail opportunity. This is a measure of the relationship between supply and demand that ranges from +100 (total leakage) to -100 (total surplus). A positive value represents 'leakage' of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The Retail Gap represents the difference between Retail Potential and Retail Sales. Esri uses the North American Industry Classification System (NAICS) to classify businesses by their primary type of economic activity. Retail establishments are classified into 27 industry groups in the Retail Trade sector, as well as four industry groups within the Food Services & Drinking Establishments subsector. For more information on the Retail MarketPlace data, please click the link below to view the Methodology Statement.

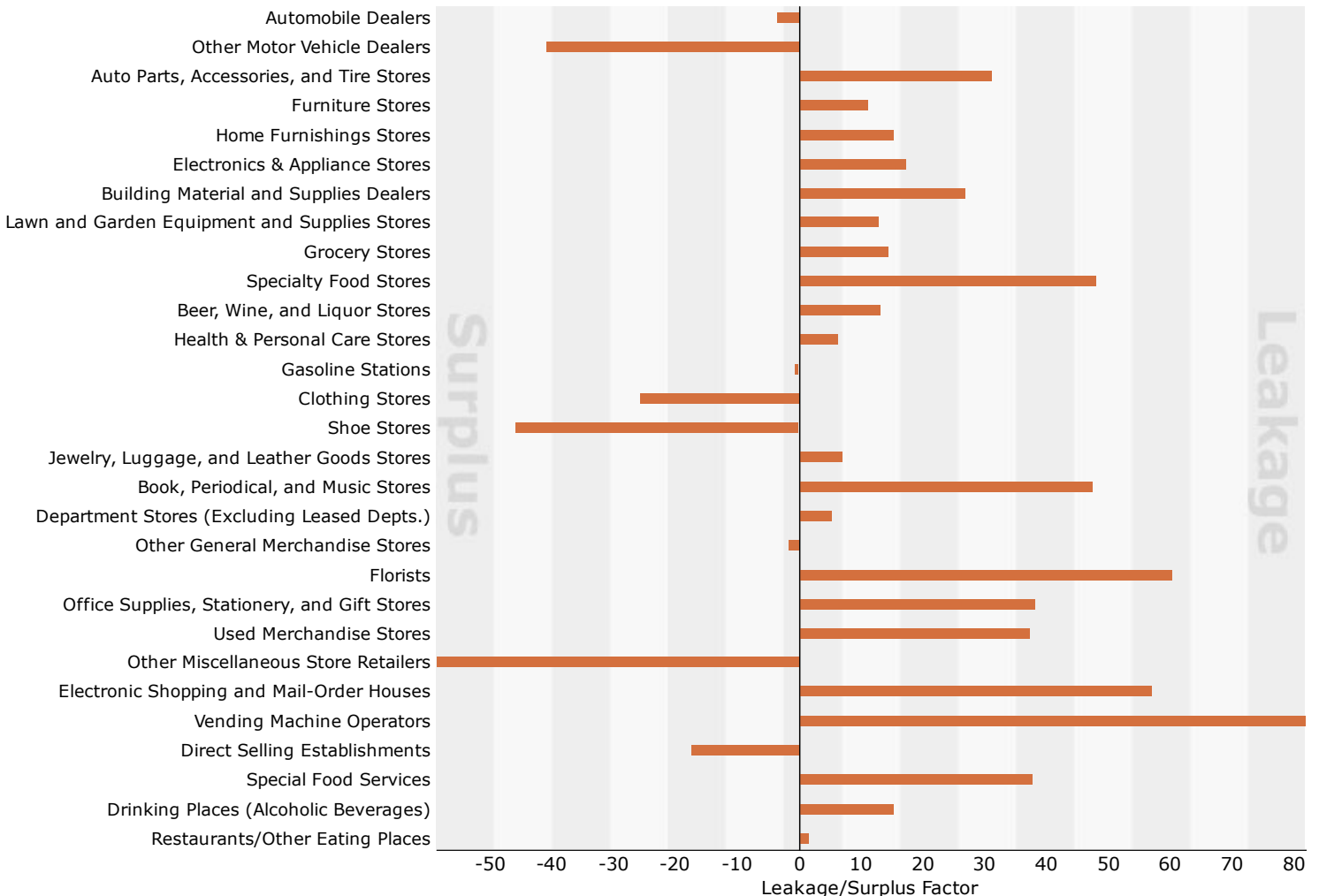
<http://www.esri.com/library/whitepapers/pdfs/esri-data-retail-marketplace.pdf>

Source: Esri and Data Axle. Esri 2021 Updated Demographics. Esri 2017 Retail MarketPlace. ©2021 Esri. ©2017 Data Axle, Inc. All rights reserved.

2017 Leakage/Surplus Factor by Industry Subsector



2017 Leakage/Surplus Factor by Industry Group



Source: Esri and Data Axle. Esri 2021 Updated Demographics. Esri 2017 Retail MarketPlace. ©2021 Esri. ©2017 Data Axle, Inc. All rights reserved.



Retail MarketPlace Profile

Kyle City, TX
 Kyle City, TX (4839952)
 Geography: Place

Prepared by Esri

Summary Demographics

2021 Population	50,550
2021 Households	16,225
2021 Median Disposable Income	\$60,277
2021 Per Capita Income	\$29,678

NOTE: This database is in mature status. While the data are presented in current year geography, all supply- and demand-related estimates remain vintage 2017.

2017 Industry Summary	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45,722	\$522,671,878	\$371,761,867	\$150,910,011	16.9	147
Total Retail Trade	44-45	\$469,345,290	\$335,074,803	\$134,270,487	16.7	83
Total Food & Drink	722	\$53,326,588	\$36,687,064	\$16,639,524	18.5	64

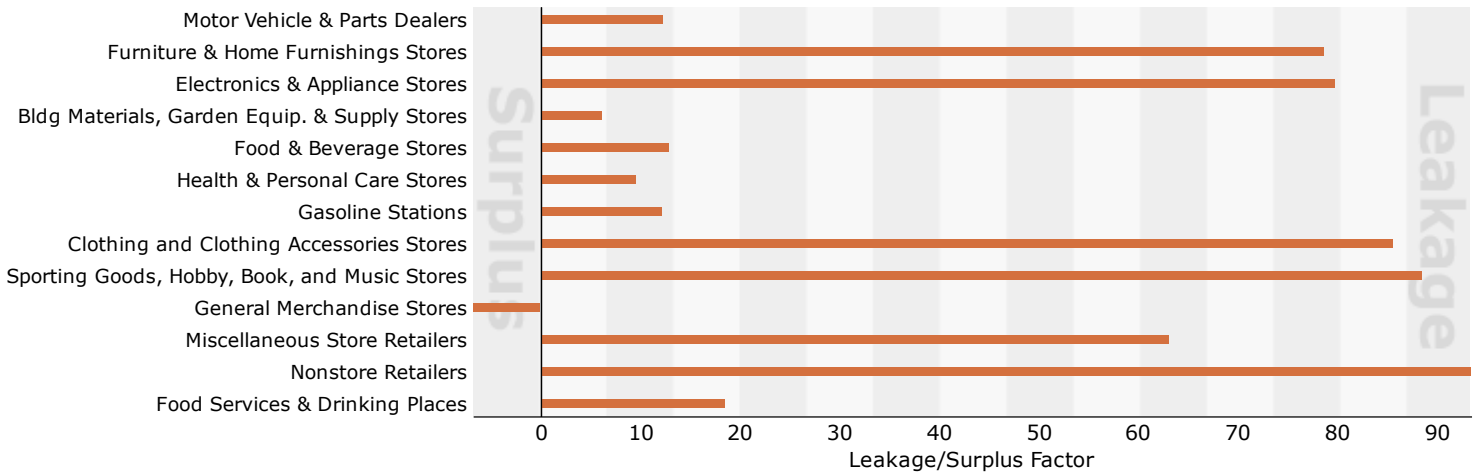
2017 Industry Group	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Motor Vehicle & Parts Dealers	441	\$102,098,008	\$79,668,651	\$22,429,357	12.3	15
Automobile Dealers	4411	\$82,220,153	\$47,901,840	\$34,318,313	26.4	5
Other Motor Vehicle Dealers	4412	\$11,009,539	\$25,063,590	-\$14,054,051	-39.0	5
Auto Parts, Accessories & Tire Stores	4413	\$8,868,316	\$6,703,221	\$2,165,095	13.9	5
Furniture & Home Furnishings Stores	442	\$16,770,223	\$1,994,840	\$14,775,383	78.7	4
Furniture Stores	4421	\$9,786,739	\$1,053,354	\$8,733,385	80.6	3
Home Furnishings Stores	4422	\$6,983,484	\$941,486	\$6,041,998	76.2	1
Electronics & Appliance Stores	443	\$17,509,786	\$1,959,774	\$15,550,012	79.9	3
Bldg Materials, Garden Equip. & Supply Stores	444	\$30,813,087	\$27,212,607	\$3,600,480	6.2	7
Bldg Material & Supplies Dealers	4441	\$29,267,616	\$26,684,351	\$2,583,265	4.6	6
Lawn & Garden Equip & Supply Stores	4442	\$1,545,471	\$528,256	\$1,017,215	49.1	1
Food & Beverage Stores	445	\$83,795,188	\$64,522,689	\$19,272,499	13.0	12
Grocery Stores	4451	\$76,060,831	\$62,655,383	\$13,405,448	9.7	8
Specialty Food Stores	4452	\$3,566,240	\$675,181	\$2,891,059	68.2	2
Beer, Wine & Liquor Stores	4453	\$4,168,117	\$1,192,125	\$2,975,992	55.5	2
Health & Personal Care Stores	446,4461	\$25,614,331	\$21,127,973	\$4,486,358	9.6	8
Gasoline Stations	447,4471	\$47,551,774	\$37,236,884	\$10,314,890	12.2	11
Clothing & Clothing Accessories Stores	448	\$21,663,612	\$1,667,526	\$19,996,086	85.7	3
Clothing Stores	4481	\$14,342,139	\$712,501	\$13,629,638	90.5	2
Shoe Stores	4482	\$3,121,229	\$955,025	\$2,166,204	53.1	1
Jewelry, Luggage & Leather Goods Stores	4483	\$4,200,244	\$0	\$4,200,244	100.0	0
Sporting Goods, Hobby, Book & Music Stores	451	\$16,421,287	\$988,353	\$15,432,934	88.6	1
Sporting Goods/Hobby/Musical Instr Stores	4511	\$14,653,297	\$988,353	\$13,664,944	87.4	1
Book, Periodical & Music Stores	4512	\$1,767,990	\$0	\$1,767,990	100.0	0
General Merchandise Stores	452	\$82,377,035	\$94,384,691	-\$12,007,656	-6.8	11
Department Stores Excluding Leased Depts.	4521	\$57,631,122	\$88,871,474	-\$31,240,352	-21.3	4
Other General Merchandise Stores	4529	\$24,745,913	\$5,513,217	\$19,232,696	63.6	7
Miscellaneous Store Retailers	453	\$18,117,452	\$4,088,379	\$14,029,073	63.2	7
Florists	4531	\$698,812	\$137,183	\$561,629	67.2	1
Office Supplies, Stationery & Gift Stores	4532	\$4,041,372	\$373,401	\$3,667,971	83.1	1
Used Merchandise Stores	4533	\$3,179,111	\$1,622,061	\$1,557,050	32.4	2
Other Miscellaneous Store Retailers	4539	\$10,198,157	\$1,955,734	\$8,242,423	67.8	3
Nonstore Retailers	454	\$6,613,507	\$222,436	\$6,391,071	93.5	1
Electronic Shopping & Mail-Order Houses	4541	\$5,106,582	\$222,436	\$4,884,146	91.7	1
Vending Machine Operators	4542	\$418,097	\$0	\$418,097	100.0	0
Direct Selling Establishments	4543	\$1,088,828	\$0	\$1,088,828	100.0	0
Food Services & Drinking Places	722	\$53,326,588	\$36,687,064	\$16,639,524	18.5	64
Special Food Services	7223	\$633,062	\$562,127	\$70,935	5.9	2
Drinking Places - Alcoholic Beverages	7224	\$1,880,029	\$641,950	\$1,238,079	49.1	2
Restaurants/Other Eating Places	7225	\$50,813,497	\$35,482,987	\$15,330,510	17.8	60

Data Note: Supply (retail sales) estimates sales to consumers by establishments. Sales to businesses are excluded. Demand (retail potential) estimates the expected amount spent by consumers at retail establishments. Supply and demand estimates are in current dollars. The Leakage/Surplus Factor presents a snapshot of retail opportunity. This is a measure of the relationship between supply and demand that ranges from +100 (total leakage) to -100 (total surplus). A positive value represents 'leakage' of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The Retail Gap represents the difference between Retail Potential and Retail Sales. Esri uses the North American Industry Classification System (NAICS) to classify businesses by their primary type of economic activity. Retail establishments are classified into 27 industry groups in the Retail Trade sector, as well as four industry groups within the Food Services & Drinking Establishments subsector. For more information on the Retail MarketPlace data, please click the link below to view the Methodology Statement.

