

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 August 2, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 29th day of July, 2022, prior to 12:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - July 7, 2022. ~ *Jennifer Holm, City Secretary*
2. City Council Special Meeting Minutes - July 9, 2022. ~ *Jennifer Holm, City Secretary*
3. City Council Special Meeting Minutes - July 19, 2022. ~ *Jennifer Holm, City Secretary*
4. City Council Meeting Minutes - July 19, 2022. ~ *Jennifer Holm, City Secretary*
5. City Council Special Meeting Minutes - July 23, 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

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

V. Presentation

7. 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
 - Free Haircuts for Kids at KRUG- August 8
 - Movie in the Park - August 12
 - Ash Pavilion Skate Night- August 12
 - Kyle Market Days - August 13
 - National Dog Day - Aug 26
 - Pie in the Sky Day Celebration - Sept. 3
 - Save the Date: Heroes Memorial Park Ribbon Cutting - Sept. 11
8. CIP/Road Projects and Consent Agenda Presentation. ~ *Leon Barba, P.E., City Engineer*

VI. Consent Agenda

9. *(First Reading)* An Ordinance of the City of Kyle, Texas, Amending Division 3, Chapter 44 of the City of Kyle Code of Ordinances to Amend the Exemptions from Ad Valorem Taxes Provided in Ordinance 1210 by Removing Section 44-64 “Veterans”; Providing for severability and conflicting ordinances; Providing for Open Meetings and Effective Date Clauses; and Providing for Related Matters. ~ *Paige Saenz, City Attorney*
10. Authorize award and execution of a Purchase Order to LCRA, Dallas TX, in an amount not to exceed \$34,800.00 for the purchase and installation of mobile radios and misc. associated equipment for the Public Works Department. ~ *Julie Crookston, Assistant Director Public Works*
11. Authorize amendment to memorandum of understanding between ARWA, previously HCPUA agency, and the cities of Buda, Kyle and San Marcos for water supply sharing. ~ *Jerry Hendrix, Acting City Manager*
12. Authorize award and execution of a Purchase Order to Pedernales Electric Cooperative, Kyle, TX in an amount not to exceed \$47,143.32 for the installation of electrical infrastructure to provide service to the wastewater treatment plant dewatering facility. ~ *Leon Barba, P.E., City Engineer*
13. Approve a resolution of the City Council of the City of Kyle, Texas accepting the Casetta Ranch Section Four 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*
14. Consider approval of a license agreement on South Goforth Road right of way. ~ *Leon Barba, P.E., City Engineer*

15. Authorize the Police Department to Execute an Agreement with LexisNexis Coplogic Solutions, Inc. for the Purpose of Establishing an eCommerce Account for Accessing Publicly Available Crash and Citizen Online Reports. ~ *Jeff Barnett, Chief of Police*
16. Authorize the Police Department to Execute an Agreement LexisNexis Coplogic Solutions, Inc. with for the Purpose of Providing Crash Reports and Establishing Procedures and Guidelines for Access, Use, and Fees. ~ *Jeff Barnett, Chief of Police*
17. Authorize the Police Department to Execute an Agreement LexisNexis Coplogic Solutions, Inc. for the Purpose of Providing Citizen Online Reporting. ~ *Jeff Barnett, Chief of Police*
18. Authorize the City Manager or his designee to approve the purchase of a Brazos Technology - commercial motor vehicle citation software license in an amount not to exceed \$3,250.00, and a \$911 recurring annual fee due 12 months from the date that the license is provided, and to be paid to Tyler Technologies Inc., 5101 TENNYSON PKWY PLANO, TX 75024-3525, Texas Tax Payer# 17523039208. ~ *Jeff Barnett, Chief of Police*
19. Authorize the City Manager or his designee to approve the purchase for Municipal Court Incode software in an amount not to exceed \$3,120.00 to be paid to Tyler Technologies Inc., 5101 TENNYSON PKWY PLANO, TX 75024-3525 , Texas Tax Payer# 17523039208. ~ *Jeff Barnett, Chief of Police*
20. *(First Reading)* An ordinance of the City of Kyle, Texas, Ordering a General Election to be held jointly with Hays County on November 8, 2022, for the Election of Council Members for City Council District 1 and District 3 to serve three-year terms; Providing for candidate application methods, designating the main and branch early voting locations for such Election; Providing for an order and notice of such general election; Providing for related matters; Providing a severability clause; and Providing an effective date. ~ *Travis Mitchell, Mayor*

VII. Items Pulled from Consent Agenda

VIII.Consider and Possible Action

21. [Postponed 7/5/2022] Consider approval of an extension to the Rate Stabilization Agreement between Texas Water Utilities and City of Kyle. ~ *Paige Saenz, City Attorney*
22. [Postponed 7/5/2022] 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*
23. Consider and possible action on a request to waive Section 23-60 of the City's Code of Ordinances for construction at 19086 IH-35, Kyle, Texas (Costco) and

to authorize the City Manager to approve the dates and times. ~ *Amber Lewis, Assistant City Manager*

Sec. 23-60. - Noises prohibited. (12) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within 600 feet of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute an urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.

24. *(Second Reading)* An Ordinance Repealing Ordinance No. 1033, Regulating Traffic, Authorizing and directing the installation and erection of stop signs for the traffic control at the intersection of Silverado Drive and FM 150 (Rebel Drive) in the City Limits of Kyle; Repealing any ordinance or resolution in conflict; providing a severability clause; Declaring a penalty; and providing an effective date. ~ *Leon Barba, P.E., City Engineer*

City Council voted 4-3 to approve on first reading on 7/19/2022.

25. *(First and Final Reading)* Consideration and Approval of an Ordinance Authorizing the Issuance of “City of Kyle, Texas General Obligation Bonds, Series 2022”; Levying a Continuing Direct Annual Ad Valorem Tax, within the Limitations Prescribed by Law, for the Payment of the Bonds; Authorizing the Execution of any Necessary Engagement Agreement with the City’s Financial Advisors; and Providing for an Effective Date. ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*
26. Consideration and Approval of a Resolution Relating to Establishing the City’s Intention to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Constructing Various City Improvements from the Proceeds of Tax-Exempt Obligations to Be Issued By the City for Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; And Providing an Effective Date ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*
27. Consideration and possible action to approve 1-Year Landscape Maintenance at Heroes Memorial Park in an amount not to exceed \$90,059.00. ~ *Ryan Rosborough, AG|CM*

* \$90,059.00 = \$70,059.00 (In Contract Landscaping Per Attached Quote) + \$20,000 (Out of Contract Allowance for Additional Landscaping Options for Parks Dept. Consideration Throughout the Year)
28. Consideration and possible action to approve PR-07: Cellular Booster System at Public Safety Center in an amount not to exceed 104,823.00. ~ *Ryan Rosborough, AG|CM*

29. Consideration and possible action to approve Dispatch Workstations & Misc. Furniture at Public Safety Center in an amount not to exceed \$233,715.45. ~ *Ryan Rosborough, AG|CM*
30. Consideration and possible action to approve PR-09: CAPCOG & LCRA Infrastructure Build-Out for Dispatch Workstations at Public Safety Center in an amount not to exceed \$256,000.00. ~ *Ryan Rosborough, AG|CM*
31. Consideration and possible action on approval to proceed with Contract Negotiation with LCCx for Test & Balance Services at Public Safety Center. ~ *Bob Farmer, AG|CM*
* LCCx was the only respondent to the RFQ
32. (*Second Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of amending Sec. 53-1230 (Zoning), to add Indoor Firing Range to the Entertainment "E" zoning district and amend the associated zoning use chart. ~ *Will Atkinson, Interim Director of Planning and Community Development*

Planning and Zoning Commission voted 4-1 to recommend approval of the amendment.

City Council voted 6-1 to approve on first reading on 7/19/2022.
33. Consideration and approval of applying for the Railroad Crossing Elimination Program Grant, #20.327 of the Infrastructure Investment and Jobs Act. ~ *Amber Lewis, Assistant City Manager*
34. [Postponed 7/19/2022] Consider and possible action to approve a Resolution of the City Council Authorizing and Creating the Limestone Creek Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date. ~ *Amber Lewis, Assistant City Manager*
 - Public Hearing*The public hearing was left open at the 7/19/2022 Council meeting.*
35. Appoint Amber Lewis, Assistant City Manager, to the Alliance Regional Water Authority Board of Directors representing the City of Kyle. ~ *Jerry Hendrix, Acting City Manager*
36. Discussion and possible action to direct the ethics committee to update the City's ethics ordinance, including verbiage regarding notifications/updates after a complaint is heard by the committee. ~ *Yvonne Flores-Cale, Council Member*
37. Discussion and possible action regarding updating the City's "Core Values." ~ *Yvonne Flores-Cale, Council Member*

38. Discussion and possible action regarding the City's plan to staff director positions. ~ *Yvonne Flores-Cale, Council Member*
39. Accept the resignation of Dex Ellison, Council Member District 1. ~ *Travis Mitchell, Mayor*

IX. Executive Session

40. 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.
 - 1119 S. Old Highway 281
 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.
 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 MBA
 - Project Shamrock
41. 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 0707 Special Minutes

Meeting Date: 8/2/2022
Date time: 7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2022 0707 DRAFT Special

SPECIAL CITY COUNCIL MEETING MINUTES

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

Mayor Travis Mitchell	Lila Knight
Mayor Pro Tem Robert Rizo	Stephanie Liebe
Council Member Dex Ellison	Joe Cantalupo
Council Member Yvonne Flores-Cale*	Mark McLiney
Council Member Ashlee Bradshaw	Jeff Barton
Council Member Daniela Parsley*	
Council Member Michael Tobias	
Jerry Hendrix, Acting City Manager	
James Earp, Assistant City Manager	
Amber Lewis, Assistant City Manager	
Barbara Boulware-Wells, Asst. City Attorney	
Rachel Sonnier, Interim Communications Dir.	
Grant Bowling, Video Production Specialist	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Victoria Vargas, Interim Eco. Dev. Director	
Perwez Moheet, Finance Director	
Andy Alejandro, Accounting Manager	
Connie Campa, Staff Accountant	
Sandra Duran, HR Director	
Matt Dawson, IT Director	
Paul Phelan, Library Director	
Mariana Espinoza, Parks & Recreation Director	
Aimee Garcia, Recreation Manager	
William Atkinson, Interim Planning Director	
Steven Clamons, GIS Analyst	
Jeff Barnett, Chief of Police	
Tim Griffith, Police Lieutenant	
Harper Wilder, Director of Public Works	
Julie Crookston, Asst. Director of Public Works	
Will Paiz-Tabash, Emergency Mgmt. Coord.	
David Amsler, Management Analyst	
Tim Cropley, Facilities Division Manager	
Chance Padier, ES&T Division Manager	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 5:35p.m. Mayor Mitchell asked the city secretary to call roll.

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

*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.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 5:36 p.m.

Lila Knight was called to speak as registered. She stated that the moment they've all been waiting for is finally here - how much are the road bonds going to cost. She spoke about the good news that there is no extension of Center Street across the Blanco River with a bridge. She spoke about the upcoming November election and provided the dates to apply for a place on the ballot: July 23 through August 22.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 5:38 p.m.

III. Consider and Possible Action

1. City Council Budget Worksession No. 2 to consider and take possible action on the following items:
 1. Overview and status of City Manager's proposed operating and capital budget under development for fiscal year 2022-2023.
 2. Road Bond Election in November 2022
 - Timeline, key dates, and milestones for bond election (Norton Rose Fulbright)
 - Identification of roads and segments to be included (K Friese & Associates)
 - Highlights of design elements and features to be included (K Friese & Associates)
 - Cost estimate for each road to be included (K Friese & Associates)
 - Project timeline for engineering, design, and construction (K Friese & Associates)
 - Property tax rate impact analysis for road bonds (SAMCO Capital)
 - Public education and public engagement program plan (GAP Strategies)
 3. City Council's feedback, prioritization considerations, and policy direction. ~ *Jerry Hendrix, Acting City Manager*

Mr. Hendrix introduced the budget. Ms. Stephanie Leibe of Norton Rose Fulbright, City's Bond Counsel, presented information about the Bond Election for Road Projects for 2022. Mr. Joe Cantalupo of K Friese & Associates provided information regarding locations, road design elements, and cost estimates of the roads for the Road Bond Project. Additionally, he provided information about the full scope of the projects to include items for the Vybe Trail.

Mark McLiney of SAMCO Capital, City's Financial Advisor, presented on tax rates and options.

Mayor Mitchell called a recess at 7:05 p.m. Mayor Mitchell called the meeting back to order at 7:17 p.m.

Jeff Barton of GAP Strategies provided information regarding their task to provide information to the residents and voters.

It was a consensus of Council to hold a special meeting on July 23rd at 8:00 a.m. for further discussion of these items.

IV. Executive Session

2. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

There was no executive session.

3. Take action on items discussed in Executive Session.

V. Adjourn

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

With no further business to discuss, the City Council adjourned at 8:35 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2022 0709 Special Minutes

Meeting Date: 8/2/2022

Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - July 9, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2022 0709 DRAFT Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on July 9, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Robert Rizo
Council Member Dex Ellison
Council Member Yvonne Flores-Cale*
Council Member Ashlee Bradshaw
Council Member Daniela Parsley*
Council Member Michael Tobias
Jerry Hendrix, Acting City Manager
Amber Lewis, Assistant City Manager
Paige Saenz, City Attorney
Barbara Boulware-Wells, Assistant City Attorney
Grant Bowling, Video Production Specialist
Jennifer Holm, City Secretary

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:03 a.m. Mayor Mitchell asked the city secretary to call roll.

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

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:03 a.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 7:03 a.m.

III. Executive Session

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

*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.

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.

Mayor Mitchell read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Possible resolution of a personnel matter; and Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 - Downtown Property Acquisition."

The City Council convened into executive session at 7:04 a.m.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 8:07 a.m. Mayor Mitchell announced that no action took place in executive session but action would be taken now. Council Member Parsley was not present when the meeting was called back to order.

Mayor Mitchell moved to direct staff to engage in property acquisition contracts as discussed in executive session and bring back any necessary budget amendments. Council Member Tobias seconded the motion. Motion carried 6-0. Council Member Parsley was absent for the vote.

IV. 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 8:08 a.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2022 0719 Special Minutes

Meeting Date: 8/2/2022

Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - July 19, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2022 0719 DRAFT Special

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on July 19, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Robert Rizo
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Ashlee Bradshaw
Council Member Daniela Parsley
Council Member Michael Tobias
Jerry Hendrix, Acting City Manager
Amber Lewis, Assistant City Manager
Paige Saenz, City Attorney
Rachel Sonnier, Interim Communications Dir.
Grant Bowling, Video Production Specialist
Jennifer Holm, City Secretary
Victoria Vargas, Interim Economic Dev Director
Perwez Moheet, Finance Director
Kristiana Spencer, HR Manager
Matt Dawson, IT Director
Marco Forti, IT Systems Administrator
Mariana Espinoza, Parks & Recreation Director
William Atkinson, Interim Planning Director
Jeff Barnett, Chief of Police

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 6:00 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Rizo, Council Member Ellison, Council Member Bradshaw, Council Member Parsley, and Council Member Tobias. A quorum was present. Council Member Flores-Cale was absent but arrived at 6:02 p.m. during executive session.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 6:01 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 6:01 p.m.

III. Executive Session

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

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 - Meet & Confer Update; Personnel Matter; Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 - Downtown Property Acquisition; Personnel matters pursuant to Section 551.074 - Appointment of Planning & Zoning Commission Members; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Shamrock.”

The City Council convened into executive session at 6:02 p.m. Council Member Flores-Cale arrived at 6:02 p.m. and entered into executive session.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:04 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IV. Consider and Possible Action

3. Authorize the City Manager to execute a contract(s) related to the purchase of downtown property. ~ *Jerry Hendrix, Acting City Manager*

No discussion or action was taken.

V. Adjourn

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

With no further business to discuss, the City Council adjourned at 7:04 p.m.

Attest:

Travis Mitchell, Mayor

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2022 0719 Regular Minutes

Meeting Date: 8/2/2022

Date time:7:00 PM

Subject/Recommendation: City Council Meeting Minutes - July 19, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

□ 2022 0719 DRAFT

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on July 19, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Vanessa Westbrook
Mayor Pro Tem Robert Rizo	Tommy Kosarek
Council Member Dex Ellison	Makayla Ponce
Council Member Yvonne Flores-Cale	Narsis Holmes
Council Member Ashlee Bradshaw	Justin Belmore
Council Member Daniela Parsley	Kevin Pierce
Council Member Michael Tobias	
Jerry Hendrix, Acting City Manager	
James Earp, Assistant City Manager	
Amber Lewis, Assistant City Manager	
Paige Saenz, City Attorney	
Rachel Sonnier, Interim Communications Dir.	
Grant Bowling, Video Production Specialist	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Victoria Vargas, Interim Economic Dev Director	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Matt Dawson, IT Director	
Paul Phelan, Library Director	
Mariana Espinoza, Parks & Recreation Director	
William Atkinson, Interim Planning Director	
Jeff Barnett, Chief of Police	
Tim Griffith, Police Lieutenant	
Harper Wilder, Director of Public Works	

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

II. Approval of Minutes

1. City Council Regular Meeting Minutes - June 7, 2022. ~ *Jennifer Holm, City Secretary*
2. City Council Regular Meeting Minutes - June 21, 2022. ~ *Jennifer Holm, City Secretary*
3. City Council Special Meeting Minutes - June 25, 2022. ~ *Jennifer Holm, City Secretary*
4. City Council Special Meeting Minutes - July 5, 2022. ~ *Jennifer Holm, City Secretary*
5. City Council Regular Meeting Minutes - July 5, 2022. ~ *Jennifer Holm, City Secretary*

Council Member Bradshaw left the dais at 7:05 p.m. Council Member Tobias moved to approve the minutes of the June 7, 2022 Regular Council Meeting, June 21, 2022 Regular Meeting, June 25, 2022 Special Meeting, July 5, 2022 Special Meeting and the minutes of the July 5, 2022 Regular Meeting. Mayor Pro Tem Rizo seconded the motion. Motion carried 6-0. Council Member Bradshaw was absent for the vote.

III. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:06 p.m.

Vanessa Westbrook was called to speak as registered on behalf of the Kyle Buda Kiwanis Club. She spoke about tomorrow being National Hot Dog Day. She announced a free hot dog lunch tomorrow, July 20 at the AMVET building 401 Veterans Drive from 11:00 a.m. - 1:00 p.m. She spoke about the various organizations that will be represented there.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:07 p.m.

IV. Agenda Order

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

No action was taken.

V. Presentation

7. 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
 - Road Bond Program Workshop - July 23
 - South Central Regional Roundtable in Kyle – July 22
 - Boards and Commissions Openings
 - Dive In Movie – July 22
 - Free Guided Trail Tours – July 23
 - Bunton Bird Blind Ribbon Cutting – July 23
 - Free Public Swim Day – July 24
 - Music in the Park – July 25
 - Stars At Night – July 30-31
 - Pie in the Sky Day Celebration – Sept. 3
 - Save the Date: Heroes Memorial Park Ribbon Cutting – Sept. 11
 - Summer Reading Program
 - Team Kyle Update

Council Member Bradshaw returned to the dais some time prior to 7:09 p.m. Mr. Hendrix, Ms. Vargas, Ms. Sonnier, Ms. Espinoza, and Mr. Phelan presented the item. No action was taken. Mr. Hendrix recognized outgoing staff members Mr. Phelan and Mr. Earp.

8. BGK Architects Presentation regarding Downtown Masterplan Survey Results. ~ *Will Atkinson, Interim Planning Director*

Mr. Atkinson introduced Tommy Kosarek of BGK Architects, who presented the item. He also introduced his colleagues Makayla Ponce and Narsis Holmes who assisted in the presentation.

No action was taken.

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

No action was taken.

VI. Consent Agenda

Mayor Mitchell brought forward Item Nos. 10, 11, 12, 13, 14, and 15 for consideration.

10. Authorize the City Manager to execute a 60-month lease with DEX IMAGING LLC., 5109 W. Lemon St. Tampa, FL, 33609, for a Kyocera TASKalfa Model 4004i photocopier for the Kyle Public Library, in the amount of \$127.20 per month based on an average monthly volume of 3,500. Copy overages will be charged at .0072 per copy. ~ *Paul Phelan, Director of Library Services*
11. Approve a Resolution requesting the Texas Department of Transportation initiate the process to remove a portion of RM 967 and convey to the City of Kyle for future ownership of the right of way and maintenance. ~ *Leon Barba, P.E., City Engineer*
12. Ratify emergency submersible well repairs to Well No. 1 at the Veterans Drive Water Facility in an effort to maintain public health and safety, in an amount not to exceed \$56,199.12 payable to ADVANCED WATER WELL TECHNOLOGIES, Converse, Texas. ~ *Harper Wilder, Director of Public Works*
13. Approve Amendment No. 3 to Task Order No. 6 to LJA ENGINEERING, INC., Austin, Texas, in the amount not to exceed \$6,966.40 increasing the total contract amount to \$225,229.49 for additional engineering services for the Anthem to Kohlers Crossing Waterline Connection Project. ~ *Leon Barba, P.E., City Engineer*
14. Approve a contract with ARIAS AND ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$29,505.00 for forensic testing on Kohlers Crossing from FM 2770 to Southbound I35 Frontage Road. ~ *Leon Barba, P.E., City Engineer*
15. Authorize the Police Department to sell surplus property, namely thirty-five (35) 12-gauge shotguns, to Sidepeace Packin' (San Marcos, Tx), a licensed Federal Firearms Dealer, in an amount of not less than \$8,960 paid via in-store credit to be used for future equipment for the police department. ~ *Jeff Barnett, Chief of Police*

Mayor Pro Tem Rizo moved to approve Consent Agenda Item Nos. 10, 11, 12, 13, 14, and 15. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

VII. Items Pulled from Consent Agenda

VIII. Consider and Possible Action

16. Consider and possible action on an interlocal agreement by and between the City of Kyle, Texas and Hays County, Texas for the improvement of park facilities at sites owned by the City of Kyle. ~ *Jerry Hendrix, Acting City Manager*

Mayor Mitchell moved to approve an interlocal agreement by and between the City of Kyle, Texas and Hays County Texas for the improvement of park facilities at sites owned by the City of Kyle Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

17. (*First Reading*) An Ordinance Repealing Ordinance No. 1033, Regulating Traffic, Authorizing and directing the installation and erection of stop signs for the traffic control at the intersection of Silverado Drive and fm150 (Rebel Drive) in the City Limits of Kyle; Repealing any ordinance or resolution in conflict; providing a severability clause; Declaring a penalty; and providing an effective date. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell moved to approve an Ordinance Repealing Ordinance No. 1033, Regulating Traffic, Authorizing and directing the installation and erection of stop signs for the traffic control at the intersection of Silverado Drive and fm150 (Rebel Drive) in the City Limits of Kyle; Repealing any ordinance or resolution in conflict; providing a severability clause; Declaring a penalty; and providing an effective date. Council Member Bradshaw seconded the motion.

Mayor Mitchell requested a roll call vote. Council Member Parsley voted aye; Council Member Ellison voted nay; Council Member Bradshaw voted aye; Mayor Mitchell voted aye; Council Member Flores-Cale voted nay; Mayor Pro Tem Rizo voted aye; and Council Member Tobias voted nay. Motion carried 4-3.

18. (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 15.542 total acres of land from Retail Service District ‘RS’ to Planned Unit District – Mixed Use District ‘PUD MXD’ for property located at 5839 Kyle Parkway, in Hays County, Texas. (CTC Residential LLC - Z-22-0101) ~ *Will Atkinson, Interim Director of Planning and Community Development*

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

- Public Hearing

Mr. Atkinson stated that the applicant has requested a delay until 8/16.

Mayor Mitchell opened the public hearing at 8:19 p.m. With no one wishing to speak, Mayor Mitchell left the public hearing open.

Mayor Mitchell moved to postpone an ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of rezoning approximately 15.542 total acres of land from Retail Service District ‘RS’ to Planned Unit District – Mixed Use District ‘PUD MXD’ for property located at 5839 Kyle Parkway, in Hays County, Texas until August 16, 2022. Council Member Flores-Cale seconded the motion. Motion carried 7-0.

19. (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of amending Sec. 53-1230 (Zoning), to add Indoor Firing Range to the Entertainment “E” zoning district and amend the associated zoning use chart. ~ *Will Atkinson, Interim Director of Planning and Community Development*

Planning and Zoning Commission voted 4-1 to recommend approval of the amendment.

- Public Hearing

Mayor Mitchell opened the public hearing at 8:32 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:32 p.m.

Council Member Parsley moved to approve an ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of amending Sec. 53-1230 (Zoning), to add Indoor Firing Range to the Entertainment “E” zoning district and amend the associated zoning use chart. Council Member Flores-Cale seconded the motion. Motion carried 6-1 with Mayor Mitchell dissenting.

20. Consider and possible action to approve a Resolution of the City Council Authorizing and Creating the Limestone Creek Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date. ~ *Amber Lewis, Assistant City Manager*

- Public Hearing

Mayor Mitchell opened the public hearing at 8:37 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:37 p.m.

Justin Belmore with Meritage Homes, spoke about the project and introduced Kevin Pierce, Developer's PID Attorney, and Patrick Bourne, Developer's Financial Advisor. Mr. Pierce also presented on the item.

Mayor Mitchell requested the Council convene into executive session on this item to seek the advice of the city attorney. The Council convened into executive session at 8:46 p.m. Mayor Mitchell called the meeting back to order at 8:59 p.m. Council Member Bradshaw was not present when the meeting was called back to order. With no objections, Mayor Mitchell reopened the public hearing at 9:00 p.m.

Mayor Mitchell moved to postpone a Resolution of the City Council Authorizing and Creating the Limestone Creek Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date until the next regularly scheduled council meeting. Council Member Flores-Cale seconded the motion. Motion carried 6-0. Council Member Bradshaw was absent for the vote.

21. Consider and possible action approving continued design for intersections at Kohlers Crossing and Marketplace Avenue and/or Kohlers Crossing and Kyle Crossing. ~ *Leon Barba, P.E., City Engineer*

Council Member Bradshaw returned at some point during this item, but the time is unknown.

Mayor Mitchell moved to direct staff to do nothing at the intersection of Kohlers Crossing and Marketplace Avenue and to proceed with Option 1 at the intersection of Kohlers Crossing and Kyle Crossing. Council Member Tobias seconded the motion. Motion carried 7-0.

22. Task force update on 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). ~ *Leon Barba, P.E., City Engineer*

Council Member Ellison presented the update.

Council Member Ellison moved to postpone Item No. 22 until the second meeting in August. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

23. Discussion and possible action regarding an update to the City's Personnel Policy regarding a capped pay out of unused, accrued sick time upon retirement or departure of employment (without cause) with the City. ~ *Yvonne Flores-Cale, Council Member*

Council Member Flores-Cale moved to direct staff to bring back a proposed policy that includes a minimum of five years of service, a capped amount of 144 hours, separating from the City without cause, and being retroactive to the beginning of the year to be brought back for review by the budget meeting on July 28, 2022. Mayor Pro Tem Rizo seconded the motion. Motion carried 7-0.

24. Discussion and possible direction to form Council Compensation Committee per the City Charter and to direct said committee to recommend best practices for Council expense reimbursements as part of their compensation tasks. ~ *Travis Mitchell, Mayor*

Council Member Tobias moved to approve selection of a council compensation committee that will review all policies and procedures referencing compensation of council members including credit cards, any reimbursements and policies that fall in line with the charter. Council Member Flores-Cale seconded the motion.

Mayor Mitchell moved to amend the motion to give direction to form a committee to bring their recommendation by August 16 and use the draft credit card policy provided by the Finance Department as a framework. Council Member Flores-Cale seconded the motion. Motion carried 6-1 with Council Member Ellison dissenting.

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

25. [Postponed 7/5/2022] 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.

No discussion or action was taken.

26. [Postponed 7/5/2022] 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.

Mayor Mitchell moved to authorize a professional services agreement with RSM US, LLP, in an estimated amount of \$45,000 to conduct an examination of all City credit card transactions of and all expense reimbursement to City Council, City Manager, and other City staff incurred over a 5-year period beginning October 1, 2017 and ending March 31, 2022. Council Member Parsley seconded the motion. Motion carried 5-2 with Council Members Bradshaw and Tobias dissenting.

27. Council Review of City Charter. ~ *Travis Mitchell, Mayor*

No action was taken.

IX. Executive Session

28. 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.
 - Meet & Confer Update
 - 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.
 - Appointment of Planning & Zoning Commission Members
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 Shamrock

There was no executive session.

29. Take action on items discussed in Executive Session.

X. 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 10:10 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2022 0723 Special Minutes

Meeting Date: 8/2/2022

Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - July 23, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2022 0723 Draft Special Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on July 23, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Lila Knight
Mayor Pro Tem Robert Rizo*	Stephanie Leibe
Council Member Yvonne Flores-Cale	Joe Cantalupo
Council Member Ashlee Bradshaw	Andrew Friedman
Council Member Daniela Parsley	Jeff Barton
Council Member Michael Tobias	
Jerry Hendrix, Acting City Manager	
Amber Lewis, Assistant City Manager	
Paige Saenz, City Attorney	
Rachel Sonnier, Communications Director	
Grant Bowling, Video Production Specialist	
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Jo Ann Garcia, Engineer	
Perwez Moheet, Finance Director	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 8:03 a.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Rizo, Council Member Flores-Cale, Council Member Bradshaw, and Council Member Parsley. A quorum was present. Council Member Ellison was absent. Council Member Tobias was absent for roll call but returned to the dais at 8:04 a.m.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 8:04 a.m.

Lila Knight was called to speak as registered. She stated that she has never seen a worse council in all her years of attending Council meetings. She stated her expectations for the Council are high.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 8:05 a.m.

III. Consider and Possible Action

1. City Council to consider and take possible action on the following items:

1. Road Bond Election in November 2022

- Timeline, key dates, and milestones for a City of Kyle bond election (Norton Rose Fulbright)
- Identification of roads and segments to be included (K-Friese & Associates)
- Cost estimate for each road to be included (K-Friese & Associates)
- Project timeline for engineering, design, and construction (K-Friese & Associates)
- Property tax rate impact analysis for road bonds. (SAMCO Capital)

*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.

2. Road Selection & Prioritization.
3. Determination of Number of Bond Propositions
4. Set Date to Call Bond Election

~ *Travis Mitchell, Mayor*

Ms. Leibe of Norton Rose Fulbright brought an Ordinance calling the bond election for everyone's review and the associated timeline for calling the election. Mr. Cantalupo of K Friese & Associates presented the various propositions and associated estimated costs.

Council Member Flores-Cale moved to leave the Vybe trail in the bond. Mayor Mitchell seconded the motion. Motion carried 6-0.

Jeff Barton spoke about public outreach/engagement about the bond propositions and on the pros and cons of combining the propositions.

Council Member Bradshaw moved to combine proposition 1 and 2. Mayor Mitchell seconded the motion. Motion carried 4-2 with Council Members Flores-Cale and Tobias dissenting.

Andrew Friedman of SAMCO Capital presented on the property tax impact for this bond project.

IV. Executive Session

2. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Downtown Property Acquisition
 3. Personnel matters pursuant to Section 551.074.
 - Appointment of the City Manager
 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.

Mayor Mitchell read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 - Downtown Property Acquisition; Personnel matters pursuant to Section 551.074 - Appointment of the City Manager."

The City Council convened into executive session at 9:36 a.m.

3. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 10:17 a.m. Mayor Mitchell announced that no action took place in Executive Session, but action would be taken now.

Mayor Mitchell moved to approve an Earnest Money Contract for the purchase of the property located at 110 Center Street in the amount of \$500,000 and authorize the Mayor or City Manager to execute all documents needed to close on the purchase of the property. Council Member Tobias seconded the motion. Motion carried 6-0.

Mayor Mitchell moved to place city manager Scott Sellers on paid administrative leave pending investigation and appoint Jerry Hendrix as acting city manager. Council Member Parsley seconded the motion. Motion carried 6-0.

V. 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 10:18 a.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Agenda Order

Meeting Date: 8/2/2022
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

City Manager's Report

Meeting Date: 8/2/2022

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
- Free Haircuts for Kids at KRUG- August 8
- Movie in the Park - August 12
- Ash Pavilion Skate Night- August 12
- Kyle Market Days - August 13
- National Dog Day - Aug 26
- Pie in the Sky Day Celebration - Sept. 3
- Save the Date: Heroes Memorial Park Ribbon Cutting - Sept. 11

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 8/2/2022
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

Amending Homestead Exemption Ordinance

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An Ordinance of the City of Kyle, Texas, Amending Division 3, Chapter 44 of the City of Kyle Code of Ordinances to Amend the Exemptions from Ad Valorem Taxes Provided in Ordinance 1210 by Removing Section 44-64 “Veterans”; Providing for severability and conflicting ordinances; Providing for Open Meetings and Effective Date Clauses; and Providing for Related Matters. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Homestead Ordinance _ remove Veterans

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING DIVISION 3, CHAPTER 44 OF THE CITY OF KYLE CODE OF ORDINANCES TO AMEND THE EXEMPTIONS FROM AD VALOREM TAXES PROVIDED IN ORDINANCE 1210 BY REMOVING SECTION 44-64 “VETERANS”; PROVIDING FOR SEVERABILITY AND CONFLICTING ORDINANCES; PROVIDING FOR OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas (herein the City"), desires to amend and implement certain ad valorem tax exemptions for residence homesteads within the City:

Whereas, Texas Tax Code section 11.13 authorizes the City Council to adopt homestead exemptions from ad valorem taxes under certain circumstances; and

Whereas, By and through Ordinance 1210, the City of Kyle provided for homestead exemptions for people that are disabled, over 65, and for veterans;

Whereas, Veterans rights are addressed at a state law level;

Whereas, it is determined by the City Council to be in the best interest of the citizens of the City to remove the exemption for veterans.

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

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

Section 2. Removal off 44-63. Division 3. Chapter 44, Homestead Exemptions, is hereby amended remove Section 44-64 “Veterans” in its entirety. Section 44-64 is hereby withdrawn and can be replaced by a different code provision at a later date.

