

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 July 5, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 30th day of June, 2022, prior to 9:30 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Regular Meeting Minutes - June 7, 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. Agenda Order

2. Agenda Order. ~ *Travis Mitchell, Mayor*

V. Presentation

3. Parks and Recreation Professionals Day Proclamation. ~ *Dex Ellison, Council Member*
4. Presentation of the Graduates of the 2022 Kyle Advanced Citizens Police Academy Class ~ *Jeff Barnett, Chief of Police*

5. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *Jerry Hendrix, Acting City Manager*
 - Budget Workshops
 - Boards and Commissions Openings
 - 2022 Independence Day Fireworks Show Recap
 - Market Day- July 9
 - Skate Night- July 15
 - Pie in the Sky Day Celebration - Sept. 3
 - Summer Reading Program
 - New Employees
6. CIP/Road Projects and Consent Agenda Presentation. ~ *Leon Barba, P.E., City Engineer*

VI. Consent Agenda

7. Consider authorizing execution of a professional services agreement with RSM US, LLP, in an estimated amount of \$45,000.00 to conduct an examination of all City credit card transactions of and all expense reimbursements to City Council, City Manager, and other City staff incurred over a 5-year period beginning October 1, 2017 and ending March 31, 2022. ~ *Jerry Hendrix, Acting City Manager and Paige Saenz, City Attorney*

On April 5, 2022, Council directed staff to do an internal audit regarding council and city manager expenses and make sure they add up, and to see each line item as one reimbursement. Motion carried 5-2.

8. A resolution to authorize Texas Department of Transportation to initiate the process for right-of-way conveyance to the City of Kyle on RM 967. ~ *Leon Barba, P.E., City Engineer*
9. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 5.4 acres of land from Agriculture 'A' to 'R-1-T' (Residential Townhouse 1) and approximately 4.6 acres 'RS' (Retail Services) for property located at 951 Windy Hill Road in Hays County, Texas. (Everardo Rosales - Z-22-0098) ~ *Amber Lewis, Assistant City Manager*

Planning and Zoning Commission voted 5-0 to recommend approval of the request.

City Council voted 6-1 to approve on first reading on 6/21/2022.

10. Hays County Election Services Contract and Joint Election Agreement. ~ *Jennifer Holm, City Secretary*
11. Authorize award and execution of a Purchase Order to ILLUMINATION

HOLIDAY LIGHTING not to exceed \$35,679.00 for holiday lights on the KRUG Activity Center and interactive light show on the largest historic Oak Tree in Mary Kyle Hartson City Square Park. ~ *Mariana Espinoza, Director of Parks & Recreation*

12. Authorize award and execution of a Purchase Order to ABC HOME & COMMERCIAL not to exceed \$57,324.67 for holiday light tree wrapping for Mary Kyle Hartson City Square Park. ~ *Mariana Espinoza, Director of Parks & Recreation*

VII. Items Pulled from Consent Agenda

VIII.Consider and Possible Action

13. [Postponed 4/19/2022] Consider approval of an extension to the Rate Stabilization Agreement between Texas Water Utilities and City of Kyle. ~ *Paige Saenz, City Attorney*
14. [Postponed 4/19/2022] Consider approval of an agreement between Texas Water Utilities and the City of Kyle regarding conditions for the suspension of water services. ~ *Paige Saenz, City Attorney*
15. Discussion and possible action regarding Pool Staffing Plan. ~ *Mariana Espinoza, Director of Parks & Recreation*
16. Update from the City regarding the community garden. ~ *Yvonne Flores-Cale, Council Member*
17. Consideration and possible action to approve the addition of the Vybe Trail (Option 2) at Public Safety Center in an amount not to exceed \$340,000.00. ~ *David Harding, AG|CM*
18. Consider and possible action on a Public Improvement District Deposit Agreement by and between the City of Kyle, Texas and Hillside Terrace Development, LLC (Porter Country). ~ *Amber Lewis, Assistant City Manager*
19. Public Hearing on the creation of the Porter Country Public Improvement District. ~ *Amber Lewis, Assistant City Manager*
 - Public Hearing
20. Consider and possible action to approve a Resolution of the City Council Authorizing and Creating the Porter Country Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date. ~ *Amber Lewis, Assistant City Manager*
21. Consider and possible action to approve an agreement regarding the Dissolution of a Public Improvement District (Porter Country Development) ~ *Amber Lewis, Assistant City Manager*

22. Update from the City regarding the memorialization of the trees located in Mary Kyle Hartson Park and the Train Depot. ~ *Yvonne Flores-Cale, Council Member*
23. Update on the status regarding staff's creation of the City Council's credit card policy. ~ *Yvonne Flores-Cale, Council Member and ~ Travis Mitchell, Mayor*

On April 19, 2022, Council directed staff to put City Council expenses on the City's website and to bring back a Council expense policy for review and adoption. Motion carried 7-0.

IX. Executive Session

24. 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.
 - Texas Water Utilities Negotiations
 - Sign Regulations
 - Possible resolution of a personnel matter
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Downtown Property Acquisition
 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.
25. Take action on items discussed in Executive Session.

X. Adjourn

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

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

to place the subject on the agenda for a subsequent meeting."



CITY OF KYLE, TEXAS

2022 0607 Regular Minutes

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting Minutes - June 7, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

📎 2022 0607 DRAFT Regular

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on June 7, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Christopher Calkins
Mayor Pro Tem Robert Rizo*	Kay Rush
Council Member Dex Ellison	Allen Ross
Council Member Yvonne Flores-Cale	Jon Snyder
Council Member Ashlee Bradshaw	Travis Donnell
Council Member Daniela Parsley	Richard Bard
Council Member Michael Tobias	Kyle Taylor
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Jerry Hendrix, Assistant City Manager	
Amber Lewis, Assistant City Manager	
Barbara Boulware-Wells, Asst. City Attorney	
Rachel Sonnier, Interim Communications Dir.	
Xander Baker, Marketing & Multimedia Spcl.	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Kathy Roecker, SWMP Administrator	
Victoria Vargas, Economic Dev. Project Mgr.	
Matt Dawson, IT Director	
Danielle De Leon Guerrero, IT Systems Analyst	
Paul Phelan, Library Director	
Mariana Espinoza, Parks & Recreation Director	
Amanda Fluitt, Office Manager - Parks	
William Atkinson, Senior Planner	
Jeff Barnett, Chief of Police	
Tim Griffith, Police Lieutenant	
Harper Wilder, Director of Public Works	
Julie Crookston, Asst. Director of Public Works	
David Amsler, Management Analyst	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:04 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Council Member Ellison, Council Member Flores-Cale, Council Member Bradshaw, Council Member Parsley, and Council Member Tobias. A quorum was present. Mayor Pro Tem Rizo was absent, but arrived virtually at 7:08 p.m. during Citizen Comments. He returned in person at 8:07 p.m. during Item No. 25.

*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. Item # 1

II. Approval of Minutes

1. City Council Special Meeting Minutes - May 3, 2022. ~ *Jennifer Holm, City Secretary*
2. City Council Regular Meeting Minutes - May 3, 2022. ~ *Jennifer Holm, City Secretary*
3. City Council Special Meeting Minutes - May 12, 2022. ~ *Jennifer Holm, City Secretary*

Council Member Tobias moved to approve the minutes of the May 3, 2022 Special Council Meeting, the minutes of the May 3, 2022 Council Meeting, and the minutes of the May 12, 2022 Special Council Meeting. Council Member Flores-Cale seconded the motion. Motion carried 6-0. Mayor Pro Tem Rizo was absent for the vote.

III. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:05 p.m.

Christopher Calkins representing 1st Vice AMVETS was called to speak as registered. He spoke about their first annual people's walk and 10th anniversary birthday celebration of AMVETS coming up on June 12.

Kay Rush representing Amberwood and Seniors was called to speak as registered regarding Item No. 28. She thanked Council Member Ellison for bringing forward the item about homestead exemptions. She spoke about the rising property values that are raising the property taxes and also about her high water bill from Monarch Water. She asked Council to approve a homestead exemption to help the seniors and disabled keep their homes that they worked all their lives to afford.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:11 p.m.

IV. Presentation

4. Memorial Day/D-Day Proclamation. ~ *Robert Rizo, Mayor Pro Tem*

The proclamation was presented by Council Member Tobias. No action was taken.

5. Women Veterans Day (June 12th) City Council Proclamation. ~ *Dex Ellison, Council Member*

Ms. De Leon Guerrero presented the proclamation. No action was taken.

6. Presentation of Graduates of the 2022 Team Kyle Academy. ~ *James R. Earp, Assistant City Manager*

Mr. Earp presented the item alongside Mr. Baker. Certificates were provided to GayLynne Carson, Priscilla Cruz, Sylvia Diaz, Michael Harelick, Mary Landrum, Susan Jean Reyna, Kenneth Rocha, Frank Schultz, and Larry Simone. No action was taken.

7. Spring Creek Trail Presentation. ~ *Allen Ross, Schaumburg & Polk, Inc.*

No action was taken.

8. 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*

- Budget Workshops
- Boards and Commissions Openings
- National Trails Day – June 4th
- Movie in the Park – June 7th
- Juneteenth Celebration/First Market Days - June 11th
- Family Skate Night – June 17th
- James Adkins Pool Public Swim Day open June 24th
- AMVETS Walker Event – June 12th
- Juneteenth Dialogue – June 17th
- State of the City – June 28th
- 4th of July Fireworks
- Summer Reading Program

Mr. Sellers, Ms. Espinoza, Mr. Phelan, and Ms. Sonnier presented the item. No action was taken.

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

No action was taken.

V. Consent Agenda

10. Approve an Interlocal Agreement Between Hays County and the City of Kyle related to the Dacy Lane Project from Bebee Rd. to Amberwood Loop. ~ *Leon Barba, P.E., City Engineer*
11. Approve Task Order No. 14 to LJA ENGINEERING, INC., Austin, Texas in an amount not to exceed \$48,499.00 for the Dacy Lane Illumination and Shared Use Path Design Project ~ *Leon Barba, P.E., City Engineer*
12. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 87.694 acres of land from 'A' to 'R-1-C' (Residential Condominium, 30.565 acres), 'R-1-3' (Single Family Residential – 3, 26.322 acres), 'R-1-2' (Single Family Residential – 2, 19.130 acres) & 'CC' (Community Commercial, 11.677 acres) for property located at 1111 & 1113 Roland Lane, in Hays County, Texas. (Edward Coster Bullock Jr. - Zoning -Z-22-0094) ~ *Will Atkinson, Senior Planner*

Planning and Zoning Commission voted 7-0 to recommend approval the request contingent on full annexation.

City Council voted 5-1 to approve on first reading on 5/17/2022.

13. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 259 acres of land from Agriculture 'A' to Planned

Unit Development 'PUD' for property located at 5260 Hillside Terrace, in Hays County, Texas. (Hillside Terrace Development LLC - Zoning - Z-21-0090) ~ *Will Atkinson, Senior Planner*

Planning and Zoning Commission voted 7-0 to recommend approval of the request contingent on full annexation.

City Council voted 6-0 to approve on first reading on 5/17/2022.

14. Approve a professional services agreement with P3WORKS, LLC, Austin, Texas, to provide Public Improvement District (PID) formation and administration services to the City of Kyle in association with the Porter Country Public Improvement District PID. All costs incurred for services under this agreement will be paid through future PID assessments collected. ~ *J. Scott Sellers, City Manager*
15. Approval of a Resolution of the City Council of the City of Kyle, Texas accepting the Talavera Phase 1 Subdivision improvements; finding and determining that the meeting at which this Resolution is passed was noticed and is open to the Public as required by law. ~ *Leon Barba, P.E., City Engineer*
16. Approve a Resolution of the City of Kyle, Texas, Authorizing the submission of a Hazard Mitigation Assistance Grant Application for DR-4485, appointing the city manager as the chief executive officer and authorized representative to act in all matters in connection with the FEMA mitigation grants. ~ *James R. Earp, Assistant City Manager*
17. Consider and possible action to approve contract with Lone Star Trapping for feral hog removal on city-owned property. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
18. Approve a Resolution of the City of Kyle, Texas, Committing the City of Kyle to provide local matching funds to secure and complete the FEMA Hazard Mitigation Grant Projects. ~ *James R. Earp, Assistant City Manager*
19. Authorize the City Manager to execute the TDEM DR-4485 Application Certification. ~ *James R. Earp, Assistant City Manager*
20. Authorize the City Manager to execute acceptance of DR-4485 Grant Terms and Conditions required should grant funds be awarded. ~ *James R. Earp, Assistant City Manager*
21. *(First Reading)* An ordinance of the City of Kyle, Texas, Amending Part II, Chapter 2, Article III Boards, Committees and Commissions, Division 1 Generally, Subdivision I Boards, Section 2-42. Appointment; Repealing conflicting ordinances and providing for related matters. ~ *James R. Earp, Assistant City Manager*
22. Approve Task Order No. 15 to LJA ENGINEERING, INC., Austin, Texas in an amount not to exceed \$150,913.20 for designing a new 16" waterline within the new FM 110 right of way. ~ *Leon Barba, P.E., City Engineer*

23. Approval of Change Order No. 8 to SKYBLUE UTILITIES, INC., Kingsland, Texas, in an additional amount of \$546,675.37, increasing the total contract amount, not to exceed, \$6,756,882.60 for City requested changes and unforeseen conditions. ~ *Leon Barba, P.E., City Engineer*

24. Authorize the Mayor to execute a contract for professional services with Halff and Associates for the DR-4485 Hazard Mitigation grant. ~ *James R. Earp, Assistant City Manager*

Council Member Flores-Cale moved to approve Consent Agenda Item Nos. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24. Council Member Tobias seconded the motion. Motion carried 7-0. With no objections Item No. 21 was finally passed.

VI. VI. Items Pulled from Consent Agenda

VII. VII. Consider and Possible Action

25. Consider and possible action to waive the requirement of the 12-month waiting period in Sec. 53-1205(i)(2) of the City's Code of Ordinances with regard to the application for zoning or property located at 5839 Kyle Parkway, in Hays County, Texas. CTC Residential LLC (Z-21-0091). ~ *Daniela Parsley, Council Member*

City Council voted 1-6 to approve on 1/18/2022.

Council Member Bradshaw moved to waive the requirement of the 12-month waiting period in Sec. 53-1205(i)(2) of the City's Code of Ordinances with regard to the application for zoning or property located at 5839 Kyle Parkway, in Hays County, Texas. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

26. Discussion regarding possible text amendments and/or alternative traffic calming measures to be considered in single residential zoned areas (including but not limited to R-1-1, R-1-2, R-1-3, R-1-A, M-1, M-2, M-3). ~ *Dex Ellison, Council Member*

Council Member Ellison moved to postpone Agenda Item until after Item No. 35. Mayor Mitchell seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

Mayor Mitchell brought back Item No. 26 out of order, after Item No. 35. Mr. Wilder, Fire Chief Taylor, Police Chief Barnett, and Mr. Barba presented the item.

Mayor Mitchell moved to establish a task force to include Mayor Pro Tem Rizo, Council Members Ellison and Tobias, Chief Taylor, Chief Barnett, Leon Barba, Harper Wilder, and Will Atkinson to bring back text amendments and/or alternative traffic calming measures to be considered in single residential zoned areas (including but not limited to R-1-1, R-1-2, R-1-3, R-1-A, M-1, M-2, M-3). Council Member Ellison seconded the motion. Motion carried 7-0.

27. Discussion and possible action regarding the City of Kyle's process of creating the Comprehensive Plan. ~ *Yvonne Flores-Cale, Council Member*

No action was taken.

28. Discussion and possible action regarding a change in the City of Kyle's homestead exemption. ~ *Yvonne Flores-Cale, Council Member*

Mayor Mitchell moved to direct staff to incorporate homestead exemption possibilities into their analysis as it relates to the setting of the tax rate, calling for bond, and setting of the budget. Council Member Tobias seconded the motion. Motion carried 7-0.

29. *(First Reading)* An ordinance granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system within, along, across, over and under the public ways of the city of Kyle, Texas for the transportation, distribution and/or sale of gas to customers and the public in the city; defining the words and phrases therein; providing for assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the city of Kyle; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part thereof; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication and prescribing an effective date. ~ *Jerry Hendrix, Assistant City Manager*

- Public Hearing

Mayor Mitchell opened the public hearing at 8:39 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:39 p.m.

Richard Bard spoke about the size of the distribution lines.

Council Member Flores-Cale moved to approve an ordinance granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.) and its successors and assigns, for a period of ten (10) years from the effective date of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system within, along, across, over and under the public ways of the city of Kyle, Texas for the transportation, distribution and/or sale of gas to customers and the public in the city; defining the words and phrases therein; providing for assignment, sale or lease of the franchise; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the city of Kyle; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part thereof; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; providing for severability; providing for publication and prescribing an effective date. Council Member Tobias seconded the motion. Motion carried 6-0. Council Member Ellison left the dais at approximately 8:41 p.m. He was absent for the vote.

30. Consideration and possible action on an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the Kyle 57 Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in the District; Approving an Assessment Roll for the District; Levying Assessments Against Property within the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within the District; Approving a Service and Assessment Plan; Approving Landowner Agreements; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability. ~ *Jon Snyder, P3Works, LLC, City's PID Administrator*

- Public Hearing

Mayor Mitchell opened the public hearing at 8:43 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:43 p.m. Council Member Ellison returned at 8:43 p.m.

Mayor Mitchell moved to approve an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the Kyle 57 Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in the District; Approving an Assessment Roll for the District; Levying Assessments Against Property within the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within the District; Approving a Service and Assessment Plan; Approving Landowner Agreements; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability. Council member Flores-Cale seconded the motion. Motion carried 7-0. With no objections, the Ordinance was finally passed.

31. Consideration and possible action on an Ordinance Authorizing the Issuance of the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Kyle 57 Public Improvement District); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date. ~ *Jon Snyder, P3Works, LLC, City's PID Administrator*

- Public Hearing

Mayor Mitchell opened the public hearing at 8:44 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:44 p.m.

Mayor Mitchell moved to approve an Ordinance Authorizing the Issuance of the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Kyle 57 Public Improvement District); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; Providing an Effective Date. Council Member Parsley seconded the motion. Motion carried 7-0. With no objections, the Ordinance was finally passed.