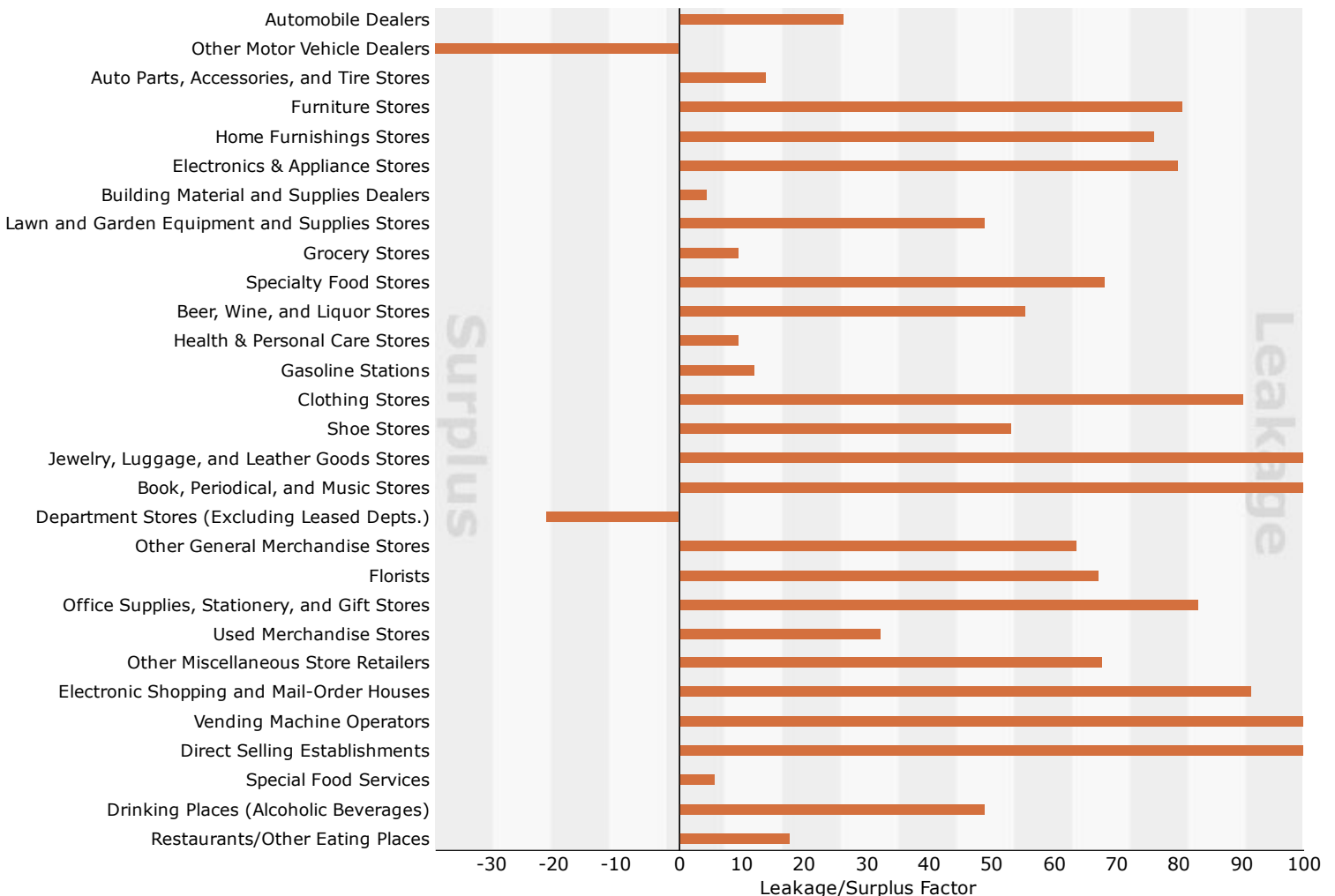
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2017 Leakage/Surplus Factor by Industry Subsector

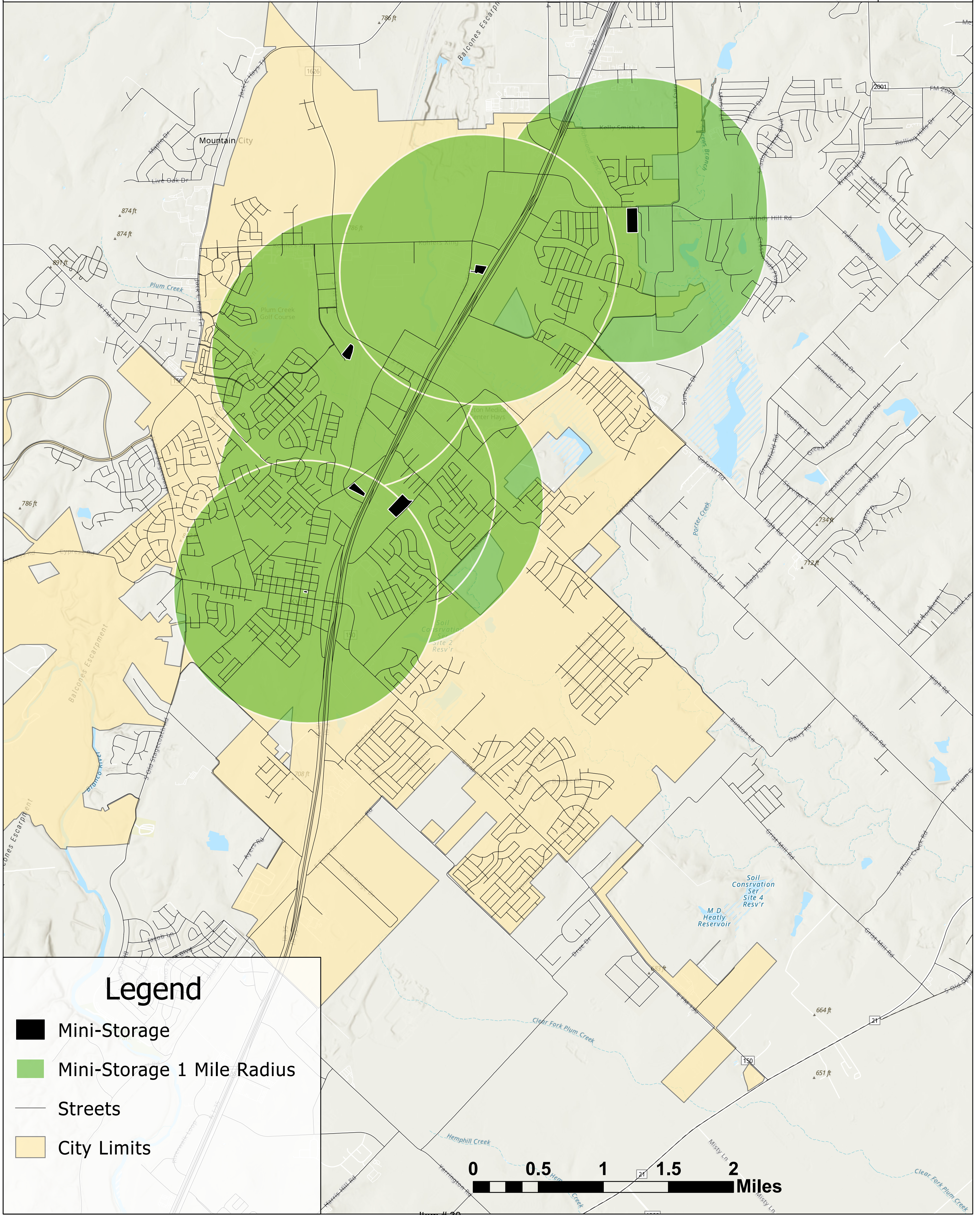


2017 Leakage/Surplus Factor by Industry Group



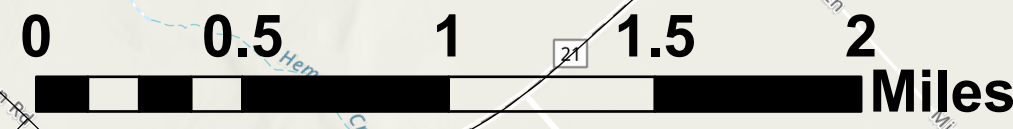
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Gas Stations, Car Wash, and Mini-Storage

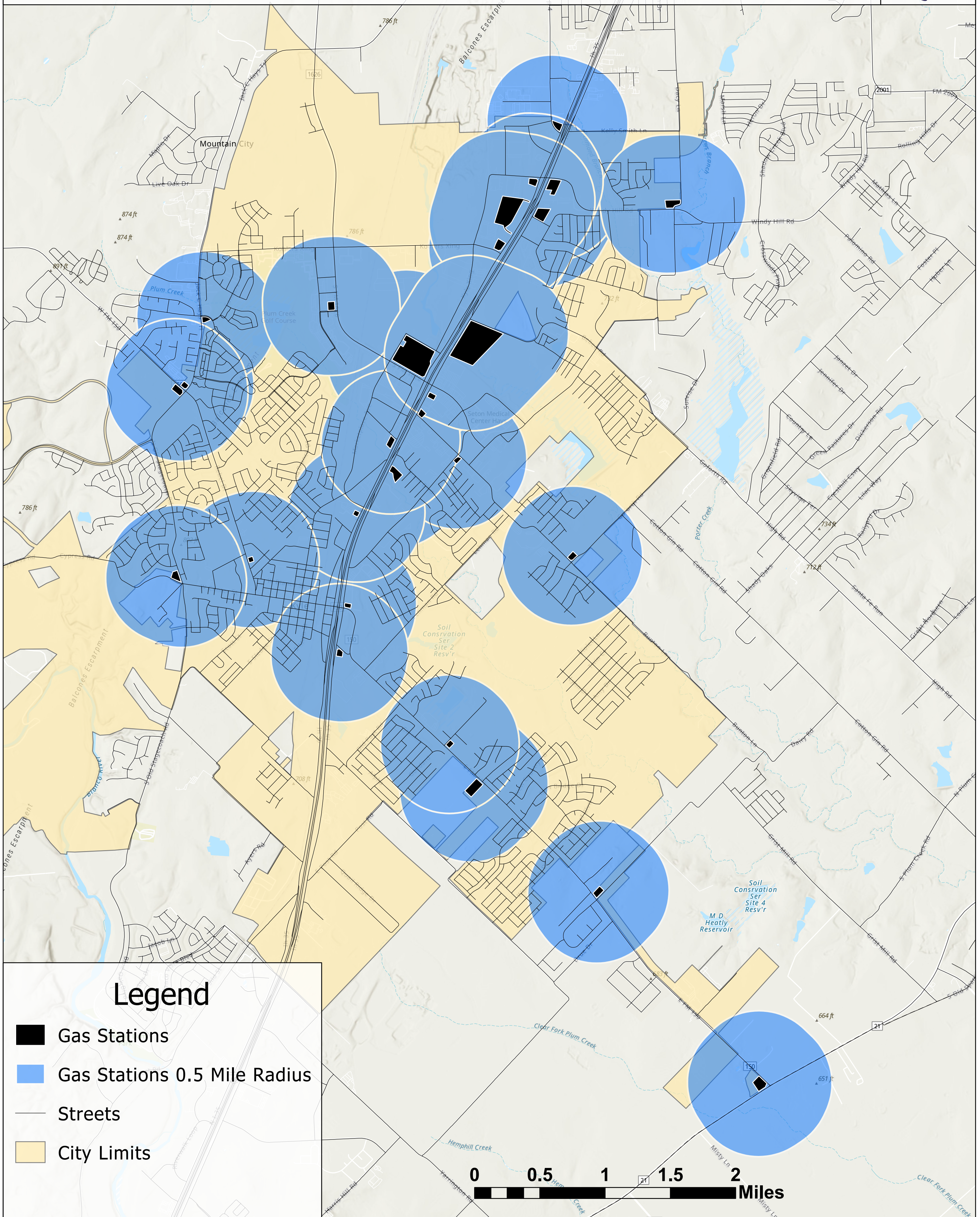


Legend

- Mini-Storage
- Mini-Storage 1 Mile Radius
- Streets
- City Limits



Gas Stations, Car Wash, and Mini-Storage

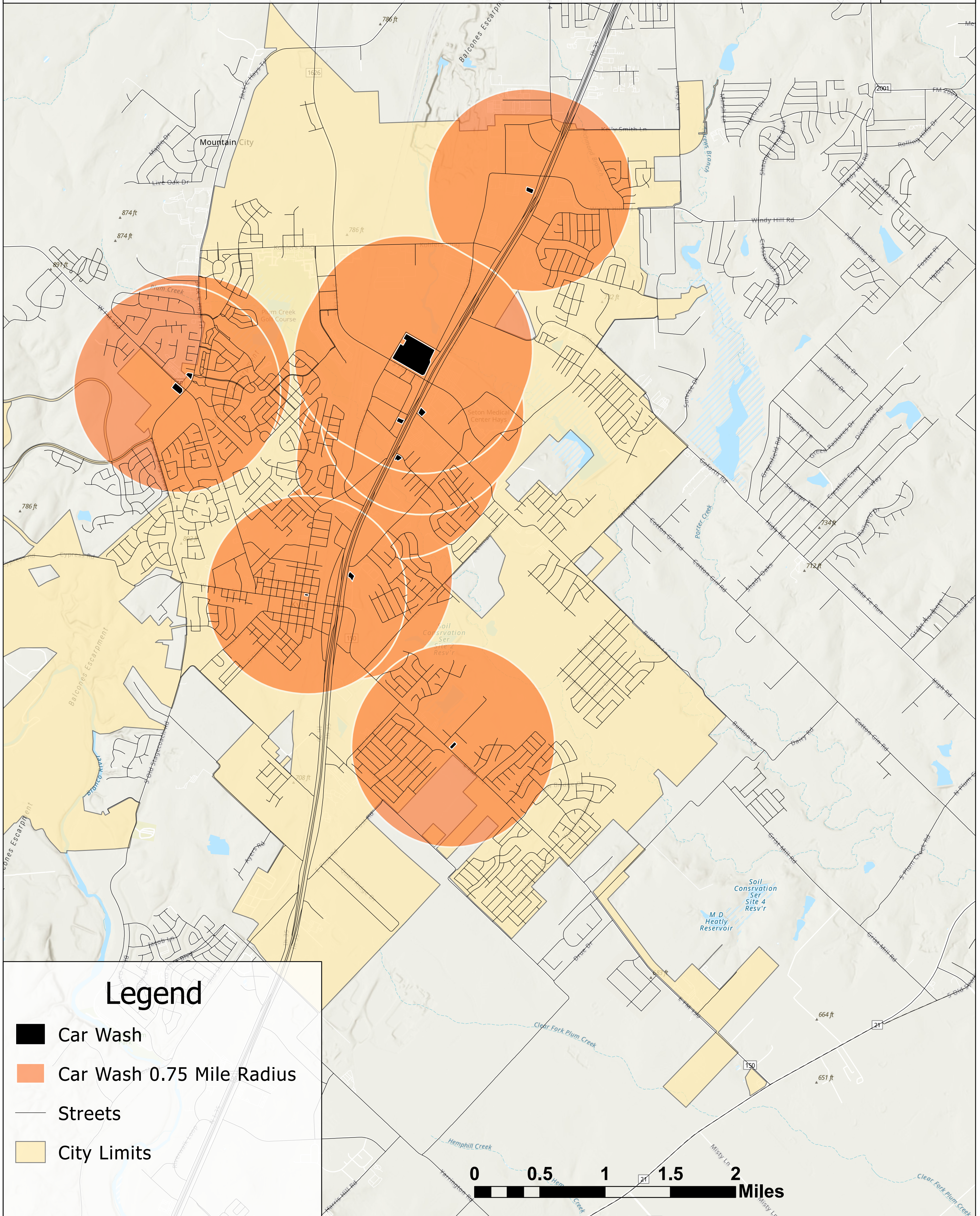


Legend





- Gas Stations
- Gas Stations 0.5 Mile Radius
- Streets
- City Limits

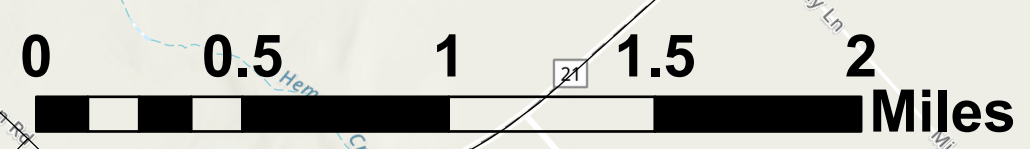
0 0.5 1 1.5 2 Miles

Gas Stations, Car Wash, and Mini-Storage



Legend

-  Car Wash
-  Car Wash 0.75 Mile Radius
-  Streets
-  City Limits





CITY OF KYLE, TEXAS

Blanco River Ranch Properties, LP - Zoning (Z-22-0097)

Meeting Date: 5/3/2022

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 201.4 acres of land from Agriculture 'A' to Single Family Residential-1 'R-1-1' for property located at 1899 Six Creeks Blvd, in Hays County, Texas. (Blanco River Ranch Properties, LP - Z-22-0097) ~ Will Atkinson, Senior Planner

Planning and Zoning Commission voted 5-0 to recommend approval conditioned on full annexation completed first.