Section 4. Conflicting Ordinances. All prior ordinances of the City are hereby amended only to the extent of any conflict with the exemptions set forth herein, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City. the terms and provisions of this Ordinance shall govern.

Section 5. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid. or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality. illegality, invalidity, or ineffectiveness of such section or part shall in no way affect. impair or invalidate the remaining portion or portions thereof: but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its

passage. The City Council hereby instructs the City Secretary to provide a certified copy of this Ordinance to the Hays County Appraisal District and the Hays County Tax Assessor Collector.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551 Tex. Loc. Gov't Code*.

PASSED AND APPROVED unanimously on first reading in accordance with the City Charter on this the ____ day of _____ 2022.

ATTEST:

City of Kyle, Texas:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor



CITY OF KYLE, TEXAS

LCRA - Mobile Radios, Equip. Public Works

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to LCRA, Dallas TX, in an amount not to exceed \$34,800.00 for the purchase and installation of mobile radios and misc. associated equipment for the Public Works Department. ~ *Julie Crookston, Assistant Director Public Works*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 20181120_Signed_Interlocal_City_of_Kyle-LCRA
- ☐ 2747_Kyle_Public_Works_M5300_Installations_Binding Proposal_20220720 (1)

**INTERLOCAL COOPERATION AGREEMENT
FOR MOBILE RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF KYLE, TEXAS
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and City of Kyle, Texas ("**USER**"), a municipality and a political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code) to be effective for all purposes as of November 20, 2018 (the "**Effective Date**"). (LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by dispatchable mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities throughout the central Texas region;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation, of dispatchable mobile radio equipment, as more specifically set out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Trunked Radio System service on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for the LCRA to provide services and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments, in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to services provided hereunder may require modification of system parameters, which will be subject to additional service charges as set forth in the

Installation and Maintenance Price Sheet (Attachment B). Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of the LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS

2.1 USER may select from the menu of telecommunications services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet and other attachments to this Agreement, including any optional features as set forth in Section 2.3 below, on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All service fees to be paid to LCRA are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System. Included within the expenditures shall be appropriate reserves for future expenditures on and improvements to the Trunked Radio System.

2.3 In addition to basic services, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement; such services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. If USER selects such services, the services will be noted on the Participant Information Sheet. The cost of equipment User has agreed to purchase shall be set forth in the respective proposal sent by LCRA to USER. .

3. SERVICE RATES, CHARGES AND TERMS

3.1 LCRA shall provide the services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet at the rates and charges shown on LCRA Mobile Radio Service Rate Table (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet shall include: (i) USER's monthly basic service fee for use of the Trunked Radio System; (ii) rates and charges for optional services; and (iii) airtime charges.

3.2 It is agreed that LCRA may at any time revise the fees and rates included in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the amount of increase at least sixty (60) days in advance of the date on which the increased fees are to become effective. However, for the Initial Term of service, Service Level/Coverage Area costs for basic service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.3 All rates, charges, and fees for services and equipment provided under this Agreement shall be paid by USER monthly. LCRA will invoice USER monthly or as agreed between the parties. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due. The monthly basic service fee associated with USER's access to the system, periodic equipment maintenance, monthly usage charges, and charges for optional services shall be invoiced at the end of each monthly billing cycle. Late payments shall be subject to interest or reasonable service charges. Payment for equipment purchased or installed shall be due within 30 days after invoiced. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with the Telecom Installation and Maintenance Price Sheet (Attachment B). At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

LCRA may, at its sole and exclusive discretion, provide services to other participants on the Trunked Radio System. The provision of radio system services to other participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional services to some or all participants. USER acknowledges that

LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment to provide telecommunication services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the "**Initial Term**"), unless automatically extended as provided below. This Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.2.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for work performed by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with one day of service for any service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by the LCRA's emergency

coordinator or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of LCRA. Other causes beyond the reasonable control of LCRA include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of coverage and that the inability of LCRA to provide such coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately

terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either the Trunked Radio System service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not re-sell service, interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of

equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of LCRA or its subcontractors, including, but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, strikes, or severe weather conditions. In the event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the service may occur; and (c) any potential harm from interruptions or irregularities in the service is speculative in nature. LCRA cannot offer the service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA' sole liability for loss or

damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the service or transmission of service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes, or delays beyond the control of vendors or contractors.

14.3 USER acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.4 **USER hereby agrees to indemnify and save LCRA harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by USER or those using USER's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of USER with the facilities of LCRA or any carrier; and against all other claims arising out of any act or omission of USER in connection with the facilities or service provided by LCRA.**

14.5 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of radio service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

14.6 The liability of LCRA in connection with the services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such services.

14.7 **USER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL AND ATTORNEY FEES, OF ANY**

NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH TO USER (INCLUDING USER'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS) OR OTHERS IN THE USE OR OPERATION OF ANY EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA OR USED IN CONJUNCTION WITH SUCH EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA AND ARISING OUT OF THE MANUFACTURE, PURCHASE, OPERATION, CONDITIONS, MAINTENANCE, INSTALLATION, RETURN OR USE OF THE EQUIPMENT OR SERVICE OR ARISING BY OPERATION OF LAW, WHETHER THE CLAIM IS BASED IN WHOLE OR IN PART ON NEGLIGENT ACTS OR OMISSIONS OF LCRA, ITS AGENTS OR EMPLOYEES. THIS PROVISION SHALL NOT APPLY TO DAMAGES TO FACILITIES OF USER AS PROVIDED IN PARAGRAPH 12.2.

14.8 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to services contemplated by this Agreement, neither USER nor LCRA shall make a common-carrier offering of communication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United States Internal Revenue Code (the "**Code**"). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. NO ORAL AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for radio service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and services.

21. Confidentiality

21.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained for from the other Party that is identified as confidential information ("**Confidential Information**"). Confidential Information shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of the MTCLA. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any

disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

22. INTERLOCAL CERTIFICATION

22.1 The Parties certify that (1) the services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

[signature page follows]

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: 
Name: CLINT HARP
Title: VP, TRANS STRATEGIC SVCS



USER

City of Kyle:

By: 
Name: Matt Dawson
Title: Director of IT



RADIO SERVICES AND EQUIPMENT BINDING PROPOSAL

July 20, 2022

Kyle Public Works

Attn: Julie Crookston, Assistant Director of Public Works

520 E. RR 150

Kyle, TX 78640

OVERVIEW

The Lower Colorado River Authority (“LCRA”) is pleased to submit this binding proposal for the radio services and equipment described below (this “Proposal”). This Proposal and the information set forth herein shall be subject to the terms and conditions of the Interlocal Cooperation Agreement between the City of Kyle and LCRA (the “Interlocal Agreement”).

PROJECT SCOPE

This Proposal shall include:

- Install Qty. 14 M5300 Mobile Radios with external speakers and LED indicator for radio power.
- Customer will purchase 13 M5300 Mobiles and will provide 1 existing M5300 for installation.
- Install 31 LED indicators on previously installed M5300 Mobile Radios

PRICING

The pricing included in the tables attached hereto as Attachment A include the binding pricing proposal for the equipment and installations outlined for this Project. The pricing indicated in Attachment A is valid for 30 days from the date of this Proposal. Payment shall be due as set forth in the Interlocal Agreement.

ACCEPTANCE

If you would like for us to proceed with this work, please have an authorized representative sign below and return to Julia Kroll. If you should have any questions, please don't hesitate to contact Julia Kroll at 512.730.6464.

DISCLAIMER

This Proposal is not intended and shall not be construed as a public offering of communications services. Nothing in this Proposal shall be interpreted to characterize LCRA as a common carrier of communications services.



[signature page follows]

Best Regards,

Erik Andersen
Director, Business Development
Telecom
Lower Colorado River Authority
3505 Montopolis Drive
Austin, TX 78744
Office: (512) 730-6409
Cell: (512) 718-2542

ACCEPTED AND AGREED TO BY:

City of Kyle, Kyle Public Works

By: _____

Name (Printed): _____

Title: _____

Date: _____

Attachment A

Installation Services and Equipment Costs	Price
<p>Labor and Materials to Install Qty. 14 each as follows:</p> <ul style="list-style-type: none"> • Qty. 13 M5300 Mobile Radio, included in purchase price • Qty. 1 M5300 Mobile Radio, provided by customer • Qty. 14 Coax • Qty. 14 Antenna • Qty. 14 TNC Connector • Qty. 14 External Speaker • Qty. 45 LED Lights, to indicate radio is powered on <p>Qty. 13 Refurbished M5300 Mobiles included in purchase price are warranted for 90 days from date of purchase.</p>	<p>\$34,800</p>
Total*:	\$34,800

**The pricing indicated in this Attachment A is valid for 30 days from the date of this Proposal.*



CITY OF KYLE, TEXAS

Authorize Amendment to Memorandum of Understanding ARWA

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: Authorize amendment to memorandum of understanding between ARWA, previously HCPUA agency, and the cities of Buda, Kyle and San Marcos for water supply sharing.
~ *Jerry Hendrix, Acting City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Memorandum of Understanding
- Amendment

Memorandum of Understanding between Hays Caldwell Public Utility Agency and the cities of Buda, Kyle and San Marcos for Water Supply Sharing

This Memorandum of Understanding (MOU) documents the mutual understanding between the Hays Caldwell Public Utility Agency (HCPUA), the City of Buda (Buda), the City of Kyle (Kyle) and the City of San Marcos (San Marcos) under which Kyle and San Marcos will commit and supply water to Buda on a temporary basis via existing and/or new facilities.

Background

Buda has existing contracts with the Guadalupe-Blanco River Authority (GBRA) for 1.5 million gallons per day (MGD) of raw and treated water supply and 1.5 MGD of capacity in GBRA's I-35 Treated Water Delivery System (the TWDS). Kyle has existing contracts with GBRA for 4.86 MGD of raw and treated water supply and 4.86 MGD of capacity in the TWDS. San Marcos has existing contracts with GBRA for 8.93 MGD of raw water supply to the San Marcos water treatment plant; these contracts also provide for San Marcos to deliver treated water to GBRA at the San Marcos water treatment plant.

Buda, Kyle and San Marcos are members of the HCPUA, which is developing a Carrizo aquifer groundwater project to supply water to its members. Phase 1 of this project is planned to be completed and operational by December 31, 2023. Buda anticipates the need for additional water supply during the period from January 1, 2016 until the HCPUA Phase 1 project is completed (the Interim Period). Kyle and San Marcos have supplies, including water from GBRA and other sources, that exceed their projected needs during the Interim Period, and Kyle and San Marcos are willing to commit and supply water to Buda from their existing GBRA contracted amounts during the Interim Period as described in this MOU. In addition, Kyle has contracted with GBRA for capacity in the TWDS in excess of its projected needs during the Interim Period, and Kyle is willing to commit and allow Buda to use a portion of this capacity for delivery of the added supply during the Interim Period as described in this MOU.

Phase 1A of the HCPUA project will provide a pipeline and pump station connecting the Kyle and Buda water systems, and is projected to be completed by December 31, 2017. The Phase 1A pipeline will allow for Kyle and San Marcos to share their respective GBRA water supplies with Buda during the Interim Period by delivery of the water through the TWDS to Kyle's delivery point, wheeling of the water through the Kyle water system to the Phase 1A pipeline connection with Kyle, and transmission of the water through the Phase 1A pipeline to its connection with Buda.

GBRA Letter Agreement

By separate letter agreement (the GBRA Letter Agreement) between GBRA, HCPUA, Buda, Kyle and San Marcos:

1. Kyle and San Marcos have each agreed to commit and supply to Buda 0.5 MGD of their respective GBRA water supplies during the Interim Period.
2. Kyle has agreed to commit and allow Buda to use 1.0 MGD of Kyle's contracted capacity in the TWDS during the Interim Period.
3. GBRA has agreed to the temporary sharing arrangements among Buda, Kyle and San Marcos described in the GBRA Letter Agreement.

4. Buda, Kyle and San Marcos have agreed that GBRA will continue to bill each of them for operation and maintenance costs based on metered delivery (including, for Buda, the added supplies provided by Kyle and San Marcos), and for fixed costs, all at rates determined under their respective existing contracts with GBRA.
5. The parties have agreed that the GBRA Letter Agreement is intended to be an enforceable agreement to satisfy the requirements of 30 TAC §290.45(f) for Buda's water system during the Interim Period.
6. HCPUA has agreed to provide notice to GBRA of the completion of the Phase 1 project.
7. HCPUA and Buda, Kyle and San Marcos are to execute and maintain in force a separate memorandum of understanding defining Buda's payment obligations to Kyle and San Marcos (through the HCPUA). This document constitutes the memorandum of understanding referenced in the GBRA Letter Agreement.

Agreements

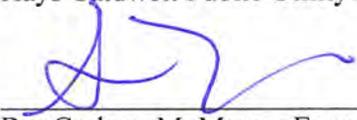
In consideration of the mutual covenants contained in this MOU, the parties agree as follows:

- A. Starting in January 2017, HCPUA will bill Buda monthly for fixed expenses (take-or-pay water reservation fees and debt service costs) incurred by Kyle and San Marcos for the water supply and facilities capacity committed to Buda in the GBRA Letter Agreement, whether or not Buda takes any water under this MOU. Paragraph E.1 describes the rates for the fixed expenses.
- B. Buda may elect to begin taking water under this MOU for delivery during the 2016 calendar year by giving written notice to HCPUA, Kyle and San Marcos. If Buda does so, HCPUA will bill Buda monthly for the fixed expenses described in paragraph A above for the full 2016 year, dividing the annual amount by the number of months remaining in the year.
- C. In addition to the amounts described in paragraphs A and B above, HCPUA will bill Buda monthly based on the volume of water delivered to Buda under this MOU. Of the amounts delivered to Buda each day, the first 500,000 gallons will be deemed to be shared by San Marcos, and the next 500,000 gallons will be deemed to be shared by Kyle for the purpose of determining the rates.
 1. For water delivered via the TWDS to Buda's delivery point on the TWDS (the Buda-TWDS connection), the rate(s) will be charged as described in paragraph E.2.
 2. For water delivered to Buda's connection to the Phase 1A pipeline (the Buda-Phase 1A connection), the rate(s) will be charged as described in paragraph E.3.
- D. Water shared under this MOU will be delivered to Buda either at the Buda-TWDS connection or at the Buda-Phase 1A connection. The amount to be delivered at each of these two connections will be determined by Buda in its sole discretion. The maximum total daily water amount that may be delivered under this MOU via the two connections is 1,000,000 gallons. Buda will coordinate with GBRA and HCPUA to ensure appropriate monitoring of delivered amounts and management of flow controls at the Buda-TWDS connection and at the Buda-Phase 1A connection, respectively, so that the limit on the total daily water amount is not exceeded.

- E. The HCPUA Board of Directors approved the rates to be utilized for water purchased from Kyle and San Marcos and sold to Buda as part of the Agency Water Sharing Program through the adoption of Resolution 20160323-001, included as Attachment A. The rates and corresponding annual adjustments are described below.
1. For 2016 the monthly rates for fixed expenses will be \$21,669 for Kyle and \$13,234.17 for San Marcos. HCPUA will notify Buda each year of any changes in these rates for the subsequent year. The changes will be based on the then-current GBRA raw water rate and the actual debt service for the subsequent year.
 2. For water delivered to the Buda-TWDS connection in 2016, the volume rates will be \$1.56/1,000 gallons for water shared by Kyle, and \$1.34/1,000 gallons for water shared by San Marcos. For 2017 and succeeding years, the volume rates will be adjusted up or down based on annual changes in the Consumer Price Index – All Urban Consumers Index, subject to a maximum annual increase of 2.0%.
 3. For water delivered to the Buda-Phase 1A connection, in addition to the volume rate described in paragraph E.2, a wheeling rate will be charged, along with operations and maintenance rates for the TWDS and the Phase 1A pipeline. In 2016 the wheeling rate will be \$0.30/1,000 gallons. The TWDS operations and maintenance rate will be the then-current rate set annually by the GBRA Board. The Phase 1A pipeline operations and maintenance rate will be the rate set annually by the HCPUA Board. For 2017 and succeeding years, the wheeling rate will be adjusted up or down based on annual changes in the Consumer Price Index – All Urban Consumers Index, subject to a maximum annual increase of 2.0%.
- F. Within five (5) days of the end of each calendar month, Buda shall provide to the HCPUA daily meter readings for the Buda-TWDS connection. The HCPUA will collect the daily readings for the Buda-Phase 1A connection and will utilize both readings to determine monthly invoice amounts in accordance with the calculations provided for in this agreement.
- G. Buda agrees to pay the monthly amounts billed under this MOU to HCPUA within 20 days of receipt. HCPUA agrees in turn to pay these amounts to Kyle and San Marcos (as applicable) within 20 days of receipt of payments from Buda.
- H. Title to all water delivered to Buda at the Buda-TWDS connection under this MOU will transfer to Buda upon delivery. For water delivered to the Kyle delivery point on the TWDS for sharing with Buda, title will be in Kyle from that point to the Phase 1A pipeline connection with Kyle, at which point title will transfer to the HCPUA. Upon delivery to the Phase 1A pipeline connection with Buda, title to the water will transfer to Buda. Kyle will be responsible for maintaining the quality of water while title to the water is in Kyle, and the HCPUA will be responsible for maintaining the quality of water while title to the water is in the HCPUA.
- I. This MOU is intended to be an enforceable agreement to satisfy the requirements of 30 TAC §290.45(f) for Buda's water system during the Interim Period.
- J. This MOU will take effect on the date it is signed by HCPUA, Buda, Kyle and San Marcos, and it will continue in effect until the date of completion of the HCPUA Phase 1 project.