32. Consider and possible action to approve an Infrastructure and Property Conveyance Agreement, a Property Conveyance Escrow Agreement, the Transportation Improvement Design, and Permitting and Construction Agreement in the Brick and Mortar District by and between Plum Creek Development Partners, LTD., Mountain Plum, LTD., and the City of Kyle, Texas, and the First and Second Amendments to Letter Agreement confirming Allocation of Land to Satisfy Land Dedication of Plum Creek Land to the City of Kyle, Texas. ~ *J. Scott Sellers, City Manager*

Council Member Bradshaw moved to approve an Infrastructure and Property Conveyance Agreement, a Property Conveyance Escrow Agreement, the Transportation Improvement Design, and Permitting and Construction Agreement in the Brick and Mortar District by and between Plum Creek Development Partners, LTD., Mountain Plum, LTD., and the City of Kyle, Texas, and the First and Second Amendments to Letter Agreement confirming Allocation of Land to Satisfy Land Dedication of Plum Creek Land to the City of Kyle, Texas. Mayor Mitchell seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

33. Consider and possible action on a Resolution of the City Council of the City of Kyle, Texas accepting a Petition for Creation of the Porter Country Public Improvement District; Setting a public hearing under Sec. 372.009 of the Texas Local Government Code on the advisability of the creation of the Porter Country Public Improvement District within the City of Kyle, Texas; and Authorizing the issuance of Notice by the City Secretary of Kyle, Texas regarding the public hearing. ~ *Amber Lewis, Assistant City Manager*

Mayor Pro Tem Rizo moved to approve a resolution of the City Council of the City of Kyle, Texas accepting a Petition for Creation of the Porter Country Public Improvement District; Setting a public hearing under Sec. 372.009 of the Texas Local Government Code on the advisability of the creation of the Porter Country Public Improvement District within the City of Kyle, Texas; and Authorizing the issuance of Notice by the City Secretary of Kyle, Texas regarding the public hearing. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

After Item No. 33, Mayor Mitchell asked whether there were any objections to having Item Nos. 31 and 32 finally passed. There were none.

34. Consider and possible action to retain services of Mark McCliney from SAMCO Capital as the city's financial advisor. ~ *J. Scott Sellers, City Manager*

Council Member Flores-Cale moved to postpone Item Nos. 34 and 35 until Council can speak with the City's finance director. Motion died for lack of a second.

Mayor Mitchell moved to approve retaining services of Mark McCliney from SAMCO Capital as the city's financial advisor. Council Member Ellison seconded the motion.

Mayor Mitchell moved to call the question. Council Member Ellison seconded the motion.

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

Mayor Mitchell called for the vote on the original motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

35. Consideration and approval of a resolution approving an engagement agreement for Bond Counsel Legal Services with Norton Rose Fulbright US LLP; and other matters in connection therewith
- A. The City Council of the City intends to engage Norton Rose Fulbright US LLP to provide the City with bond counsel legal services pertaining to the City's issuance of public securities, including advising the City on its "official statement" to potential investors pursuant to Federal securities law and issuing a legal opinion as to the same.
 - B. Norton Rose Fulbright US LLP has consistently demonstrated its competence, qualifications, and experience as an industry leader in public finance matters through the provision of bond counsel legal services, the representation of local governments on federal income tax matters, the publication of disclosure policies and the representation of state agencies and political subdivisions within the State of Texas on public finance matters.
 - C. Accessing the public markets through the issuance of public securities and providing an "official statement" of the City to potential investors is governed by Federal securities law requires the advice of legal advisors that specialize in public finance matters and are well versed in Federal securities law.
 - D. Engaging an attorney in private practice who specializes in public finance matters and is well versed in all aspects of public finance matters (including state law, federal income tax law and federal securities law) pursuant to an hourly fee arrangement would likely result in higher fees paid by the City and such fees incurred would be payable by the City through amounts in the City's General Fund, whether or not the public securities is issued.
 - E. Fees for professional services in public finance matters, including bond counsel services, have traditionally been paid pursuant to a contingent fee contract, where such fees become payable only upon the successful issuance of the public securities and out of the public securities proceeds. Entering into a contract for bond counsel legal services with Norton Rose Fulbright US LLP (a firm that specializes in public finance matters and is well versed in Federal tax and securities law) payment of which is contingent on the City's successful issuance of public securities and payable out of public securities proceeds, provides the City a superior level of bond counsel legal services and fee(s) payable under the contract is reasonable in the public finance market and would likely be less than if such services were conducted pursuant to an hourly rate contract with an attorney specializing in public finance matters. This high level of bond counsel legal services pursuant to a contingent fee contract is in the best interest of the residents of the City. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell moved to approve an engagement agreement for bond counsel legal services with Norton Rose Fulbright Us LLP. Council Member Bradshaw seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

36. Consider and possible action to approve a resolution of the City of Kyle, Texas, Amending Resolution Number 1273 and Restating the City of Kyle Rules of City Council. ~ *Travis Mitchell, Mayor*

Council Member Flores-Cale moved to strike changes to Rules of Council Item No. 1 Section B. Motion died for lack of second.

Mayor Mitchell moved to strike language starting with "If a Councilmember wishes to request an item be placed in a specific location on the agenda, he or she should make that request in writing concurrently with the agenda request and shall include an explanation. The Mayor or City Manager shall accommodate the request if it is deemed reasonable and not harmful to the flow of the meeting. Council Member Tobias seconded the motion. Motion carried 7-0.

Council Member Parsley moved to approve Item No. G 2. Mayor Pro Tem Rizo seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

Council Member Parsley moved to approve Section J, adding department heads to that list. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

Council Member Flores-Cale moved to strike language in Item No. 6 "the Mayor or Chair may interrupt the speaker to call the question. In either case, if the question is properly called", and "by another Council Member". Council Member Ellison seconded the motion.

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

Mayor Mitchell moved to approve the rules of Council including all scrivener's errors and other amendments. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

VIII. Executive Session

37. 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.
 - Greentrails HOA
 - Combined Emergency Communications Center

- Cause No. 18-1282; Jesse Espinoza v. the City of Kyle, Texas, in the 22nd Judicial District, Hays County, Texas
 - SOAH Docket No. 407-18-3098.F5, Jesus Espinosa v. Kyle Police Department, Before the State Office of Administrative Hearings
 - Cause No. 22-0873 The State of Texas, Ex. Rel. 1200 S. Old Stagecoach Road, LLC vs. City of Kyle, Texas
 - Nonconforming uses and structures
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Greentrails HOA
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Fire Engine Red
 - Project Tropical Green
 - Project French Lime
 - Project Goldfish
 - Project Titanium
 - Project Bullseye
 - Project MBA

Council Member Bradshaw read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Cause No. 22-0873 The State of Texas, Ex. Rel. 1200 S. Old Stagecoach Road, LLC vs. City of Kyle, Texas.”

The City Council convened into executive session at 10:44 p.m. At some point during executive session, Council Member Flores-Cale recused herself and left the meeting. She did not return.

38. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 11:45 p.m. Mayor Mitchell announced that no action took place in Executive Session but action would be taken now.

Mayor Mitchell moved to direct the City Attorney to pursue an Ethics Advisory Opinion related to the item discussed in executive session. Mayor Pro Tem Rizo seconded the motion. Motion carried 6-0. Council Member Flores-Cale was absent.

IX. Adjourn

Mayor Mitchell moved to adjourn. Council Member Tobias seconded the motion. No vote was held.

With no further business to discuss, the City Council adjourned at 11:46 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

Agenda Order

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

Subject/Recommendation: Agenda Order. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Parks and Recreation Professionals Day Proclamation

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

Subject/Recommendation: Parks and Recreation Professionals Day Proclamation. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Presentation of the Graduates of the 2022 Kyle Advanced Citizens Police Academy Class

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Presentation of the Graduates of the 2022 Kyle Advanced Citizens Police Academy Class ~ *Jeff Barnett, Chief of Police*

Other Information: William Diamond

Lisa Ayala
Jenveva Garza
Alonso Iruegas
Wayne Kamaura
Albert Karch
Jessica Michallick
Mary Rehmann
Paula Rizo
Robert Rizo
Judy Reynor
Pete Reynor
Tracy Scheel

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 7/5/2022

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. ~ *Jerry Hendrix, Acting City Manager*

- Budget Workshops
- Boards and Commissions Openings
- 2022 Independence Day Fireworks Show Recap
- Market Day- July 9
- Skate Night- July 15
- Pie in the Sky Day Celebration - Sept. 3
- Summer Reading Program
- New Employees

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 7/5/2022

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 Agreement With RSM US, LLP, to Conduct Examination of 5-Year Expenditures of City Council and City Manager

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Consider authorizing execution of a professional services agreement with RSM US, LLP, in an estimated amount of \$45,000.00 to conduct an examination of all City credit card transactions of and all expense reimbursements to City Council, City Manager, and other City staff incurred over a 5-year period beginning October 1, 2017 and ending March 31, 2022. ~ *Jerry Hendrix, Acting City Manager and Paige Saenz, City Attorney*

On April 5, 2022, Council directed staff to do an internal audit regarding council and city manager expenses and make sure they add up, and to see each line item as one reimbursement. Motion carried 5-2.

Other Information: On April 5, 2022, as part of discussions associated with City Council meeting agenda item number 36, the City Council passed a motion directing the City's Director of Finance to conduct an audit of all expenditures incurred by the members of the City Council and by the City Manager for a 5-year period beginning October 1, 2017 and ending March 31, 2022.

The audio and video recording of this City Council meeting has been archived and is available online for viewing at the following URL address:

<https://kyletx.new.swagit.com/videos/158101>

Video Time Marker: 1:53:00

Legal Notes:

Budget Information: Upon City Council approval of this agenda item, staff will reprogram \$45,000.00 from overall cost savings realized to date in the current approved budget in the General Fund for Fiscal Year 2021-2022 to provide funding for this professional services agreement.

ATTACHMENTS:

Description

- ☐ Draft Agreement
- ☐ Scope of Review Services

[Date]

Mr. J. Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Director of Finance
City of Kyle
100 W. Center Street
Kyle, Texas 78640

Dear Mr. Sellers and Mr. Moheet:

This Arrangement Letter is to explain RSM US LLP's ("RSM", "we", "us", or "our") understanding of the arrangements for, and the nature and limitations of, the services we are to perform for the City of Kyle (the City) with respect to specific transactions recorded and reported in the City of Kyle's accounting system of record pertaining to specific expenditures incurred for the period beginning October 1, 2017 and ending March 31, 2022 by individual members of the Kyle City Council; the City Manager; City Secretary; Assistant City Managers; Chief of Police; Police Captain and Director of Communication; Director of Community Development; Director of Information Technology; Director of Economic Development; Director of Human Resources, and the Director of Park and Recreation of the City of Kyle (the Subject Matter). The City is responsible for the Subject Matter. The specific procedures to be performed are included as Attachment A to this Arrangement Letter. We are pleased to confirm our acceptance and our understanding of this agreed-upon procedures engagement by means of this letter ("Arrangement Letter").

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Because the procedures included in Attachment A to this Arrangement Letter do not constitute an examination or review, the objective of which is the expression of an opinion or conclusion, respectively, we will not express an opinion or any other form of assurance thereon and if additional procedures were to be performed, other matters might have come to our attention.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

Our report will contain a statement that it is intended solely for the use of the City of Kyle and should not be used by those who have not agreed to the procedures and taken responsibility for the appropriateness of the procedures for their purposes.

If circumstances arise relating to the condition of the City's records, the availability of appropriate evidence that, in our professional judgment, prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express our findings or issue a report, or withdrawing from the engagement.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management and the City Council of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

We will maintain our independence in accordance with the standards of the AICPA.

The City of Kyle's Responsibilities

The appropriateness of the procedures included in the attachment is solely the responsibility of the City of Kyle. We make no representation regarding the appropriateness of the procedures described above, either for the purpose for which these services have been requested or for any other purpose.

Management and the City Council are responsible for:

1. providing to us, prior to the conclusion of the engagement, written acknowledgment that the attached procedures are appropriate for the intended purpose of this engagement;
2. providing to us, at the conclusion of the engagement, a representation letter in accordance with attestation standards established by the AICPA;
3. the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Subject Matter that is free from material misstatement, whether due to fraud or error;
4. the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Subject Matter; and
5. informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers or others.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the Company will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the City's personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Andy Alejandro, Accounting Manager. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Parties' Understandings Concerning Situation Around COVID-19

RSM and the City acknowledge that, at the time of the execution of this Arrangement Letter, federal, state and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, RSM has restricted its employees from certain travel and onsite work, whether at a client facility or RSM facility, to protect the health of both RSM's and its clients' employees. Accordingly, to the extent that any of the services described in this Arrangement Letter requires or relies on RSM or the City's personnel to travel and/or perform work onsite, either at the City's or RSM's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, RSM and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either RSM's or the City's sole discretion. RSM and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. RSM

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 3

and City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness or lease concessions, not already considered within the stated fees. RSM will obtain City's prior written approval (email will be sufficient) for any increase in the cost of RSM services that may result from the situation surrounding COVID-19.

Fees and Costs

Our fees are based on the level of effort which is expected to range from \$35,000- \$45,000 for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, including report processing, and fees for services from other professionals, as well as a charge of 3% of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Any additional time and effort above 300 hours will be billed at a rate of \$150 per hour. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. In addition, if necessary to perform the services requested, we may arrange for one or more of the member firms of the RSM International Network (each an "RSM International Network Firm") to provide services to you outside of the United States. Those third-party service providers, affiliates of RSM, and RSM International Network Firms we use to assist us in providing services to you are collectively referred to herein as "Subcontractors." You hereby consent to us sharing your information, including Confidential Information, with our Subcontractors on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure; and (ii) an RSM International network Firm may also share with us any work product, time and billing information, or any other information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Arrangement Letter.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 4

issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of RSM. For the purposes of this Arrangement Letter, the term "Documentation" shall mean the confidential and proprietary records of RSM's procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RSM for the City under this Arrangement Letter, or any documents belonging to the City or furnished to RSM by the City.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because RSM will rely on the City and its management and the City Council to discharge the foregoing responsibilities, you agree to indemnify, hold harmless and release RSM and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management or the City Council.

THE CITY AND RSM AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ARRANGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AGREED-UPON PROCEDURES REPORT ISSUED BY RSM OR THE DATE OF THIS ARRANGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL RSM OR THE CITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE CITY TO RSM UNDER THIS ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE CITY OF ITS PAYMENT OBLIGATIONS TO RSM UNDER THIS ARRANGEMENT LETTER.

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 5

Confidentiality

RSM and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RSM and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RSM is permitted to disclose the City's Confidential Information to RSM's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Data Protection Compliance

Our Privacy Policy ("Privacy Policy") is located on our website at <https://rsmus.com/who-we-are/privacy-policy.html>. Our Privacy Policy may be amended from time to time in our sole discretion and without prior

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 6

notice, and is hereby incorporated by reference into this Arrangement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients. Upon written request, but not more than annually during the term of this Arrangement Letter, we will deliver to you a copy of our third-party provided SOC 2 report evidencing the operating effectiveness of our Information Technology ("IT") control environment. We will also provide summaries of our IT security and disaster recovery policies and make our senior IT personnel reasonably available for discussion upon request. Our SOC 2 report and any information we disclose to you concerning our IT control environment shall constitute Confidential Information of RSM and shall be subject to the confidentiality obligations set forth in this Arrangement Letter.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data subject to Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by RSM and the City, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

RSM and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 7

the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

In the event the services provided hereunder involve Personal Information collected in Canada, you acknowledge that we or our Subcontractors performing services hereunder on our behalf may store, transfer, and/or process such Personal Information in locations and on servers located outside of Canada, including jurisdictions such as the United States whose data protection laws differ from those of Canada. As a result, such Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions, including the United States, according to the laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to require that appropriate protections are in place to require our Subcontractors maintain protections on Personal Information collected in Canada that are equivalent to those that apply in Canada.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We will use all such the City provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of the City provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 8

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or the City Council and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new arrangement letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. We also may utilize Confidential Information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by our professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

The City agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our written permission. Any request to consent is also a matter for which separate arrangements may be necessary.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements, whenever a partner or professional employee leaves RSM and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Notices

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 9

Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the City to RSM shall also be sent to the following address: Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between RSM and the City and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the agreed-upon procedures we are to perform with respect to the Subject Matter, including our respective responsibilities.

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 10

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

Tino Robledo, Senior Director

Confirmed on behalf of the City of Kyle:

Mr. J. Scott Sellers, City Manager

Date

Mr. Perwez A. Moheet, Director of Finance

Date

Attachment A

We will perform the procedures enumerated below to the following Types of transactions recorded and reported in the City of Kyle's accounting system of record pertaining to specific expenditures incurred for the period beginning October 1, 2017 and ending March 31, 2022 by individual members of the Kyle City Council; the City Manager; City Secretary; Assistant City Managers; Chief of Police; Police Captain and Director of Communication; Director of Community Development; Director of Information Technology; Director of Economic Development; Director of Human Resources, and the Director of Park and Recreation of the City of Kyle.

Types:

- City Credit Cards: All expenditure transactions directly charged to a City issued credit card by each member of the City Council and the City Manager for which the City made payments to the credit card issuing banking institution, Wells Fargo Bank.
- Reimbursement Checks: All expenditure transactions incurred by each member of the City Council and the City Manager for which the City processed and issued a reimbursement check payment through the accounts payable system to the claimant.
- Selected City Credit Cards: All expenditures incurred on behalf of or for the benefit of any member of the Kyle City Council and the City Manager by the following specific City staff using City issued credit cards for which the City made payments to the credit card issuing banking institution, Wells Fargo Bank. Specific City staff includes Chief of Police; Police Captain and Director of Communication; Director of Community Development; Director of Information Technology; Director of Economic Development; Director of Human Resources, and the Director of Park and Recreation of the City of Kyle.

The City of Kyle is responsible for processing, accounting and reporting of expenses identified above and the City identified and provided the following for the summary of the types:

- Exhibit A – Credit Card Transaction Summary for the period of October 1, 2017, through March 31, 2022 (Exhibit A) and
- Exhibit B – Reimbursement Summary for the period of October 1, 2017, through March 31, 2022 (Exhibit B).

The City of Kyle has agreed to and acknowledged that the procedures to be performed are appropriate to meet the intended purpose of assisting users in understanding the transactions identified above. The procedures to be performed may not address all the items of interest to a user and may not meet the needs of all users and, as such, users are responsible for determining whether the procedures to be performed are appropriate for their purposes.

The procedures and the associated findings will be applied to Exhibit A and Exhibit B as defined above and will include one-hundred percent (100.0%) of the transactions as described above that were incurred by and or on behalf of the above designated members of the City, the City Council and the City Manager for the period beginning October 1, 2017 and ending March 31, 2022.

1. Obtain and read a copy of the written procedures related to the process in place for accounting, reporting and maintaining data in accordance with City Policies, and as outlined in the City's Travel Expense Reimbursement Policy; Purchasing Card Policy and Purchasing Card User Agreement Policy. Attach a copy of the City's Reimbursement Policy, Purchasing Card Policy and Purchasing Card User Agreement Policy.

- a. For each named individual on Exhibit A and Exhibit B, inquire if he or she submitted support for all of their respective individual transactions in the form of receipts and identify by name all individual which did not submit supporting receipts for any of the transactions listed on Exhibits A and B.