City Council voted 4-3 to approve on First Reading.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

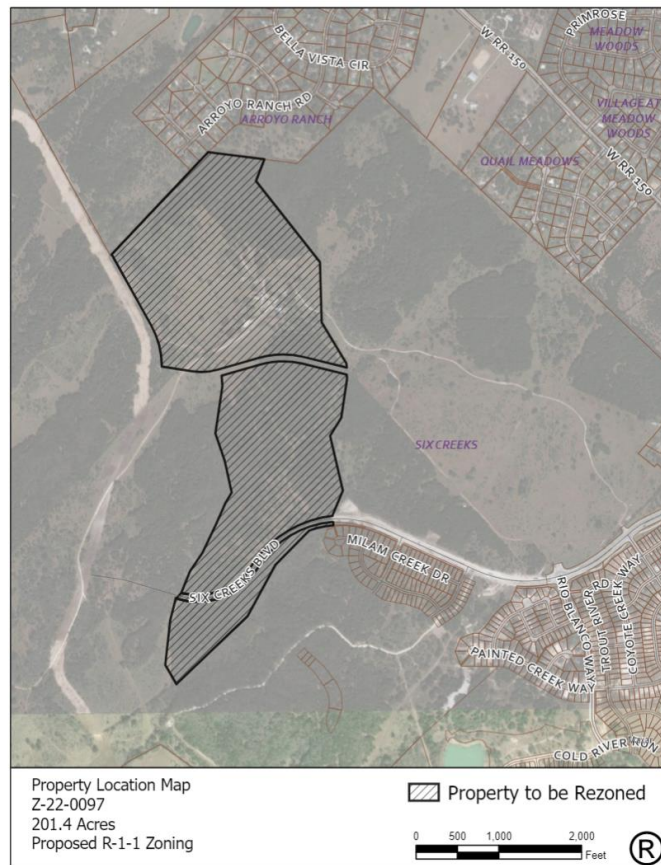
ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Zoning Application/Request
- Survey
- Deed
- Landowner Authorization Form

Property Location	1899 Six Creeks Blvd, TX 78640
Owner	Blanco River Ranch Properties, LP Gregg Reyes, General Partner 1901 Hollister Houston, TX 77080
Agent	Steven Buffum, P.E. Costello, Inc. 9050 N. Capital of Texas Highway, Bldg. 3, Ste. 390 Austin, TX 78759
Request	Rezone 201.4-Acres "A" (Agriculture) to "R-1-1" (Single Family Residential - 1).

Vicinity Map



Site Description

The site is undeveloped and located at 1899 Six Creeks Blvd. It's currently in the Extra-Territorial Jurisdiction of the City of Kyle and is undergoing the annexation process. On all sides there is no zoning (except Six Creeks Blvd (Agriculture), and the adjacent residential to the southeast is in the ETJ (Blanco River Ranch Annexation and De-Annexation Agreement)).

Zoning Map

(none shown)

*Six Creeks Blvd is inside the city limits and is zoned "A" (Agriculture). To the west and adjacent to the area to be re-zoned is acreage inside the city limits (zoned "A"). This area is expected to be a commercial area per the Blanco River Ranch Annexation De-Annexation Agreement.

Existing Zoning

There is no zoning on site, as the site is not yet annexed, and the State of Texas has not enabled zoning in the ETJ. When annexed the zoning will be temporarily assigned the "Agriculture" zoning district.

The annexation of the site began in January of 2022, with the first reading of the ordinance being completed. Per state law, two readings of the annexation ordinance are required. The second read has been delayed to accommodate completion the development agreement and special financing district documents. The second read of the annexation ordinance is expected to be completed on March 22, 2022 at City Council. City Council will consider the zoning request, after approval of the development agreement and annexation. There are no expected major changes to the R-1-1 zoning district in the development agreement.

Requested Zoning

Single Family Residential 1 (R-1-1)

Sec. 53-63. – Purpose and permitted uses

The R-1-1 single-family residential 1 district allows detached single-family residences with a minimum of 1,600 square feet of living area and permitted accessory structures on a minimum lot size of 8,190 square feet. There shall be no more than 3.9 houses per buildable acre.

(Ord. No. 438, § 25(a), 11-24-2003)

Conditions of the Zoning Ordinance

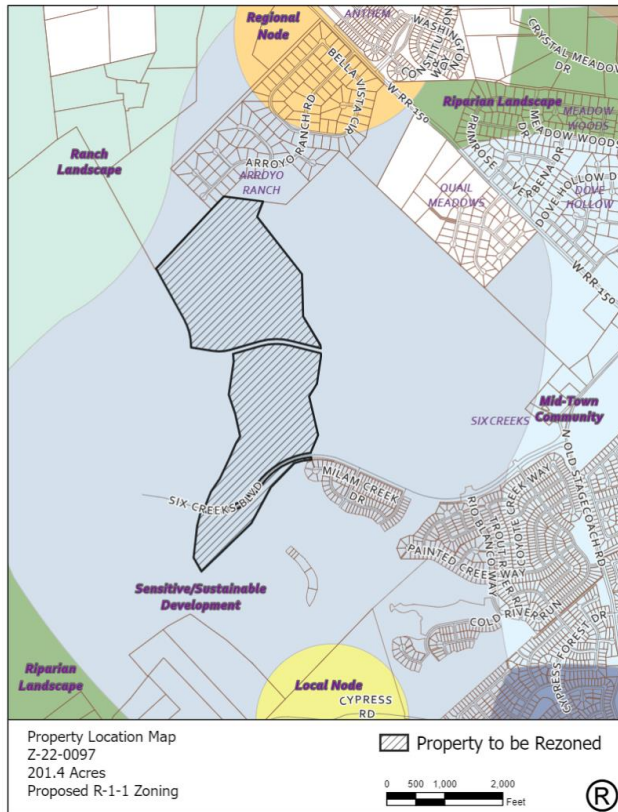
Sec. 53-1205 Amendments

(d)

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

(e)

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



Comprehensive Plan Text

The subject site is located within the “Sensitive/Sustainable” land use districts. The “R-1-1” zoning district is a conditional district in the “Sensitive/Sustainable” land use district.

Sensitive/Sustainable District

Recommended: A, UE

Conditional: **R-1-1**, R-1-2, R-1-A, R-2, R-1-T, R-3-3, T/U, NC, RS

New Town Community

‘Character’: Although the Sensitive/Sustainable Development District is currently lacking in roadway connections and therefore somewhat isolated from the rest of Kyle, the newly planned RR 150 bypass will open a new corridor through this region, as well as new road extending from the southwest to the northeast, around which natural residential expansion into the hill country will continue. The Sensitive/Sustainable Development

District should be characterized primarily by Low-Impact Development. To this end, development and build forms must minimize visual intrusion into the landscape, as well as environmental impact, similar to the Ranch Landscape development pattern. Natural landscape elements should be incorporated into site design and shared/common spaces. Cluster development, conservation subdivisions, and certified resilient building standards are ideal and should be encouraged in this District. These types of development will preserve natural features and amenities while still absorbing an appropriate amount of development pressure.

'Intent': The purpose of the Sensitive/Sustainable Development District is to manage and direct growth toward forms of development that recognize the inherent natural systems and preserve the existing environmental assets. The two districts, bifurcated by the Ranch and Riparian Landscapes will develop with low density residential and light service and retail master planned communities, located along the new RR 150 bypass (which will extend from Arroyo Ranch to the west side of the Yarrington Road interchange with I-35). Suitably scaled retail and commercial opportunities should be encouraged for the provisions of good and services to residents, to keep that portion of the population from having to make cross-region trips for provisions. Development should be directed toward unique, creative, and site-specific forms that will protect the natural landscapes and create a beneficial community for local residents, and low impact development practices should be encouraged. Although a broad range of uses could be manifested in this District, most of the uses are conditional, affording the City opportunity to enforce sustainable development practices.

Analysis

The 201.4-acre tract is adjacent and west of the existing terminus of Six Creeks Boulevard. The site is within the bounds of Phase 2 of the Blanco River Ranch property, with the 6 Creeks development being in Phase 1. The site is currently undeveloped, and consists largely of landscape/ground cover typical in the Central Texas hill country.

For several months, the City and development partners have been working together to create an appropriate development plan for the 201-acres. The site will develop into a single-family residential neighborhood with the zoning district of "R-1-1". The "R-1-1" district has a minimum lot width of 80-feet and lot area of 8,190 square feet. As the site is currently in the Extra Territorial Jurisdiction, a development agreement will be in place as well, primarily focusing on substantial on and offsite infrastructure. In January of 2022, annexation proceedings began with the first read being completed. The second read was delayed and is expected to be complete on March 22, 2022. This also the date of the first City Council read of the zoning request and separate development agreement.

Prior to annexation, on March 22, 2022, the project will have a TIRZ, PID and Development Agreement in place. Both the TIRZ and PID will help fund extra improvements to the project, such as completion of two segments of Six Creeks Blvd, a substantial portion of the FM 150 Bypass (north to W FM 150 at Arroyo Ranch), significant offsite wastewater improvements and portions of the Vybe trail system). These improvements will be in the development agreement. The development agreement will also include the R-1-1 zoning district. No substantial changes the R-1-1 zoning district are expected in the agreement.

The R-1-1 zoning district is conditional per the Sensitive/Sustainable District (2019 Update to the Comprehensive Plan). Following annexation and assignment of zoning, the subdivision plans will integrate into the natural features of the site, preserving the creek ways and ravines, with adjacent pocket parks and amenity center to be built. The natural parkland area will have hiking trails, as will the rest of the Blanco River Ranch property as it develops. As this site is in the Edwards Aquifer Contributing Zone of the Transition Zone, stormwater detention ponds are designed with water quality components. The design allows for water to be re-absorbed back into the aquifer with minimal pollution. The developer will be required to receive approval of the water quality ponds from the Texas Commission on Environmental Quality, prior to approval of subdivision plans from the City of Kyle.

Major Roads/Streets – Six Creeks Boulevard & FM 150 Bypass

Water Service – City of Kyle

Wastewater Service – City of Kyle

Law Enforcement – City of Kyle

Fire Service – Emergency Services District 5 (Kyle Fire Department)

***At the March 8, 2022 Planning & Zoning Commission meeting, the Commission voted 5-0 to recommend approval with a condition to full annex the property prior to approval of the zoning by the Mayor & Council.**

Recommendation

As the comprehensive plan supports the request to “R-1-1”, Staff asks the Mayor & Council to support the zoning request as presented.

Attachments

- Staff Report
- Zoning Application Request
- Deed
- Landowner Authorization Form

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 201.4 ACRES FROM AGRICULTURE ‘A’ TO SINGLE FAMILY RESIDENTIAL-1 ‘R-1-1’ FOR PROPERTY LOCATED AT 1899 SIX CREEKS BLVD, IN HAYS COUNTY, TEXAS; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 201.4 acres to from Agriculture ‘A’ to Single Family Residential-1 ‘R-1-1’ on property located at 1899 Six Creeks Blvd, Hays County, Texas and the property location map labeled ‘Exhibit 2’.

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

SECTION 3. The associated location of the property, per metes and bounds, is attached as ‘Exhibit 1’.

SECTION 4. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 5. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 6. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit 1

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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;

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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;

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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

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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*,

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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;

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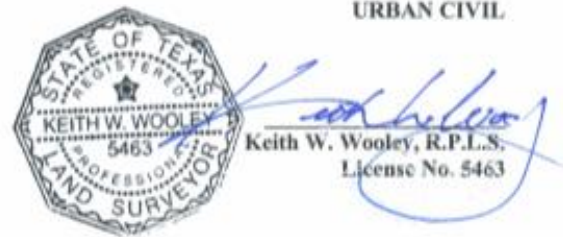
Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- 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.



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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

830.606.3913 | 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.