Agreed to and accepted:

Hays Caldwell Public Utility Agency


By: Graham M. Moore, Executive Director

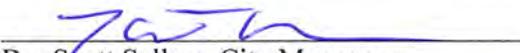
7/27/2016
Date

City of Buda


By: Kenneth Williams, City Manager

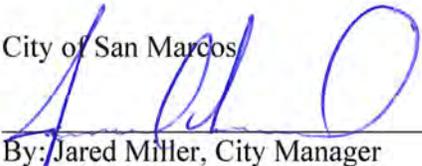
7-27-17
Date

City of Kyle


By: Scott Sellers, City Manager

8-22-16
Date

City of San Marcos


By: Jared Miller, City Manager

08/03/2016
Date

Attachment A

**Hays Caldwell Public Utility Agency
Resolution No. 20160323-001**



RESOLUTION NO. 20160323-001

A RESOLUTION OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY BOARD OF DIRECTORS APPROVING THE RATES TO BE UTILIZED FOR WATER PURCHASED FROM KYLE AND SAN MARCOS AND SOLD TO BUDA AS PART OF THE AGENCY WATER SHARING PROGRAM; AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Hays Caldwell Public Utility Agency (the "Agency") approved the Water Sharing Rules and Procedures in April 2014 through the approval of Resolution 20140423-003.
2. The Agency entered into a letter agreement dated August 26, 2015 with the Guadalupe-Blanco River Authority, the City of Buda (Buda), the City of Kyle (Kyle) and the City of San Marcos (San Marcos) that made available water to Buda on a temporary basis via existing facilities.
3. The Agency is currently designing a pipeline and pump station, jointly the "Phase 1A facilities", to allow water to be shared between Kyle and Buda through new facilities.
4. The Agency retained HDR Engineering, Inc. in August 2015 to develop water rates in support of the Agency's water sharing program.
5. The Agency will develop a Memorandum of Understanding between the Agency, Buda, Kyle and San Marcos to document the water commitments and procedure for shared water.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HAYS CALDWELL PUBLIC UTILITY AGENCY:

SECTION 1. The Agency Board of Directors (the "Board") approves the following rates for water purchased in 2016 from San Marcos and Kyle and sold to Buda as detailed in the HCPUA Interim Rate Study Memo dated March 17, 2016 by HDR Engineering:

- a. Annual take-or-pay charge, for Kyle = \$260,028, for San Marcos = \$158,810
- b. Volume rate based on actual metered water used, for Kyle = \$1.56 per 1,000 gallons, for San Marcos = \$1.34 per 1,000 gallons
- c. Wheeling rate based on actual metered water utilized to the Agency's Phase 1A facilities by Kyle = \$0.30 per 1,000 gallons

- d. The operations and maintenance rate for GBRA for water delivered by Kyle to the Agency's Phase 1A facilities will be at the then current rate set by GBRA
- e. The Agency will set a rate for operations and maintenance of water delivered via the Phase 1A facilities once this infrastructure is in use

SECTION 2. The following annual adjustments will be made to the rates noted in Section 1:

- a. Annual take-or-pay charges: updated annually based on the then current GBRA raw water rate and the actual debt service for that year
- b. Volume rates: updated annually based upon the Consumer Price Index (CPI) - All Urban Consumers index with a maximum annual increase not to exceed 2.0%
- c. Wheeling rate: updated annually based upon the Consumer Price Index (CPI) - All Urban Consumers index with a maximum annual increase not to exceed 2.0%
- d. GBRA O&M rate - based on then current rate set by GBRA
- e. Agency O&M rate - set annually by the Agency Board

SECTION 3. This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED: March 23, 2016



David Wilson
Chair, Board of Directors

ATTEST:



Chris Betz
Secretary, Board of Directors

**Amendment to Memorandum of Understanding Between
Hays Caldwell Public Utility Agency and
The Cities of Buda, Kyle, and San Marcos for Water Supply Sharing**

On or about July 27, 2016, the City of Buda, the City of Kyle, the City of San Marcos, and the Hays Caldwell Public Utility Agency (now Alliance Regional Water Authority, herein referred to as “ARWA”) (collectively, the “Parties”), entered into a Memorandum of Understanding for Water Supply Sharing (the “MOU”). A copy of the MOU is attached hereto as **Exhibit A**. Under the terms of the MOU, ARWA bills Buda each month for fixed expenses incurred by Kyle and San Marcos for certain water supply and facilities capacity committed to Buda under a corresponding agreement known as the GBRA Letter Agreement.

Kyle, San Marcos, and Buda have recently agreed upon an amendment to the GBRA Letter Agreement under which Kyle will no longer commit 0.5 million gallons per day (MGD) in water supply to Buda. Kyle will continue to commit and allow Buda to use 0.5 MGD of capacity in the San Marcos Water Treatment Plant and Treated Water Distribution System. In light of the amendment to the GBRA Letter Agreement, the Parties now desire to amend the terms of the MOU as set forth herein. In consideration of the mutual covenants contained in this Amendment, the Parties agree as follows:

1. The first sentence of Paragraph A to the MOU is reworded to read, **“HCPUA will bill Buda monthly for expenditures (take-or-pay water reservation fees and debt service costs) incurred by San Marcos and for expenditures (debt service costs) incurred by Kyle for the water supply and facilities capacity committed to Buda in the GBRA Letter Agreement, whether or not Buda takes any water under this MOU.”**
2. Except as expressly set forth herein, all provisions of all existing agreements between the Parties remain in full force and effect.
3. This Amendment will take effect on the latest date of execution by any party.

[SIGNATURE PAGE TO FOLLOW]

AGREED TO AND ACCEPTED

CITY OF BUDA

Micah Grau, City Manager

Date

CITY OF SAN MARCOS

Stephanie Reyes, City Manager

Date

CITY OF KYLE

Scott Sellers, City Manager

Date

ALLIANCE REGIONAL WATER AUTHORITY

Graham Moore, Executive Director

Date



CITY OF KYLE, TEXAS

PEC Electrical Infrastructure WWTP Dewatering Facility

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to Pedernales Electric Cooperative, Kyle, TX in an amount not to exceed \$47,143.32 for the installation of electrical infrastructure to provide service to the wastewater treatment plant dewatering facility. ~
Leon Barba, P.E., City Engineer

Other Information: Requested funding is to provide independent electrical power to the wastewater treatment plant's new dewatering facility currently being constructed. PEC will install electric power poles, overhead wires, and pull wiring underground to the newly constructed transformer pad.

Legal Notes: N/A

Budget Information:

ATTACHMENTS:

Description

- QUOTE227803_WO144774
- QUOTE227804_WO144510
- Easement
- UG Agreement



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

QUOTE: 227803

Order Date: 07/01/2022
 Terms: Due Upon Receipt
 Expire Date: 10/01/2022

Contact: I.CABALLERO

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

Account: 917048

Page 1 of 1

Description: WO#144774_CL_GF40_KYLE WWTP_DEWATERING_OH

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

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CIAC-LINE EXTENSIONS	Total Construction-Line Extensions	1.000	EA	18,909.3100	18,909.31	√
	TX-Texas				1,181.83	
	HAY-Hays County				94.55	
	K02-Kyle				283.64	

MESSAGES

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

TOTAL ORDER AMOUNT:

\$ 20,469.33



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

QUOTE: 227804

Order Date: 07/01/2022
 Terms: Due Upon Receipt
 Expire Date: 10/01/2022

Contact: I.CABALLERO

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

Account: 917048

Page 1 of 1

Description: WO#144510_CL_GF40_KYLE WWTP_DEWATERING_UG

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

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CIAC-LINE EXTENSIONS	Total Construction-Line Extensions	1.000	EA	24,641.0900	24,641.09	√
	TX-Texas				1,540.07	
	HAY-Hays County				123.21	
	K02-Kyle				369.62	

MESSAGES

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

TOTAL ORDER AMOUNT:

\$ 26,673.99

UTILITY EASEMENT

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

That _____ THE CITY OF KYLE TEXAS _____, by
(Company Name)

and through _____, in the capacity of _____, and
(Printed Name) (Title)

not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., grant an easement and right-of-way as herein described for the purpose of an electric distribution line consisting of variable number of wires or cables and all necessary or desirable appurtenances over, under, across and upon the following described lands located in Hays County, Texas, to-wit:

Being 0.490 acre of land out of the Robert Carson Survey, Abstract 135, in Hays County, Texas, and being a portion of a called 87.36 acre tract described on Instrument (Deed) recorded in Volume 477, Page 870, in the Official Property Records of Hays County, Texas.

Location of right-of-way and easement hereby conveyed shall be a strip of land variable in width centered on the utility line(s) and associated facilities as is depicted in the attached **Exhibit "A"**.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs, and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

(SIGN AND NOTARIZE ON NEXT PAGE)

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

(Printed Corporate or Business Name)

By: _____
(Printed General Partner or Manager Name)

(Signature)

THE STATE OF TEXAS

COUNTY OF _____

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

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

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

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

_____, 20_____.

Notary Public in and for
The State of Texas

Please Return to:

Pedernales Electric Cooperative, Inc.
Attn: Kyle Planning Department
1810 FM 150
Kyle, Texas 78640

**0.490 ACRE
ELECTRIC EASEMENT
LOCATED IN THE ROBERT CARSON SURVEY, ABSTRACT 135
IN HAYS COUNTY, TEXAS**

FIELD NOTES FOR A 0.490 STRIP OF LAND LOCATED IN THE ROBERT CARSON SURVEY, ABSTRACT 135, IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 87.36 ACRE TRACT DESCRIBED IN A DEED TO THE CITY OF KYLE, TEXAS RECORDED IN VOLUME 477, PAGE 870 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS. SAID 0.490 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED SURVEY EXHIBIT AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE NORTHWEST LINE OF SAID 87.36 ACRE TRACT AND THE SOUTHEAST LINE OF WATERLEAF SUBDIVISION, PHASE A, SECTION 1, OF RECORD IN VOLUME 11, PAGE 1 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "RPLS 1882" FOUND MARKING THE WEST CORNER OF SAID 87.36 ACRE TRACT AND THE SOUTH CORNER OF THE AFOREMENTIONED WATERLEAF SUBDIVISION, PHASE A, SECTION 1 BEARS S 43°21'19" W – 659.11' AND S 45°08'16" W – 34.80';

THENCE N 43°21'19" E – 20.00' WITH THE COMMON LINE BETWEEN SAID 87.36 ACRE TRACT AND SAID WATERLEAF SUBDIVISION, PHASE A, SECTION 1, TO A POINT AT THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "RPLS 4341" FOUND MARKING AN INTERIOR ELL CORNER OF SAID 87.36 ACRE TRACT BEARS N 43°21'19" E – 1588.76';

THENCE THROUGH THE INTERIOR OF SAID 87.36 ACRE TRACT, THE FOLLOWING SEVEN (7) CALLS:

- 1) **S 46°42'00" E – 815.71'** TO A POINT AT AN INSIDE ELL CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 2) **N 43°06'31" E – 312.50'** TO A POINT FOR AN OUTSIDE ELL CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 3) **S 46°42'00" E – 15.00'** TO A POINT FOR THE EAST CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 4) **S 43°06'31" W – 312.50'** TO A POINT FOR AN INSIDE ELL CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 5) **S 46°42'00" E – 2.72'** TO A POINT FOR CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 6) **S 43°21'19" W – 20.00'** TO A POINT AT THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT,
- 7) **N 46°42'00" W – 833.44'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.490 ACRE OF LAND. SURVEYED BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122 ON JULY 12, 2021. BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

RELEASED: AUGUST 9, 2021
REVISED AUGUST 26, 2021: CHANGED A PORTION
OF THE EASEMENT SIZE


WARREN L. SIMPSON, R.P.L.S. 4122

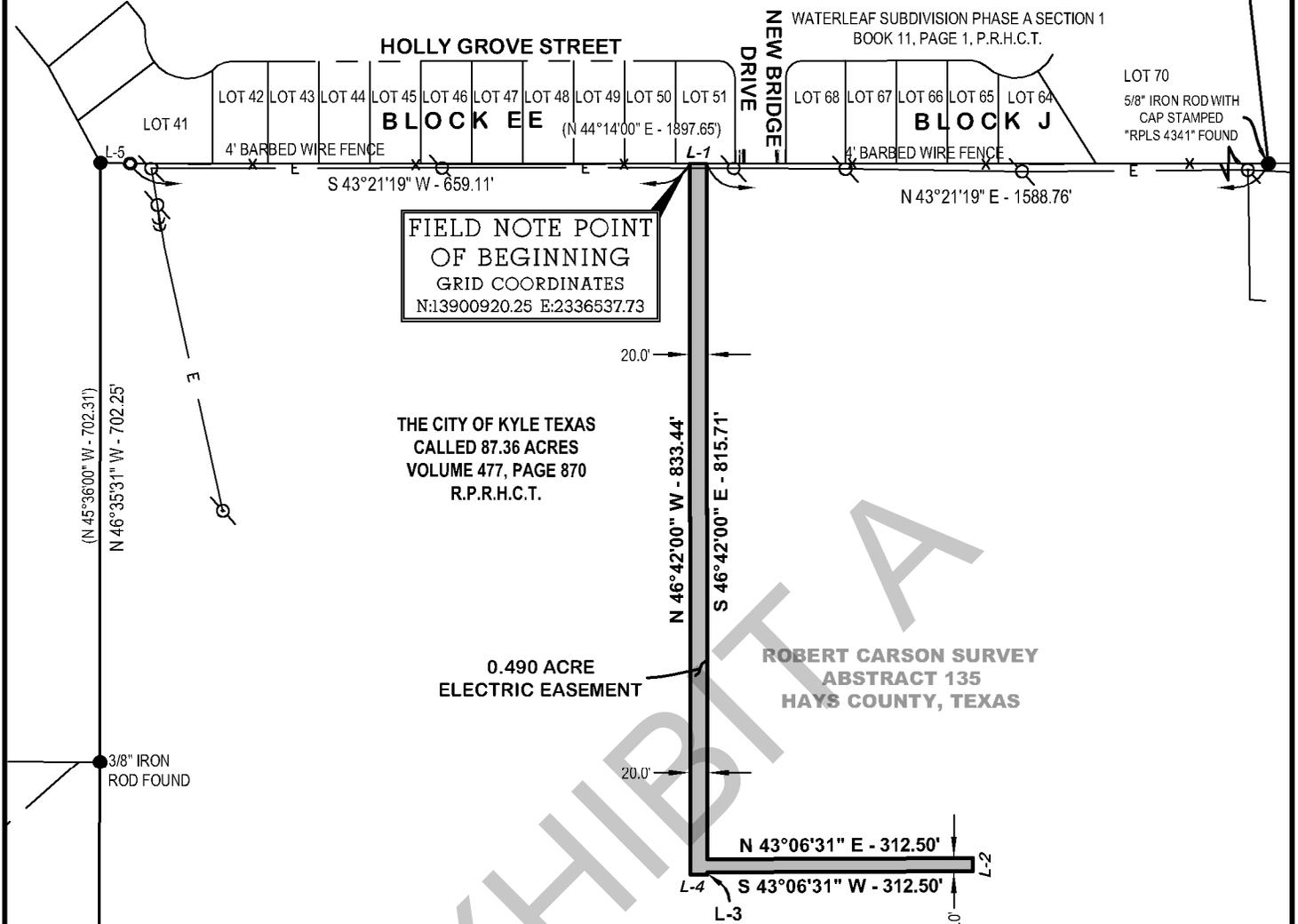
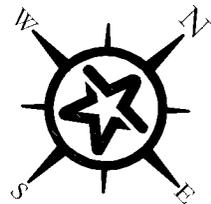


PROJ NO. 1-2890.02
PLAT NO. A3-2013
FIELD NOTE NO. 01
MAP CHECKED ON 08/25/2021 BY JBM

LEGEND

- () = SUBJECT TRACT DEED CALLS
- R.P.R.H.C.T. = REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. = PLAT RECORDS OF HAYS COUNTY, TEXAS
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD WITH CAP STAMPED "RPLS 1882" FOUND (UNLESS OTHERWISE NOTED)
- = GUY WIRE
- = UTILITY POLE
- E— = OVERHEAD ELECTRIC LINE
- X— = FENCE

LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	N 43° 21' 19" E	20.00'
L-2	S 46° 42' 00" E	15.00'
L-3	S 46° 42' 00" E	2.72'
L-4	S 43° 21' 19" W	20.00'
L-5	S 45° 08' 16" W	34.80'
(L-5)	(S 46° 08' 00" W)	(34.78')



SURVEYOR'S NOTES:

SURVEYED: JULY 12, 2021
 RELEASE DATE: AUGUST 09, 2021
 REVISED AUGUST 26, 2021: CHANGED PORTION OF THE EASEMENT SIZE.