3. Obtain Exhibit A – Credit Card Transaction Summary for the period October 1, 2017, through March 31, 2022, and perform the following;

For each monthly credit card paid by the City, obtain the monthly credit card statement identified in Exhibit A, the submitted receipts supporting each listed transaction amount; and compare and agree the following information to Exhibit A:

- a. The last name of the individual that incurred the credit card charges paid by the City is supported.
- b. The month/date of the credit card transaction is supported by submitted receipts.
- c. The transaction description of charges is supported by the submitted receipts.
- d. The transaction amount agrees to the monthly credit card statement.
- e. Based on month/date and transaction amount from procedures b and d, confirm that Exhibit A does not include duplicate transaction amounts per the monthly credit card statement.
- f. For the monthly credit card paid by the City, agree amount to the City of Kyle issued check for each month listed on Exhibit A.
- g. For procedures a, b, c, d, e and f with exceptions and observations, list out the transaction amount which does not agree to submitted receipts or transaction description which is not supported by submitted receipts.
- h. For transactions identified under procedure g, inquire of individual for the identified exception and observation and include their response to the inquiry.
- i. For the transaction amount which is identified as travel under the transaction description of charges, inspect the receipts submitted for lodging and confirm the lodging charge is approved by the City Manager or below the limit lodging amount per night \$135.

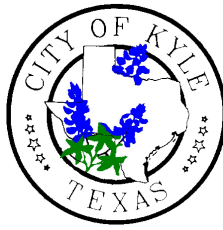
5. Obtain Exhibit B - Reimbursement Summary for the period of October 1, 2017 through March 31, 2022 and perform the following;

For each City reimbursed amount and each transaction amount, obtain the submitted receipts support and compare and agree the following information to Exhibit B:

- a. The last name of the payee agrees to the issued reimbursement check.
- b. Check number and reimbursement date agrees to issued check
- c. The transaction amount supporting reimbursements agrees and supports the City reimbursed amount.

Mr. J Scott Sellers, City Manager
Mr. Perwez A. Moheet, CPA, Finance Director
City of Kyle
[Date]
Page 13

- d. The transaction description is supported by the submitted receipts support maintained by the City.
 - e. For procedures a, b, c, and with exceptions and observations, list out the transaction amount, payee, reimbursement date, and reimbursement date which does not agree to submitted receipts or transaction description which is not supported by submitted receipts
 - f. For transactions identified under procedure e, inquire of payee for the identified exception and observation and include their response to the inquiry.
 - g. For the transaction amount which is identified as travel under the transaction description of charges, inspect the receipts submitted for lodging and confirm the lodging charge is approved by the City Manager or below the limit lodging amount per night \$135.
6. For each individual listed on Exhibit A – Credit Card Transaction Summary for the period of October 1, 2017 through March 31, 2022, obtained the sign cardholder User Agreement Form and identify any individual without a signed agreement.



INDEPENDENT EXAMINATION OF ALL NON-PAYROLL EXPENDITURES
INCURRED BY MEMBERS OF KYLE CITY COUNCIL AND CITY MANAGER
FOR THE PERIOD OCTOBER 1, 2017 TO MARCH 31, 2022

I. Background Information

On April 5, 2022, as part of discussions associated with City Council meeting agenda item number 36, the City Council passed a motion directing the City's Director of Finance to conduct an independent examination of all expenditures incurred by the members of the City Council and by the City Manager for a 5-year period beginning October 1, 2017 and ending March 31, 2022.

The audio and video recording of this City Council meeting has been archived and is available online for viewing at the following URL address:

<https://kyletx.new.swagit.com/videos/158101>

Video Time Marker: 1:53:00

II. Scope of Work for Examination of Specific Expenditures

The scope of work for this special independent examination is limited to the following type of specific transactions recorded and reported in the City of Kyle's accounting system of record pertaining to expenditures incurred by individual members of the Kyle City Council and the City Manager:

- A. City Credit Cards: All expenditure transactions directly charged to a City issued credit card by each member of the City Council and the City Manager for which the City made payments to the credit card issuing banking institution, Wells Fargo Bank.
- B. Reimbursement Checks: All expenditure transactions incurred by each member of the City Council and the City Manager for which the City processed and issued a reimbursement check payment through the accounts payable system to the claimant.
- C. Selected City Credit Cards: All expenditures incurred on behalf of or for the benefit of any member of the Kyle City Council and the City Manager by the following specific City staff using City issued credit cards for which the City made payments to the credit card issuing banking institution, Wells Fargo Bank:

- 1) City Secretary
- 2) Director of Communication
- 3) Director of Community Development (Planning)
- 4) Director of Information Technology
- 5) Director of Economic Development
- 6) Director of Human Resources
- 7) Director of Parks & Recreation
- 8) Chief of Police
- 9) Police Captain
- 10) Assistant City Managers

III. Examination and Review of Transactions

Under this special independent examination, the selected independent auditors are expected and required to examine one-hundred percent (100.0%) of all non-payroll expenditures and associated supporting documentation pertaining to specific expenditures as described in Section II A, B, and C of this document, that were incurred by and or on behalf of the members of the City Council and by the City Manager for a 5-year period beginning October 1, 2017 and ending March 31, 2022.

This independent examination must, at a minimum, verify, confirm, and provide assurance for each expenditure transaction that the following criteria were adhered to and complied with:

- 1) Expenditure was incurred for City related business.
- 2) Applicable City policy pertaining to travel, expense reimbursements, and or use of City credit card were adhered to and complied with.
- 3) City Charter provisions and requirements pertaining to reimbursement of expenditures incurred by members of the City Council.
- 4) Amounts expended/reimbursed were reasonable and supported with appropriate documentation.
- 5) Duplicate expenditure claims were not submitted and processed.
- 6) Appropriateness of expenditure classification and reporting treatment for compliance with IRS regulations – expense versus income.

IV. Internal Controls Review & Evaluation

The independent auditor engaged to perform this special review and examination of expenditures incurred by individual members of the Kyle City Council and the City Manager must also review and evaluate all applicable City policies associated with the following:

- 1) Expense reimbursements for travel and other City business activities.

- 2) Settlement of travel advance received by employees and elected officials.
- 3) Expense charged on City issued credit cards.

The review and evaluation of internal controls under Section IV of the special independent examination must determine whether City's policies are:

- 1) Adequate and meets best practices.
- 2) Applicable to both City employees and elected officials.
- 3) Compliance with Internal Revenue Service requirements.
- 4) Clear in required documentation requirements and enforcement responsibilities for both City employees and elected officials.
- 5) Improvements recommended to strengthen internal controls.

V. Examination Report Format

In addition to the required content for an independent auditor's report to comply with the requirements of auditing standards, the auditor's report must include an appropriate format to provide, at a minimum, the following required information:

- 1) Describe the scope of work agreed to under the special independent examination engagement.
- 2) Describe the process and procedures followed to perform and complete the examination of specific expenditure transactions and related internal controls as specified in Section II and III of this document for this special independent examination engagement.
- 3) Describe process followed and identify City staff and elected City officials interviewed in the performance of conducting this special independent examination.
- 4) Describe any scope limitations, record access restrictions, and or workflow hindrances if any, imposed by City staff in the performance of the required fieldwork and examination by the independent auditors.
- 5) For each finding associated with any expenditure transaction examined under this special examination must identify and provide:
 - a. Name of Council member or City staff
 - b. Date, amount, description
 - c. Condition – what was found?
 - d. Criteria – what should be?
 - e. Cause – what caused the condition?
 - f. Effect – what is the impact/risk if condition continues?
 - g. Recommendations for improvement

VI. Examination Period

The period covering this special independent examination is beginning October 1, 2017 and ending March 31, 2022.

VII. Examination Completion Deadline

The deadline for examination field work, examination, testing, compliance review and issuance of Independent Auditor's Report is no later than August 31, 2022.

VIII. Applicable City Policies Attached

- 1) Travel Expense Reimbursement Policy
- 2) Purchasing Card Policy
- 3) Purchasing Card User Agreement/Policy

IX. Primary Contact at City of Kyle:

Perwez A. Moheet, CPA
Director of Finance
City of Kyle
100 W. Center Street, Kyle, TX 78640
Email: pmoheet@cityofkyle.com
Phone: (512) 262-3952



CITY OF KYLE, TEXAS

RM 967

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: A resolution to authorize Texas Department of Transportation to initiate the process for right-of-way conveyance to the City of Kyle on RM 967. ~ *Leon Barba, P.E., City Engineer*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 20220428KyleRM967_RSL_ROWSwap_Resolution-CLEAN
- ☐ Exhibit

RESOLUTION NO. _____

WHEREAS, Hays County and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program, which outlined funding, roles and responsibilities for several roadway improvements; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, TxDOT has completed roadway improvements on RM 967 between Cole Springs Road to FM 1626, including construction of a center turn lane, shoulders and sidewalks and for which Hays County provided the construction funding; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, Hays County has funded and conducted project development for the extension of Robert S. Light Boulevard from RM 967 to FM 1626, which includes construction of two travel lanes (one in each direction) and a grade-separated crossing with the Union Pacific Railroad, and for which TxDOT has provided the construction funding, has let the project for construction and will manage construction; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, Hays County is funding project development to improve RM 967 from I-35 to the Union Pacific Railroad in downtown Buda, including shoulder improvements and addition of left turn lanes at certain locations and for which TxDOT and Hays County will jointly fund construction and TxDOT will let the project for construction and will manage construction; and

WHEREAS, as part of the negotiations of the TxDOT-Hays County Partnership Program, Hays County agreed to provide the construction funding for the improvements to RM 967 between Cole Springs Road and FM 1626 and provide project development funding for the extension of Robert S. Light Boulevard between RM 967 and FM 1626, and the TxDOT agreed to remove the portions of FM 2770 and RM 967 from the State Highway System; and add a portion of Robert S. Light Boulevard to the State Highway System; and

WHEREAS, Hays County, in cooperation with TxDOT, is funding project development and construction to improve Robert S. Light Boulevard from I-35 to RM 967, including pavement rehabilitation and for which Hays County will let the project for construction and will manage construction; and

WHEREAS, the improvements to RM 967 from Cole Springs Road to FM 1626 are complete; the extension of Robert S. Light Boulevard between RM 967 and FM 1626 is under construction; the improvements to RM 967 from I-35 to the Union Pacific Railroad are under development and the project is anticipated to be let for construction by TxDOT in Spring 2023, and the improvements to Robert S. Light Boulevard from I-35 to RM 967 are under development and the project is anticipated to be let for construction by Hays County in Fall 2022;

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

- (a) That the City Council of the City of Kyle does hereby request that the Texas Department of Transportation initiate the process to remove a portion of RM 967 from the intersection with I-35 to 0.185 miles north of the intersection (Segment 2 to 9 on the accompanying exhibit) from the State Highway System and convey to the City of Kyle for future ownership of the right-of-way and maintenance.

PASSED AND APPROVED this ____ day of _____, 2022.

Attest:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

20220428KyleRM967_RSL_ROWswap_Resolution-CLEAN.docx

RESOLUTION NO. _____

WHEREAS, Hays County and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program, which outlined funding, roles and responsibilities for several roadway improvements; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, TxDOT has completed roadway improvements on RM 967 between Cole Springs Road to FM 1626, including construction of a center turn lane, shoulders and sidewalks and for which Hays County provided the construction funding; and

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WHEREAS, as part of the TxDOT-Hays County Partnership Program, Hays County is funding project development to improve RM 967 from I-35 to the Union Pacific Railroad in downtown Buda, including shoulder improvements and addition of left turn lanes at certain locations and for which TxDOT and Hays County will jointly fund construction and TxDOT will let the project for construction and will manage construction; and

WHEREAS, as part of the negotiations of the TxDOT-Hays County Partnership Program, Hays County agreed to provide the construction funding for the improvements to RM 967 between Cole Springs Road and FM 1626 and provide project development funding for the extension of Robert S. Light Boulevard between RM 967 and FM 1626, and the TxDOT agreed to remove the portions of FM 2770 and RM 967 from the State Highway System; and add a portion of Robert S. Light Boulevard to the State Highway System; and

WHEREAS, Hays County, in cooperation with TxDOT, is funding project development and construction to improve Robert S. Light Boulevard from I-35 to RM 967, including pavement rehabilitation and for which Hays County will let the project for construction and will manage construction; and

WHEREAS, the improvements to RM 967 from Cole Springs Road to FM 1626 are complete; the extension of Robert S. Light Boulevard between RM 967 and FM 1626 is under construction; the improvements to RM 967 from I-35 to the Union Pacific Railroad are under development and the project is anticipated to be let for construction by TxDOT in Spring 2023, and the improvements to Robert S. Light Boulevard from I-35 to RM 967 are under development and the project is anticipated to be let for construction by Hays County in Fall 2022;

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

- (a) That the City Council of the City of Kyle does hereby request that the Texas Department of Transportation initiate the process to remove a portion of RM 967 from the intersection with I-35 to 0.185 miles north of the intersection (Segment 2 to 9 on the accompanying exhibit) from the State Highway System and convey to the City of Kyle for future ownership of the right-of-way and maintenance.

PASSED AND APPROVED this ____ day of _____, 2022.

Attest:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

20220428KyleRM967_RSL_ROWSwap_Resolution-CLEAN.docx



CITY OF KYLE, TEXAS

Everardo Rosales - Zoning (Z-22-0098)

Meeting Date: 7/5/2022

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 rezoning approximately 5.4 acres of land from Agriculture 'A' to 'R-1-T' (Residential Townhouse 1) and approximately 4.6 acres 'RS' (Retail Services) for property located at 951 Windy Hill Road in Hays County, Texas. (Everardo Rosales - Z-22-0098) ~ *Amber Lewis, Assistant City Manager*

Planning and Zoning Commission voted 5-0 to recommend approval of the request.

City Council voted 6-1 to approve on first reading on 6/21/2022.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ Staff Memo
- ☐ Request Letter
- ☐ Survey
- ☐ Landowner Authorization Letter
- ☐ Deed
- ☐ Zoning Ordinance

Property Location	951 Windy Hill Road, TX 78640
Owner	Everardo Rosales 1812 Payton Gin, Ste 320 Austin, TX 78758
Agent	Rey Cedillos PO Box 50362 Austin, TX 78763
Request	Rezone Approximately 10-Acres "A" (Agriculture) to "RS" (Retail Services, 4.6-Acres) & "R-1-T" (Townhome Residential, 5.4-Acres)

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



Existing Zoning

The existing zone of 951 Windy Hill Road is Agriculture "A". This zoning was approved upon annexation in December of 2013 (Ord. No. 773). Until the time of development, annexed property is assigned this zoning district.

West and north of the property is the Meadows of Kyle neighborhood (R-1-A). To the northeast is property zoned “A” with a contracting business on site (4323 Dacy Lane). To the east and adjacent to the property is a parcel zoned R-3-2 (Apartments, 21 units per acre maximum). To the south is Windy Hill Road with larger lot single family residences south of the road (City of Kyle ETJ).

Requested Zoning

Retail Services District “RS”

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)

Residential Townhouse District “R-1-T”

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

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

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

Conditions of the Zoning Ordinance

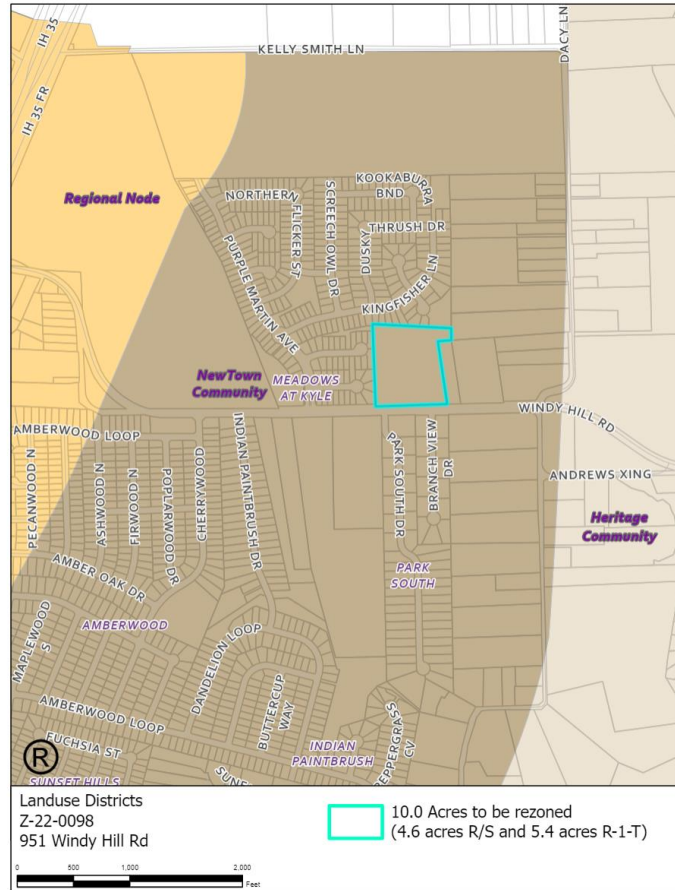
Sec. 53-1205 Amendments

(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 “New Town” land use district. The “RS” & “R-1-T” zoning districts are a recommended in the “New Town” land use district.

New Town Community

Recommended: R-1-1, R-1-2, R-1-3, R-1-C, **R-1-T**, R-2, R-3-2, R-3-3, CC, NC, **RS**, MXD O/I
Conditional: E, A, C/M, R-1-A, R-3-1, RV, T/U, UE, HS, W

New Town Community

‘Character’: Currently consisting primarily of residential uses, open fields, some commercial uses along I-35, and the City’s new Performing Arts Center, the New Town District will likely experience significant development pressures in the near future. This District straddles both I-35 and FM 1626, and growth from Austin and Buda is spreading

south along these roadways. These land uses and the forms that follow are wide ranging and varying according to the existing development pattern in place today, and the availability for utility service to as-yet undeveloped lands. The New Town District includes undeveloped residential areas, the proposed site for an 'Uptown' shopping/activity center, proposed and existing commercial along higher classified roadways, and legacy residential that has existed for many years. This District should be livable, comfortable, and convenient for all residents of Kyle and the surrounding region. Elements of form and design are critical to ensuring transitions between neighboring uses.

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

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

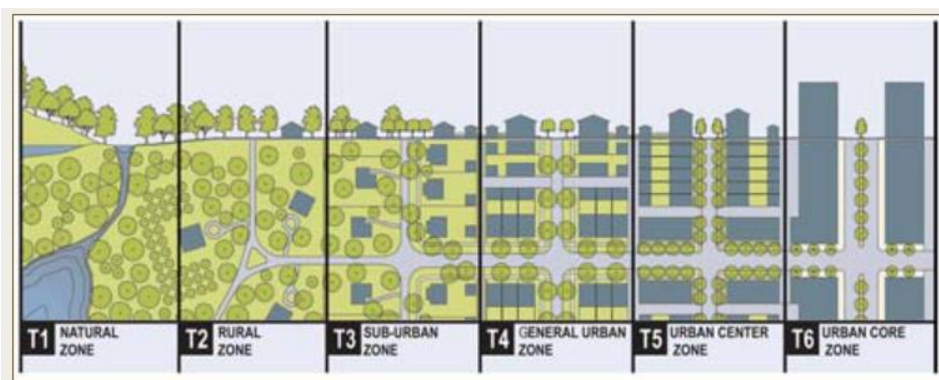
Analysis

The 10-acre tract is adjacent and east of the Meadows of Kyle neighborhood, on Windy Hill Road (Single Family Residential, R-1-A). All properties adjacent to 951 Windy Hill Road are inside the city limits, with diverse zoning in place.