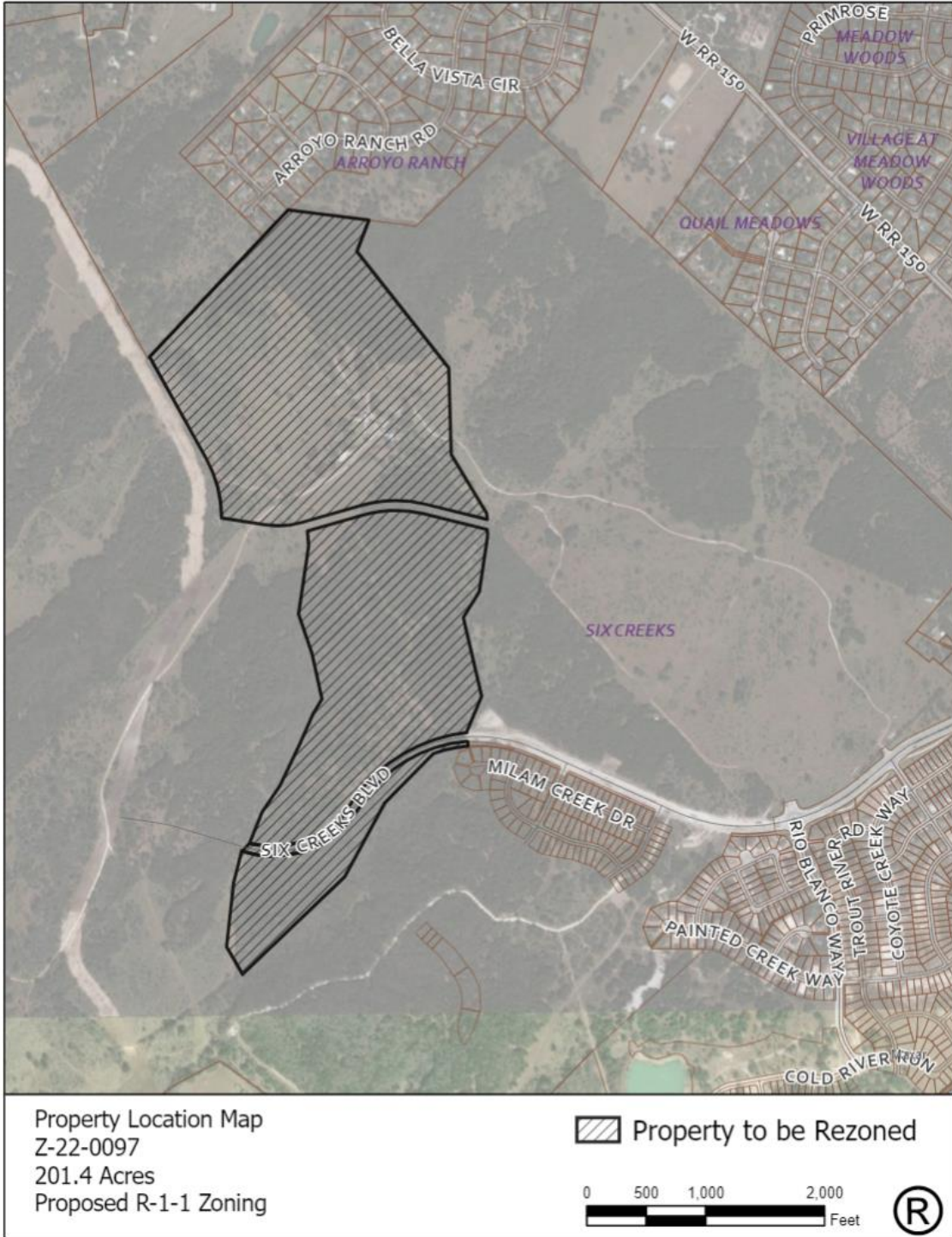


URBAN CIVIL

Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

Page 2 of 2

Exhibit 2



APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: Blanco River Ranch Properties, LP
(Name of Owner)

02/07/2022
(Submittal Date)

INSTRUCTIONS:

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

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

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

- 1. Completed application form with owner’s original signature.
- 2. Letter explaining the reason for the request.
- 3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof.
Newspaper Publication Fee: \$190.21 **Sign Notice Fee:** \$127.00

Total Fee: \$1,474.26

- 4. A map or plat showing the area being proposed for rezoning.
- 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
- 6. Certified Tax certificates: County X School City
- 7. Copy of Deed showing current ownership.

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

1. Zoning Request:

Current Zoning Classification: N/A (E.T.J.)
 Proposed Zoning Classification: R-1-1
 Proposed Use of the Property: Single-Family Residential
 Acreage/Sq. Ft. of Zoning Change: 201.377

2. Address and Legal Description:

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

Street Address: East of FM 150 and off Six Creeks Blvd, Kyle, TX 78640

Subdivision Name/Lot & Block Nos.: Tract One, Two, and Three of Blanco River
Ranch Properties

Property Recording Information: Hays County
Volume/Cabinet No. 5230 Page/Slide No. 583

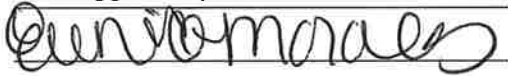
3. Ownership Information:

Name of Property Owner(s): Blanco River Ranch Properties, LP

Managing Partner: Gregg T. Reyes

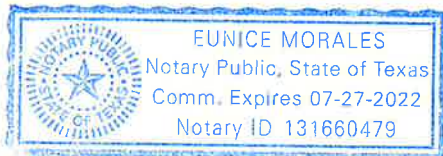
Certified Public Notary:

This document was acknowledged before me on the 4th day of February, 2022, by
Gregg T. Reyes (Owner(s)).



Notary Public State of Texas

(Seal)



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

Address of Owner: 1901 Hollister

Houston, Texas 77080

Phone Number: 713-957-4003

Fax Number: 713-681-0077

Email Number: greyes@reytec.net

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

Signed: 

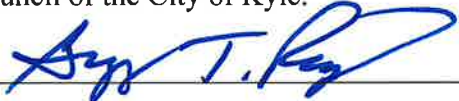
Date: February 4, 2022

4. Agent Information:

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

Agent's Name: Steven Buffum
Agent's Address: 9050 N. Capital of TX Hwy, Bldg. 3, Suite 390
Austin, TX 78759
Agent's Phone Number: (512) 646-3463
Agent's Fax Number: n/a
Agent's Mobile Number: n/a
Agent's Email Number: sbuffum@costelloinc.com

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

Owner's Signature: 
Date: February 4, 2022

*Do Not Write Below This Line
Staff Will Complete*

Tax Certificates: County School City

Certified List of Property Owners Within 200'

All Fees Paid: Filing/Application Mail Out Costs

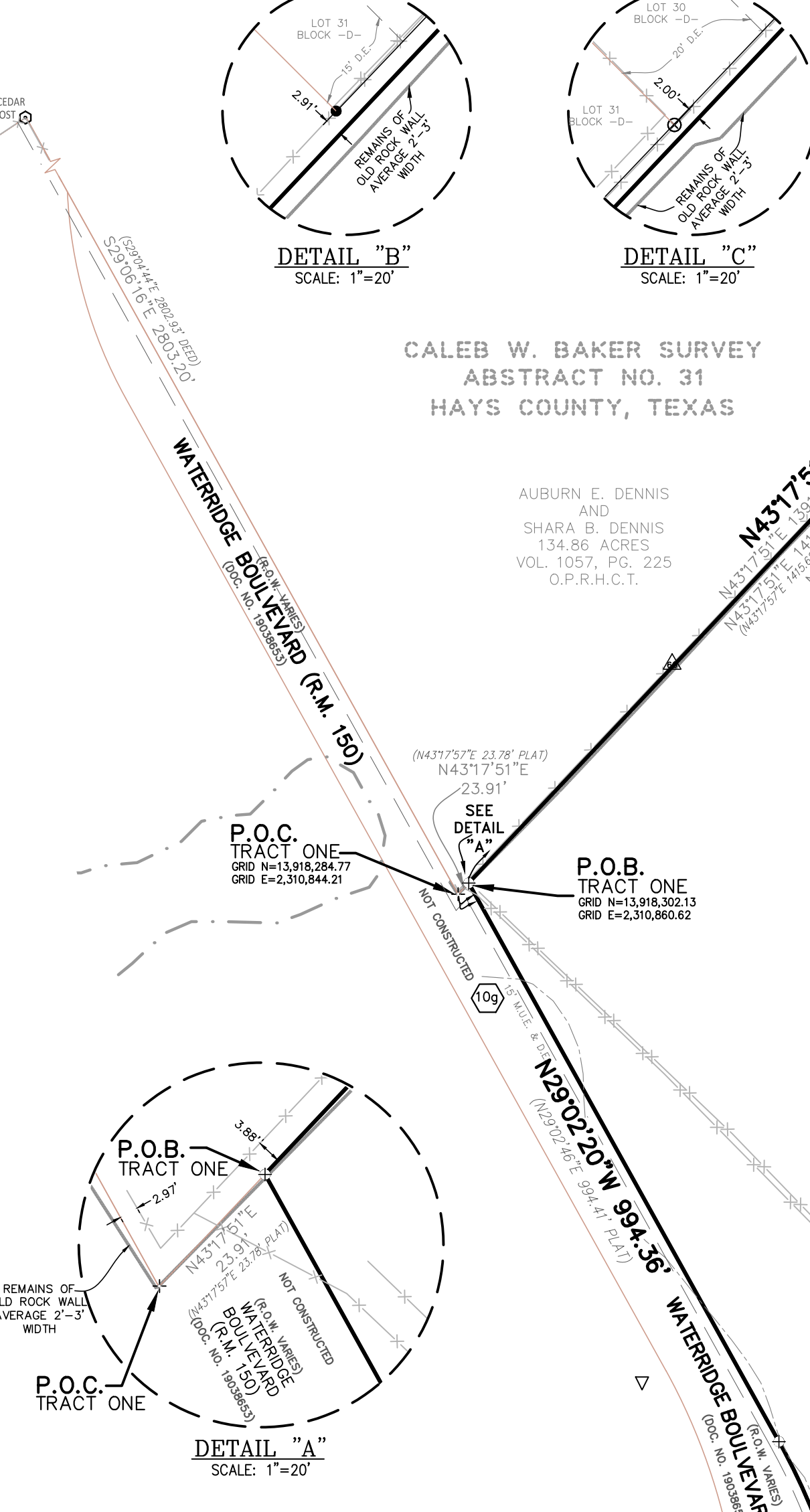
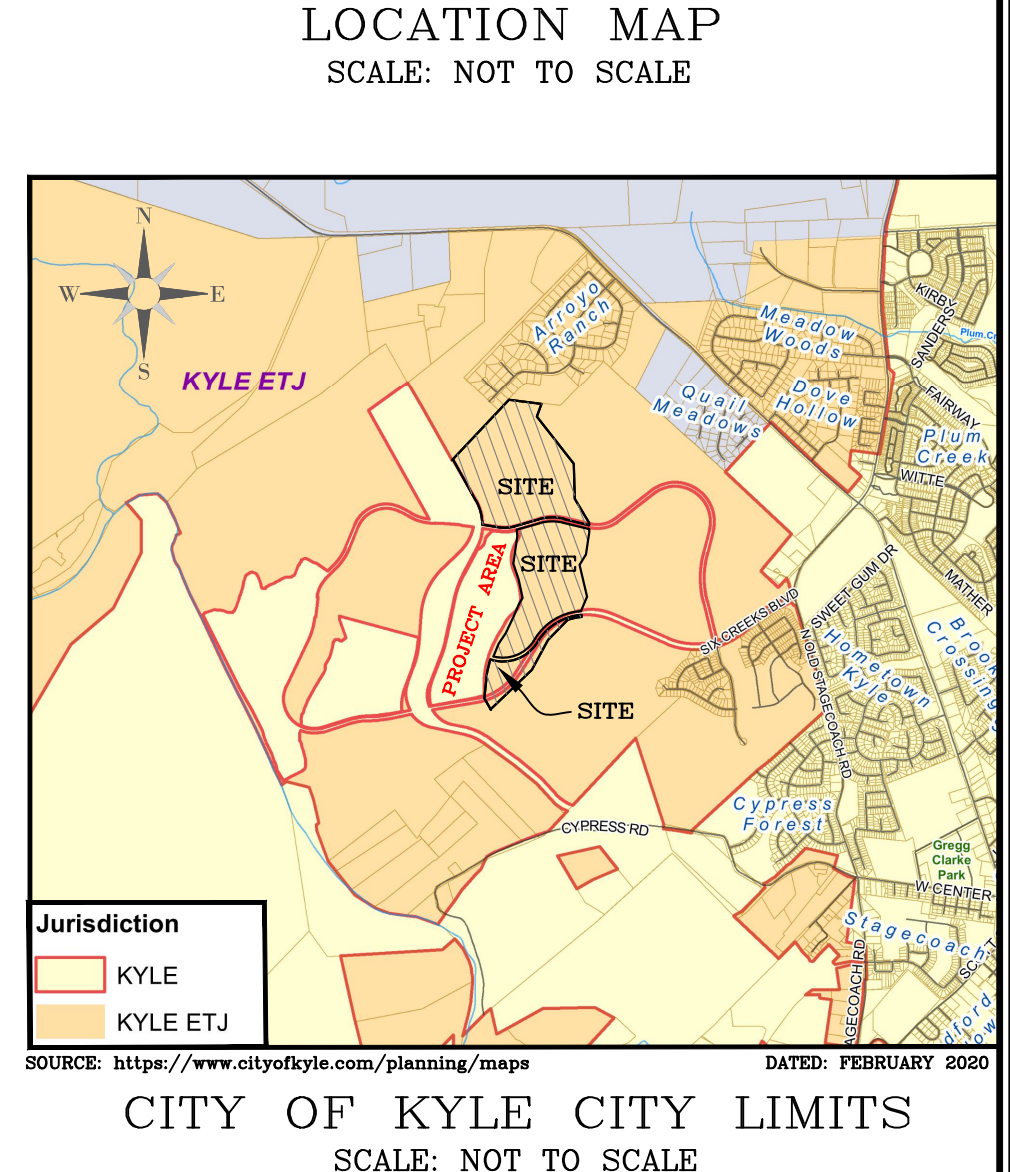
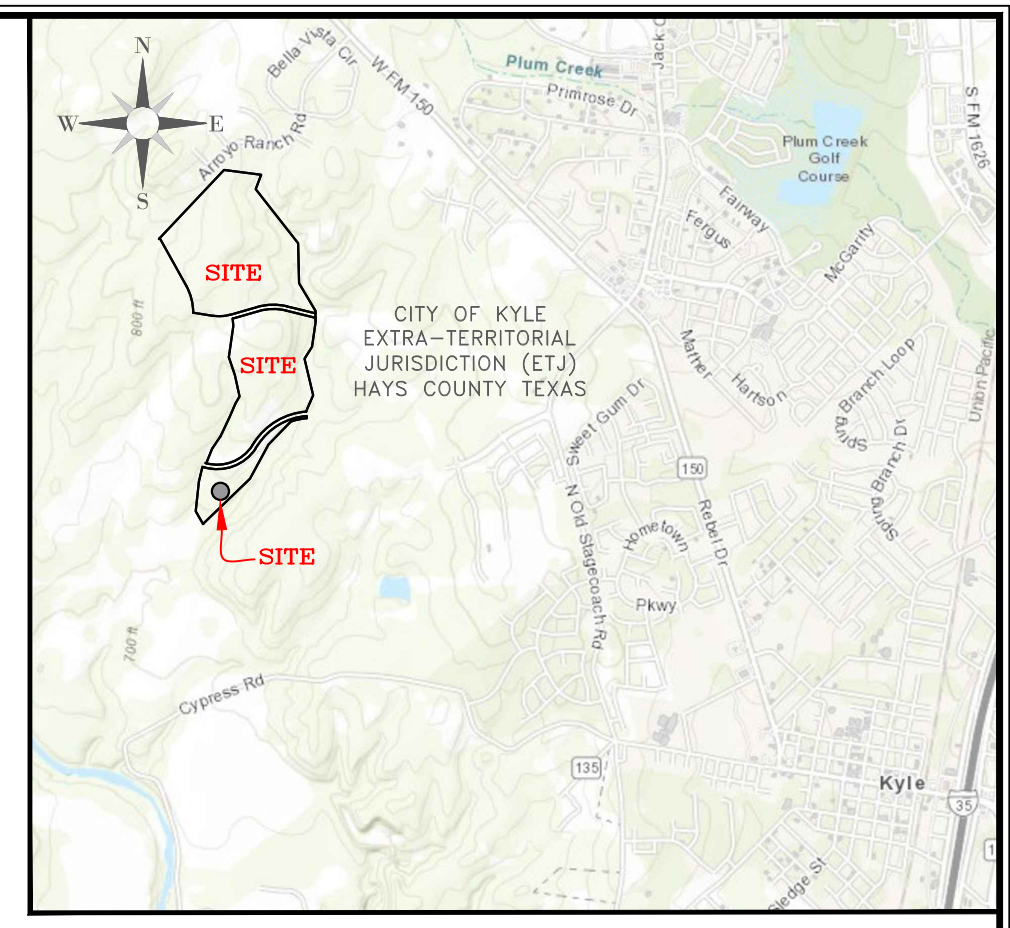
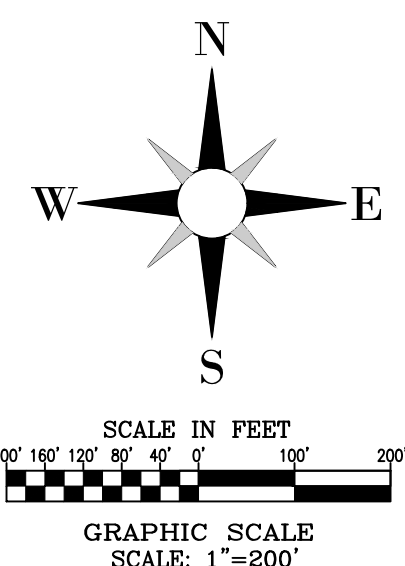
Attached Map of Subject Property