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

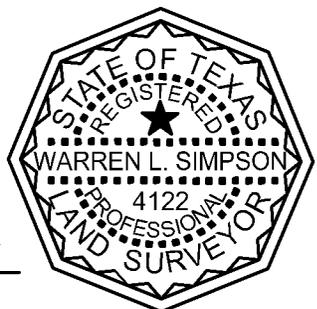
0.490 ELECTRIC EASEMENT LOCATED IN THE ROBERT CARSON SURVEY, ABSTRACT 135, IN HAYS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE, NAVD 88 ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. THE COORDINATES SHOWN HEREON ARE GRID COORDINATES.

© COPYRIGHT ALL RIGHTS RESERVED

Warren L. Simpson
 WARREN L. SIMPSON, R.P.L.S. 4122
 lsimpson@walkerpartners.com



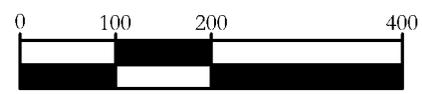
EXHIBIT

OF A 0.490 ACRE ELECTRIC EASEMENT LOCATED IN THE ROBERT CARSON SURVEY, ABSTRACT 135 IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 87.36 ACRE TRACT, DESCRIBED IN A DEED TO THE CITY OF KYLE TEXAS, OF RECORD IN VOLUME 477, PAGE 870 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS



Walker Partners
 engineers ★ surveyors

804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
 Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
 T.B.P.L.S. Registration No. 10194317



GRAPHIC SCALE IN FEET

PLAT NO. A3-2013 PROJ. NO. 1-02890.02 DRAFTED 08/06/2021
 TAB NA F/N NO. 01 FB/PG 3-40/1-2 DRAWN BY IBM
 DWG. NAME 1-02890ESMT - PEC.DWG MAP CHK'D Item # 010

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

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

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

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

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

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

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

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

[NAME OF DEVELOPER]

BY: _____

Name: _____

Title: _____

Pedernales Electric Cooperative, Inc.

BY: Isaac Caballero

Name: Isaac Caballero

Title: Electrical Distribution Designer

EXHIBIT A

EXISTING POLE #316023

OVERHEAD 3 PHASE

TRANSFORMER PAD SPEC 530-030-0911 90"X90"

3-3IN PVC SCH. 40

UG RISER SPEC 560-025 OWNER TO PROVIDE RISER CONDUITS, SCH. 80

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

Refer to full set of PEC Underground Installation Specifications by scanning this QR code or at the following web address: <https://www.pec.coop/construction-development/>



APPROVED FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE		
COK WWTP Dewatering Facility		
6/6/2022	N.T.S.	Page 1 of 1
WO#144774-OH, WO#144510-UG		



CITY OF KYLE, TEXAS

Acceptance of Casetta Ranch Section Four Subdivision

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Approve a resolution of the City Council of the City of Kyle, Texas accepting the Casetta Ranch Section Four 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

Other Information: A final walk-through was completed on July 12, 2022. The punch list items have been completed on the project. The street, drainage, water and wastewater improvements have been completed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond has been provided for a period of two (2) years.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Acceptance Package

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS ACCEPTING CASETTA RANCH SECTION FOUR SUBDIVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Kyle; and

WHEREAS, the subdivision improvements are defined as street, drainage, water and wastewater systems installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

WHEREAS, the contractor has also provided the City a two (2) year maintenance bond in an amount of thirty five percent (35%) of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS hereby accepts the public improvements and certifies completion of the improvements for Casetta Ranch Section Four. The current maintenance surety is hereby \$510,105.63 being thirty five percent of the total cost of required improvements, to be held for two years from this date.

SECTION 1. That the subdivision improvements within Casetta Ranch Section Four are hereby accepted for operation and maintenance.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the ____ day of _____, 2022.

CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

EXHIBIT A

STAFF ACCEPTANCE MEMO



CITY OF KYLE

100 W. Center St.
Office (512) 262-1010

Kyle, Texas 78640
Fax (512) 262-3915

MEMORANDUM

TO: Jerry Hendrix, Acting City Manager

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

DATE: July 25, 2022

SUBJECT: Casetta Ranch Section Four
Final Acceptance

The referenced subdivision is recommended for acceptance by the City of Kyle.

A final walkthrough was completed on July 12, 2022. The punch list items have been completed on the project. The street, drainage, water and wastewater improvements have been constructed in substantial accordance with the City's requirements. Record drawings have been provided to the City.

A Maintenance Bond (Westfield Insurance Company – Bond No. 237697G) in the amount of \$510,105.632 has been provided for a period of two (2) years.

Please let me know if you need any additional information.

Xc: Harper Wilder, Public Works Dept.
Perwez Moheet, Finance Dept.
Debbie Guerra, Planning and Zoning



July 12, 2022

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

RE: Casetta Ranch Phase 4 Concurrence Letter

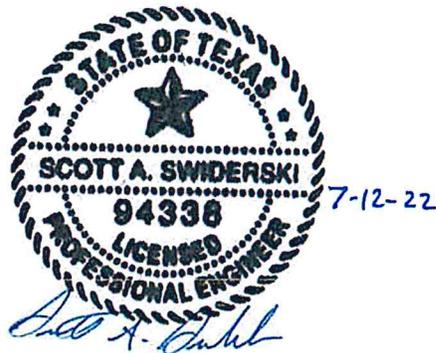
Dear City of Kyle Staff,

On July 12, 2022, I, the undersigned Professional Engineer in the state of Texas, or my representative, made a final visual inspection of the Casetta Ranch Section 4 construction project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly as well as joint site visit(s) conducted with City of Kyle staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the construction project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits. I, therefore, recommend acceptance of this project by City of Kyle.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.


Scott Swiderski, P.E.
Project Manager



cc: Leon Barba, City of Kyle
Philip Preslar, City of Kyle
Jeremy Jesse, Brohn Homes

EXHIBIT B

MAINTENANCE BOND

MAINTENANCE BOND

Bond No.: 237697G

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto City of Kyle as Obligee, in the sum of Five Hundred Ten Thousand One Hundred Five And 63/100 (\$510,105.63) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Casetta Ranch Section 4

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Casetta Ranch Section 4 - Water, Wastewater, Drainage, Erosion Control & Street Improvements.

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 16th day of June, 2022.

JL Gray Construction, Inc.
Principal

By:  _____
BRAD LEWIS

Westfield Insurance Company
Surety

Seal

Local Recording Agency:
K & S Insurance
P O Box 277
Rockwall, TX 75087

By:  _____
Jay Jordan, Attorney-in-fact

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4220012 14

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH,
JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such Instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of June A.D., 2022 .



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CASSETTA RANCH SECTION 4 IMPROVEMENTS

FINAL COST AND QUANTITIES FOR CITY OF KYLE
28-Apr-22

WATER IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8-INCH C-900, CL 235 WATERLINE	3,129	LF	\$ 28.50	\$ 89,176.50
2	8-INCH GATE VALVE W/BOX & COVER	6	EA	\$ 1,600.00	\$ 9,600.00
3	FIRE HYDRANT AND ASSEMBLY & VALVE	6	EA	\$ 4,475.00	\$ 26,850.00
4	DOUBLE WATER SERVICE	38	EA	\$ 1,550.00	\$ 58,900.00
5	SINGLE WATER SERVICE	10	EA	\$ 1,140.00	\$ 11,400.00
6	2-INCH FLUSHING ASSEMBLY	1	EA	\$ 3,500.00	\$ 3,500.00
7	8-INCH WET CONNECTION	1	EA	\$ 950.00	\$ 950.00
8	3-4" IRRIGATION SLEEVES	120	LF	\$ 26.25	\$ 3,150.00
9	TRENCH SAFETY	3,129	LF	\$ 1.15	\$ 3,598.35
10	WATER MATERIAL INCREASE	1	LS	\$ 26,422.33	\$ 26,422.33
SUBTOTAL WATER IMPROVEMENTS					\$ 233,547.18

WASTEWATER IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
11	8-INCH PVC SDR26 SEWER MAIN (ALL DEPTHS)	1,250	LF	\$ 28.40	\$ 35,500.00
12	4-FT DIAMETER SEWER MANHOLE (ALL DEPTHS)	5	EA	\$ 4,200.00	\$ 21,000.00
13	SINGLE WASTEWATER SERVICE	10	EA	\$ 1,150.00	\$ 11,500.00
14	DOUBLE WASTEWATER SERVICE	18	EA	\$ 1,540.00	\$ 27,720.00
15	ADJUST EXISTING MANHOLE	1	EA	\$ 850.00	\$ 850.00
16	ADJUST EXISTING WASTEWATER SERVICES	3	EA	\$ 325.00	\$ 975.00
17	TRENCH SAFETY	1,250	LF	\$ 2.25	\$ 2,812.50
18	WASTEWATER MATERIAL INCREASE	1	LS	\$ 12,700.66	\$ 12,700.66
SUBTOTAL WASTEWATER IMPROVEMENTS					\$ 113,058.16

DRAINAGE IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
19	3'X2' RCB CLIII	288	LF	\$ 190.00	\$ 54,720.00
20	42" RCP STORM PIPE CLIII	11	LF	\$ 162.00	\$ 1,782.00
21	36" RCP STORM PIPE CLIII	417	LF	\$ 106.75	\$ 44,514.75
22	30" RCP STORM PIPE CLIII	259	LF	\$ 76.75	\$ 19,878.25
23	24" RCP STORM PIPE CLIII	356	LF	\$ 60.00	\$ 21,360.00
24	18" RCP STORM PIPE CLIII	613	LF	\$ 46.00	\$ 28,198.00
25	10' CURB INLET, PER EACH, Complete and in place	17	EA	\$ 4,650.00	\$ 79,050.00
26	10' GRATE CURB INLET	1	EA	\$ 8,500.00	\$ 8,500.00
27	5' STORM MANHOLE	6	EA	\$ 3,725.00	\$ 22,350.00
28	4' STORM MANHOLE	1	EA	\$ 2,775.00	\$ 2,775.00
29	MORTARED ROCK RIPRAP	41	SY	\$ 165.00	\$ 6,765.00
30	3'X2' HEADWALL	2	EA	\$ 14,950.00	\$ 29,900.00
31	4' TRICKLE CHANNEL	145	LF	\$ 45.00	\$ 6,525.00
SUBTOTAL DRAINAGE IMPROVEMENTS					\$ 326,318.00

EROSION CONTROL IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
32	SILT FENCE	1,412	LF	\$ 2.60	\$ 3,671.20
33	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 950.00	\$ 950.00
34	CONCRETE WASHOUT BASIN	1	EA	\$ 600.00	\$ 600.00
35	DIVERSION DIKE	190	LF	\$ 4.75	\$ 902.50
36	INLET PROTECTION	18	EA	\$ 78.50	\$ 1,413.00
37	REVEG OF CHANNEL AND OPEN SPACES	2,021	SY	\$ 1.35	\$ 2,728.35
SUBTOTAL EROSION CONTROL IMPROVEMENTS					\$ 10,265.05

STREET IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
38	ROW AND ALLEY CLEARING AND GRUBBING	4	AC	\$ 112.00	\$ 479.36
39	LIME STABILIZED SUBGRADE	12,285	SY	\$ 7.40	\$ 90,909.00
40	FLEXIBLE BASE 8-INCH	12,285	SY	\$ 10.05	\$ 123,464.25
41	HMAC, 2-INCH THICKNESS, TYPE D	8,873	SY	\$ 10.65	\$ 94,497.45
42	TYPE 1 DRIVEWAY (12' WIDE)	1	EA	\$ 2,750.00	\$ 2,750.00
43	STANDARD CURB AND GUTTER	6,154	LF	\$ 15.40	\$ 94,771.60
44	CONCRETE TURNAROUND	124	SY	\$ 85.00	\$ 10,540.00
45	CONCRETE POND ACCESS ROAD	265	SY	\$ 85.00	\$ 22,525.00
46	SIGNAGE AND PAVEMENT MARKINGS	1	LS	\$ 4,550.00	\$ 4,550.00
47	REVEG OF ROW	10,476	SY	\$ 1.35	\$ 14,142.60
48	REINFORCED CONCRETE VALLEY GUTTER	2	EA	\$ 5,750.00	\$ 11,500.00
49	BLOCK CLEARING AND GRUBBING	14	AC	\$ 6,400.00	\$ 86,400.00
50	BLOCK EXCAVATION	8,503	CY	\$ 2.75	\$ 23,383.25
51	BLOCK EMBANKMENT	21,630	CY	\$ 2.25	\$ 48,667.50
52	BLOCK SEEDING	14	AC	\$ 905.00	\$ 12,217.50
53	RAMPS (TYPE 1)	12	EA	\$ 1,150.00	\$ 13,800.00
54	4' SIDEWALK	3,404	SF	\$ 6.75	\$ 22,977.00

CASETTA RANCH SECTION 4 IMPROVEMENTS

FINAL COST AND QUANTITIES FOR CITY OF KYLE

28-Apr-22

56	4' CONCRETE FLUME	2	EA	\$ 4,895.00	\$ 9,790.00
57	8' CONCRETE URBAN TRAIL	2,097	SF	\$ 8.50	\$ 17,824.50
58	MLA MATERIAL TESTING PACKAGE	1	LS	\$ 26,675.00	\$ 26,675.00
59	STREET EXCAVATION	11,791	CY	\$ 2.75	\$ 32,425.25
82	STREET EMBANKMENT	2,798	CY	\$ 2.25	\$ 6,295.50
83	DEMO ROCK RIPRAP	56	SY	\$ 14.50	\$ 812.00
84	DEMO SIDEWALK AND TRICKLE CHANNEL	133	SY	\$ 21.50	\$ 2,859.50
SUBTOTAL STREET IMPROVEMENTS					\$ 774,256.26

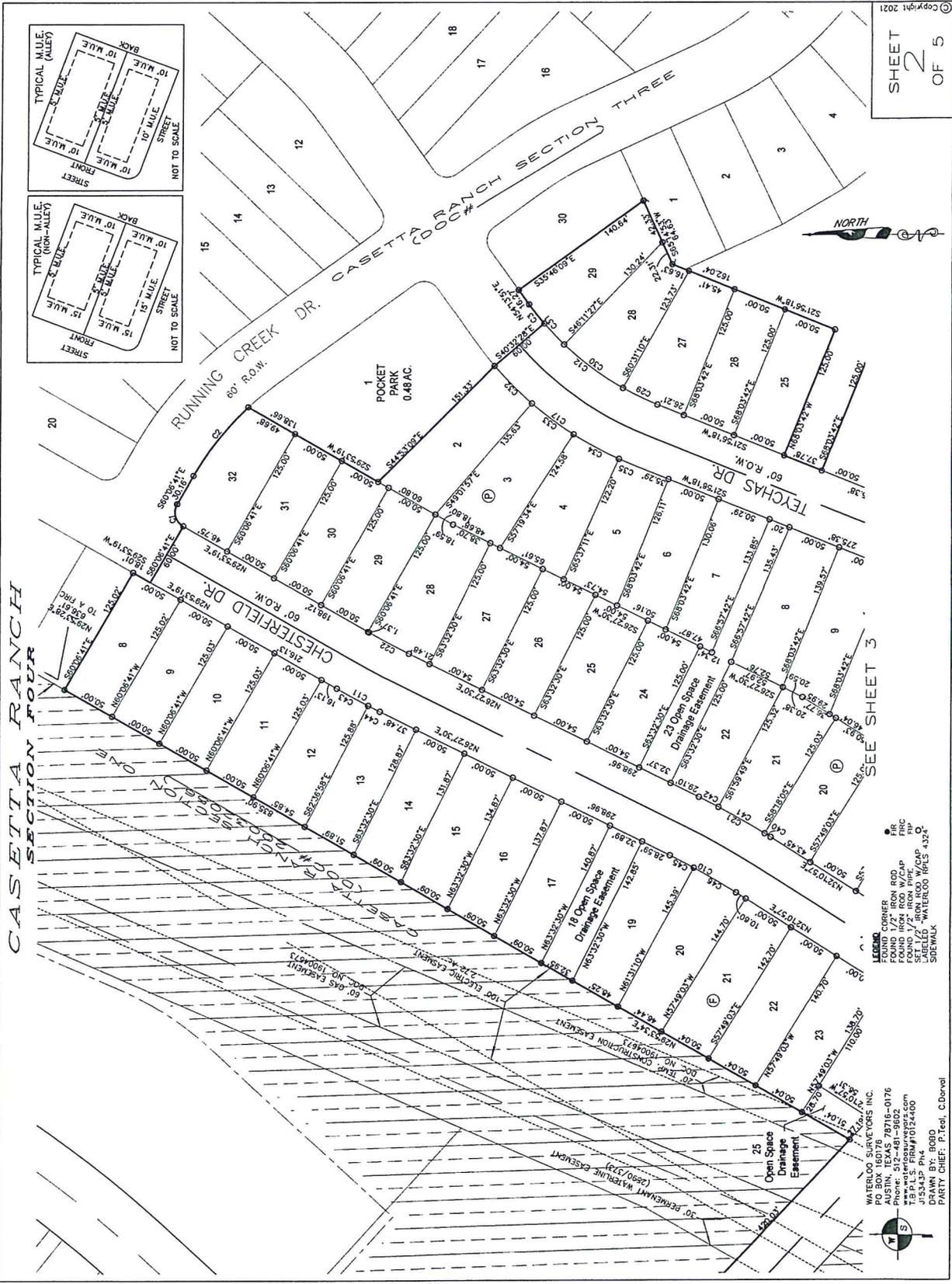
CITY OF KYLE (TOTAL CONSTRUCTION COSTS)		COST AMOUNT
ITEM	DESCRIPTION	
1	WATER IMPROVEMENTS	\$233,547.18
2	WASTEWATER IMPROVEMENTS	\$113,058.16
3	DRAINAGE IMPROVEMENTS	\$326,318.00
4	EROSION CONTROL IMPROVEMENTS	\$10,265.05
5	STREET IMPROVEMENTS	\$774,256.26