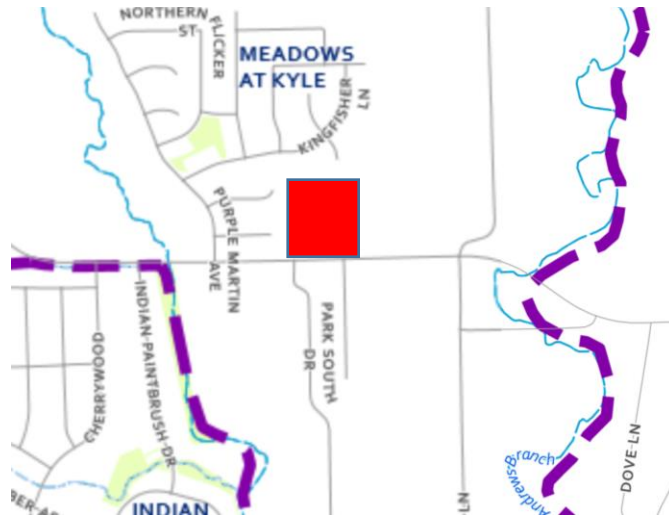
The 2019 comprehensive plan allows both the “RS” and “R-1-T” zoning districts as recommended. When zoning districts/uses are recommended, they generally will fit into the landscape or built environment without much issue. This can range from expected uses (Retail Services allows highway point of sale uses), to how the development integrates into the street and surrounding community, and diversity of housing types. The diverse existing land uses/zoning allow the “RS” and “R-1-T” districts to generally fit in to the area.

From west to east, the existing zoning generally ramps up in density and intensity of use. The zoning request neatly fits into this idea. Meadows of Kyle is a single-family residential neighborhood with a maximum density of 6.8 residences per buildable acre. The “R-1-T” (townhomes) is the next level up at 10 residences per buildable acre. Adjacent and east of the proposed rezoning is land zoned “R-3-2” (apartments at a maximum density of 21 units per buildable acre). East of the “R-3-2” zoning is a gas station and convenience store at the northwest corner of Windy Hill Road and Dacy Lane. All three properties (951 Windy Hill Road, “R-3-2” and convenience store) either propose point of sale service along Windy Hill Road or have it already.

Below is an exhibit showing the idea of transacting zoning created by the Dunay-Plater Zyberk firm. Zones “T3” through “T5” are the most applicable zones for the purpose of this report.



Infrastructure is always an important discussion item, when development is proposed. Windy Hill Road is the street the project will take access from. At build out, Windy Hill Road will be a 4-lane arterial. At minimum, the development will likely be required to dedicate right of way. The project will also likely pay the Adjacent Lane Mile fee in lieu of street improvements, due to the small scale of the project. Additionally, the applicant has expressed interest in extending the Vybe trail east from the trail crossing Windy Hill Road (between the Indian Paintbrush neighborhood & Dollar General).



Vybe Trail Map – Location of Project in Red

Water service will be provided by Monarch (Southwest Water), and wastewater will be provided by the City of Kyle. The project will be required to extend wastewater approximately 1,200 linear feet to the west to tie into an existing manhole at the entrance of Meadows of Kyle. Power will be provided by Pedernales Electric Cooperative.

Recommendation

At the June 14, 2022, Planning & Zoning Commission meeting, the Commission voted 5- 0 to recommend approval of the zoning. Staff supports the rezoning from Agriculture to Retail Services and R-1-T and asks the Mayor & Council to vote to approve the rezoning request.

Cedillos & Company
Civil/Environmental Consulting Engineers
Texas Firm Registration Number F-9159

April 26, 2022

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

Re: **Zoning Request for 951 Windy Hill Road,
Kyle, Texas 78640**


Dear Case manager:

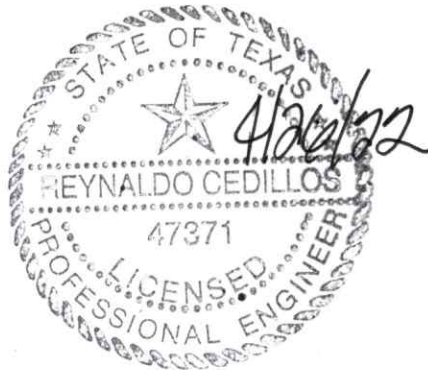
This application is for a zone change from A to R/S in the front of the property and R-1-T in the back. The property is located at 951 Windy Hill Dr. inside the Kyle city limits. The legal description is A0397 A Reuss Survey. Reference ID: R17614.

The R/S zoning is proposed for the 4.6 acre along Windy Hill Road where a retail center including a grocery store is proposed. The remaining 5.4 acres is proposed to be zoned R-1-T for residential use.

Please call me at 512-363-6801 if you have any questions or need additional information.

Sincerely,

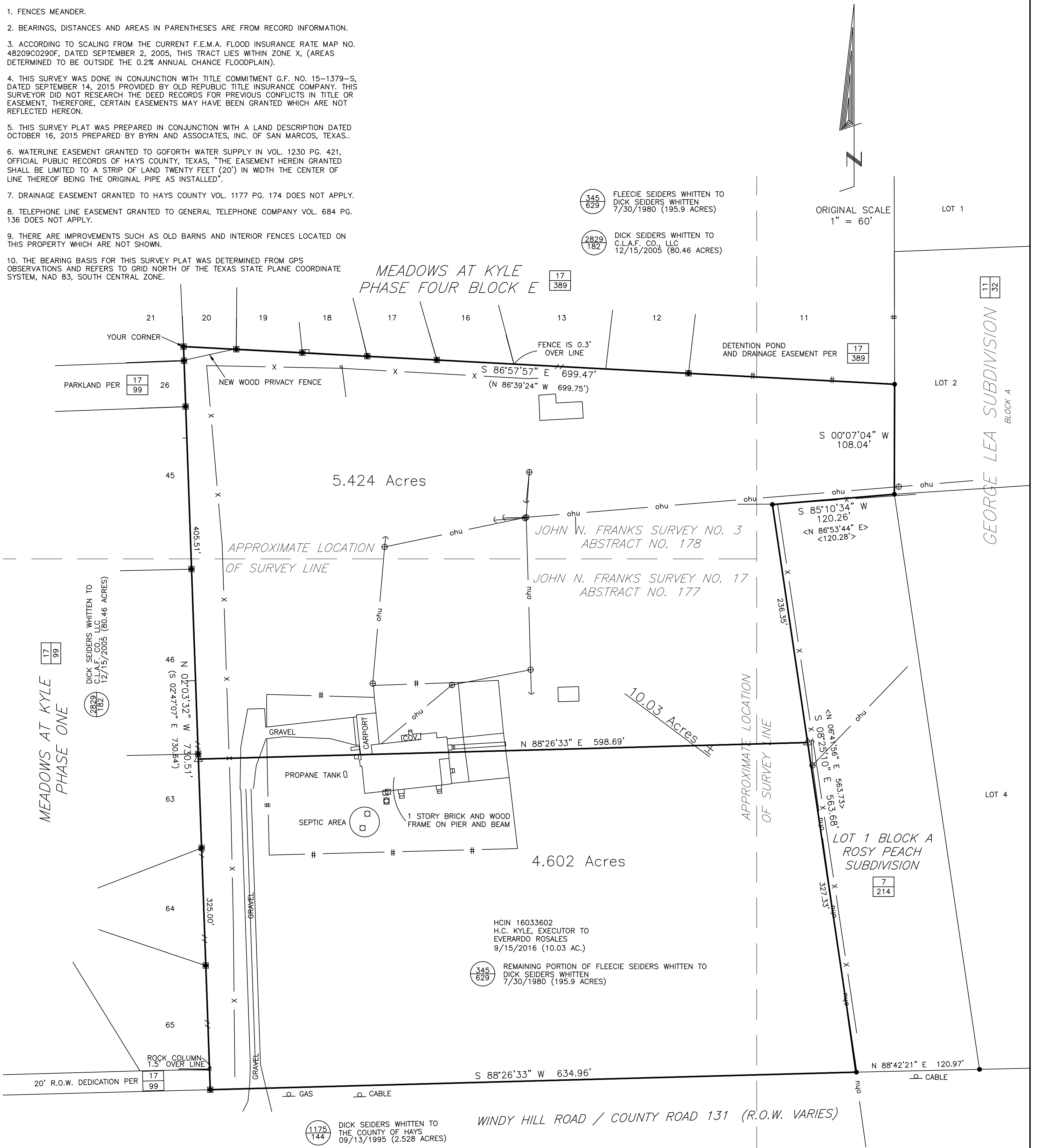

Rey Cedillos, P.E.
reycedillos@aol.com



SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0290F, DATED SEPTEMBER 2, 2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 15-1379-S, DATED SEPTEMBER 14, 2015 PROVIDED BY OLD REPUBLIC TITLE INSURANCE COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED OCTOBER 16, 2015 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS..
6. WATERLINE EASEMENT GRANTED TO GOFORTH WATER SUPPLY IN VOL. 1230 PG. 421, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, "THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND TWENTY FEET (20') IN WIDTH THE CENTER OF LINE THEREOF BEING THE ORIGINAL PIPE AS INSTALLED".
7. DRAINAGE EASEMENT GRANTED TO HAYS COUNTY VOL. 1177 PG. 174 DOES NOT APPLY.
8. TELEPHONE LINE EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY VOL. 684 PG. 136 DOES NOT APPLY.
9. THERE ARE IMPROVEMENTS SUCH AS OLD BARNs AND INTERIOR FENCES LOCATED ON THIS PROPERTY WHICH ARE NOT SHOWN.
10. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

MEADOWS AT KYLE
PHASE FOUR BLOCK E



LEGEND

- | | |
|--|--|
| | HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS |
| | HAYS COUNTY PLAT RECORDS |
| | 1/2" IRON ROD FOUND OR DIAMETER NOTED |
| | 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "ZWA" |
| | FENCE POST |
| | CALCULATED POINT |
| | WOOD FENCE |
| | CHAIN LINK FENCE |
| | WIRE FENCE |
| | UTILITY LINE, POLE AND GUY |
| | CLEANOUT |
| | SIGN |

(XXX) RECORD INFORMATION PER

<XXX> RECORD INFORMATION PER



KYLE SMITH, R.P.L.S. NO. 5307

PLAT OF 10.03 ACRES, MORE OR LESS, IN THE JOHN N. FRANKS SURVEY NO.3, THE JOHN N. FRANKS SURVEY NO. 17, AND THE AUGUST RUESS SURVEY NO. 13, HAYS COUNTY, TEXAS

Δ REVISED 3/23/22
CLIENT: ROSALES, EVERARDO
DATE: 8/1/2017
OFFICE: HADEN
CREW: C. SMITH, LOZANO
FB/PG: 745/55
PLAT NO. 27354-17-c

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: A0397 REDEVELOPMENT
of lots (if subdivided): 1 # of acres: 10.03
Site APN/Property ID #(s): R17614
Location: KYLE, TX County: HAYS
Development Name: 951 WINDY HILL

OWNER

Company/Applicant Name: EVERARDO ROSALES
Authorized Company Representative (if company is owner): —
Type of Company and State of Formation: NA
Title of Authorized Company Representative (if company is owner): OWNER
Applicant Address: 1812 PAYTON GIN, STE 230, AUSTIN, TX 78758
Applicant Fax: —
Applicant Phone: 512-749-4686
Applicant/Authorized Company Representative Email: EVERARDO@GMAIL.COM

APPLICANT REPRESENTATIVE

Check one of the following:

— I will represent the application myself; or

☒ I hereby designate RAY CEDILLOS (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: 03-29-22

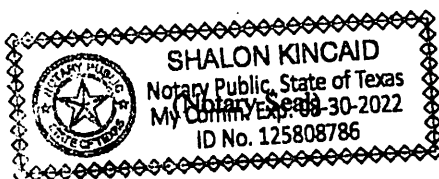
State of Texas §

County of Hays §

March 29, 2022

Everardo Rosales

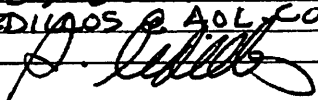
This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (~~member, manager, authorized officer, etc.~~) of (~~name of company~~), a (Texas) (~~limited liability company, corporation, partnership, etc.~~) individual.



SUBSCRIBED AND SWORN TO before me, this
the 29th day of March, 2022.

[Signature]
Notary Public's Signature
8/30/22
My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: PEY CEDILLOS
Representative Address: PO Box 50362, AUSTIN, TX 78763
Representative Phone: 512-363-6801
Representative Email: PEYCEDILLOS@AOL.COM
Representative's Signature:  Date: 3/29/22

NOTICE OF CONFIDENTIALITY RIGHTS:

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

SPECIAL WARRANTY DEED

Date: September 15, 2016

Grantor: H.C. KYLE, III, Independent Executor of the Estate of Dick Seiders Whitten, Deceased, probated Under Cause No. 15-0208-P, in the County Court at Law of Hays County, Texas

Grantor's Mailing Address: 118 North LBJ Drive
San Marcos, Texas 78666
in Hays County

Grantee: EVERARDO ROSALES

Grantee's Mailing Address: 1812 Payton Gin, Suite 230
Austin, Texas 78758
in Travis County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and for which no lien, express or implied, is retained

Property (including any improvements):

10.03 acres of land, more or less, in the JOHN N. FRANKS SURVEY NO. 3, Abstract No. 178, the JOHN N. FRANKS SURVEY NO. 17, Abstract No. 177 and the AUGUST RUESS SURVEY NO. 13, in Hays County, Texas, being a portion of that tract described as 195.9 acres in Deed recorded in Volume 345, Page 629, Deed Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

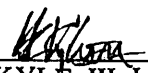
1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
2. Water line easement granted to Goforth Water Supply, as recorded in Volume 1230, Page 421, Official Public Records of Hays County, Texas.
3. Affidavit to the public regarding a non-standard and/or proprietary on-site sewage facility installed on subject property, as recorded in Volume 3112, Page 257, Official Public Records of Hays County, Texas.
4. Grantor shall have no liability for loss, claim or damage arising by virtue of the following, as reflected on survey Dated October 15, 2015, prepared by Kyle Smith, Registered Professional Land Surveyor No. 5307: Intrusion of fence along the north and west lines and protrusion of fence along the east line.
5. All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016, which Grantee assumes and agrees to pay.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS DEED, AND OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE WARRANTIES EXPRESSLY CONTAINED IN THIS DEED, AND OTHER CLOSING DOCUMENTS.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

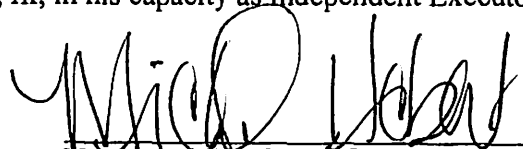
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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


H.C. KYLE, III, Independent Executor of the
Estate of Dick Seiders Whitten, Deceased

STATE OF TEXAS §
 §
COUNTY OF HAYS §

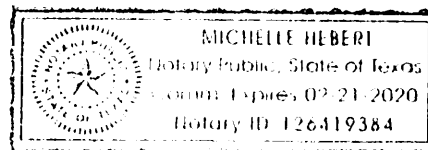
This instrument was acknowledged before me on the 15 day of September, 2016 by H.C. KYLE, III, in his capacity as Independent Executor of the Estate of Dick Seiders Whitten, Deceased.



Notary Public - State of Texas

PREPARED IN THE LAW OFFICE OF:

H.C. KYLE, III
Attorney at Law
118 North LBJ Drive
San Marcos, Texas 78666



c:\KYLE\Probate\Whitten Dick\Rosales\hc 38630 Whitten Est - Rosales SWD

DESCRIPTION OF 10.03 ACRES, MORE OR LESS, IN THE THE JOHN N. FRANKS SURVEY NO. 3 ABSTRACT NO. 178, THE JOHN N. FRANKS SURVEY NO. 17 ABSTRACT NO. 177 AND THE AUGUST RUESS SURVEY NO. 13, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 195.9 ACRES IN A DEED FROM FLEECIE SEIDERS WHITTEN TO DICK SEIDERS WHITTEN DATED JULY 30, 1980 AND RECORDED IN VOLUME 345, PAGE 629 OF THE HAYS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with a plastic cap stamped "ZWA" in the north line of Windy Hill Road/Hays County Road 131 and that tract described as 2.528 acres in a deed from Dick Seiders Whitten to The County of Hays dated September 13, 1995, and recorded in Volume 1175 Page 144 of the Hays County Official Public Records, for the southeast corner of that twenty foot right-of-way dedication shown of the plat of Meadows at Kyle, Phase One, recorded in Volume 17 Page 99 of the Hays County Plat Records;

THENCE leaving the north line of Windy Hill Road, the Hays County Tract and **PLACE OF BEGINNING** as shown on that plat numbered 27218-15-c, dated October 16, 2015 as prepared for The Dick Whitten Estate by Byrn and Associates, Inc. of San Marcos, Texas, with an east line of Meadows at Kyle Phase One, **N 02°03'32" W 730.51 feet** to an iron rod found with a plastic cap stamped "ZWA" in the east line of Lot 21, Meadows at Kyle Phase Four, as recorded in Volume 17 page 389 of the Hays County Plat Records, for the common southwest corner of Lot 20, Meadows at Kyle Phase Four and the northwest corner of this description;

THENCE leaving Lot 21, Meadows at Kyle, Phase Four with a south line of Meadows of Kyle Phase Four, **S 86°57'57" E 699.47 feet** to a 1/2" iron rod found in the west line of Lot 2, Block A, George Lea Subdivision, as recorded in Volume 11 Page 32 of the Hays County Plat Records, for the common southeast corner of Lot 11, Meadows at Kyle, and the northeast corner of this description;

THENCE leaving Lot 11, with west line of Lot 2, Block A, George Lea Subdivision, **S 00°07'04" W 108.04 feet** to a 1/2" iron rod found at the common southwest corner of Lot 2, Block A, George Lea Subdivision, the northwest corner of Lot 4 Block A, George Lea Subdivision and the northeast corner of Lot 1 Block A, Rosy Peach Subdivision as recorded in Volume 7 Page 214 of the Hays County Plat Records;

THENCE leaving Lot 2 and Lot 4, Block A, George Lea Subdivision, with the north line Lot 1 Block A, Rosy Peach Subdivision **S 85°10'34" W 120.26 feet** to a 1/2" iron rod found for the northwest corner of Lot 1, Block A, Rosy Peach Subdivision;

THENCE with the west line of Lot 1, Block A, Rosy Peach Subdivision **S 08°25'10" E 563.68 feet** to a 1/2" iron rod found in the north line of Windy Hill Road and the previously mentioned Hays County Tract, for the common southwest corner of Lot 1 Block A, Rosy Peach Subdivision and the southeast corner of this description;

THENCE leaving Lot 1 Block A, Rosy Peach Subdivision with the north line of Windy Hill Road and the Hays County Tract, **S 88°26'33" W 634.96 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 10.03 acres, more or less, as prepared from a survey made on the ground on October 16, 2015 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to grid north of the Texas State Plane Coordinate System, NAD 83, South Central Zone.