Accepted for Processing By: _____ Date: _____

Date of Public Notification in Newspaper: _____

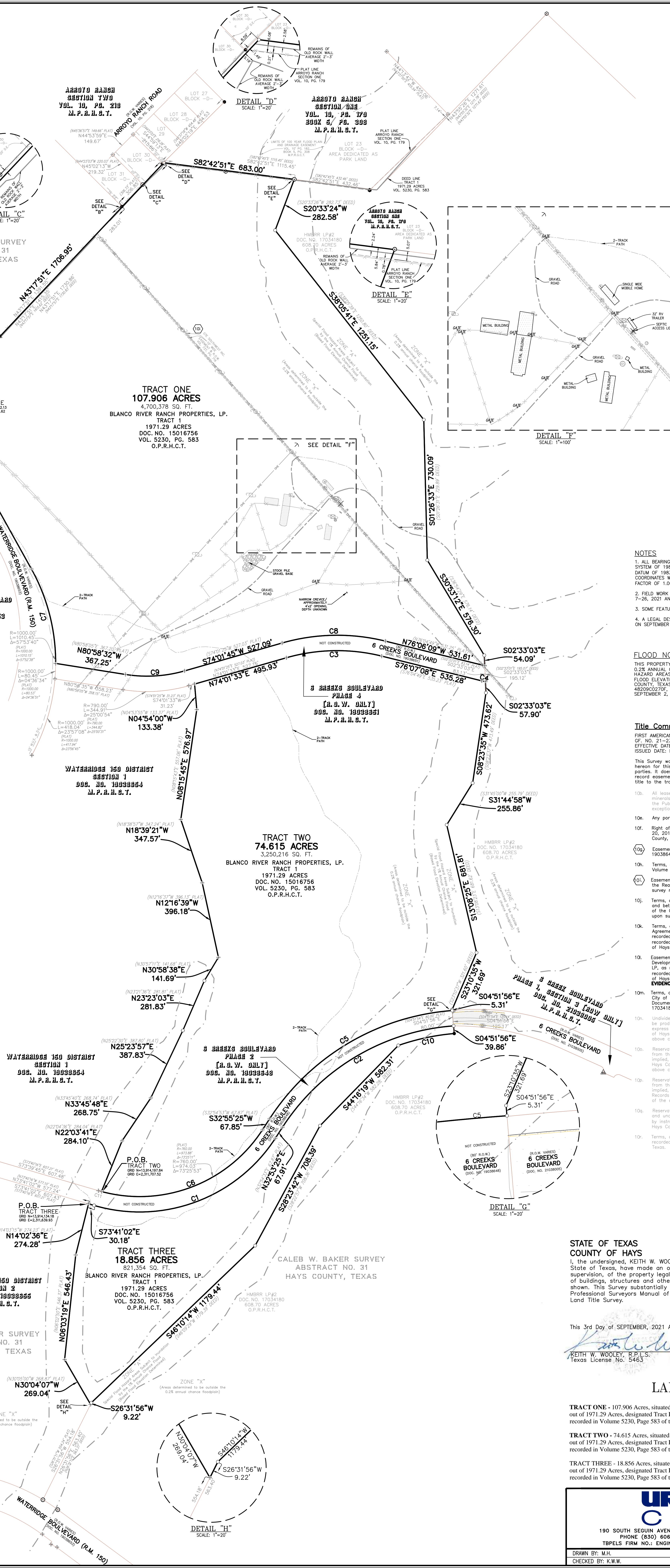
Date of Public Hearing Before Planning and Zoning Commission: _____

Date of Public Hearing Before City Council: _____



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	309.94	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
 - 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 1.000100/09900000).
- 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 4820903285F, 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 for any subsequent transactions, less 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 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 subterranean waters including, without limitation, all percolating waters and underground reservoirs and all other rights in connection with same, as set forth by instrument(s) 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.

This 3rd Day of SEPTEMBER, 2021 A.D.

Keith W. Wooley
 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		REVISIONS	
190 SOUTH SEQUIN AVENUE NEW BRAUNFELS, TEXAS 78130		DATE	DESCRIPTION
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		
		SHEET 1 OF 1	

Hays TX
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



70 2015 15016756

Instrument Number: 2015-15016756

As

Recorded On: June 03, 2015

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

Item # 31

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} RT

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 Elwell 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.

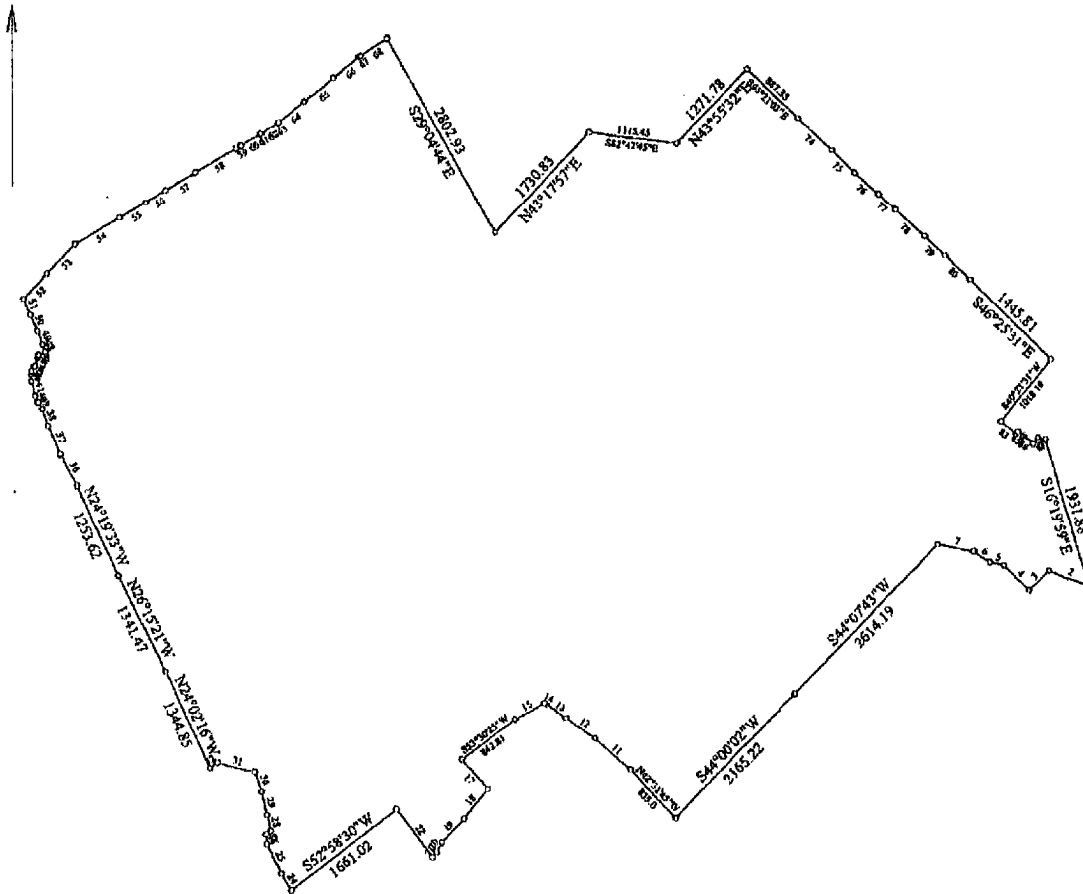
Note: This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated August 9, 2005.

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	

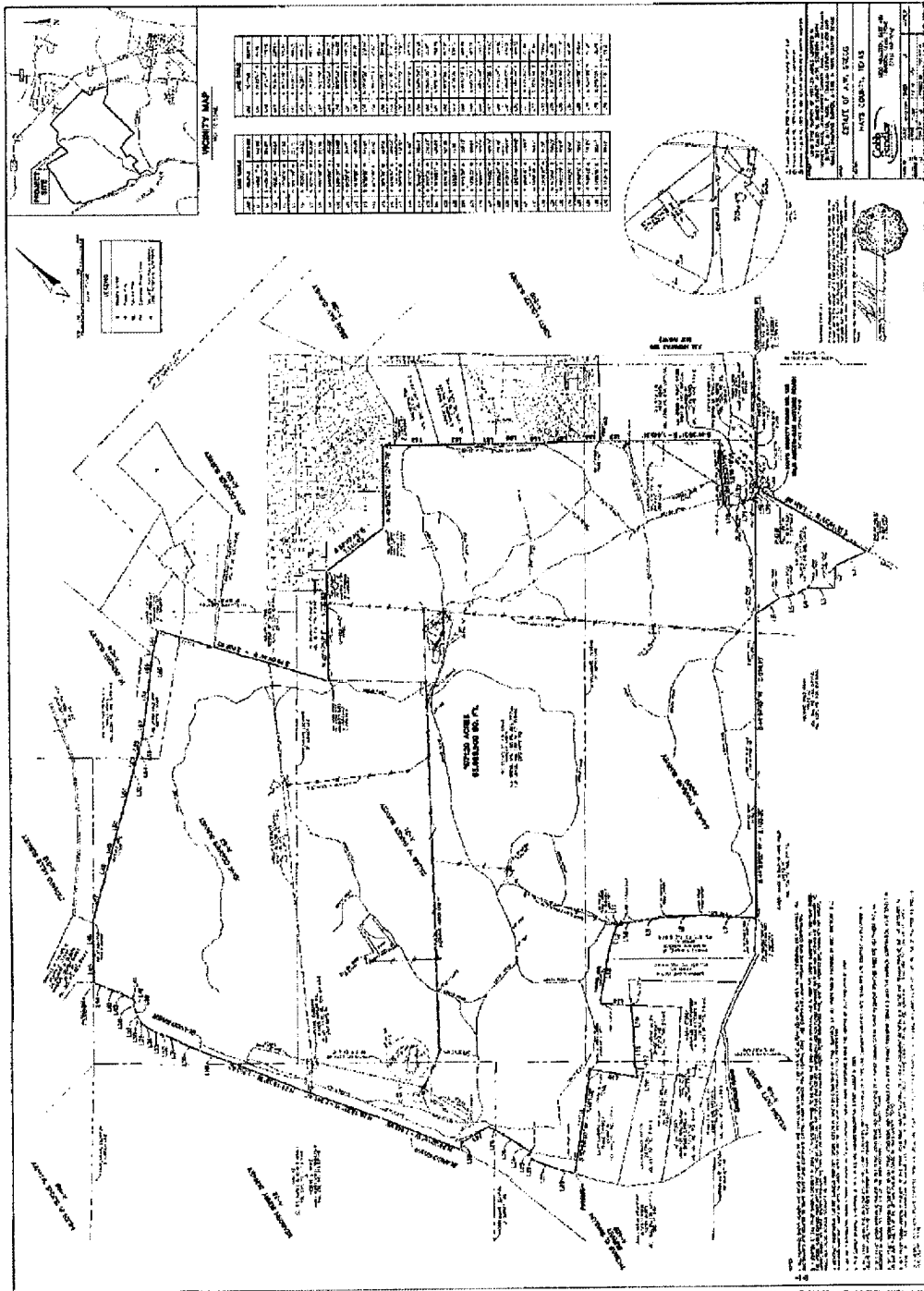


Exhibit "A-2"

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;