TOTAL	\$1,457,444.65
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2 years @ 35% \$ 510,105.63

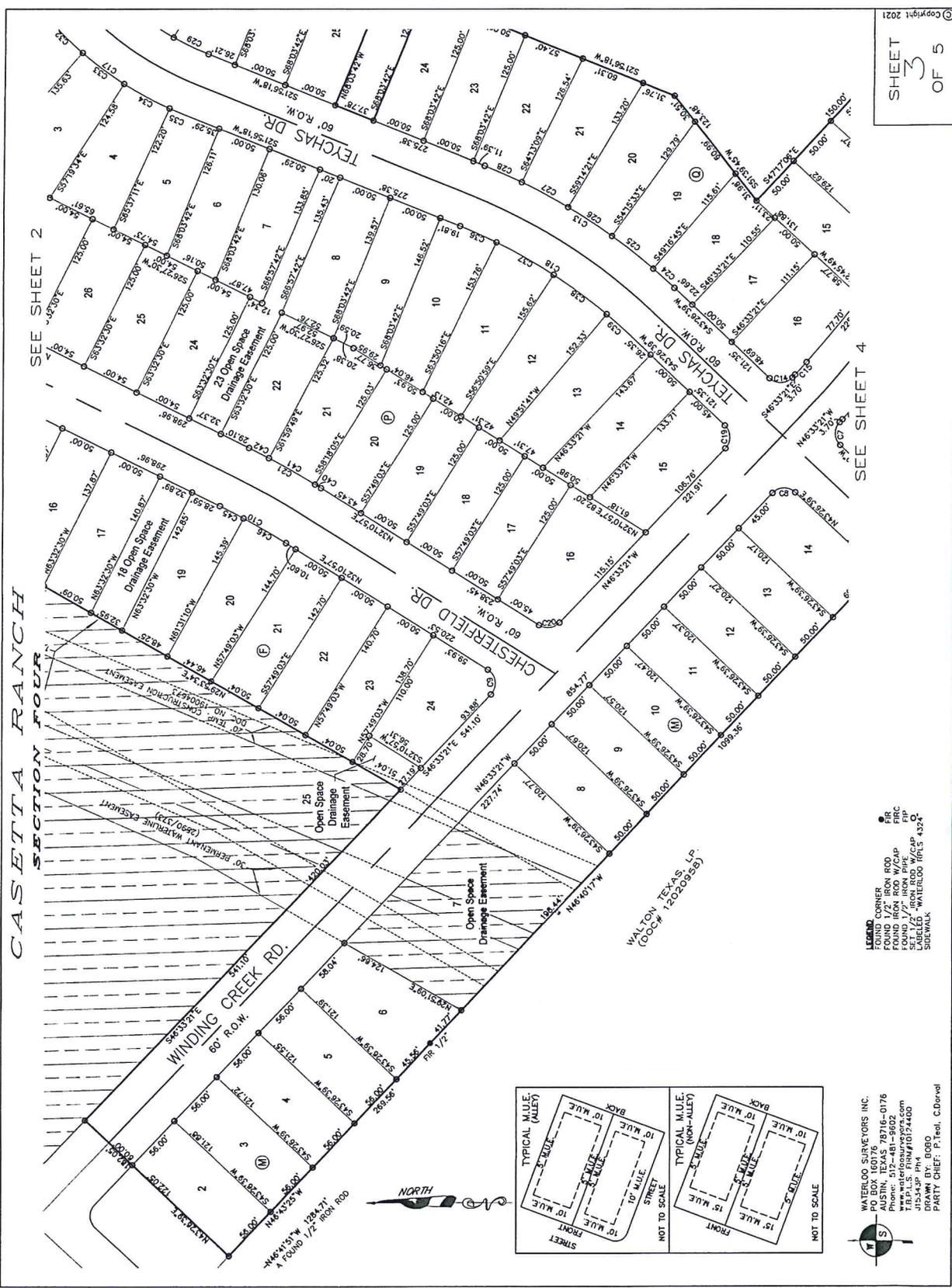
EXHIBIT C

SUBDIVISION MAP



SEE SHEET 3

WATERLOO SURVEYORS INC.
 PO BOX 16078
 AUSTIN, TEXAS 78716-0176
 Phone: 512-481-9602
 FAX: 512-481-9602
 T.E.P.L.S. - FRM#1012400
 JUS343P Ph.4
 DATE: 01/11/2021
 PARTY CHIEF: P. Ted, C. Derrel



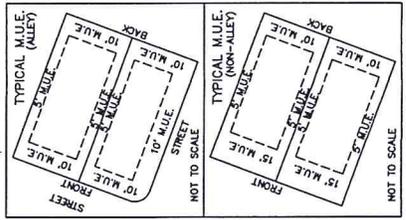
SEE SHEET 2

SEE SHEET 4

Copyright 2021
 SHEET 5
 OF 5

CASSETTA RANCH
 SECTION FOUR

LEGEND
 FOUND CORNER
 FOUND IRON ROD
 FOUND IRON ROD W/CAP
 FOUND 1/2" IRON PIPE
 T.B.P. P.L.S. FROM 1072.400'
 JDS:JSP PH 4
 DRAWN BY: EGOB
 PARTY CHIEF: P. Reed, C.D. Reed



WATERLOO SURVEYORS INC.
 PO BOX 60776
 AUSTIN, TEXAS 78716-0776
 Phone: 512-481-8602
 FAX: 512-481-8602
 T.B.P. P.L.S. FROM 1072.400'
 JDS:JSP PH 4
 DRAWN BY: EGOB
 PARTY CHIEF: P. Reed, C.D. Reed



CITY OF KYLE, TEXAS

Approve a License Agreement on South Goforth Road Right of Way

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consider approval of a license agreement on South Goforth Road right of way. ~ *Leon Barba, P.E., City Engineer*

Other Information: Yarrington Road Materials (YRM) has an existing 4" waterline that connects one of their ponds with their existing concrete batch plant. The new extension of South Goforth Road crosses over this waterline and YRM wants to continue using this waterline. A license agreement is required in order to maintain this waterline crossing in the new South Goforth Road right of way.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- License Agreement - FM 158 Land, LTD
- Exhibit A - Metes and Bounds/Map
- Exhibit B - Plan and Profile Sheet
- Yarrington Subdivision Plat

COUNTY OF HAYS)

CITY OF KYLE)

THIS LICENSE AGREEMENT (hereinafter, the “Agreement”) entered into this _____ day of _____, 2022, by and among the CITY OF KYLE, a home-rule municipal corporation and political subdivision of the State of Texas situated in Hays County, Texas (the “City”), and FM 158 Land, LTD., a Limited Company formed under the laws of Texas (hereinafter, “Licensee,” and the City and the Licensee are referred together as the “Parties”).

RECITALS

WHEREAS, The City and the Licensee desire to establish the terms and conditions whereby the Licensee may enter upon the property of the City to construct a waterline under the City’s right-of-way.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

1. Purpose of the Agreement.

- a. The City hereby grants to Licensee permission to enter upon the property described in greater detail in **Exhibit A** (the “Property”) for the purpose of constructing, placing, installing, and maintaining a four inch encased water line under the City’s Goforth Road right-of-way at the depth, length, and other specifications shown on **Exhibit B** (hereinafter, the “Waterline”). The City grants this permission solely to the extent of its right, title, and interest in the property without any express or implied warranties.
- b. The City hereby grants to the Licensee permission to enter the Property to coordinate the construction of the Waterline and upon completion of the Waterline, Licensee is further permitted to enter the Property for the purposes of long-term operations, maintenance and repairs of the Waterline as contemplated herein.
- c. Licensee agrees that: (a) the construction of the Waterline permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; and (b) that all construction and installation of the Waterline will be completed in a timely manner without delay.
- d. The plans and specifications for the Waterline will be approved by the City.
- e. Any provision herein to the contrary notwithstanding, Licensee shall cause any contractor, subcontractor, agent, or assign installing the Waterline be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Waterline permitted under this Agreement.

2. Annual Fee. No annual fee shall be due in connection with this Agreement.

3. City’s Rights to Licensed Property.

- a. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

4. Insurance

- a. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than one million and No/100 Dollars (\$1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement and to the installation of the Waterline. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each policy or a certificate of insurance evidencing such coverage shall

be delivered to the City within thirty (30) days from the Effective Date of this Agreement.

- b. So long as Licensee is using the Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the City have received written notice as evidenced by a return receipt of registered or certified mail.
- c. Licensee shall further, in Licensee's written agreement with the any contractor utilized in the furtherance of the Agreement, cause those contractor to indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the construction or installation of the Waterline or use of the Property. A copy of such executed agreement shall be delivered to the City before the Licensee their contractor(s) begins work on the construction of the Waterline.

5. Indemnification.

- a. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."
- b. Licensee in shall require of contractors used in the furtherance of the Agreement to indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

6. Conditions.

- a. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Waterline as well as all damage to or repair of the Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.
- b. Maintenance. Licensee shall maintain the Waterline in good condition and making any necessary repairs to the Waterline at its own expense until the Waterline are accepted by the City.
- c. Licensee will acquire permission prior to installing the Waterline and prior to any subsequent entrances onto the Property in furtherance of the Agreement.

7. Notices shall be mailed to the addresses designated and shall be deemed received when sent postage prepaid, U.S. Mail, to the following addresses:

City:
City of Kyle
Attn: City Manager
Scott Sellers
100 W. Center St
Kyle, Texas 78640

with a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:

FM 158 Land, LTD

PO Box 5555

Austin, TX 78763

8. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.
9. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.
10. Commencement and Termination.
 - a. This Agreement shall begin with the effective date set forth above and continue thereafter until terminated. If the Licensee abandons construction or maintenance of all or any part of the Waterline or Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall have the right to enter the Licensed Property and terminate the rights of the Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City depending on the nature of the installation.
 - b. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Waterline, that it made from the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
 - c. Termination by the City. Subject to written notification to the Licensee or its successor in interest, the Agreement is revocable by the City if:
 - i. The Waterline, or a portion of it, constitutes a danger to the public which the City deems not remediable by alteration or maintenance of the Waterline;
 - ii. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
 - iii. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or indemnification requirements specified herein.
11. Interpretation. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
12. Application of Law. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.
13. Venue. Venue for all lawsuits concerning this Agreement will be in Hays County, Texas.
14. Covenant Running with the Land; Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either

party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

15. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.
16. Power and Authority.
 - a. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
 - b. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

[signature pages follow]

ACCEPTED this the _____ day of _____, 2022.

**THE CITY:
CITY OF KYLE**

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

LICENSEE:

BY: *Edward R. Coleman*

NAME: Edward R. Coleman, Authorized Member

TITLE: of H & R Land Development, LLC, General Partner
for FM 158 Land, Ltd.

ATTEST:

BY: *John Petersen*

NAME: _____

TITLE: *Vice President of Operations & Development*

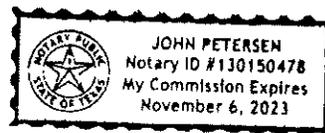


EXHIBIT A
(Metes and Bounds)

EXHIBIT B
(Plan)

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709

512-202-8631

earllysurveying.com

TBPELS Firm No. 10194487

0.024 ACRES

HAYS COUNTY, TEXAS

A DESCRIPTION OF 0.024 ACRES (APPROXIMATELY 1,050 SQ. FT.) IN THE JAMES W. WILLIAMS SURVEY NO. 11 IN HAYS COUNTY, TEXAS, BEING A PORTION OF SOUTH GOFORTH ROAD (70' RIGHT-OF-WAY WIDTH) DEDICATED WITH THE PLAT OF YARRINGTON INDUSTRIAL SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 22012721 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.024 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southeast right-of-way line of South Goforth Road, being in the northwest line of a 468.288 acre tract described in Volume 2702, Page 613 and Volume 2703, Page 666, of the Deed Records of Hays County, Texas, from which a 1/2" rebar with "Early Boundary" cap set in the southeast right-of-way line of South Goforth Road, being the southwest corner of Lot 3 of said Yarrington Industrial Subdivision, being also in the northwest line of the said 468.288 acre tract, bears North 43°16'02" East, a distance of 75.13 feet;

THENCE South 43°16'02" West, with the southeast right-of-way line of South Goforth Road and the northwest line of the said 468.288 acre tract, a distance of 15.00 feet to a calculated point, from which a 1/2" rebar with "SAM" cap found at the intersection of the southeast right-of-way line of South Goforth Road and the northeast right-of-way line of Yarrington Road (right-of-way width varies) as described in Volume 4881, Page 161 of the Deed Records of Hays County, Texas, being also in the northwest line of the said 468.288 acre tract, bears South 43°16'02" West, a distance of 54.30 feet;

THENCE North 46°37'22" West, crossing South Goforth Road, a distance of 70.00 feet to a calculated point in the northwest right-of-way line of South Goforth Road, from which a 1/2" rebar with "Early Boundary" cap set at the intersection of the northwest right-of-way line of South Goforth Road and the northeast right-of-way line of Yarrington Road, bears South 43°16'02" West, a distance of 54.03 feet;

THENCE North 43°16'02" East, with the northwest right-of-way line of South Goforth Road, a distance of 15.00 feet to a calculated point, from which a 1/2" rebar with "Early

Page 2

Boundary" cap set for a point of curvature in the northwest right-of-way line South Goforth Road, bears North 43°16'02" East, a distance of 74.99 feet;

THENCE South 46°37'22" East, crossing South Goforth Road, a distance of 70.00 feet to the **POINT OF BEGINNING**, containing 0.024 acres of land, more or less.

Surveyed on the ground on August 30, 2021.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1006-019-LA1



Joe Ben Early, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016

7/13/22

Date



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.024 ACRES (APPROXIMATELY 1,050 SQ. FT.) IN THE JAMES W. WILLIAMS SURVEY NO. 11 IN HAYS COUNTY, TEXAS, BEING A PORTION OF SOUTH GOFORTH ROAD (70' RIGHT-OF-WAY WIDTH) DEDICATED WITH THE PLAT OF YARRINGTON INDUSTRIAL SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 22012721 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°16'02"W	15.00'
L2	N46°37'22"W	70.00'
L3	N43°16'02"E	15.00'
L4	S46°37'22"E	70.00'
L5	S43°16'02"W	54.30'
L6	S43°16'02"W	54.03'

LEGEND

- ^{SAM} 1/2" REBAR WITH "S.A.M." CAP FOUND
- 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
- △ CALCULATED POINT
- () RECORD INFORMATION



7/13/22

DATE OF SURVEY: 8/30/21
 PLOT DATE: 07/13/22
 DRAWING NO.: 1006-019-LA1
 DRAWN BY: TFM
 SHEET 1 OF 2

EARLY LAND SURVEYING, LLC

P.O. BOX 92588
 AUSTIN, TX 78709
 512-202-8631
 FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1006-019-LA1



1" = 60'

F.M. 158 LAND, LTD.
PORTION OF
132.101 ACRES
(2702/613)
(2703/666)

F.M. 158 LAND, LTD.
468.288 ACRES
(2702/613)
(2703/666)

LOT 3
YARRINGTON INDUSTRIAL
SUBDIVISION
(22012721)

SOUTH GOFORTH ROAD
70' R.O.W. (22012721)

0.024 ACRES
APPROX. 1,050
SQ. FT.

N43°16'02"E
74.99'

N43°16'02"E
75.13'

P.O.B.