Kyle Smith, R.P.L.S. No. 5307

Client: Estate of Dick Whitten
Date: October 16, 2015
Survey: Franks, John N. No. 3, Franks, John N. No.17, Ruess, August No.13
County: Hays Texas
Job No: 27218-15
FND 10.03

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 5.4 ACRES OF LAND FROM AGRICULTURE ‘A’ TO ‘R-1-T’ (RESIDENTIAL TOWNHOUSE 1) & APPROXIMATELY 4.6 ACRES ‘RS’ (RETAIL SERVICES) FOR PROPERTY LOCATED AT 951 WINDY HILL ROAD 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 5.4 acres of land from Agriculture ‘A’ to ‘R-1-T’ (Residential Townhouse 1) & 4.6 acres ‘RS’ (Retail Services) for property located at 951 Windy Hill Road, 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

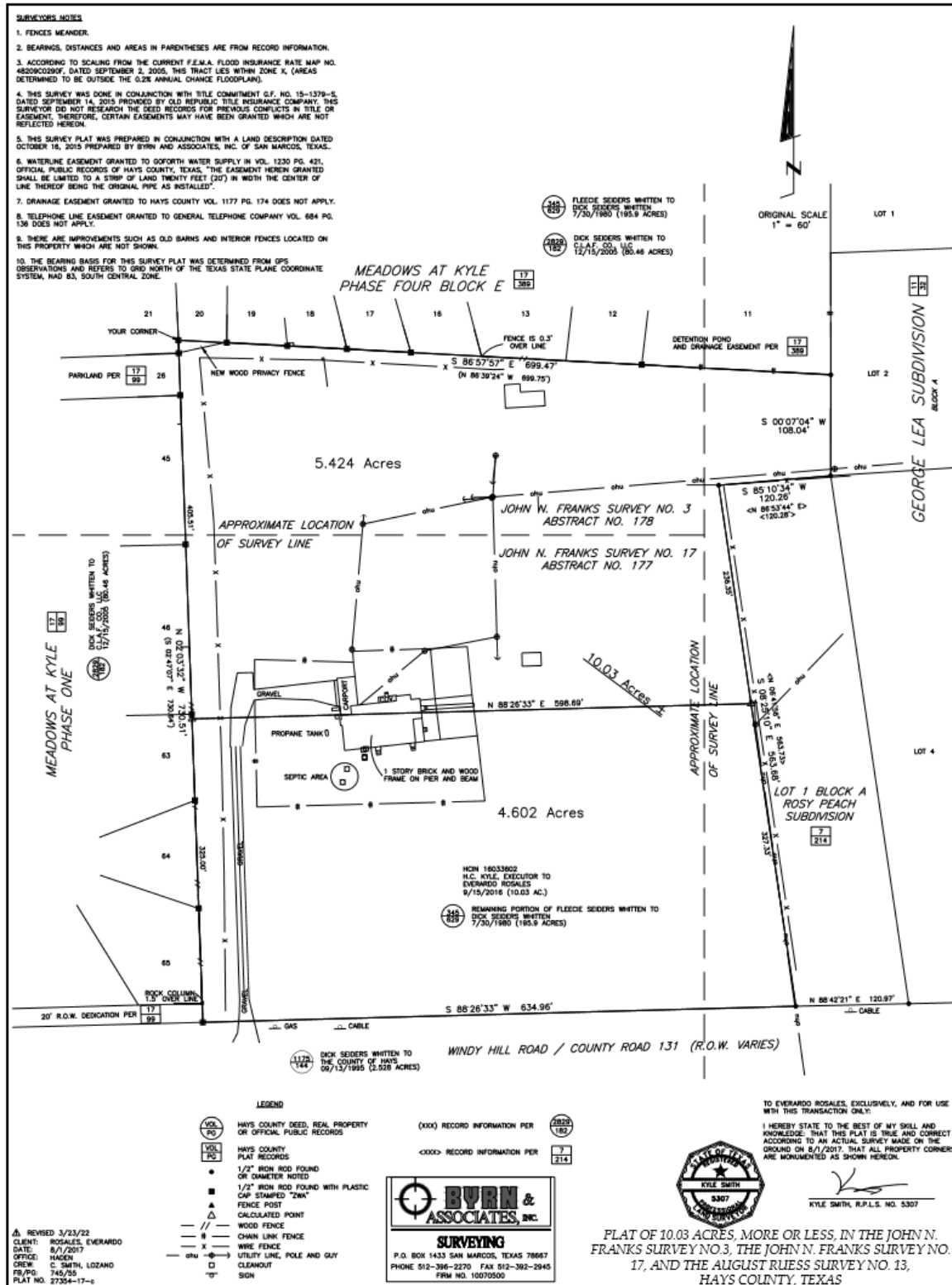
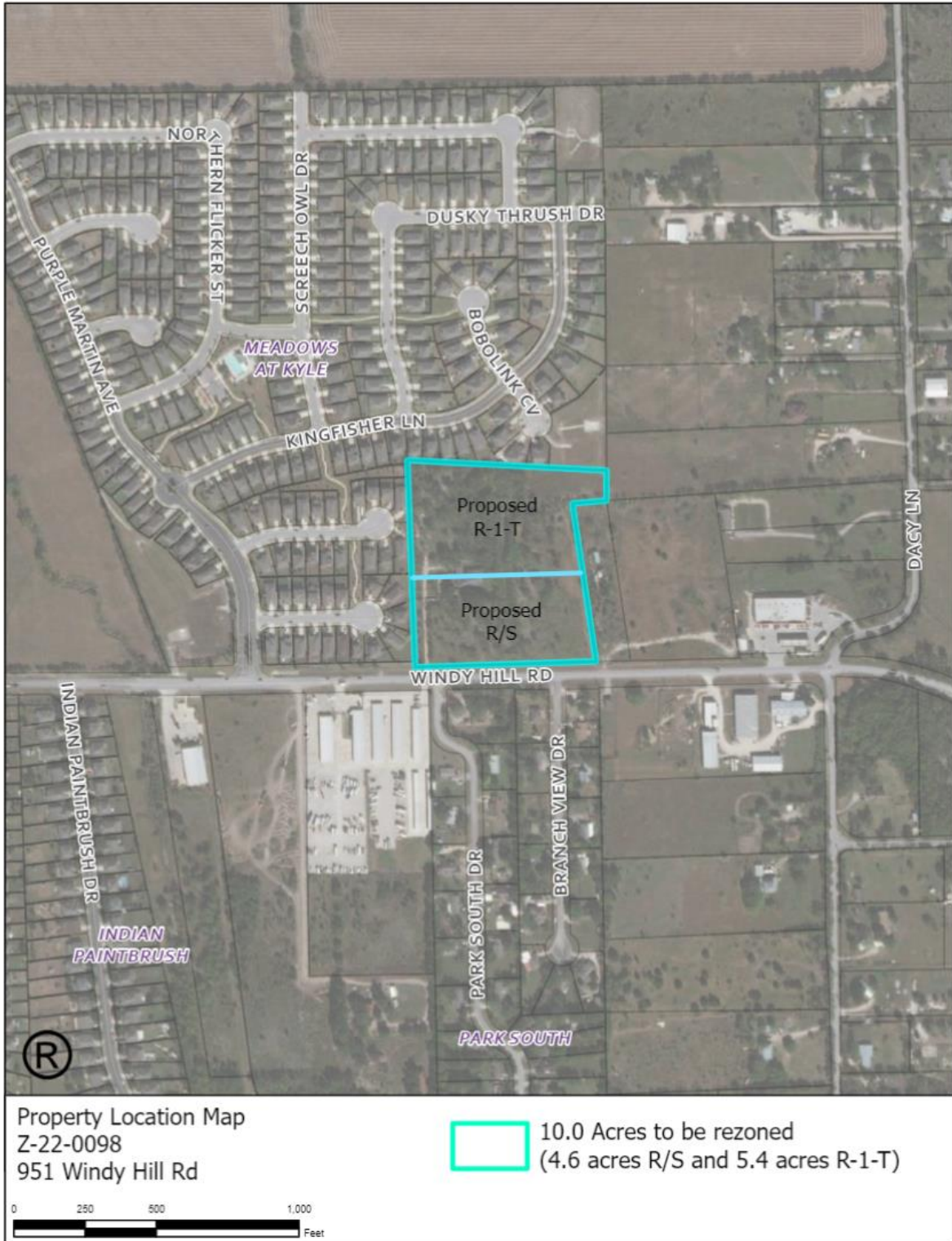


Exhibit B





CITY OF KYLE, TEXAS

Hays County Elections

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Hays County Election Services Contract and Joint Election Agreement. ~ *Jennifer Holm, City Secretary*

Other Information: This is our annual contract with Hays County Elections to conduct the City's elections and annual joint election agreement. The Hays County Election Services Contract outlines the duties and responsibilities of each Hays County Elections Office and the Kyle City Secretary's Office, while the Joint Election Agreement spells out how a joint election is invoiced.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Hays County Elections Contract for Election Services
- ☐ Joint Election Agreement 2022-2023

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** ("Contract") is made and entered into by and between the **Elections Administrator of Hays County, Texas ("Contracting Officer")** and the City of Kyle (Local Political Subdivision "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
- C. The LPS agrees to commit the funds necessary to pay for Election-related expenses for the LPS's Election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
 - A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.
 - B. **Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.
 - C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**
 - 1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned

polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

- D. **Election Training.** The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.
- E. **Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.
- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The LPS City Secretary will ensure that Public Notice is also provided via published notice, on the LPS's website and on all LPS social media outlets.

- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. (“Hart”) for the Election. This voting System includes the equipment referred to as “Duo” and Verity Controllers”. Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. **Applications for Mail Ballots.** The LPS and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.
- L. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.
1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
 2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
 3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
 4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

N. Election Night Reports. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

O. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. Canvass Material Preparation. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.

Q. Custodian of Election Records. The Election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The LPS shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the LPS of all actions necessary to call the Election. The LPS shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The LPS shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

C. Department of Justice Preclearance for Special Elections. If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

- D. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. **SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. **PAYMENT**

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the LPS are set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the Election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge

for the use of the equipment may be reset by the Hays County Commissioners Court.

- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

V. **TERM AND TERMINATION**

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. **MISCELLANEOUS PROVISIONS**

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
 2. The officers who conduct the official canvass of the Election returns;
 3. The authority to serve as custodian of voted ballots or other Election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** If the LPS cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall pay the fee.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.
- D. **Election to Resolve a Tie.** In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The LPS and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the Election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control

of the subject party (“force majeure event”) whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

Jennifer Holm
City Secretary, City of Kyle
100 W. Center Street
Kyle, Texas 78640
Tel: 512-262-3981
Fax: 512-262-3981
Email: jholm@cityofkyle.com

Witness by my hand this the _____ day of _____, 2022.

Contracting Officer:

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 2022.

Local Political Subdivision:

Jennifer Holm, City Secretary
City of Kyle

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS OF SAN MARCOS

This Joint Election Agreement ("Agreement") is entered into on July __, 2022, between the **LPS Name**, (the "LPS") **LPS Address** and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The LPS enters into this Agreement for the conduct of the elections to be held from August 2022 through July 2023.

Section 2. *Appointment of Election Officer.* The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

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

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. *Force Majeure.* Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

LPS
LPS Clerk's Office
Street Address
City, Texas Zip

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ____ day of August, 2022

Hays County Elections Administrator

LPS

Jennifer Anderson
Elections Administrator

Signed
LPS Manager

Attest:

Attest:



CITY OF KYLE, TEXAS

KRUG Holiday Lights

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to ILLUMINATION HOLIDAY LIGHTING not to exceed \$35,679.00 for holiday lights on the KRUG Activity Center and interactive light show on the largest historic Oak Tree in Mary Kyle Hartson City Square Park. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information: Illumination Holiday Lighting will create a blanket of lights on the rooftop of the KRUG Activity Center with a curtain of lights on all sides of the building. Illumination holiday lighting will program a themed light show on the largest Historic Oak Tree in Mary Kyle Hartson City Square Park. Illumination lighting has put lights on the KRUG Activity Center rooftop the last two years. They programmed a light show on the trees by the playground in 2021. Staff recommends approval of Illumination Holiday Lighting.
KRUG Activity Center Lights \$19,754
Largest Oak Tree Interactive Lights \$15,925

Legal Notes:

Budget Information: Funding in the amount of \$35,679.00 is available in the approved budget for fiscal year 2021-2022 in the Park Development Fund as follows:

- 1720-65300-572480

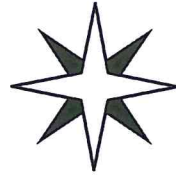
ATTACHMENTS:

Description

- ☐ Illumination Lighting



By



**ILLUMINATION
HOLIDAY LIGHTING**



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

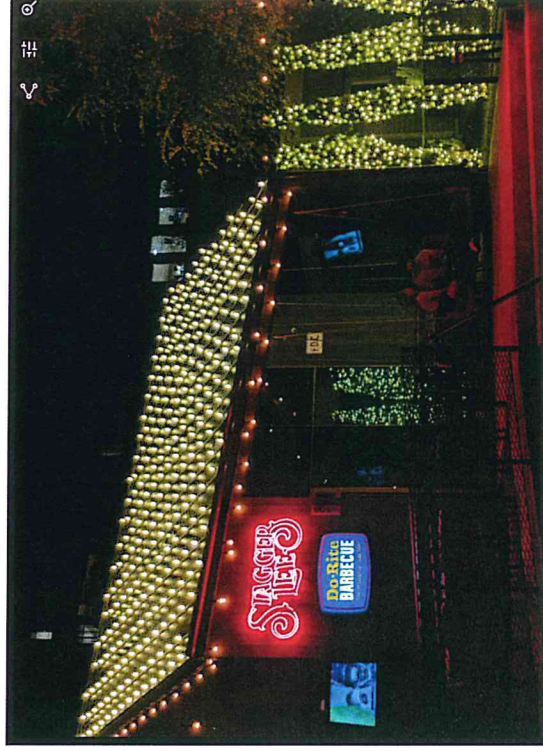
*Lights installed on all sides illuminating the building throughout the park



Smaller scale examples of:

← Curtain of Lights

Rooftop Light Blanket
↓



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

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

Our Lights

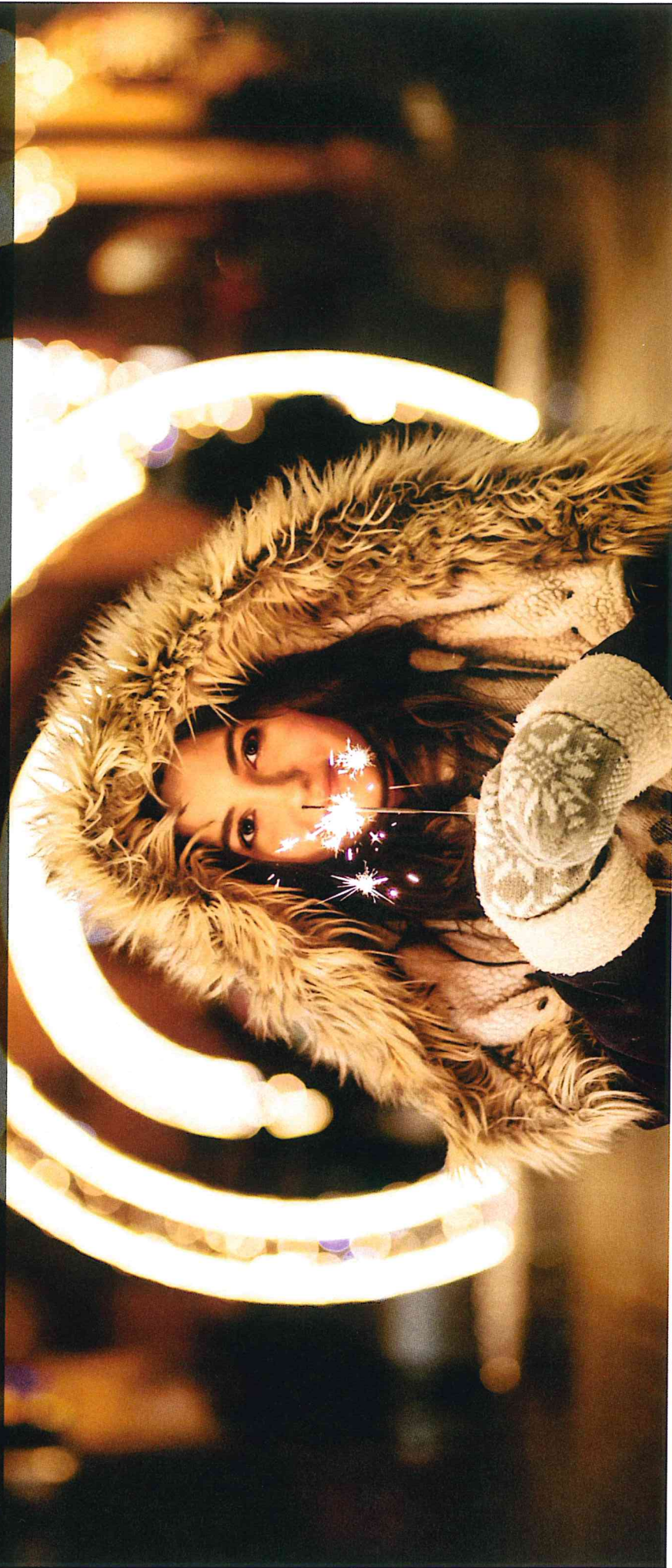
Top of the Line RGB Lighting:

- 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.



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

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 - 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.



**CEDAR
PARK**

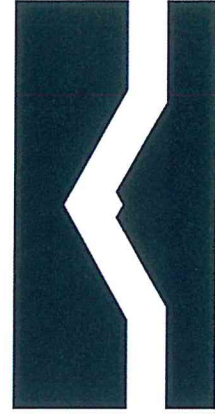
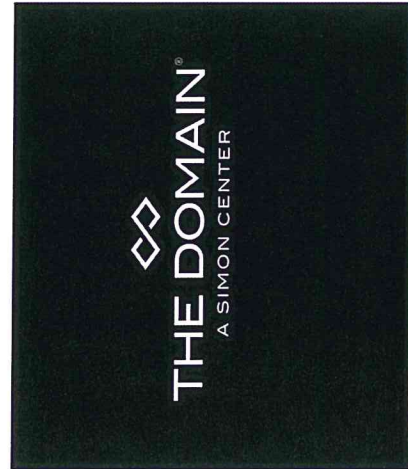
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**DEL AMO
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A SIMON MALL

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BRECKENRIDGE**

Trusted Among the Best

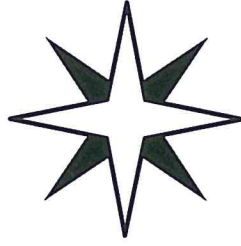
Questions? Please contact:

Owner

Daniel Szymanski

Cell - (262) 347-9092

dan@illuminationholidaylighting.com



**ILLUMINATION
HOLIDAY LIGHTING**



CITY OF KYLE, TEXAS

Tree Wrapping

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to ABC HOME & COMMERCIAL not to exceed \$57,324.67 for holiday light tree wrapping for Mary Kyle Hartson City Square Park. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information: ABC Home & Commercial Services will wrap the trunks and branches of the 16 trees at Mary Kyle Hartson City Square Park. ABC Home & Commercial Services wrapped the trees for the holiday season at Mary Kyle Hartson City Square Park in 2021. Staff recommend approval of ABC Home & Commercial Services.