12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

Metes and Bounds Description
195.14 Acres
Page 2 of 2

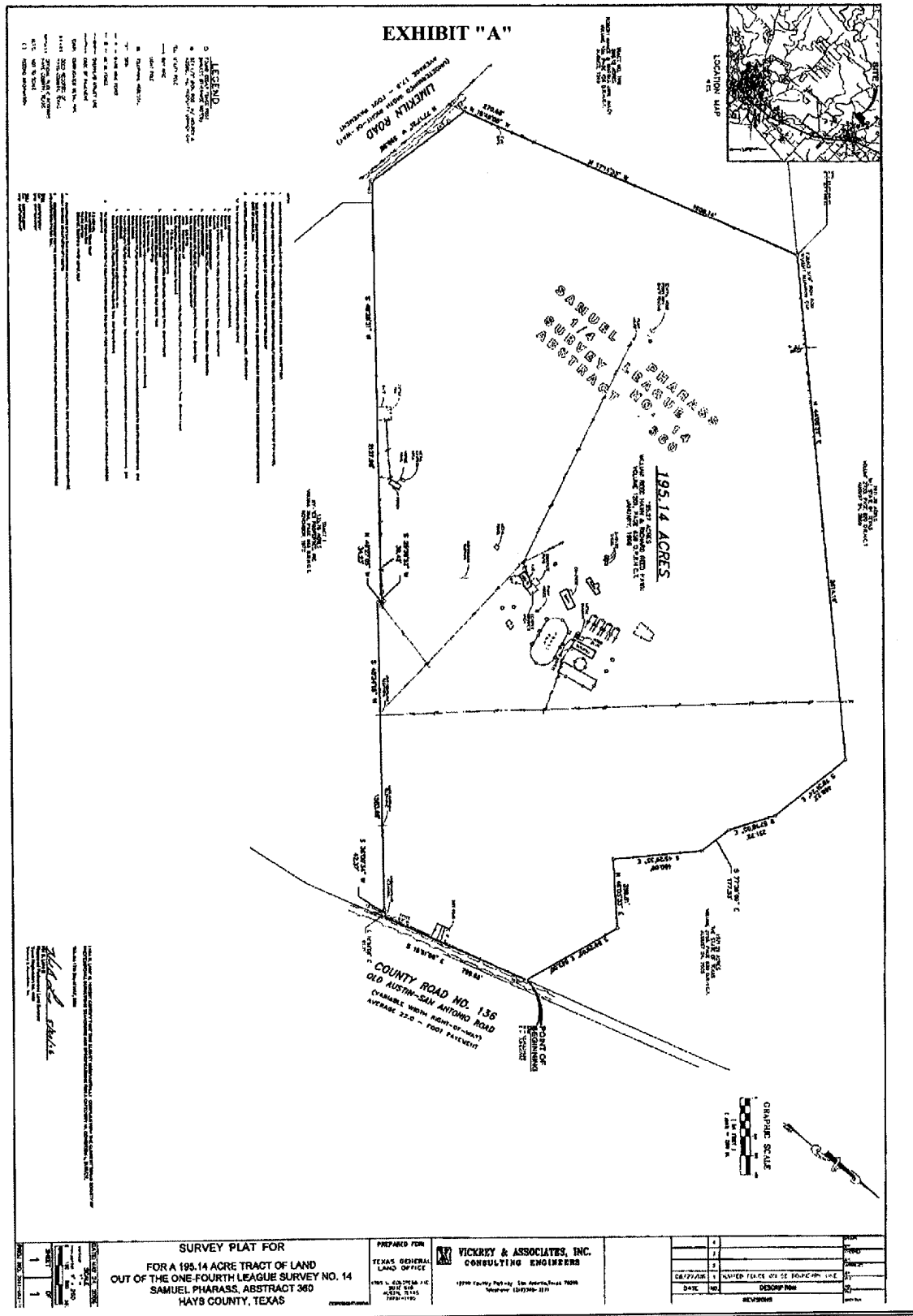
- Thence N 77°17'21" W, along the said North right-of-way line of Limekiln Road a distance of 599.98 feet to a found cedar fence post for the most Western Southwest corner of the herein described tract and being the most Southern Southeast corner of a 260.12 acre tract of land recorded in Volume 135, 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 195.14acres
 May 24, 2006



11-GF# 201500699 JPB
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

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RECORDING PURPOSES**

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



CITY OF KYLE, TEXAS

Edward Bullock - Annexation (ANNX-22-0017)

Meeting Date: 5/3/2022

Date time:7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance of the City of Kyle, Texas annexing 119.703 acres of land, more or less located at 1111 and 1113 Roland Lane, approximately 3,000' northwest of the intersection of IH-35 & Roland Lane in Hays County, Texas including the abutting streets, roadways, and rights-of-way into the corporate limits of the City. (Edward Bullock - ANNX-22-0017) ~ *Will Atkinson, Senior Planner*

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

Other Information: Consideration of item is requested to be postponed until regularly scheduled 5/17/2022 City Council Meeting.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Request Letter
- Annexation Ordinance
- Annexation Schedule
- Deed #1
- Deed #2
- Survey



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Will Atkinson – Senior Planner

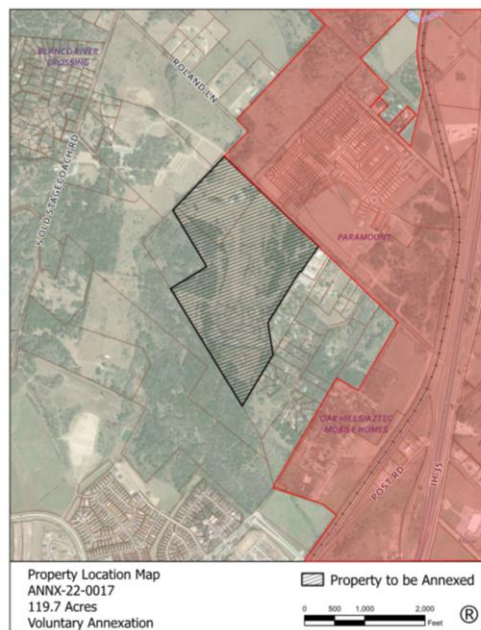
DATE: Tuesday, March 22, 2022

SUBJECT: Annexation Petition (ANNX-21-0017); 119.703 Acres at 1111 & 1113 Roland Lane

REQUEST

Representatives of the Bullock tract (119.703-Acres) are requesting annexation into the City of Kyle. This acreage is adjacent to the existing city limits boundaries on Roland Lane. Following annexation, the owners will be asking to rezone to a mix of single-family residential and service based commercial.

LOCATION MAP



Red Denotes Adjacent City Limits

UTILITY PROVIDERS

Water: City of Kyle
Wastewater: City of Kyle
Electricity: Pedernales Electric Cooperative
Gas: Centerpoint Energy or Texas Gas
Internet: Spectrum & Grande

CITY OF KYLE SERVICES

- Police
- Planning/Building Permits/Inspections
- Maintenance of Streets
- Economic Development Incentives

FIRE SERVICE

- Emergency Service District 5 (Kyle Fire Department)

RECOMMENDATION

Staff asks the Mayor and Council to support the annexation petition by affirmative vote.

February 1, 2022

City of Kyle Planning Department
100 W. Center Street
Kyle, TX 78640

RE: Request for Annexation
Bullock Tract
1111/1113 Roland Lane
Kyle, Texas 78640

I, Edward Coster Bullock, Jr., am requesting annexation for my properties at 1111 and 1113 Roland Lane, Kyle, TX 78640. The property ID numbers of the properties in question are R14869 (23.65 ac), R14870 (1.00 ac), and R18869 (95.96 ac), and annexation will be for 119.703 acres as described in the survey. I hereby acknowledge that the property is contiguous to current city limits along the northeastern edge of the tract, where Roland Lane borders the assemblage. There are currently 2 residents living on the property.

The current use of the property is mainly agricultural with one homestead. There is one driveway from Roland Lane and to the homestead, which is comprised of +/- 3,600 square feet of living space and other various improvements.

The proposed use is mainly residential with a 32.009ac portion being Agricultural zoning. The proposed zoning for the portion of the tract that will be developed will be a combination of R-1-C (Residential Condominium District) and R-1-A (Single-Family Attached, Garden Home District). There will also be R-1-2 (Single Family Residential 2 District) with 65' wide lots and R-1-3 (Single Family Residential 3 District) with 50' wide lots. In addition, there will be multifamily and commercial areas.

Attached is a map and legal description of the property along with ownership documents. Please feel free to contact me with any questions or concerns.

Sincerely,

Edward Coster Bullock, Jr.
1111/1113 Roland Lane
Kyle, TX 78640

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 119.703 ACRES, LOCATED AT 1111 & 1113 ROLAND LANE, APPROXIMATELY 3,000' NORTHWEST OF THE INTERSECTION OF IH-35 & ROLAND LANE, OF LAND IN HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas, (the "City") is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner's request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City 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:

Deed #1

Deed: BEING A TWENTY-FIVE (25) ACRE TRACT OF LAND, TOGETHER WITH IMPROVEMENTS, SITUATED PARTLY IN THE Z. HINTON SURVEY NO. 12, AND PARTLY IN THE JAMES W. WILLIAMS SURVEY 1/3 LEAGUE, PATENT NO. 68, VOL. 5, ALL IN HAYS COUNTY, TEXAS ABSTRACT NO. 166, IN HAYS COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the North corner of a tract of land conveyed by Jason Wilson and wife to Julius Giesecke by deed dated May 22nd, 1896, recorded in Vol. 35, pages 434-436, Hays County Deed records; THENCE S. 45 degrees W. 716 varas with fence to a cedar post, THENCE S. 29 degrees 20' E. 1147 varas with the S.W. line of the said tract to a stake for corner; THENCE N. 32 degrees 45' E. 1049 varas to a stake in the N. E. line of said Jason Wilson tract, from which stake a Live Oak 18" dia. mkd. X bears due S. 10 vrs; THENCE N. 45 degrees W. 881.7 varas with the line of said Jason Wilson tract to the place of beginning, and containing 150.1 acres of land, more or less, and being the identical land conveyed by and described in a deed from W. E. Welge, Guardian of the Estates of Norma Dell Welge and Marvin Charles Welge, Minors, to A. A. Hale, recorded in Volume 132, pages 216-218, Deed Records of Hays County, Texas.

There is excepted from the above-described parcel of land and not conveyed hereby, that tract of 125 acres conveyed by A. A. Hale and wife, Leta G. Hale, to the Veterans' Land Board of the State of Texas, by deed dated June 22, 1959, and of record in Volume 178, page 27, Deed Records of Hays County, Texas, which 125 acres of land is fully described by metes and bounds in said deed, to which instrument, and the record thereof, reference is here made and same made a part hereof for further description of said excepted tract, and further described as the tract of land described in a deed dated February 28, 1963, recorded in Vol. 195, page 210 of the Real Property Records of Hays County, Texas, from Robert Agee Hale et al to Leta G. Hale.

Deed #2

Deed: THAT CERTAIN REAL PROPERTY LYING AND BEING SITUATED IN THE COUNTY OF HAYS AND STATE OF TEXAS, BEING 60.7 ACRES OUT OF THE Z. HINTON SURVEY #12 AND 64.3 ACRES OUT OF THE JAMES W. WILLIAMS SURVEY #11, A PORTION OF THAT TRACT DESCRIBED AS 150.1 ACRES OF LAND IN DEED FROM WILL H. SCHAEFER ET ALL TO A. A. HALE, SAID DEED DATED JUNE 5, 1945, AND RECORDED IN VO.. 132, PAGE 218, HAYS COUNTY DEED RECORDS.

BEGINNING at a concrete monument set at a corner post for the most Easterly corner of the tract herein described, same being the most Easterly corner of the aforementioned Hale 150.1 acre tract and the most Northerly corner of that tract of 82.0 acres of land conveyed to Frank A. Stampert by Walter J. Vaughn and wife by deed dated May 14, 1945, and recorded in Volume 137, page 316, Hays County Deed Records. Said beginning corner being also on the S. W. side of a county road;

THENCE with S.W. side of country road and fence N. 44 degrees 59' W. 281. vs. (Record) crossing the S. E. line of the Z. Hinton Survey No. 12 and the N.W. line of the James W. Williams Survey #11, and continuing on in all 580.4 varas to a concrete monument for the most Easterly North corner of the tract herein described;

THENCE leaving county road S. 38 degrees 37' W. 417.6 varas to a concrete monument for a re-entrant corner of the tract herein described;

THENCE N. 44 degrees 59' W. 350.7 varas to a concrete monument set under the fence for most Westerly North Corner of the tract herein described, same being on the Southeast line of that tract of 300 acres of land described in a deed from Mrs. Mattie C. Parke to Cecil Hughson, said deed dated November 45, 1930, and recorded in Vol. 102, page 169, Hays County Deed Records;

THENCE with fence and Northeast line of Hughson tract, S. 45 degrees 40' W. 116.7 varas to angle point;

THENCE continuing with fence and Northeast line of Hughson tract S. 45 degrees 12' W. 177.2 varas to a concrete monument for the most Westerly corner of the tract herein described, same being a re-entrant corner in the aforementioned Hughson tract as fenced and used upon the ground; THENCE continuing with Hughson line and fence S. 29 degrees 35' E. 976.1 varas to angle point; THENCE with fence and Hughson line S. 31 degrees 25' E. 56.9 varas to angle point; THENCE continuing with fence and Hughson line S. 30 degrees 40' E. 116.6 varas to a concrete monument at corner post for the most Southerly corner of the tract herein described same being the most Westerly corner of the aforementioned Frank A. Stampert 82.0 acre tract, and on the line of the aforementioned Hughson 300 acre tract; THENCE with fence and Northwest line of Stampert 82.0 acre tract leaving Hughson tract N. 32 degrees 32' E. 1034.8 varas to the place of beginning, containing 125.00 acres of land according to survey made on the ground in February, 1959, by James R. Hall, Registered Hays County Public Surveyor #408.

Being the same tract of land as described in a deed dated April 5, 1972, recorded in Vol. 250, Page 33 of the real property records of Hays County, Texas, from the Veteran's Land Board of the State of Texas to Melvin Edison Hale.

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. 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 _____, 2022.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2022.

ATTEST: **CITY OF KYLE, TEXAS**

Jennifer Holm City Secretary

Travis Mitchell, Mayo

Exhibit "1"

SUBJECT PROPERTY DESCRIPTION

+/- 82.951 Acres

EXHIBIT "A"

1127 632

Being a twenty-five (25) acre tract of land, together with improvements, situated partly in the Z. Hinton Survey No. 12, and partly in the James W. Williams Survey of 1/3rd League, Patent No. 68, Vol. 5, all in Hays County, Texas, described by metes and bounds as follows:

BEGINNING at the North corner of a tract of land conveyed by Jason Wilson and wife to Julius Giesecke by deed dated May 22nd, 1896, recorded in Vol. 35, pages 434-436, Hays County Deed records; THENCE S. 45° W. 716 varas with fence to a cedar post; THENCE S. 29° 20' E. 1147 varas with the S. W. line of the said tract to a stake for corner; THENCE N. 32° 45' E. 1049 varas to a stake in the N. E. line of said Jason Wilson tract, from which stake a Live Oak 18" in dia. mkd. X bears due S. 10 vrs; THENCE N. 45° W. 881.7 varas with the line of said Jason Wilson tract to the place of beginning, and containing 150.1 acres of land, more or less, and being the identical land conveyed by and described in a deed from W. E. Welge, Guardian of the Estates of Norma Dell Welge and Marvin Charles Welge, Minors, to A. A. Hale, recorded in Volume 132, pages 216-218, Deed Records of Hays County, Texas.