L4

L2

L5

L6

S43°16'02"W 17.65'
(S43°17'18"W 17.65')

SAM

HAYS COUNTY, PART 2 - 0.315 ACRES (4881/161)

COUNTY OF HAYS, TEXAS 0.640 ACRES (1649/83)

YARRINGTON ROAD
(R.O.W. WIDTH VARIES)
(1649/83) (4881/161)
(5090/263)

HAYS COUNTY 1.820 AC.
(1649/83)

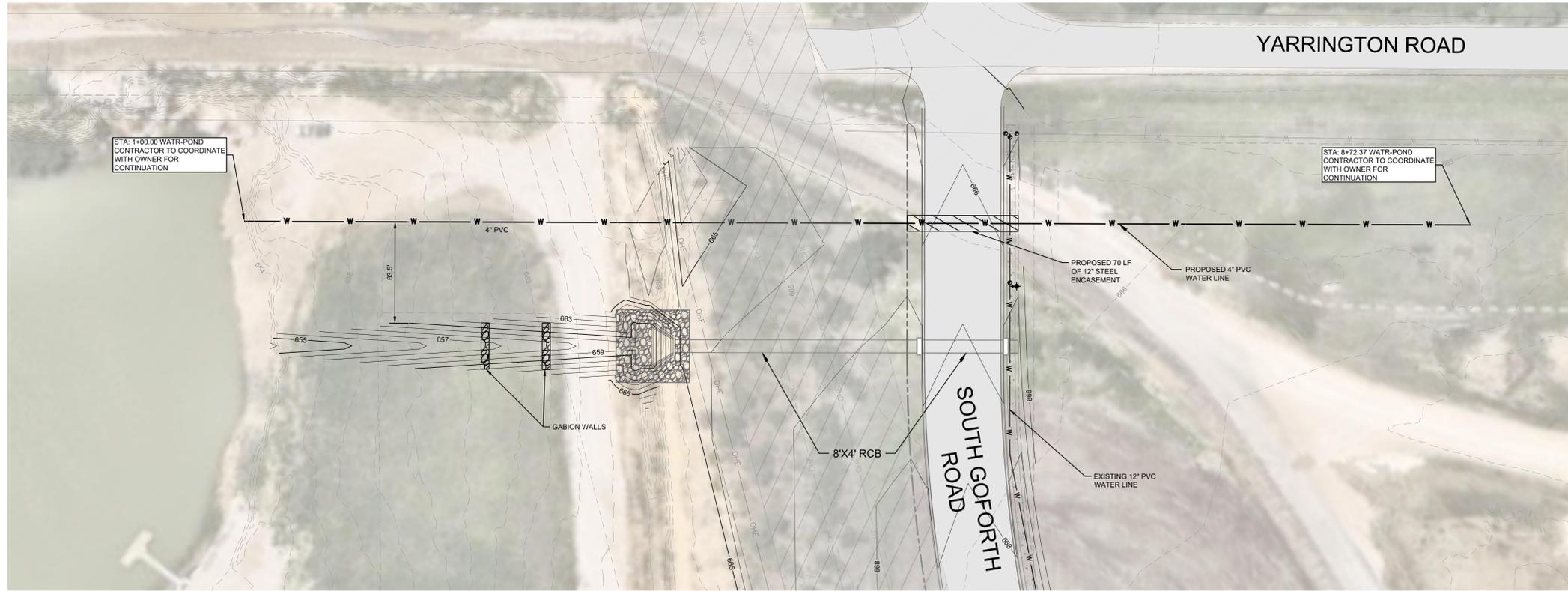
YARRINGTON ROAD
(R.O.W. WIDTH VARIES)
(1649/83)(4881/161)
(5090/263)



Handwritten signature
7/13/22

DRAWING NO.: 1006-019-LA1
SHEET 2 OF 2

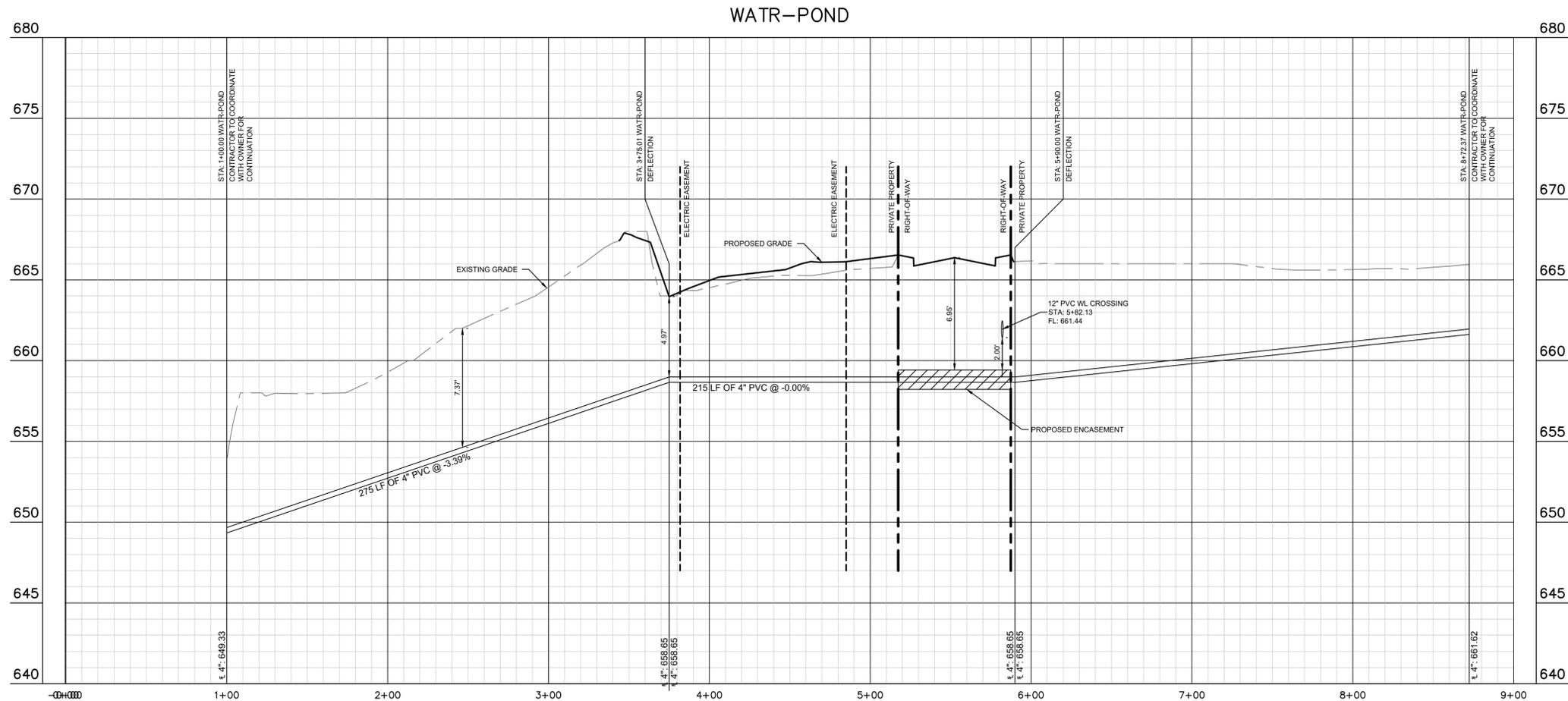
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 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRAPHIC SCALE 40'

LEGEND

	PROPERTY LINE
	PROPOSED WASTEWATER LINE
	PROPOSED WATER LINE
	PROPOSED WASTEWATER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED STORM DRAIN LINE
	EXISTING STORM DRAIN INLET
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING WASTEWATER LINE
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING WASTEWATER MANHOLE



BENCHMARKS

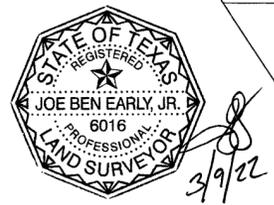
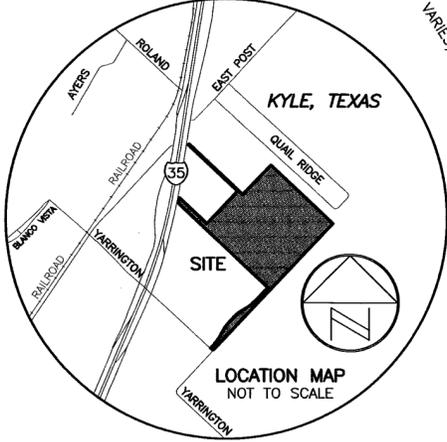
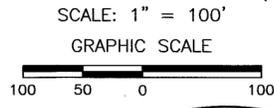
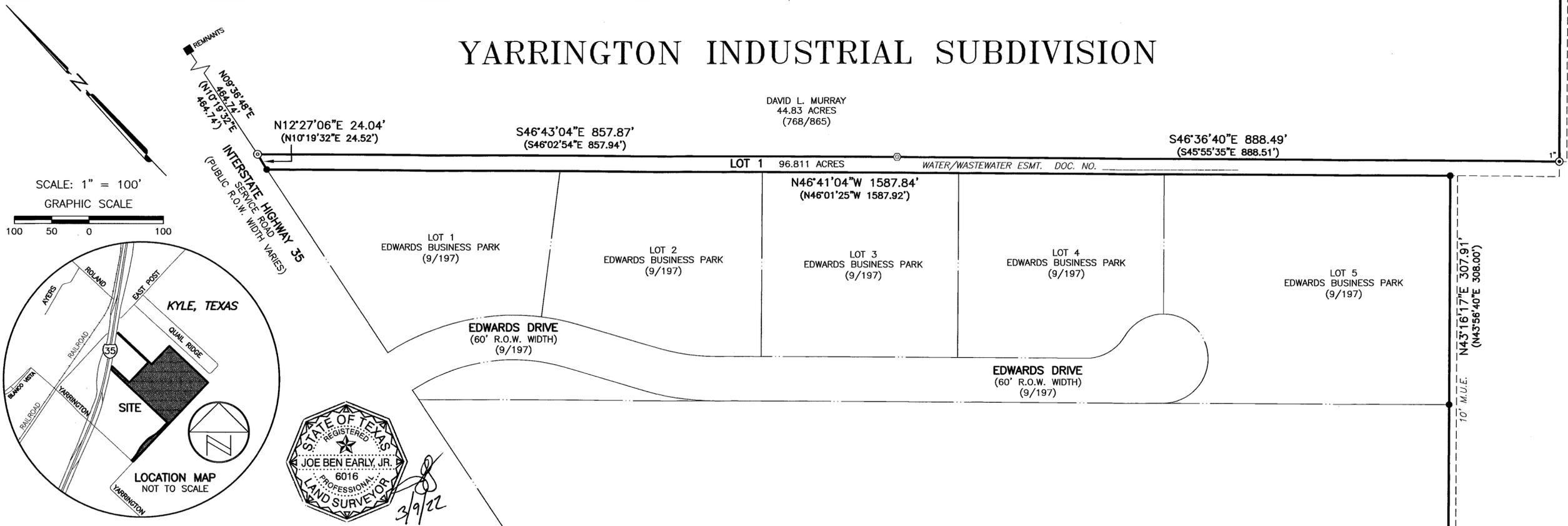
BM #1: 886' SOUTHEAST OF A BILLBOARD LOCATED ALONG THE SOUTHEAST SIDE OF THE I-35 ACCESS ROAD FRONTING THE TRACT

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

	<p>WATER LINE EXHIBIT</p> <p>ALLIANCE YARRINGTON INDUSTRIAL CITY OF KYLE HAYS COUNTY, TEXAS</p>
<p>CS#1</p>	<p>06/15/2022 SJA</p>
<p>06/22/2022</p>	<p> KHA PROJECT: 067548021 DATE: June 22 SCALE: AS SHOWN DESIGNED BY: ABG DRAWN BY: SJA CHECKED BY: BLG </p>
<p>REV. NO.</p>	<p>REVISIONS</p>
<p>DATE</p>	<p>BY</p>

YARRINGTON INDUSTRIAL SUBDIVISION

DAVID L. MURRAY
44.83 ACRES
(768/865)



SURVEYOR:
JOE BEN EARLY, JR., R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6016
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
FIRM NO. 10194487

OWNERS:
YARRINGTON LOGISTICS OWNER, LP
820 GESSNER ROAD STE 1000
HOUSTON, TX 77024

ENGINEER:
BENJAMIN L. GREEN, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 132190
KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY,
BUILDING 2 SUITE 100,
AUSTIN, TX 78735
512 646 2243
TBPELS FIRM NO. 928

ACREAGE: 110.923 ACRES
SURVEY: JAMES W. WILLIAMS SURVEY NO. 11, ABS. 473
NUMBER OF LOTS & PROPOSED USE: 4
DATE OF SURVEY: 3/9/22

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
 - ⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)
 - ⊕ ALUMINUM FENCE POST FOUND
 - REMNANTS OF A CONCRETE HIGHWAY MONUMENT FOUND
 - ▲ 60D NAIL WITH "BRYN" WASHER IN POST FOUND
 - ⊗ 4" CEDAR FENCE POST FOUND
 - ⊗ COTTON SPINDLE WITH "EARLY BOUNDARY" WASHER SET
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - M.U.E. MUNICIPAL UTILITY EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - W.L.E. WATERLINE EASEMENT
 - () RECORD INFORMATION

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN ASPHALT DRIVE APPROX. 886' SOUTHEAST OF A BILLBOARD LOCATED ALONG THE SOUTHEAST SIDE OF THE I-35 ACCESS ROAD FRONTING THE SUBJECT TRACT.

SURFACE COORDINATES:
N 13896783.07
E 2324889.93

TEXAS STATE PLANE COORDINATES:
N 13894976.73
E 2324587.74

ELEVATION = 676.45'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999870017
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000130
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 0°03'04"

PROJECT NO.:
1006-019

DRAWING NO.:
1006-019-PL1

PLOT DATE:
3/9/22

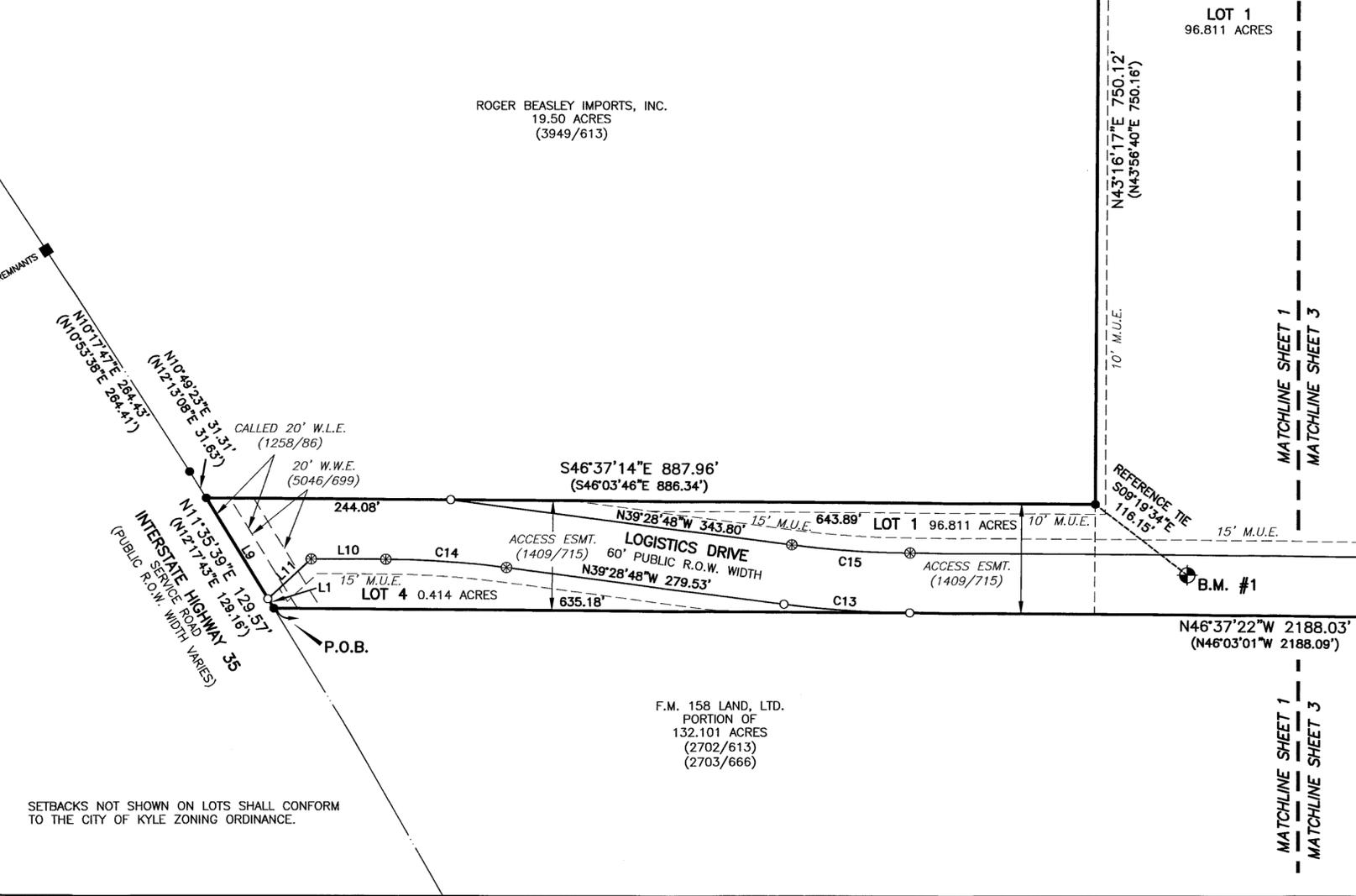
PLOT SCALE:
1" = 100'

DRAWN BY:
MAW & JBE

SHEET
1 OF 5

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

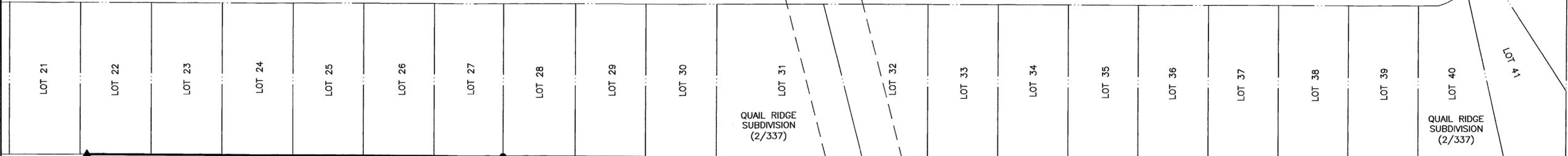
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487



MATCHLINE SHEET 1
MATCHLINE SHEET 2
MATCHLINE SHEET 1
MATCHLINE SHEET 3
MATCHLINE SHEET 1
MATCHLINE SHEET 3
MATCHLINE SHEET 1
MATCHLINE SHEET 3

YARRINGTON INDUSTRIAL SUBDIVISION

QUAIL RIDGE DRIVE



DAVID L. MURRAY
44.83 ACRES
(768/865)

10' M.U.E.