Legal Notes:

Budget Information: Funding in the amount of \$57,324.67 is available in the approved budget for fiscal year 2021-2022 in the Park Development Fund as follows:

- 1720-65300-572480

ATTACHMENTS:

Description

□ ABC Home & Commercial



Customer Service Center Information:

San Marcos

1505 S Interstate 35

San Marcos, TX 78666

512 392-9500

License: TPCL 2170, TECL 23492, TACLA86888E,
M32147, TICL 587, ACR-1767157, B-18022, Rutkowski
L10002669

Date:

5/23/2022

Holiday Light Proposal

Customer Service Location:

Mariana Espinoza, CPRP, AFO Parks and Recreation Director

101 S Burleson St
Kyle, TX 78640Phone# (512) 262-3939
mespinoza@cityofkyle.com

Customer Billing Information

Mariana Espinoza, CPRP, AFO Parks and Recreation Director

101 S Burleson St
Kyle, TX 78640Phone# (512) 262-3939
mespinoza@cityofkyle.com

Roof Lighting:

Location	Bulb Type	Quantity	Size/Color	Linear Feet	Price
Facia First Floor					
Facia Second Floor					
Facia Third Floor					
Ridges First Floor					
Ridges Second Floor					
Ridges Third Floor					
Windows					

Tree Lighting:

Portion Lit	Bulb Type	Quantity	Size/Color	Linear Feet	Price
Trunk/Branches	LED	1092	WARM	21840	49140
Trunk/Branches	LED	600	WARM (2021)		13819

Shrub Lighting:

Bulb Type	Quantity	Size/Color	Linear Feet	Price

Ground Lighting:

Location	Bulb Type	Quantity	Size/Color	Linear Feet	Price
Driveway					
Sidewalk					
Beds					

Other Lighting:

Decor Element	Bulb Type	Quantity	Size/Color	Linear Feet	Price
Garland					
Wreaths					

Accessories:

Type	Quantity	Size/Color	Price
Timers	2		86
Extension Cords	2		25
Bows			
Magnet Clips			

Deposit Amount: \$ 29000.00
Payment Method:
Check # or Credit Card #:
Credit Card Expiration Date:
2nd Year Install/Takedown Fee (excluding taxes): 34395

Proposed Pricing:	
Installation Total:	62959
Takedown Fee:	8184.67
Discount:	13819
Sub-Total:	57324.67
Tax:	0
Total:	57324.67

TERMS AND CONDITIONS - see attached

Notes:

The quote includes reinstallation of lights from 2021 saving the COK on pre-existing lights and timers. All lights are commercial grade and cut to fit and belong to the COK after take down in January of 2023. Installation of lights in 2023 will be 60% of the cost of 2022 as stated in the proposal. This does not include canopies.

ALL LIGHTS ARE COMMERCIAL GRADE AND CUT TO FIT.

ABC DOES NOT OFFER INTERACTIVE LIGHTS.

LED Details: <input checked="" type="checkbox"/> If LED - Special Order Form Submitted?	Submitted for ABC By: _____ 5/23/2022
LED Type: Warm	Accepted By: _____ 5/23/2022
Timer On: 5:30 PM CST	
Guarantee: Holiday lights are guaranteed until: 1/15/23	
Timer Off: 11:00 PM CST	
Intall Date: 11/1/2022	
Take Down Date: 1/5/2023	
Install Crew:	



CITY OF KYLE, TEXAS

Rate Stabilization Agreement Texas Water Utilities

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

Subject/Recommendation: [Postponed 4/19/2022] Consider approval of an extension to the Rate Stabilization Agreement between Texas Water Utilities and City of Kyle. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Kyle Settlement Extension
- ☐ Kyle Letter Agreement

TEXAS WATER UTILITIES, L.P.
RATE STABILIZATION AGREEMENT

This Rate Stabilization Agreement is effective on this _____ day of _____, 2022, and is between Texas Water Utilities, L.P. ("TWU") and the City of Kyle ("City" or "Kyle").

Monarch Utilities I L.P. ("Monarch") filed an application for a water and sewer rate/tariff change with the City on September 5, 2013. The City denied the rate increase in Ordinance No. 791 on March 18, 2014. Monarch appealed Kyle Ordinance No. 791 to the TCEQ on March 24, 2014. On July 31, 2014, Monarch and the City entered into the attached Settlement Agreement resolving TCEQ Docket No. 2014-0657-UCR, SOAH Docket No. 582-14-3862, and *Monarch Utilities I L.P.'s Petition for Review of Municipal Rate Ordinance*. The Settlement Agreement provided for rate stabilization and rate increases on an agreed upon schedule. The last increase under the Settlement Agreement occurred on January 1, 2021. Under the Settlement Agreement, the Rate Stabilization may be extended for another five years. Monarch legally changed its name to Texas Water Utilities, L.P. ("TWU") with the Texas Secretary of State on April 22, 2022.

TWU and the City have agreed to extend the Rate Stabilization for another ten (10) years, per the terms of the Settlement Agreement.

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

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

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

2. Rate Stabilization: Beginning January 1, 2022, annual increases to TWU's monthly base rate and gallonage charge for water service, barring an "Unforeseen Circumstance," shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers for the South Region as published by the Bureau of Labor Statistics ("CPI") over the prior calendar year as of October, not to exceed 3 percent.
3. Upon the occurrence of an event or circumstance that is not within the control of TWU and that could

not have been avoided by TWU with the exercise of good faith, due diligence, and reasonable care (an "Unforeseen Circumstance"), TWU shall be entitled to adjust water rates by an amount sufficient to compensate TWU for additional costs resulting from such Unforeseen Circumstance ("Rate Adjustment").

- a. Upon the occurrence of an Unforeseen Circumstance, TWU may submit a request to the City detailing circumstances, the necessity of the Rate Adjustment, the increase sought, and the period of time such Rate Adjustment is to be in effect. Upon adequate showing as determined by the City Council, the City's approval of such a request will not be unreasonably withheld, and any request for a Rate Adjustment shall be deemed approved unless the City rejects the request in writing within forty-five (45) days of receipt.
 - b. For purposes of this Settlement Agreement, Unforeseen Circumstances shall include, without limitation: (1) an act of Nature (such as, but not limited to, fires, explosions, and floods); (2) war, hostilities, and acts or threats of terrorism; (3) a change in State or Federal policies, laws or regulations that significantly affect TWU's cost of service (such as, but not limited to changes in policies, laws or regulations that require TWU to make significant capital investments or modifications to applicable utility systems); (4) changes in fees imposed by any non-affiliated third-party water supplier or underground water district having jurisdiction over the Utility, consistent with the purchased water and/or district fee pass-through clause in TWU's tariff on file with the Public Utility Commission of Texas.
 - c. If the City and TWU cannot agree on whether a particular event is "unforeseen," the dispute will be submitted for binding arbitration to an arbitrator mutually agreed to by the parties. Both parties will equally share the cost of the arbitrator. In choosing an arbiter, former SOAH judges should be considered and the cost charged should be a factor as well.
4. The term of the Rate Stabilization contained in 2 above will be ten (10) years from January 1, 2022. The first increase under the Rate Stabilization will occur immediately upon execution of this agreement or on the date of the first meter read thereafter, at TWU's discretion, and annual increases thereafter will occur on January 1. The last increase under the Rate Stabilization will occur on January 1, 2031. The Rate Stabilization will automatically renew at successive five (5) year intervals after the completion of the initial ten (10) year term absent written notice from either party.
5. The Rate Stabilization terminates upon any of the following:
 - a. The City initiates condemnation proceedings to acquire property, facilities, or equipment of TWU;
 - b. The City seeks to or participates in efforts to change the laws of the State of Texas related to acquisition of utility assets and their associated Certificate of Convenience and Necessity ("CCN"); or
 - c. By mutual consent of the City and TWU.
6. In the event the Rate Stabilization is terminated as provided in 5 above, TWU's then current Public Utility Commission approved rates being charged TWU's customers in the environs will be charged to TWU's customers inside the City.
7. TWU will continue to make prudent and necessary Capital Improvements as determined by TWU to the water system serving residents of the City. TWU and the City will meet annually to discuss and update a five-year Capital Improvements Program.

8. TWU will provide the City with maps of the distribution system located within the City's incorporated limits and its ETJ.
9. This agreement does not waive any obligations or duties imposed on TWU emanating from existing ordinances, regulations, state law, public right-of-way agreements, and franchise agreements.
10. Fees and charges in Section 1.02 shown on Attachment A will remain in force and effect for the term of this Rate Stabilization Agreement to all customers of TWU receiving water service within the City.
11. TWU will continue to provide a conservation rebate program similar to that of the City of Kyle.
12. TWU shall provide actual monthly meter readings obtained by TWU for each customer within its water service area that receives wastewater service from the City of Kyle. This required information shall be provided by TWU to the City, in MS Excel, in a form consistent with the attached Exhibit A, no later than the fifteenth (15th) of the month following the month in which the water utility bills are sent to TWU's customers. The Parties shall cooperate to identify the customers located within the Overlapping Service Area and update the information from time to time.
13. Meter readings provided by TWU pursuant to Section 12 above, will be provided to Kyle's Utility Billing Department at utilities@cityofkyle.com.

TWU and the City have executed this Rate Stabilization Agreement and hereby agree that the effective date of this Settlement Agreement will be this _____ day of _____, 2022.

TEXAS WATER UTILITIES, L.P.

BY: _____

NAME: _____

TITLE: _____

CITY OF KYLE, TEXAS

BY: _____

NAME: _____

TITLE: _____

LETTER AGREEMENT
BETWEEN THE CITY OF KYLE
AND
TEXAS WATER UTILITIES, L.P.

Whereas, Monarch Utilities, L.P. (Monarch) and the City of Kyle (Kyle) entered into a rate stabilization agreement regarding the price of water utility services that Monarch will charge City of Kyle residents;

Whereas, the legal name of Monarch has been changed with the Texas Secretary of State to Texas Water Utilities, L.P. (TWU);

Whereas, TWU and the City (collectively “Parties”) decided to expand the agreement to include terms that extended beyond the rate charged for water services; and

Whereas, the parties desire to enter into an agreement regarding the consistency of such water services and the beautification of the City of Kyle.

Section 1. Purpose.

The purpose of this agreement is to expand the relationship between the City of Kyle and TWU by protecting the consistency of water services from power outages, by collectively enhancing the aesthetics of the City of Kyle through the beautification of the water tower and creek and trailways.

Section 2. Agreements.

In consideration of the City entering into the rate stabilization agreement and other consideration, the sufficiency and receipt of which is hereby acknowledged, by and through this letter agreement, TWU agrees to provide the following goods and services:

2.01. Water Tank. No later than December 2023, TWU will paint the tank of the water tower located at 1001 Maplewood South, Kyle, TX 78640 in a manner and color mutually agreed to by the parties. Prior to conducting any painting, TWU will present a proposed design to the City. TWU will not proceed with painting the tank until written approval of a design has been provided by the City. TWU will be responsible for maintaining the paint on the tower so that it does not appear chipped, faded, or otherwise damaged.

2.02. Emergency Generators. Obtain, install, and maintain in operational condition, emergency generators at appropriate locations to ensure no power based water disruptions for City of Kyle citizens receiving water from TWU. No later than December 31, 2022, TWU will confirm in writing to the City of Kyle that it has obtained and installed the generators as well as the sufficiency of such generators to meet the anticipated power supply needs.

2.03. Creek and Trail Maintenance. TWU will clean and maintain the creek space marked on Exhibit A to this letter agreement. It is anticipated by the parties that the space will be utilized as a trail and merged with the City of Kyle's city-wide trail system the Vybe. Once completed, TWU agrees to adopt the section of trail overlapping the area marked on Exhibit A to include ongoing trail cleaning and maintenance. At that time, TWU may request that the City install a sign indicating that the section of trail has been adopted by TWU.

Section 3. Effective date and Termination.

This agreement becomes effective at the time of signing by both parties and will extend for the duration of the time that TWU provides water services to citizens of the City of Kyle.

Section 4. Breach. Notice. Mediation. Governing Law.

4.01 Breach. Notwithstanding anything herein to the contrary, no party shall be deemed to be in breach of this agreement until the passage of thirty (30) business days after receipt by such party of notice of breach from the other party. Upon the passage of thirty (30) working days without cure of the breach, such party shall be deemed to be in breach for purposes of this Agreement.

4.02 Damages.

4.02.01 Limitation on Damages. Except as otherwise provided here, the parties agree that damages caused by breach of this contract will be limited to the actual cost of obtaining replacement services including assessment and painting of the water tower and trail or creek clearing, repair, and monthly maintenance.

4.02.02 Access. The parties acknowledge that the water tower is clearly visible by people within and passing through the City of Kyle and therefore impacts the aesthetics and reputation of the City of Kyle. Starting Sixty (60) days after notice of breach of this agreement provided by the City to TWU regarding the condition of the water tower described in section 2.01, TWU will grant the City of Kyle permission to enter the property to have a professional painter make any necessary changes to blemishes or damaged portions to return the paint on the tank to the condition and design approved by the parties.

4.02.03 Generators. Unless TWU obtains a written extension from the City, in the event that TWU fails to provide the written confirmation required in Section 2.02 herein by December 31, 2022, the City of Kyle will invoice TWU one thousand dollars (\$1,000) per month until the generators are purchased and installed and the written confirmation is received.

4.03 Good Faith. Mediation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. In the event of a claim of dispute, the parties agree to submit themselves to non-binding mediation with each party paying half the cost of such mediation.

4.03 Governing Law. Venue. Non-Waiver. The parties hereby agree that this agreement is entered into and performed in the State of Texas and that proper venue for any related litigation is in Hays County, Texas. 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.

4.04 Notice. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

CITY: **City of Kyle**
100 W. Center Street
Kyle, Texas 78640
Attention: City Manager
Telephone:
Facsimile:
Email: .

TWU: **Texas Water Utilities, L.P.**

Attn: Tim Williford, Vice President, Operations
Telephone: 512-219-2294
Email: TWilliford@swwc.com

TWU and the City have executed this Agreement and hereby agree that the effective date of this Settlement Agreement will be this _____ day of _____, 2022.

TEXAS WATER UTILITIES, L.P.

CITY OF KYLE, TEXAS

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____



CITY OF KYLE, TEXAS

Water Service Suspension Agreement Texas Water Utilities

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: [Postponed 4/19/2022] Consider approval of an agreement between Texas Water Utilities and the City of Kyle regarding conditions for the suspension of water services. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

📎 2022-03-04 Monarch Suspension of Water Services Agreement DRAFT

**AGREEMENT BETWEEN MONARCH UTILITIES I L.P.
AND THE CITY OF KYLE, TEXAS REGARDING CONDITIONS
FOR THE SUSPENSION OF WATER SERVICES**

This Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, 2022, by and between Monarch Utilities I L.P., a water utility that provides services to certain residents of the City of Kyle (“**Monarch**”) and the City of Kyle, a Texas home-rule municipality located in Hays County, Texas (the “**City**”). In this Agreement, the City and Monarch are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**.”

RECITALS

WHEREAS, Monarch provides water services to utility customers of the City;

WHEREAS, the City provides wastewater services to certain utility customers that also receive Monarch water services;

WHEREAS, the use of water services necessitates the use of wastewater services; and

WHEREAS, wastewater services cannot be discontinued to utility customers that fail to pay for their wastewater services if those utility customers are actively receiving water services from Monarch;

NOW THEREFORE, the Parties herein desire to enter into an agreement to suspend water services to utility customers who fail to pay for wastewater services that they are necessarily utilizing concurrently with their water services.

**I.
PURPOSE AND DEFINITIONS**

1.01 Purpose. The purpose of this Agreement is to recognize the mutually dependent relationship between water and wastewater services by suspending water services for any customer that Defaults on payment for their City-provided wastewater services.

1.02 Definitions.

- (a) “Default” when used herein means a customer that has accrued three months of unpaid wastewater bills without entering into an agreed payment plan with the City.
- (b) “Defaulting Customer” when used herein means any customer within the Overlapping Service Area that is in Default in their payment for wastewater services, and who has been given proper notice in writing by the City of their Default status.
- (c) “Default Curation Notice” when used herein means a notice provided by the

City to Monarch containing the name and address of any Defaulting Customer that has taken steps necessary to stop being in Default, the property that was the subject of the Default, and the date the customer stopped being in Default.

- (d) “Overlapping Service Area” or “OSA” when used herein means any area wherein Monarch and the City are providing their respective water and wastewater services to the same address.
- (e) “Water Suspension Notice” when used herein means a notice provided by the City to Monarch containing the name, address, and account number of any Defaulting Customer, the property that is the subject of the default, the date such Defaulting Customer entered into Default, and the date the City requests Monarch to suspended water services to the customer.

II. PARTY OBLIGATIONS

2.01. City of Kyle Obligations. The City agrees to:

- (a) notify customers in the OSA that entering Default with wastewater bills will also result in a shut off of water services;
- (b) provide proper written notice to a Defaulting Customer that water services will be suspended unless or until the customer is no longer in Default with the City’s wastewater services;
- (c) promptly provide to Monarch the Water Suspension Notice along with a copy of the applicable written turn off notice provided by the City to the Defaulting Customer;
- (d) provide Default Curation Notice to Monarch as soon as possible of a Defaulting Customer curing the Default;
- (e) on a monthly basis, reimburse Monarch a fee of \$50 per disconnection requested; and
- (f) confirm, when asked by a Monarch employee in their official capacity, the status of any Defaulting Customer, the address of any defaulting property, and the date the customer entered and/or cured Default.

2.02. Monarch Obligations. Monarch agrees to:

- (a) suspend water services to Defaulting Customers upon receiving the Water Suspension Notice provided to Monarch by the City pursuant to 2.01(c);
- (b) notify the City of the applicable suspension in 2.02(a); and

- (c) using commercially reasonable efforts, resume water services promptly after receiving the Default Curation Notice, and confirming the Defaulting Customer is not in default of its water bill, consistent with 16 Texas Administrative Code § 24.167(e)(1)(B). Monarch agrees to resume water services by the end of the following business day for Default Curation Notices received by 2 pm.

2.03. Limitations on Disclosure of Information. The information listed above in Section 2.01 and 2.02 is the only customer information either Party agrees to share with the other. Additionally, the Parties will not request or provide any information regarding customers that have not been the subject of a Water Suspension Notice.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

- (a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach.
- (b) The Parties agree that they will negotiate in good faith to resolve any disputes and shall engage in non-binding mediation prior to the initiation of any litigation arising from this Agreement.