There is excepted from the above-described parcel of land and not conveyed hereby, that tract of 125 acres conveyed by A. A. Hale and wife, Leta G. Hale, to the Veterans' Land Board of the State of Texas, by deed dated June 22, 1959, and of record in Volume 178, page 27, Deed Records of Hays County, Texas, which 125 acres of land is fully described by metes and bounds in said deed, to which instrument, and the record thereof, reference is here made and same made a part hereof for further description of said excepted tract, and further described as the tract of land described in a deed dated February 28, 1963, recorded in Vol. 195, page 210 of the Real Property Records of Hays County, Texas, from Robert Agee Hale et al to Leta G. Hale.

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stipulated herein by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

JAN 30 1995



Norma Dell Welge
COUNTY CLERK
HAYS COUNTY, TEXAS

EXHIBIT "A"

1127 635

That certain real property lying and being situated in the County of Hays and State of Texas, being 60.7 acres out of the Z. Hinton Survey #12 and 64.3 acres out of the James W. Williams Survey #11, a portion of that tract described as 150.1 acres of land in deed from Will H. Schaefer et al to A.A. Hale, said deed dated June 5, 1945, and recorded in Vol. 132, page 218, Hays County Deed Records.

BEGINNING at a concrete monument set at a corner post for the most Easterly corner of the tract herein described, same being the most Easterly corner of the aforementioned Hale 150.1 acre tract and the most Northerly corner of that tract of 82.0 acres of land conveyed to Frank A. Stampert by Walter J. Vaughn and wife by deed dated May 14, 1945, and recorded in Volume 137, page 316, Hays County Deed Records. Said beginning corner being also on the S.W. side of a county road;

THENCE with S.W. side of county road and fence N. 44° 59' W. 281.7 vs. (Record) crossing the S.E. line of the Z. Hinton Survey No. 12 and the N.W. line of the James W. Williams Survey #11, and continuing on in all 580.4 varas to a concrete monument for the most Easterly North corner of the tract herein described;

THENCE leaving county road S. 38° 37' W. 417.6 varas to a concrete monument for a re-entrant corner of the tract herein described;

THENCE N. 44° 59' W. 350.7 varas to a concrete monument set under the fence for most Westerly North corner of the tract herein described, same being on the Southeast line of that tract of 300 acres of land described in a deed from Mrs. Mattie C. Parke to Cecil Hughson, said deed dated November 45, 1930, and recorded in Vol. 102, page 169, Hays County Deed Records;

THENCE with fence and Northeast line of Hughson tract, S. 45° 40' W. 116.7 varas to an angle point;

THENCE continuing with fence and Northeast line of Hughson tract S. 45° 12' W. 177.2 varas to a concrete monument for the most Westerly corner of the tract herein described, same being a re-entrant corner in the aforementioned Hughson tract as fenced and used upon the ground; THENCE continuing with Hughson line and fence S. 29° 35' E. 976.1 varas to angle point; THENCE with fence and Hughson line S. 31° 25' E. 56.9 varas to angle point; THENCE continuing with fence and Hughson line S. 30° 40' E. 116.6 varas to a concrete monument at corner post for the most Southerly corner of the tract herein described same being the most Westerly corner of the aforementioned Frank A. Stampert 82.0 acre tract, and on the line of the aforementioned Hughson 300 acre tract; THENCE with fence and Northwest line of Stampert 82.0 acre tract leaving Hughson tract N. 32° 32' E. 1034.8 varas to the place of beginning, containing 125.00 acres of land according to survey made on the ground in February, 1959, by James R.

1127 636

Hall, Registered Hays County Public Surveyor #408.

Being the same tract of land as described in a deed dated April 5, 1972, recorded in Vol. 250, page 33 of the real property records of Hays County, Texas, from the Veteran's Land Board of the State of Texas to Melvin Edison Hale.

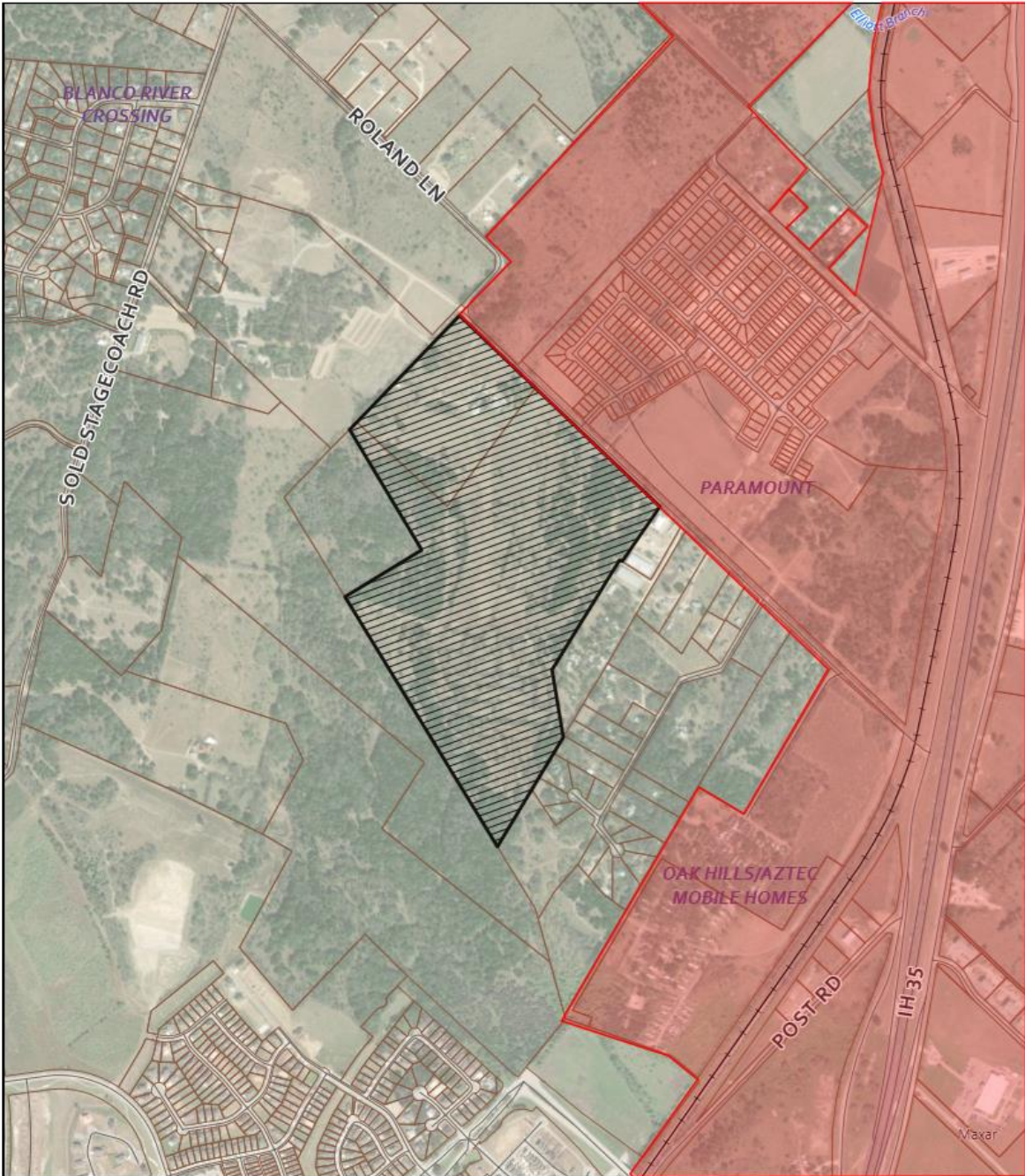
Unofficial

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

JAN 30 1995



David D. Dandy
COUNTY CLERK
HAYS COUNTY, TEXAS



Property Location Map
 ANNX-22-0017
 119.7 Acres
 Voluntary Annexation


 Property to be Annexed



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: public streets per the City of Kyle Transportation Masterplan and project's portion of the Vybe trail system. 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.

WARRANTY DEED

1127 830

Date: January 30, 1995

Grantor: Leta G. Hale, a single woman

Grantor's Mailing Address:

38 Roland Lane
Kyle, Hays County,
Texas, 78640

DOC# 373802

FILED FOR RECORD
DOC# 373802 #13
01-30-1995 02:24:19
RONNIE DANIELLEY
HAYS COUNTY

Grantee: Edward Coster Bullock, Jr.

Ret:

Grantee's Mailing Address:

400 Homestead Road
Kyle, Hays County,
Texas, 78640

Consideration:

Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is hereby acknowledged, and further, for and in consideration of the love, affection, care, maintenance, hard work, and improvements provided by Grantee.

Property:

My twenty-five (25) acres of land in Hays County, Texas more particularly described in Exhibit "A" attached hereto, AND SUBJECT TO the reservation in this instrument.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT to any and all covenants, easements, rights of ways, etc. of record
2. SUBJECT to any taxes, penalties and interest which are the responsibility of grantee.
3. LIFE ESTATE - Grantor reserves to himself the exclusive possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of grantor.
4. FURTHER SUBJECT TO A LIFE ESTATE HEREIN GRANTED TO MELVIN EDISON HALE in said twenty-five (25) acres - Grantor reserves to Melvin Edison Hale the joint possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of Melvin Edison Hale.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Letta G. Hale

LETA G. HALE

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30th day of January, 1995 by LETA G. HALE.

(SEAL)



Lise Morse

Notary Public in and for
the State of Texas

PREPARED IN THE LAW OFFICE OF:

DAVID H. MORRIS
Attorney at Law
130 E. San Antonio
San Marcos, Texas 78666

Unofficial Copy

EXHIBIT "A"

1127 632

Being a twenty-five (25) acre tract of land, together with improvements, situated partly in the Z. Hinton Survey No. 12, and partly in the James W. Williams Survey of 1/3rd League, Patent No. 68, Vol. 5, all in Hays County, Texas, described by metes and bounds as follows:

BEGINNING at the North corner of a tract of land conveyed by Jason Wilson and wife to Julius Giesecke by deed dated May 22nd, 1896, recorded in Vol. 35, pages 434-436, Hays County Deed records; THENCE S. 45° W. 716 varas with fence to a cedar post; THENCE S. 29° 20' E. 1147 varas with the S. W. line of the said tract to a stake for corner; THENCE N. 32° 45' E. 1049 varas to a stake in the N. E. line of said Jason Wilson tract, from which stake a Live Oak 18" in dia. mkd. X bears due S. 10 vrs; THENCE N. 45° W. 881.7 varas with the line of said Jason Wilson tract to the place of beginning, and containing 150.1 acres of land, more or less, and being the identical land conveyed by and described in a deed from W. E. Welge, Guardian of the Estates of Norma Dell Welge and Marvin Charles Welge, Minors, to A. A. Hale, recorded in Volume 132, pages 216-218, Deed Records of Hays County, Texas.

There is excepted from the above-described parcel of land and not conveyed hereby, that tract of 125 acres conveyed by A. A. Hale and wife, Leta G. Hale, to the Veterans' Land Board of the State of Texas, by deed dated June 22, 1959, and of record in Volume 178, page 27, Deed Records of Hays County, Texas, which 125 acres of land is fully described by metes and bounds in said deed, to which instrument, and the record thereof, reference is here made and same made a part hereof for further description of said excepted tract, and further described as the tract of land described in a deed dated February 28, 1963, recorded in Vol. 195, page 210 of the Real Property Records of Hays County, Texas, from Robert Agee Hale et al to Leta G. Hale.

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

JAN 30 1995



Doris Dammally
COUNTY CLERK
HAYS COUNTY, TEXAS

WARRANTY DEED

1127 633

Date: January 30, 1995

Grantor: Melvin Edison Hale, a single man

DOC# 373803

Grantor's Mailing Address:

38 Roland Lane
Kyle, Hays County,
Texas, 78640

FILED FOR RECORD
DOC# 373803 #13
01-30-1995 02:24:20
RONNIE DANIELLEY
HAYS COUNTY

Grantee: Edward Coster Bullock, Jr.

Grantee's Mailing Address:

400 Homestead Road
Kyle, Hays County,
Texas, 78640

Consideration:

Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is hereby acknowledged, and further, for and in consideration of the love, affection, care, maintenance, hard work, and improvements provided by Grantee.

Property:

My one hundred twenty-five (125) acres of land in Hays County, Texas more particularly described in Exhibit "A" attached hereto, AND SUBJECT TO the reservation in this instrument.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT to any and all covenants, easements, rights of ways, etc. of record
2. SUBJECT to any taxes, penalties and interest which are the responsibility of grantee.
3. LIFE ESTATE - Grantor reserves to himself the exclusive possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of grantor.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators,

OFFICIAL PUBLIC RECORDS
Hays County, Texas

1127 634

successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Melvin Hale
MELVIN EDISON HALE

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30th day of January, 1995 by MELVIN EDISON HALE.

(SEAL)



Lise Morse
Notary Public in and for
the State of Texas

PREPARED IN THE LAW OFFICE OF:

DAVID H. MORRIS
Attorney at Law
130 E. San Antonio
San Marcos, Texas 78666

EXHIBIT "A"

1127 635

That certain real property lying and being situated in the County of Hays and State of Texas, being 60.7 acres out of the Z. Hinton Survey #12 and 64.3 acres out of the James W. Williams Survey #11, a portion of that tract described as 150.1 acres of land in deed from Will H. Schaefer et al to A.A. Hale, said deed dated June 5, 1945, and recorded in Vol. 132, page 218, Hays County Deed Records.

BEGINNING at a concrete monument set at a corner post for the most Easterly corner of the tract herein described, same being the most Easterly corner of the aforementioned Hale 150.1 acre tract and the most Northerly corner of that tract of 82.0 acres of land conveyed to Frank A. Stampert by Walter J. Vaughn and wife by deed dated May 14, 1945, and recorded in Volume 137, page 316, Hays County Deed Records. Said beginning corner being also on the S.W. side of a county road;

THENCE with S.W. side of county road and fence N. 44° 59' W. 281.7 vs. (Record) crossing the S.E. line of the Z. Hinton Survey No. 12 and the N.W. line of the James W. Williams Survey #11, and continuing on in all 580.4 varas to a concrete monument for the most Easterly North corner of the tract herein described;

THENCE leaving county road S. 38° 37' W. 417.6 varas to a concrete monument for a re-entrant corner of the tract herein described;

THENCE N. 44° 59' W. 350.7 varas to a concrete monument set under the fence for most Westerly North corner of the tract herein described, same being on the Southeast line of that tract of 300 acres of land described in a deed from Mrs. Mattie C. Parke to Cecil Hughson, said deed dated November 45, 1930, and recorded in Vol. 102, page 169, Hays County Deed Records;

THENCE with fence and Northeast line of Hughson tract, S. 45° 40' W. 116.7 varas to an angle point;

THENCE continuing with fence and Northeast line of Hughson tract S. 45° 12' W. 177.2 varas to a concrete monument for the most Westerly corner of the tract herein described, same being a re-entrant corner in the aforementioned Hughson tract as fenced and used upon the ground; THENCE continuing with Hughson line and fence S. 29° 35' E. 976.1 varas to angle point; THENCE with fence and Hughson line S. 31° 25' E. 56.9 varas to angle point; THENCE continuing with fence and Hughson line S. 30° 40' E. 116.6 varas to a concrete monument at corner post for the most Southerly corner of the tract herein described same being the most Westerly corner of the aforementioned Frank A. Stampert 82.0 acre tract, and on the line of the aforementioned Hughson 300 acre tract; THENCE with fence and Northwest line of Stampert 82.0 acre tract leaving Hughson tract N. 32° 32' E. 1034.8 varas to the place of beginning, containing 125.00 acres of land according to survey made on the ground in February, 1959, by James R.