IV. PROVISIONS

4.01 Term. This Agreement shall commence upon execution of this Agreement and shall remain in effect for five years. This agreement will automatically renew at the end of the term unless either party terminates the contract in writing. Any party may terminate this Agreement by providing thirty (30) days written notice of intent to terminate.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.04 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

4.05 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.06 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

4.07 Notices.

- (a) Applicable notices required by Sections 2.01 and 2.02, above, will be provided at the following electronic mail addresses, or any updated address that has been updated in writing by and through certified mail or fax as indicated in 4.07(b), below.
- (b) All other notices provided for herein, will be provided by and through certified mail or fax as indicated below:

CITY: **City of Kyle**
100 W. Center Street
Kyle, Texas 78640
Attention: City Manager
Telephone:
Facsimile:
Email: .

MONARCH: **Monarch Utilities I L.P.**

Attention:
Telephone:
Facsimile:

4.08 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.09 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.10 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

MONARCH UTILITIES I L.P.
by and through Texas Water Services Group, LLC
its General Partner

By: _____

Date: _____

ATTEST:

By: _____

[Name to be filled in]

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of Texas Water Services Group, LLC, on behalf of said company.

Notary Public, State of Texas

CITY OF KYLE, TEXAS

By: _____

Date: _____

ATTEST:

By: _____

_____, _____ City Secretary

THE STATE OF TEXAS §

§

COUNTY OF HAYS §

§

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by _____, Mayor of the City of Kyle, a Texas home-rule city, on behalf of said city.

Notary Public, State of Texas



CITY OF KYLE, TEXAS

Pool Staffing Plan

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

Subject/Recommendation: Discussion and possible action regarding Pool Staffing Plan. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information: The City Council has directed staff to return with a plan on how we can open the James Adkins Pool more days for public swim. Staff recommendations include increasing the hiring bonus, city staff referral incentives, and opportunities for city staff to accrue overtime for working at the pool based off the hourly lifeguard rate.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Pool Proposal



2022 James Adkins Pool

Possible hours of operation beginning July 6, 2022

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8:00 AM			In-Service				
8:30-AM			In-Service				
9:00AM			In-Service				
9:30 AM		Kyle camp	Kyle camp	Kyle camp	Kyle camp		
10:00AM		Kyle camp	Kyle camp	Kyle camp	Kyle camp	Private Rental	Private Rental
10:30AM		Kyle camp	Kyle camp	Kyle camp	Kyle camp	Private Rental	Private Rental
11:00AM	Open swim	Kyle camp/Open Swim	Kyle camp	Kyle camp/Open Swim	Kyle camp/Open Swim	Private Rental	Private Rental
11:30AM	Open swim	Kyle camp/Open Swim	Kyle camp	Kyle camp/Open Swim	Kyle camp/Open Swim	Private Rental	Private Rental
12:00PM	Open swim	Kyle camp/Open Swim	Kyle camp	Kyle camp/Open Swim	Kyle camp/Open Swim	Private Rental	Private Rental
12:30PM	Open swim	Open swim	Kyle camp	Kyle camp/Open Swim	Kyle camp/Open Swim	Private Rental	Private Rental
1:00PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
1:30PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
2:00PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
2:30PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
3:00PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
3:30PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
4:00PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
4:30PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
5:00 PM	Open swim	Open swim		Open swim	Open swim	Open swim	Open swim
5:30PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
6:00PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
6:30PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
7:00PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
7:30 PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
8:00PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
8:30PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
9:00PM	Swim Team	Swim Team		Swim Team	Open swim	Open swim	Open swim
9:30 PM							
10:00PM							
10:30PM					Private Rental	Private Rental	Private Rental
11:00PM					Private Rental	Private Rental	Private Rental
11:30PM					Private Rental	Private Rental	Private Rental
12:00AM					Private Rental	Private Rental	Private Rental



**City of Kyle
Parks and Recreation Department
James Adkins Pool**

Hiring Brainstorm

The parks and recreation staff along with Human Resources had a meeting to discuss possibilities for hiring. The list below are ideas have been discussed.

- Raising the hour rate (20/LG, 22/Head LG, 24/Pool Manager)
- Using excising resources
 - Allowing for current City of Kyle Employees the opportunity receive overtime based on the \$20 hourly rate for lifeguards)
 - Example of cost is attached
- Recruitment Incentives
 - \$250 referral program
 - If applicant is hired and completes the season the staff member would receive \$250 to their check.
- Hiring full-time
 - 2-Recreation Leaders
 - 2-Recreation Specialist
 - The intent is to have the staff members assist with year around aquatic maintenance, athletics, events, and programs)
- Increasing the budget to provide bi -weekly meals for seasonal employees (camp & pool)
- Marketing: Increase promo for hiring and allowing for representation for all age ranges



City of Kyle
Parks and Recreation Department
James Adkins Pool

Cost Breakdown

Aquatic /Camp	Cost	
Referral Program: \$250 X 30 referrals	\$7,500	
Meal Program: \$15 per meal biweekly (\$30 week X12 weeks X30 staff)	\$10,800	
Staff weekly snacks: \$100 allotted per week X12 weeks	\$1,200	
2 Recreation Leader (salary per person) Full-time	\$27,040 - \$37,440	Will also allow the opportunity for college students to conduct their internship with the Kyle Parks and Recreation Department
2 Recreation Specialist (salary per person) Full-Time	\$ 33,280 - \$ 41,600	Will also allow the opportunity for college students to conduct their internship with the Kyle Parks and Recreation Department
2 Recreation Leader (salary per person) Part-Time	\$16,900- \$23,400	Will also allow the opportunity for college students to conduct their internship with the Kyle Parks and Recreation Department
2 Recreation Specialist (salary per person) Part-Time	\$20,800 - \$26,000	Will also allow the opportunity for college students to conduct their internship with the Kyle Parks and Recreation Department



**City of Kyle
Parks and Recreation Department
James Adkins Pool**

Using Existing Resources

Allowing the opportunity for eligible City Employees to receive overtime based on the based on rate of as a lifeguard (\$20/Hour)(time and a half \$30).

If approved, 6-week season remaining

Hourly breakdown

5 hours a week at \$6,000

10 hours a week at \$12,000

15 hours a week at \$18,000

COK Employee	Hours	Pay
Employee 1	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee 2	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee 3	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee 4	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee 5	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee 6	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee 7	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee 8	5-15 hours (2-3 days a week 3-5 hours)	\$150/\$300/\$450
Employee Total	40-120 overall weekly hours	\$1200/\$2400/\$3600



CITY OF KYLE, TEXAS

Community Garden

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Update from the City regarding the community garden. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Vybe Trail (Option 2) PSC

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action to approve the addition of the Vybe Trail (Option 2) at Public Safety Center in an amount not to exceed \$340,000.00. ~ *David Harding, AG|CM*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

▣ KPS_12' Sidewalk OP2





CITY OF KYLE, TEXAS

Public Improvement District Deposit Agreement

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

Subject/Recommendation: Consider and possible action on a Public Improvement District Deposit Agreement by and between the City of Kyle, Texas and Hillside Terrace Development, LLC (Porter Country). ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

☐ Deposit Agreement

**CITY OF KYLE, TEXAS DEPOSIT AGREEMENT
PROPOSED PUBLIC IMPROVEMENT DISTRICT
Porter Country Public Improvement District – PID Consultants**

THIS DEPOSIT AGREEMENT (this “**Agreement**”) is made and entered into as of July 5, 2022 by and between the **CITY OF KYLE, TEXAS** (the “**City**”) and **HILLSIDE TERRACE DEVELOPMENT, LLC**, a Texas limited liability company (including its designated successors and assigns, the “**Owner**”).

WHEREAS, the Owner has requested that the City conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372, as amended to form the Porter Country Public Improvement District (the “**District**”), to enter into a PID Financing Agreement, to levy special assessments on property within the District, and to issue one or more series of bonds (the “**Bonds**”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner is developing approximately 259 acres of real property that would be included within the boundaries of the proposed District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the “**City Manager**”) to pay reasonable and necessary costs and expenses associated with retaining the Consultants (herein defined) to assist the City with assessing the feasibility and desirability of (i) entering into a PID Financing Agreement, (ii) forming the District, (iii) levying special assessments within the District, and (iv) issuing Bonds (the “**PID Feasibility Matters**”) such advances being subject to reimbursement or credit upon the approval of the Texas Attorney General and City Council and a successful issuance of the Bonds, or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Owner shall advance \$50,000.00 (the “**Moneys**”) to the City Manager as provided in Section 3 hereof, which Moneys shall be used by the City exclusively to pay reasonable and necessary costs incurred by the Consultants (hereinafter defined) for the PID Feasibility Matters. If the Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters. The City will notify the Owner if the costs incurred by the Consultants (hereinafter defined) for the PID Feasibility Matters exceed or are expected to exceed \$50,000.00. Upon notification by the City of the costs incurred by the Consultants (hereinafter defined) for the PID Feasibility Matters exceeding \$50,000.00, City and Owner agree to modify this Agreement to increase the amount of Moneys advanced (the “**Additional Moneys**”). If the Additional Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters until the Additional Moneys have been advanced.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has retained the Knight Law Firm LLP as City attorneys and P3Works, LLC as PID consultant. The City may engage additional consultants, including but not limited to bond counsel, appraisers, market study consultants, and other attorneys

(collectively, “**Consultants**”). The Consultants will assist the City with assessing the feasibility and desirability of the PID Feasibility Matters. The Consultants will be responsible for, and will act as consultants to, the City in connection with the PID Feasibility Matters. The City Manager will use the Moneys to reimburse reasonable and necessary costs and expenses incurred by the Consultants that are associated with or incidental to the PID Feasibility Matters (collectively, “**Project Costs**”). The scope of work and terms and conditions of the agreement for the Consultants are, or will be, set forth in agreements on file in the City Secretary’s office. The City Manager may also use the Moneys for other direct City expenses relating to creation of the District, such as statutorily required public notices. The City’s Director of Finance shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City’s Director of Finance’s office. Upon the Owner’s request, the City agrees to provide the Owner with copies of all invoices for PID Feasibility Matters that have been paid since the last request. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. DEPOSITS. The Owner shall deposit with the City the amount of \$50,000.00 within five (5) business days after this Agreement is executed and delivered by the City. Whenever the Moneys in the account reaches a balance below \$5,000.00, the Owner shall deposit Additional Moneys in the amount of an additional \$10,000.00 within ten (10) business days of notification by the City’s Director of Finance. The City’s Director of Finance shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the City’s Director of Finance. All interest or other amounts earned on Moneys or Additional Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If proceedings for approval of the formation of the District are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the City’s Director of Finance shall transfer to the Owner all Moneys and Additional Moneys, then on deposit in the account established and maintained pursuant to Section 3, exclusive of Moneys or Additional Moneys necessary to pay or reimburse Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the Bonds and approval of the Bonds by the Texas Attorney General and the City Council:

- A. The Owner may direct the City to reimburse the Owner for the Moneys and Additional Moneys previously advanced by the Owner from the proceeds of the Bonds, provided that the amount of the Moneys are included in the calculation of the Bonds;
- B. The Owner may direct the City to return unexpended Moneys and Additional Moneys to Owner; or
- C. The Owner may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute or approve any agreements, create the District, or proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City’s sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this _____ of July, 2022

CITY OF KYLE, TEXAS,
a home rule municipal corporation

Travis Michell, Mayor

ATTEST:

Jennifer Holm, City Secretary
City of Kyle, Texas

[CITY SEAL]

AGREED TO and ACCEPTED this _____ of July, 2022

HILLSIDE TERRACE DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____



CITY OF KYLE, TEXAS

Creation of the Porter Country Public Improvement District

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

Subject/Recommendation: Public Hearing on the creation of the Porter Country Public Improvement District. ~
Amber Lewis, Assistant City Manager

- Public Hearing

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Porter Country Resolution

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action to approve a Resolution of the City Council Authorizing and Creating the Porter Country Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date. ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

☐ Porter Country Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE,
TEXAS AUTHORIZING AND CREATING THE PORTER COUNTRY
PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF KYLE,
TEXAS IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS
LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS
INCIDENT AND RELATED THERETO; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Kyle, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on April 12, 2022, Hillside Terrace Development LLC, a Texas limited liability company and Rio Oso Holdings, LLC, a Texas limited liability company (the “Petitioners”), submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Act a “Petition to Establish Porter Country Public Improvement District” (the “Petition”) requesting the establishment of a public improvement district covering approximately 259.02 acres described in the Petition, and is more particularly described by metes and bounds in Exhibit “A” and depicted in Exhibit “B” (the “Property”) each attached hereto and incorporated herein for all purposes, to be known as the Porter Country Public Improvement District (the “District”); and

WHEREAS, Petitioners represent they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City. It is further asserted that Petitioners include the intended successors in interest to certain owners of taxable real property within the area proposed for the District and who will be responsible for the assessments against the property within the District; and

WHEREAS, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, Petitioners estimate the cost of the proposed public improvements is \$60,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

WHEREAS, the City Council of Kyle, Texas (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements and services on July 5, 2022; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council.

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

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements (as defined below) described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the Proposed Improvements. The general nature of the proposed improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, and which shall promote the interest of the City and confer a special benefit upon the Property, may include, without limitation, acquisition (by purchase or otherwise, of real property or contract rights in connection with each improvement), construction and improvement of: water and wastewater facilities; cost shares in offsite water and wastewater improvements; stormwater facilities, including drainage improvements which expel stormwater runoff from the Property; pond facilities, including landscaping, irrigation, and fencing related thereto; drainage facilities; road/street facilities, including associated right-of-way; park improvements, including playscapes, dog park improvements, and associated structures; entry monumentation and landscaping; common area landscaping, irrigation (including meters), and lighting, including design thereof; trails; open space improvements; screening walls; and other common area improvements; as well as payment of expenses incurred in the establishment, administration and operation of the District and the costs of issuance, reserve funds or credit enhancement of any bonds issued by or on behalf of the District, if necessary (collectively, the “Authorized Improvements”). The Authorized Improvements shall

promote the interests of the City and confer a special benefit upon the Property within the District.

- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$60,000,000.00 (including bond issuance and other financing costs). The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District.
- (d) District Boundaries. The District is proposed to include approximately 259.02 acres of land generally located west of FM 2001 and south of County Road 113 and within the corporate limits of the City, as more particularly described in Exhibit "A" attached hereto, and as depicted in Exhibit "B" attached hereto.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.
- (f) Proposed Apportionment of Cost between the District and the City. Authorization and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. No City property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments levied on the property within the District and from other funds available to the District.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) Advisory Body. The District shall be managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 4. The Porter Country Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution, which authorization shall take effect on the date of adoption of this Resolution. The District shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 3 of this Resolution. The Authorized Improvements described in the Petition and Section 3 of this Resolution are authorized to

be made in accordance with the service and assessment plan for the Porter Country Public Improvement District to be approved by City Council at a future meeting.

SECTION 5. The District can be terminated as provided by law or as provided in that certain Agreement Regarding the Dissolution of the Porter Country Public Improvement District dated July 5, 2022 (the “Dissolution Agreement”). Subject to the last sentence of this Section 5, the power of the City to continue to levy and collect assessments within the District pursuant to the Act will cease and the District will be dissolved following the date that a petition requesting dissolution is filed with the City Secretary of the City of Kyle and the petition contains signatures of at least the number of property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the City Council as described in Section 372.011 of the Act, and as provided in the Dissolution Agreement. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness for the Authorized Improvements.

SECTION 6. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of the Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. The City Secretary is directed to give notice of the authorization for the establishment of the District by recording this Resolution in the Official Public Records of Hays County, Texas on or before the seventh day after the passage of this Resolution.

SECTION 8. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council of Kyle, Texas, at a regular meeting on the 5th day of July, 2022, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary
City of Kyle, Texas

[CITY SEAL]

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

A 259.02 acres (11,282,708 square feet), tract of land, lying within the Jessie B. Eaves Survey, Abstract 166 and the W.A. Moore Survey, Abstract 331, Hays County, Texas, and being all of a called 163.935 acre tract, conveyed to Hillside Terrace Development, LLC in Document No. 21020969, Official Public Records of Hays County, Texas, all of a called 82.951 acre tract, conveyed to RIO OSO Holdings LLC in Document No. 18028156, Official Public Records of Hays County, Texas and a portion of called 35.04 acre tract, conveyed to GJG Development II LLC in Document No. 19024067, Official Public Records of Hays County, Texas, described as follows:

BEGINNING at a 5/8" iron rod with aluminum "PRO TECH ENG" cap found at the southeastern corner of said 163.935 acre tract, the northeastern corner of a called 2.80 acre tract, conveyed to James Mikeska & Traci Horne-Mikeska in Volume 1738, Page 731, Official Public Records of Hays County, Texas, and being on the western right-of-way line of F.M. 2001 (right-of-way varies), for the southeastern corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the southern line of said 163.935 acre tract and the northern line of said 2.80 acre tract, S88°25'07"W, a distance of 858.81 feet to a 1/2" iron pipe found, for the northwestern corner of said 2.80 acre tract and the northeastern corner of Windy Hill Subdivision 24 AC, a subdivision, recorded in Document No. 17040372, Official Public Records of Hays County, Texas;

THENCE, with the southern line of said 163.935 acre tract and the northern line of said Windy Hill Subdivision 24 AC, S88°22'00"W, a distance of 1223.10 feet to a 3/4" iron pipe found, for the northwestern corner of said Windy Hill Subdivision 24 AC and the northeastern corner of Shadow Creek Phase 3, Section 4, a subdivision, recorded in Volume 13, Page 336, Plat Records Hays County, Texas;

THENCE, with the southern line of said 163.935 acre tract, the northern line of said Shadow Creek Phase 3, Section 4 and the north line of Shadow Creek Phase 9, Section 2, a subdivision, recorded in Document No. 17029868, Plat Records Hays County, Texas, S88°25'56"W, a distance of 1993.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;

THENCE, with the southern line of said 163.935 acre tract and the northern line of said Shadow Creek Phase 9, Section 2, the following three (3) courses and distances;

1. S88°24'30"W, a distance of 445.39 feet to a 6" wood fence post found;
2. S89°20'38"W, a distance of 873.39 feet to a 1/2" iron rod found;
3. S87°32'32"W, a distance of 556.41 feet to a pk nail in concrete found;

THENCE, with the southern line of said 163.935 acre tract, the northern line of said Shadow Creek Phase 9, Section 2, the northern line of Shadow Creek Phase 12, Section 1, a subdivision, recorded in Volume 19, Page 60, Plat Records Hays County, Texas and the northern line of a called 49.465 acre tract, conveyed to John Galloway Sr. & John Galloway Jr. in Volume 496, Page 791, Official Public Records of Hays County, Texas, S87°20'19"W, a distance of 442.82 feet to a 4" steel post found, for the southwestern corner of said 163.935 acre tract and the southeastern corner of a the remainder of a called 10.009 acre tract, conveyed to Mayra Garcia and Matias Garcia in Volume 3572, Page 398, Official Public Records of Hays County, Texas, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 163.935 acre tract, the eastern line of said remainder of a called 10.009 acre tract, the eastern line of a called 10.01 acre tract, conveyed to Apostolic Christian Tabernacle of Austin in Volume 3333, Page 674, Official Public Records of Hays County, Texas, and the eastern line of a called 36.02 acre tract, conveyed to Salvador Villegas in Volume 3252, Page 665, Official Public Records of Hays County, Texas, N01°49'27"W, a distance of 1483.67 feet to a 4" steel post found, for an ell corner of said 163.935 acre tract, the northeastern corner of said 36.02 acre tract and being on the southern line of a called 68.96 acre tract, conveyed to TFLP Investments Limited Partnership in Volume 3118, Page 335, Official Public Records of Hays County, Texas;

THENCE, with a northern line of said 163.935 acre tract and the southern line of said 68.96 acre tract, N88°22'22"E, a distance of 1502.07 feet to a 1/2" iron rod found for an ell corner of said 163.935 acre tract and the southeastern corner of said 68.96 acre tract;

THENCE, with a western line of said 163.935 acre tract and the eastern line of said 68.96 acre tract, N02°00'11"W, a distance of 1007.83 feet to a 1/2" iron rod with plastic cap found for the northeastern corner of said 68.96 acre tract and the southeastern corner of Country Ridge Subdivision, a subdivision recorded in Volume 3, Page 274 Plat Records of Hays County, Texas;

THENCE, with a western line of said 163.935 acre tract and the eastern line of said Country Ridge Subdivision, N01°37'27"W, a distance of 1945.78 feet to a 1/2" iron rod found for the northeastern corner of said Country Ridge Subdivision and being on the southern right-of-way line of Hillside Terrace (right-of-way varies);

THENCE, with a western line of said 163.935 acre tract and the southern right-of-way line of Hillside Terrace, N01°37'27"W, a distance of 14.88 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 163.935 acre tract and of the herein described tract;

THENCE, with a northern line of said 163.935 acre tract and the southern right-of-way line of Hillside Terrace, N88°01'45"E, a distance of 1410.61 feet to a 1/2" iron rod found for the northeastern corner of said 163.935 acre tract, the northwest corner of a 8.00 acre tract, conveyed to Nancy H. Johnson and described in a called 8.00 acre tract to Chase Baromeo Jr. and Barbara A. Castleberry in Volume 881, Page 259 Deed Records of Hays County, Texas and for the northeastern corner of the herein described tract;

THENCE, with an eastern line of said 163.935 acre tract and the western line of said 8.00 acre tract, S04°59'16"E, a distance of 685.20 feet to a point for an ell corner of said 163.935 acre tract, the southwest corner of a said 8.00 acre tract, and being on the northern line of a called 36.341 acre conveyed to Todd Burek in Document No. 19009802, Official Public Records of Hays County, Texas, from which a 1/2" iron rod found bears N01°15'44"E, a distance of 2.07 feet;

THENCE, over and across said 36.341 acre tract and said 35.04 acre tract, the following eight (8) courses and distances:

1. S 01° 57' 33" E, a distance of 43.81 feet to a 1/2" iron rod with unreadable cap found;
2. S 20° 51' 38" W, a distance of 126.91 feet to a 1/2" iron rod found;
3. S 25° 03' 48" W, a distance of 279.88 feet to a 1/2" iron rod found;
4. S 17° 00' 26" W, a distance of 49.76 feet to a 1/2" iron rod with J.E. Garron cap found;
5. S 06° 28' 28" W, a distance of 77.28 feet to a 1/2" iron rod found;
6. S 01° 01' 23" E, a distance of 800.38 feet to a 1/2" iron rod with J.E. Garron cap found;
7. S 88° 38' 46" W, a distance of 9.99 feet to a 1/2" iron rod with J.E. Garron cap found;
8. S 00° 58' 08" E, a distance of 129.20 feet to a 1/2" iron rod with J.E. Garron cap found on a northern line of said 163.935 acre tract and also being a southern line of said 35.04 acre tract;

THENCE, with a northern line of said 163.935 acre tract and also being the southern line of said 35.04 acre tract, N88°55'55" E, a distance of 73.88 feet to a PK nail with washer stamped "PROTECH" found for an ell corner of said 163.935 acre tract and the northwestern corner of the remainder of a called 91.92 acre tract, conveyed to Tony Greaves and Carol C. Greaves in Volume 1167, Page 445, Official Public Records of Hays County, Texas;

THENCE, with a eastern line of said 163.935 acre tract and also being the western line of said 91.92 acre tract, S10°01'04"W, a distance of 1388.58 feet to a 1/2" iron rod with broken cap found for the northwestern corner of said 82.951 acre tract and also being the southwestern corner of the remainder of said 91.92 acre tract;

THENCE, with the northern line of said 82.951 acre tract, the southern line of said remainder of 91.92 acre tract and also the southern boundary line of the remainder of a called 45.13 acre tract and of the remainder of a called 60.58 acre tract both conveyed to Tony Greaves and Carol C. Greaves in Volume 1167, Page 445, Official Public Records of Hays County, Texas, N88°27'53"E, a distance of 3878.65 feet to a 1/2" iron rod with a 4540 cap found for the northeastern corner of said 82.951 acre tract, the southeastern corner of said remainder of the 60.58 acre tract and also being on the western right-of-way line of F.M. 2001;

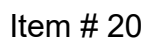
THENCE, with the eastern line of said 82.951 acre tract and also being the western right-of-way line of F.M. 2001, the following two (2) courses and distances:

1. S01°20'27"E, a distance of 856.10 feet to a concrete monument found on the arc of a curve to the left;
2. Along the arc of said curve to the left, a distance of 54.09 feet, having a radius of 756.20 feet, a delta angle of 4°05'54" and a chord bearing of S03°29'29"E, a distance of 54.08 feet to a 5/8" iron rod with aluminum "PRO TECH ENG" cap found on the arc of a curve to the left, for the southeastern corner of said 82.951 acre tract and the northern southeastern corner of said 163.935 acre tract;

THENCE, with the eastern line of said 163.935 acre tract and the western right-of-way line of F.M. 2001, along the arc of said curve to the left, a distance of 37.01 feet, having a radius of 756.20 feet, a delta angle of 2°48'14" and a chord bearing of S06°20'21"E, a distance of 37.00 feet to the POINT OF BEGINNING.

Containing 259.02 acres or 11,282,708 square feet, more or less.

k:\203000091\dwg\survey\alta\shadow creek body est.dwg Savedate:11/23/2021 1:29 PM Plotdate:11/23/2021 2:06 PM





CITY OF KYLE, TEXAS

Porter Country PID Dissolution

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action to approve an agreement regarding the Dissolution of a Public Improvement District (Porter Country Development) ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Porter Country Dissolution Agreement

**Agreement Regarding the Dissolution of
the Porter Country Public Improvement District**

This Agreement Regarding the Dissolution of the Porter Country Public Improvement District (the “Agreement”) is entered into on this _____ day of July 2022 by Hillside Terrace Development, LLC, a Texas limited liability company (the “Developer”) and the City of Kyle, a Texas home rule municipality (the “City”), hereinafter sometimes referred to collectively as the “Parties.”

Whereas, the Developer requested the City establish the Porter Country Public Improvement District (the “District”) in that certain Petition to Establish Porter Country Public Improvement District, including any subsequent amendments (the “Petition”); and

Whereas, on the same date that the parties entered into this Agreement, the City approved the formation of the District over the Property described in **Exhibit A**, attached hereto and incorporated herein for all purposes, by Resolution No. _____, as it may be amended from time to time (the “Resolution”); and

Whereas, the Developer has requested the City to issue bonds to assist with the financing of certain public improvements identified in the Resolution (the “PID Bonds”); and

Whereas, the Parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein;

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the first issuance of PID Bonds or a levy of special assessments does not occur by July 5, 2025 (the “Authorization”). The Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement and will cooperate with the City to cause the District to be dissolved.
3. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
4. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Developer shall cause any person or entity to whom Developer transfers the Property or any portion thereof (the “Subsequent Owner”) to execute a document containing language

substantially similar to that set forth in paragraph 2 granting the City the authorization to dissolve the District as provided in paragraph 2. Developer shall provide the City with a copy of said document within three (3) business days of signing.

5. This Agreement may be amended only by a written instrument executed by all the parties. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Hays County, Texas.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Hays County, Texas.
7. It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

CITY:

City of Kyle, Texas

a Texas home rule municipal corporation

Attest:

By: _____
Name: Jennifer Holm
Title: City Secretary

By: _____
Name: Travis Mitchell
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

HILLSIDE TERRACE DEVELOPMENT, LLC,
a Texas limited liability company

By: MSCB Hillside, LLC
a Texas limited liability company
its Managing Member

By: _____
Name: Garrett S. Martin
Title: Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, on the ____ day of July, 2022, by Garrett S. Martin, Manager of MSCB Hillside, LLC, a Texas limited liability company, Managing Member of Hillside Terrace Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit A

A 259.02 acres (11,282,708 square feet), tract of land, lying within the Jessie B. Eaves Survey, Abstract 166 and the W.A. Moore Survey, Abstract 331, Hays County, Texas, and being all of a called 163.935 acre tract, conveyed to Hillside Terrace Development, LLC in Document No. 21020969, Official Public Records of Hays County, Texas, all of a called 82.951 acre tract, conveyed to RIO OSO Holdings LLC in Document No. 18028156, Official Public Records of Hays County, Texas and a portion of called 35.04 acre tract, conveyed to GJG Development II LLC in Document No. 19024067, Official Public Records of Hays County, Texas, described as follows:

BEGINNING at a 5/8" iron rod with aluminum "PRO TECH ENG" cap found at the southeastern corner of said 163.935 acre tract, the northeastern corner of a called 2.80 acre tract, conveyed to James Mikeska & Traci Horne-Mikeska in Volume 1738, Page 731, Official Public Records of Hays County, Texas, and being on the western right-of-way line of F.M. 2001 (right-of-way varies), for the southeastern corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the southern line of said 163.935 acre tract and the northern line of said 2.80 acre tract, S88°25'07"W, a distance of 858.81 feet to a 1/2" iron pipe found, for the northwestern corner of said 2.80 acre tract and the northeastern corner of Windy Hill Subdivision 24 AC, a subdivision, recorded in Document No. 17040372, Official Public Records of Hays County, Texas;

THENCE, with the southern line of said 163.935 acre tract and the northern line of said Windy Hill Subdivision 24 AC, S88°22'00"W, a distance of 1223.10 feet to a 3/4" iron pipe found, for the northwestern corner of said Windy Hill Subdivision 24 AC and the northeastern corner of Shadow Creek Phase 3, Section 4, a subdivision, recorded in Volume 13, Page 336, Plat Records Hays County, Texas;

THENCE, with the southern line of said 163.935 acre tract, the northern line of said Shadow Creek Phase 3, Section 4 and the north line of Shadow Creek Phase 9, Section 2, a subdivision, recorded in Document No. 17029868, Plat Records Hays County, Texas, S88°25'56"W, a distance of 1993.62 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set;

THENCE, with the southern line of said 163.935 acre tract and the northern line of said Shadow Creek Phase 9, Section 2, the following three (3) courses and distances;

1. S88°24'30"W, a distance of 445.39 feet to a 6" wood fence post found;
2. S89°20'38"W, a distance of 873.39 feet to a 1/2" iron rod found;
3. S87°32'32"W, a distance of 556.41 feet to a pk nail in concrete found;

THENCE, with the southern line of said 163.935 acre tract, the northern line of said Shadow Creek Phase 9, Section 2, the northern line of Shadow Creek Phase 12, Section 1, a subdivision, recorded in Volume 19, Page 60, Plat Records Hays County, Texas and the northern line of a called 49.465 acre tract, conveyed to John Galloway Sr. & John Galloway Jr. in Volume 496, Page 791, Official Public Records of Hays County, Texas, S87°20'19"W, a distance of 442.82 feet to a 4" steel post found, for the southwestern corner of said 163.935 acre tract and the southeastern corner of a the remainder of a called 10.009 acre tract, conveyed to Mayra Garcia and Matias Garcia in Volume 3572, Page 398, Official Public Records of Hays County, Texas, for the southwestern corner of the herein described tract;

THENCE, with the western line of said 163.935 acre tract, the eastern line of said remainder of a called 10.009 acre tract, the eastern line of a called 10.01 acre tract, conveyed to Apostolic Christian Tabernacle of Austin in Volume 3333, Page 674, Official Public Records of Hays County, Texas, and the eastern line of a called 36.02 acre tract, conveyed to Salvador Villegas in Volume 3252, Page 665, Official Public Records of Hays County, Texas, N01°49'27"W, a distance of 1483.67 feet to a 4" steel post found, for an ell corner of said 163.935 acre tract, the northeastern corner of said 36.02 acre tract and being on the southern line of a called 68.96 acre tract, conveyed to TFLP Investments Limited Partnership in Volume 3118, Page 335, Official Public Records of Hays County, Texas;

THENCE, with a northern line of said 163.935 acre tract and the southern line of said 68.96 acre tract, N88°22'22"E, a distance of 1502.07 feet to a 1/2" iron rod found for an ell corner of said 163.935 acre tract and the southeastern corner of said 68.96 acre tract;

THENCE, with a western line of said 163.935 acre tract and the eastern line of said 68.96 acre tract, N02°00'11"W, a distance of 1007.83 feet to a 1/2" iron rod with plastic cap found for the northeastern corner of said 68.96 acre tract and the southeastern corner of Country Ridge Subdivision, a subdivision recorded in Volume 3, Page 274 Plat Records of Hays County, Texas;

THENCE, with a western line of said 163.935 acre tract and the eastern line of said Country Ridge Subdivision, N01°37'27"W, a distance of 1945.78 feet to a 1/2" iron rod found for the northeastern corner of said Country Ridge Subdivision and being on the southern right-of-way line of Hillside Terrace (right-of-way varies);

THENCE, with a western line of said 163.935 acre tract and the southern right-of-way line of Hillside Terrace, N01°37'27"W, a distance of 14.88 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northwestern corner of said 163.935 acre tract and of the herein described tract;

THENCE, with a northern line of said 163.935 acre tract and the southern right-of-way line of Hillside Terrace, N88°01'45"E, a distance of 1410.61 feet to a 1/2" iron rod found for the northeastern corner of said 163.935 acre tract, the northwest corner of a 8.00 acre tract, conveyed to Nancy H. Johnson and described in a called 8.00 acre tract to Chase Baromeo Jr. and Barbara A. Castleberry in Volume 881, Page 259 Deed Records of Hays County, Texas and for the northeastern corner of the herein described tract;

THENCE, with an eastern line of said 163.935 acre tract and the western line of said 8.00 acre tract, S04°59'16"E, a distance of 685.20 feet to a point for an ell corner of said 163.935 acre tract, the southwest corner of a said 8.00 acre tract, and being on the northern line of a called 36.341 acre conveyed to Todd Burek in Document No. 19009802, Official Public Records of Hays County, Texas, from which a 1/2" iron rod found bears N01°15'44"E, a distance of 2.07 feet;

THENCE, over and across said 36.341 acre tract and said 35.04 acre tract, the following eight (8) courses and distances:

1. S 01° 57' 33" E, a distance of 43.81 feet to a 1/2" iron rod with unreadable cap found;
2. S 20° 51' 38" W, a distance of 126.91 feet to a 1/2" iron rod found;
3. S 25° 03' 48" W, a distance of 279.88 feet to a 1/2" iron rod found;
4. S 17° 00' 26" W, a distance of 49.76 feet to a 1/2" iron rod with J.E. Garron cap found;
5. S 06° 28' 28" W, a distance of 77.28 feet to a 1/2" iron rod found;
6. S 01° 01' 23" E, a distance of 800.38 feet to a 1/2" iron rod with J.E. Garron cap found;
7. S 88° 38' 46" W, a distance of 9.99 feet to a 1/2" iron rod with J.E. Garron cap found;
8. S 00° 58' 08" E, a distance of 129.20 feet to a 1/2" iron rod with J.E. Garron cap found on a northern line of said 163.935 acre tract and also being a southern line of said 35.04 acre tract;

THENCE, with a northern line of said 163.935 acre tract and also being the southern line of said 35.04 acre tract, N88°55'55" E, a distance of 73.88 feet to a PK nail with washer stamped "PROTECH" found for an ell corner of said 163.935 acre tract and the northwestern corner of the remainder of a called 91.92 acre tract, conveyed to Tony Greaves and Carol C. Greaves in Volume 1167, Page 445, Official Public Records of Hays County, Texas;

THENCE, with a eastern line of said 163.935 acre tract and also being the western line of said 91.92 acre tract, S10°01'04"W, a distance of 1388.58 feet to a 1/2" iron rod with broken cap found for the northwestern corner of said 82.951 acre tract and also being the southwestern corner of the remainder of said 91.92 acre tract;

THENCE, with the northern line of said 82.951 acre tract, the southern line of said remainder of 91.92 acre tract and also the southern boundary line of the remainder of a called 45.13 acre tract and of the remainder of a called 60.58 acre tract both conveyed to Tony Greaves and Carol C. Greaves in Volume 1167, Page 445, Official Public Records of Hays County, Texas, N88°27'53"E, a distance of 3878.65 feet to a 1/2" iron rod with a 4540 cap found for the northeastern corner of said 82.951 acre tract, the southeast corner of said remainder of the 60.58 acre tract and also being on the western right-of-way line of F.M. 2001;

THENCE, with the eastern line of said 82.951 acre tract and also being the western right-of-way line of F.M. 2001, the following two (2) courses and distances:

1. S01°20'27"E, a distance of 856.10 feet to a concrete monument found on the arc of a curve to the left;
2. Along the arc of said curve to the left, a distance of 54.09 feet, having a radius of 756.20 feet, a delta angle of 4°05'54" and a chord bearing of S03°29'29"E, a distance of 54.08 feet to a 5/8" iron rod with aluminum "PRO TECH ENG" cap found on the arc of a curve to the left, for the southeastern corner of said 82.951 acre tract and the northern southeastern corner of said 163.935 acre tract;

THENCE, with the eastern line of said 163.935 acre tract and the western right-of-way line of F.M. 2001, along the arc of said curve to the left, a distance of 37.01 feet, having a radius of 756.20 feet, a delta angle of 2°48'14" and a chord bearing of S06°20'21"E, a distance of 37.00 feet to the POINT OF BEGINNING.

Containing 259.02 acres or 11,282,708 square feet, more or less.



CITY OF KYLE, TEXAS

Memorialization of the trees located
in Mary Kyle Hartson Park and
Train Depot

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

Subject/Recommendation: Update from the City regarding the memorialization of the trees located in Mary Kyle Hartson Park and the Train Depot. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Update on status of creation of policy regarding City Council Expenses

Meeting Date: 7/5/2022

Date time: 7:00 PM

Subject/Recommendation: Update on the status regarding staff's creation of the City Council's credit card policy. ~
Yvonne Flores-Cale, Council Member and ~ Travis Mitchell, Mayor

On April 19, 2022, Council directed staff to put City Council expenses on the City's website and to bring back a Council expense policy for review and adoption. Motion carried 7-0.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session

Meeting Date: 7/5/2022

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.
 - Texas Water Utilities Negotiations
 - Sign Regulations
 - Possible resolution of a personnel matter
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 to deliberate the purchase of real property for public purpose.
 - Downtown Property Acquisition
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 7/5/2022
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