1127 636

Hall, Registered Hays County Public Surveyor #408.

Being the same tract of land as described in a deed dated April 5, 1972, recorded in Vol. 250, page 33 of the real property records of Hays County, Texas, from the Veteran's Land Board of the State of Texas to Melvin Edison Hale.

STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

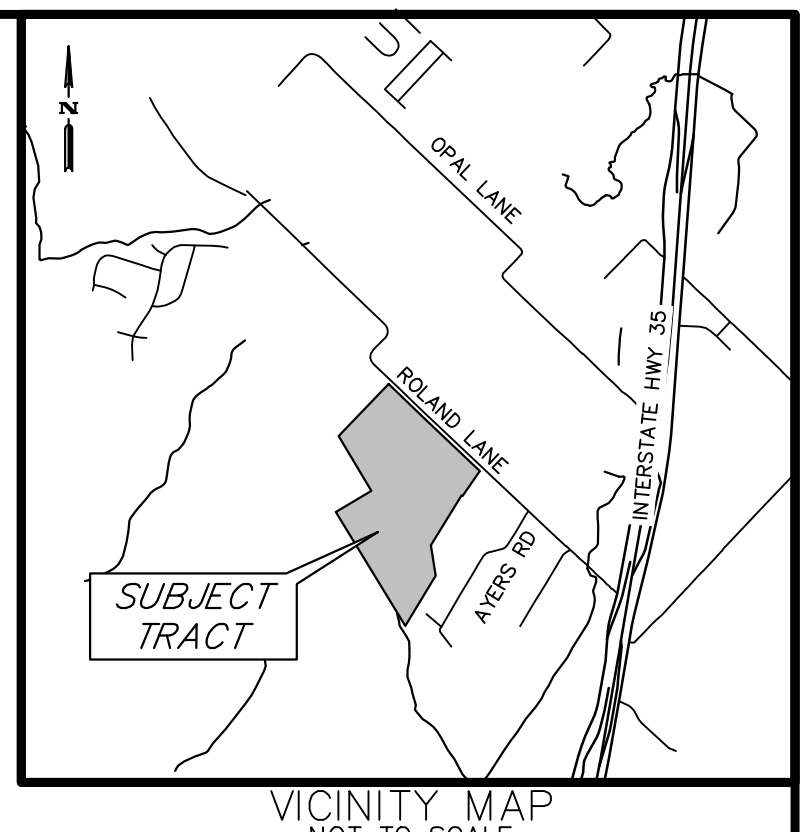
JAN 30 1995



Donnie Dammally
COUNTY CLERK
HAYS COUNTY, TEXAS



LINE TABLE				
NUMBER	BEARING	DISTANCE	RECORD BEARING	RECORD DIST.
L1	S 34°34'52" W	518.55'	[S 34°35'26" W]	[518.44']
L2	N 58°49'56" W	23.21'	[N 58°50'34" W]	[23.08']
L3	N 44°09'57" E	82.44'	[(N 43°37'39" E)]	[(82.39)']



FRONTIER ESTATES, LLC
FG2, LLC, A TEXAS LIMITED LIABILITY COMPANY
CALLED 59.30 AC.
VOL. 4579, PG. 414
O.P.R.H.C.

TEXAS OLD TOWN, INC.,
A TEXAS CORPORATION
CALLED 50.912 AC.
VOL. 1802, PG. 353
O.P.R.H.C.

FG2, LLC
TRACT 1-CALLED 16.24 AC.
VOL. 4813, PG. 780
O.P.R.H.C.

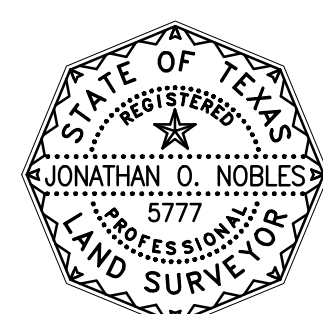
FG2, LLC
CALLED 82.18 AC.
VOL. 4520, PG. 489
O.P.R.H.C.

FG2, LLC
CALLED 82.18 AC.
VOL. 4520, PG. 489
O.P.R.H.C.

RYAN'S WOODS
BLOCK ONE
VOL. 5, PG. 161
P.R.H.C.

To Tri Pointe Homes Texas, Inc., First American Title Guaranty Company and First American Title Insurance Company:
This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 9, 14 and 16 of Table A thereof. The field work was completed on November 9, 2021.
Date of Plot or Map: November 24, 2021

Jonathan O. Nobles
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



- LEGEND**
- BLDG: BUILDING
 - B.W.F.: BARBED WIRE FENCE
 - C.L.F.: CHAIN LINK FENCE
 - CMP: CORRUGATED METAL PIPE
 - C.O.: CLEAN OUT
 - CONC: CONCRETE
 - H.W.F.: HOG WIRE FENCE
 - NO.: NUMBER
 - O.P.R.H.C.: OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
 - PG: PAGE
 - P.B.: POINT OF BEGINNING
 - P.A.: POWER POLE
 - P.R.H.C.: PLAT RECORDS OF HAYS COUNTY
 - S.R.W.: STONE RETAINING WALL
 - S.R.F.: SPLIT RAIL FENCE
 - S.S.: STOP SIGN
 - S.V.: SPRINKLER VALVE
 - TEL: TELEPHONE
 - T.R.W: TIMBER RETAINING WALL
 - VOL: VOLUME
 - W.O.: WATER FAUCET
 - W.V.: WATER VALVE
 - W.W.: WATER WELL
 - : FOUND 1/2" IRON PIPE
 - : FOUND 1/2" IRON ROD W/CAP "CMR PRO-TECH RPLS4288"
 - : FOUND 1/2" IRON ROD W/CAP "TRI-TECH SURVEYING"
 - : FOUND 4" DIAMETER CONCRETE MONUMENT
 - : 8" CEDAR FENCE POST
 - △: CALCULATED POINT
 - (): RECORD INFORMATION, VOLUME 1127, PAGE 630
 - { }: RECORD INFORMATION, VOLUME 5408, PAGE 758
 - []: RECORD INFORMATION, VOLUME 3687, PAGE 262
 - []: RECORD INFORMATION, VOLUME 4813, PAGE 780
 - []: RECORD INFORMATION, VOLUME 6, PAGE 214

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR 119.703 ACRES OF LAND OUT OF THE Z. HINTON SURVEY ABSTRACT NO. 220 AND THE JAMES W. WILLIAMS SURVEY ABSTRACT NO. 473, HAYS COUNTY, TEXAS; BEING ALL OF A CALLED 25 ACRE TRACT OF LAND AS CONVEYED TO EDWARD COSTER BULLOCK, JR. BY WARRANTY DEED RECORDED IN VOLUME 1127, PAGE 630 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND THE REMAINDER OF A CALLED 125 ACRE TRACT OF LAND AS CONVEYED TO EDWARD COSTER BULLOCK, JR. BY WARRANTY DEED RECORDED IN VOLUME 1127, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 119.703 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 8-inch cedar fence post found on the southwest right-of-way line of Roland Lane (right-of-way varies), also known as County Road No. 137, on the southeast line of a called 50.912 acre tract of land conveyed to Texas Old Town, Inc., a Texas Corporation by Special Warranty Deed recorded in Volume 1802, Page 353 of the Official Public Records of Hays County, Texas, for the north corner and the POINT OF BEGINNING of the herein described tract;

THENCE, with the southwest right-of-way line of said Roland Lane, S 46° 21' 12" E passing at a distance of 840.37 feet the east corner of said Bullock 25 acre tract and the northeast corner of said Bullock 125 acre tract, continuing on for a total distance of 2,159.15 feet to a 1/2-inch iron rod with cap stamped "TRI-TECH SURVEYING" found on the southwest right-of-way line of said Roland Lane, at the north corner of a called 2.80 acre tract of land conveyed to Ray Wolbrecht and Sharon Wolbrecht by general warranty deed recorded in Volume 5408, Page 758 of the Official Public Records of Hays County, Texas, for the east corner of the herein described tract, from which a 4-inch diameter concrete monument found at the east corner of a called 10.00 acre tract of land conveyed to Ray Wolbrecht by general warranty deed recorded in Volume 3687, Page 262 of the Official Public Records of Hays County, Texas, bears S 46° 21' 12" E a distance of 288.77 feet;

THENCE, leaving the southwest right-of-way line of said Roland Lane, with the northwest line of said Wolbrecht 2.80 acre tract, S 34° 34' 52" W a distance of 518.55 feet to a 1/2-inch iron rod with cap stamped "CMR PROTECH RPLS 4288" found at the southwest corner of said Wolbrecht 2.80 acre tract, on the north line of said Wolbrecht 10.00 acre tract for an exterior corner on the southeast line of the herein described tract;

THENCE, with the north line of said Wolbrecht 10.00 acre tract, N 58° 49' 56" W a distance of 23.21 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found at the most westerly northwest corner of said Wolbrecht 10.00 acre tract for an interior corner of the herein described tract;

THENCE, with the west line of said Wolbrecht 10.00 acre tract, S 31° 35' 55" W a distance of 1,006.59 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" at a west corner of said Wolbrecht 10.00 acre tract, for an angle point on the southeast line of the herein described tract;

THENCE, with the southwest line of said Wolbrecht 10.00 acre tract, S 09° 28' 15" E a distance of 528.91 feet to a 1/2-inch iron rod found at the south corner of said Wolbrecht 10.00 acre tract, same being the common west corner of Lot 1 and Lot 3, of Ayers Addition Subdivision, a subdivision as recorded in Volume 6, Page 214 of the Plat Records of Hays County, Texas, for an angle point on the east line of the herein described tract;

THENCE, with the northwest line of said Lot 1, of Ayers Addition Subdivision, S 31° 11' 21" W passing at a distance of 159.23 feet the southwest corner of said Lot 1, of Ayers Addition Subdivision, and the north corner of Lot 3, Block One, of Ryan's Woods Subdivision, a subdivision as recorded in Volume 5, Page 161 of the Plat Records of Hays County, Texas, continuing on for a total distance of 1009.37 feet to a 1-inch by 1-inch square iron pin found, at the west corner of Lot 6, Block One, of said Ryan's Woods subdivision, on the northeast line of a called 82.18 acre tract of land conveyed to FG2, LLC, a Texas limited liability company by Special Warranty Deed with Vendor's Lien recorded in Volume 4520, Page 489 of the Official Public Records of Hays County, Texas, for the south corner of the herein described tract;

THENCE, with the northeast line of said FG2, LLC 82.18 acre tract and the southwest line of said Bullock 125 acre tract, N 31° 17' 53" W a distance of 2,288.15 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found on the northeast line of said FG2, LLC 82.18 acre tract, same being the south corner of a called 16.24 acre tract of land as conveyed to FG2, LLC, a Texas limited liability company by General Warranty Deed recorded in Volume 4813, Page 780 of the Official Public Records of Hays County, Texas, for an exterior corner on the west line of the herein described tract;

THENCE, with the southeast line of said FG2, LLC 16.24 acre tract and the northwest line of said Bullock 125 acre tract, N 59° 05' 06" E a distance of 708.57 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found at the east corner of said FG2, LLC 16.24 acre tract, for an interior corner of the herein described tract;

THENCE, with the northeast line of said FG2, LLC 16.24 acre tract and the southwest line of said Bullock 125 acre tract, N 30° 55' 47" W a distance of 1,094.80 feet to a 1/2-inch iron rod with aluminum cap stamped "CMR PROTECH RPLS 4288" found at the north corner of said FG2, LLC 16.24 acre tract, on the southeast line of said Texas Old Town 50.912 acre tract, for an exterior corner on the northwest line of the herein described tract;

THENCE, with the southeast line of said Texas Old Town 50.912 acre tract and the northwest line of said Bullock 125 acre tract, N 44° 09' 57" E a distance of 82.44 feet to a 4-inch diameter concrete monument found on the southeast line of said Texas Old Town 50.912 acre tract, at a north corner of said Bullock 125 acre tract, same being the west corner of said Bullock 25 acre tract, for an angle point on the northwest line of the herein described tract;

THENCE, continuing with the southeast line of the said Texas Old Town 50.912 acre tract, N 43° 58' 12" E 1,153.63 feet to the POINT OF BEGINNING and containing 119.703 acres of land, more or less.

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 0.99989465.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48209C0385F, REVISED SEPTEMBER 2, 2005.
3. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND COUNTERSIGNED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER G.F. NO. 2875995-FW26, DATED EFFECTIVE SEPTEMBER 16, 2021 AND ISSUED ON OCTOBER 13, 2021.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED AT TIME OF SURVEY.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

101. TERMS, CONDITIONS AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED JUNE 29, 2016 IN COUNTY CLERK'S FILE NO. 19020572 OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT (NOT PLOTTABLE).

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

ALTA/NSPS LAND TITLE SURVEY OF 119.703 ACRES OUT OF THE Z. HINTON SURVEY A-220 AND THE JAMES W. WILLIAMS SURVEY A-473 CITY OF KYLE, HAYS COUNTY, TEXAS

PARTY CHIEF: M.G.	ISSUE DATE: 11/22/2021	SHEET 1
TECHNICIAN: M.G.	SCALE: 1"=200'	OF 1
R.P.L.S.: J.N.	JOB NUMBER: 9558-00	
FIELD BOOK NAME: 91		
BASE FILE: C:\TXC\Projects\TriPointe\9558-00-Bullock_Tract\SV\04_FinalDrawings\9558-00 Bullock ALTA		



CITY OF KYLE, TEXAS

Executive Session

Meeting Date: 5/3/2022

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.
 - Communication protocol with city attorney and city manager
 - Kyle Housing Authority
 - 1119 N. Old Hwy 81
 - Kyle Pie in the Sky
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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 5/3/2022
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