N43°17'48"E 961.51'
(N43°57'54"E 961.80')

10' M.U.E.

565.10' 10' M.U.E.

S46°37'35"E 2007.19'
(S45°56'38"E 2007.24')

1372.09' 10' M.U.E.

15' M.U.E.

SOUTH GOFORTH ROAD
70' PUBLIC R.O.W. WIDTH

F.M. 158 LAND, LTD.
468.288 ACRES
(2702/613)
(2703/666)

S43°22'08"W 981.92'
(S43°56'30"W 981.57')

N43°22'08"E 981.99'

15' M.U.E.

70.00' 5/8"

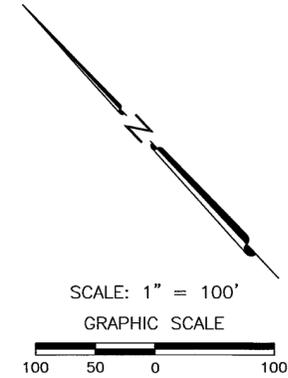
SOUTH GOFORTH ROAD
70' PUBLIC R.O.W. WIDTH

F.M. 158 LAND, LTD.
468.288 ACRES
(2702/613)
(2703/666)

LOT 1
96.811 ACRES

100' L.C.R.A. ELECTRIC
TRANSMISSION ESMT.
(150/27)

100' L.C.R.A. ELECTRIC
TRANSMISSION ESMT.
(150/22)



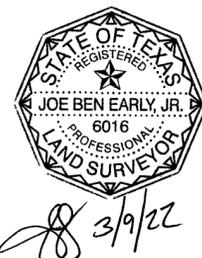
SCALE: 1" = 100'
GRAPHIC SCALE

MATCHLINE SHEET 1
MATCHLINE SHEET 2

MATCHLINE SHEET 2
MATCHLINE SHEET 3

MATCHLINE SHEET 2
MATCHLINE SHEET 3

MATCHLINE SHEET 1
MATCHLINE SHEET 3

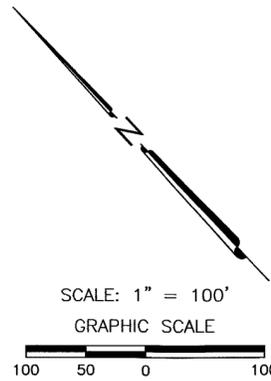


PROJECT NO.: 1006-019	EARLY LAND SURVEYING <i>A LIMITED LIABILITY COMPANY</i>
DRAWING NO.: 1006-019-PL1	
PLOT DATE: 3/9/22	P.O. BOX 92588 AUSTIN, TX 78709 512-202-8631 TBPELS FIRM NO. 10194487
PLOT SCALE: 1" = 100'	
DRAWN BY: MAW & JBE	SHEET 2 OF 5

YARRINGTON INDUSTRIAL SUBDIVISION

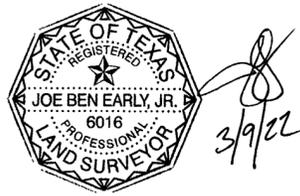
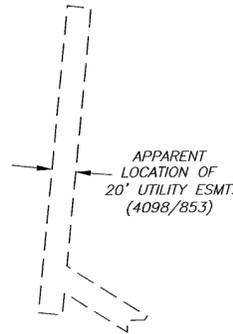
MATCHLINE SHEET 2
MATCHLINE SHEET 3

MATCHLINE SHEET 2
MATCHLINE SHEET 3



LOT 1
96.811 ACRES

LOT 1
96.811 ACRES



ENCE TE
134' E

15' M.U.E.

15' M.U.E.

S46°37'22"E 1498.55'

LOGISTICS DRIVE
60' PUBLIC R.O.W. WIDTH 10.779 ACRES

N46°37'22"W 1498.55'

N46°37'22"W 2188.03'
(N46°03'01"W 2188.09')

B.M. #1

54.30'

IN CONCRETE

80.00'

N46°37'22"W 714.12'

15' M.U.E.

S46°43'58"E 336.84'

LOGISTICS DRIVE 60' PUBLIC R.O.W. WIDTH

N46°43'58"W 336.84'

LOT 2
1.116 ACRES

15' M.U.E.

N43°16'02"E 995.52'

15' M.U.E.

70.00' 5/8"

SOUTH GOFORTH ROAD
70' PUBLIC R.O.W. WIDTH

S43°16'02"W 1627.96'

N43°16'02"E 460.09'

SOUTH GOFORTH ROAD
70' PUBLIC R.O.W. WIDTH

PROJECT NO.:
1006-019
DRAWING NO.:
1006-019-PL1
PLOT DATE:
3/9/22
PLOT SCALE:
1" = 100'

DRAWN BY:
MAW & JBE
SHEET
3 OF 5

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

F.M. 158 LAND, LTD.
PORTION OF
132.101 ACRES
(2702/613)
(2703/666)

MATCHLINE SHEET 3
MATCHLINE SHEET 4

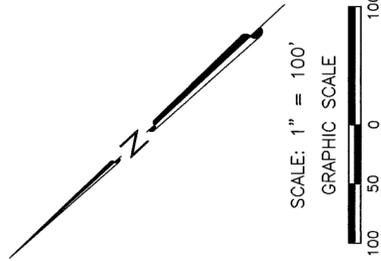
F.M. 158 LAND, LTD.
PORTION OF
132.101 ACRES
(2702/613)
(2703/666)

F.M. 158 LAND, LTD.
468.288 ACRES
(2702/613)
(2703/666)

F.M. 158 LAND, LTD.
 PORTION OF
 132.101 ACRES
 (2702/613)
 (2703/666)

MATCHLINE SHEET 3
 MATCHLINE SHEET 4

YARRINGTON INDUSTRIAL SUBDIVISION



LINE	BEARING	DISTANCE
L1	N11°35'39"E	11.18'
L2	S46°37'35"E	70.00'
L3	S62°32'00"W	13.64'
L4	S23°50'40"W	8.60'
L5	N46°24'02"W	70.00'
L6	N23°50'40"E	8.60'
L7	N62°32'00"E	13.64'
L8	N43°16'02"E	62.41'
L9	N11°35'39"E	118.39'
L10	N46°56'33"W	74.59'
L11	N89°48'02"W	58.77'

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	470.00'	24°02'11"	197.17'	S58°38'28"E	195.73'
C2	530.00'	23°55'35"	221.33'	S58°41'46"E	219.72'
C3	935.00'	19°15'58"	314.40'	S52°54'01"W	312.92'
C4	865.00'	19°16'17"	290.94'	S52°53'51"W	289.57'
C5	865.00'	19°25'02"	293.15'	S33°33'12"W	291.74'
C6	935.00'	19°25'22"	316.95'	S33°33'21"W	315.44'
C7	865.00'	19°25'22"	293.23'	N33°33'21"E	291.82'
C8	935.00'	19°25'02"	316.87'	N33°33'12"E	315.35'
C9	935.00'	19°16'17"	314.49'	N52°53'51"E	313.01'
C10	865.00'	19°15'58"	290.86'	N52°54'01"E	289.49'
C11	470.00'	23°55'35"	196.27'	N58°41'46"W	194.85'
C12	530.00'	24°02'11"	222.34'	N58°38'28"W	220.72'
C13	1011.00'	7°08'27"	126.00'	N43°03'01"W	125.92'
C14	970.00'	7°08'26"	120.89'	N43°03'01"W	120.81'
C15	951.00'	7°08'27"	118.52'	S43°03'01"E	118.45'
C16	25.00'	90°00'00"	39.27'	N01°43'58"W	35.36'
C17	25.00'	90°00'00"	39.27'	N88°16'02"E	35.36'

THE STATE OF TEXAS
 COUNTY OF HAYS

THAT I, JOE BEN EARLY, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ORDINANCE NO. 439 OF THE CITY CODE OF KYLE AND THAT ALL PLOTTABLE EASEMENTS OF RECORD ARE SHOWN HEREON, BASED UPON TITLE COMMITMENT G.F. NO. 21-3054-CH EFFECTIVE DATE: 11/3/21 AS PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

JOE BEN EARLY, JR., R.P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 6016
 EARLY LAND SURVEYING, LLC
 P.O. BOX 92588
 AUSTIN, TX 78709
 512-202-8631
 FIRM NO. 10194487



THE STATE OF TEXAS
 COUNTY OF HAYS

I, BENJAMIN L. GREEN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE CITY CODE OF KYLE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

BENJAMIN L. GREEN, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS NO. 132190
 KIMLEY-HORN AND ASSOCIATES, INC.
 5301 SOUTHWEST PARKWAY,
 BUILDING 2 SUITE 100,
 AUSTIN, TX 78735
 512 646 2243
 TBPELS FIRM NO. 928



PROJECT NO.:
 1006-019

DRAWING NO.:
 1006-019-PL1

PLOT DATE:
 3/9/22

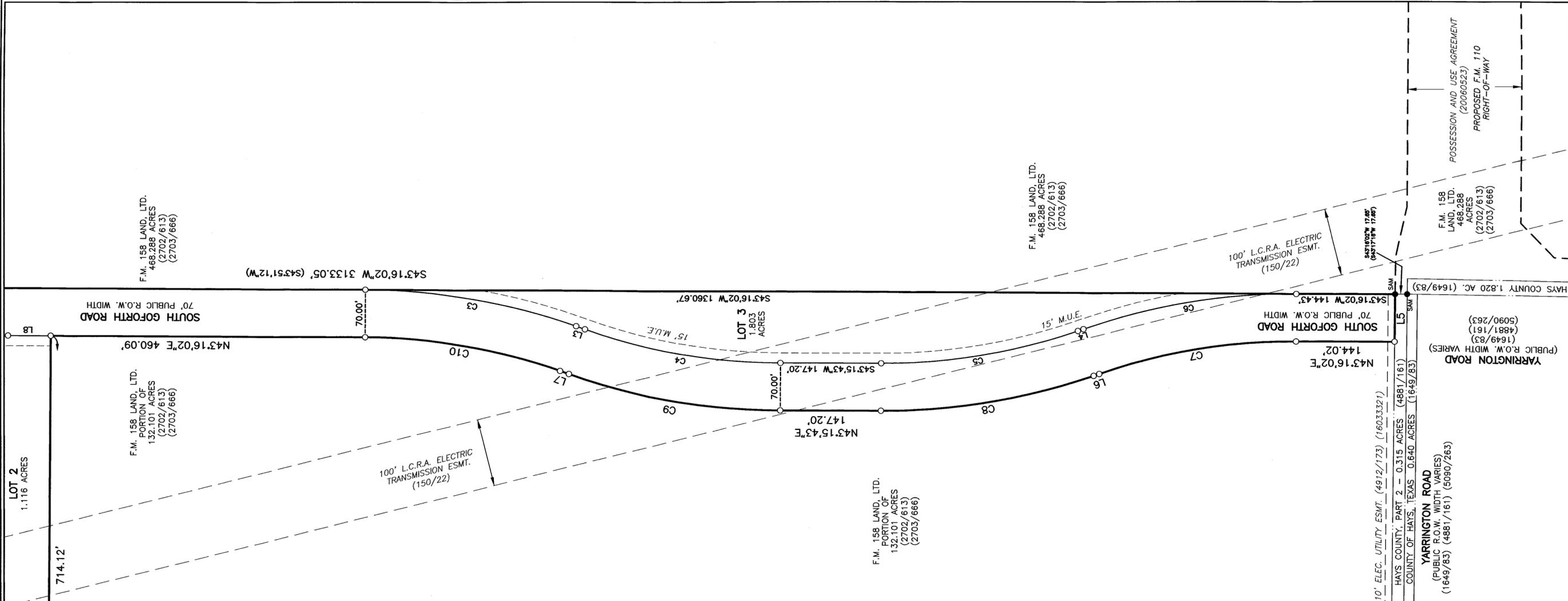
PLOT SCALE:
 1" = 100'

DRAWN BY:
 MAW & JBE

SHEET
 4 OF 5

EARLY
LAND SURVEYING
 A LIMITED LIABILITY COMPANY

P.O. BOX 92588
 AUSTIN, TX 78709
 512-202-8631
 TBPELS FIRM NO. 10194487



YARRINGTON INDUSTRIAL SUBDIVISION

STATE OF TEXAS
 COUNTY OF HAYS
 KNOW ALL MEN BY THE PRESENTS:

THAT, YARRINGTON LOGISTICS OWNER, LP, OWNER OF ALL OF A 110.923 ACRE TRACT RECORDED IN DOCUMENT NO. 21067404 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 110.923 ACRES IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT NO. 473 IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

YARRINGTON INDUSTRIAL SUBDIVISION

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN OR NOTED HEREON.

WITNESS MY HAND THIS 9th DAY OF March, 2022

Chad Parrish
 BY: Chad Parrish
 ITS: Member

YARRINGTON LOGISTICS OWNER, LP
 820 GESSNER ROAD STE 1000
 HOUSTON, TX 77024

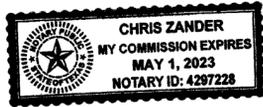
STATE OF TEXAS:
 COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY

PERSONALLY APPEARED Chad Parrish KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9 DAY OF March, 2022

Chris Zander
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
5-1-2023
 MY COMMISSION EXPIRES ON:



PLAT NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF KYLE.
2. EDWARDS AQUIFER NOTE: THIS SUBDIVISION DOES NOT LIE WITH IN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. HAZARD NOTE: NO PORTION OF THIS SUBDIVISION IS WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEDERAL FLOOD ADMINISTRATION FIRM PANEL NOS. 48209C0385F AND 48209C0405F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS.
4. PLAT INFORMATION:
 TOTAL AREA NUMBER OF LOTS = 4
 NUMBER OF LOTS 10 ACRES OR LARGER = 1
 NUMBER OF LOTS 5 ACRES TO 10 ACRES = 0
 NUMBER OF LOTS 2 ACRES TO 5 ACRES = 0
 NUMBER OF LOTS 1 ACRE TO 2 ACRES = 2
 NUMBER OF LOTS 1 ACRE OR SMALLER = 1
5. UTILITY INFORMATION
 WATER: CITY OF KYLE
 SEWER: CITY OF KYLE
 ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
 TELEPHONE: FRONTIER COMMUNICATIONS, AT&T, AND/OR SPECTRUM
6. THIS SUBDIVISION IS LOCATED IN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
7. OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
8. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF _____ THESE SIDEWALKS SHALL BE IN PLACE ONCE THE ADJOINING ROADWAYS ARE IMPROVED TO CURB AND GUTTER STATUS. THOSE SIDEWALKS NOT ADJUTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED.
9. BY THIS PLAT, THERE IS HEREBY ESTABLISHED A TEN FEET (10') WIDE PEC UTILITY EASEMENT ON ALL EXISTING ELECTRIC FACILITIES.
10. DRIVEWAYS SHALL COMPLY WITH CHAPTER 712 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. MAIL BOXES PLACED WITHIN ROW SHALL BE OF ON APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUB CHAPTER 2.01.
13. CONTACT HAYS COUNTY DEVELOPMENT SERVICES FOR FINISH FLOOR ELEVATIONS BEFORE BUILDING ON EACH LOT.
14. THIS SUBDIVISION IS LOCATED WITHIN THE HAYS COUNTY ESD NO. 5.
15. SIDEWALKS WILL BE MAINTAINED BY THE ADJOINING LOT OWNER.
16. MAINTENANCE OF EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
17. PERMANENT AND STABLE MONUMENTATION WAS FOUND OR SET FOR ALL CORNERS ON THE OUTER BOUNDARY OF THIS PLAT. UPON COMPLETION OF UTILITY INSTALLATIONS AND STREET CONSTRUCTION OR AS THE CITY ENGINEER MAY REQUIRE, PROPERTY CORNERS WILL BE SET WITH 1/2" IRON PIN WITH PLASTIC STAMPED CAP WHERE PRACTICAL. OTHERWISE A MONUMENT THAT IS PERMANENT AND STABLE WILL BE USED.
18. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF KYLE.
19. NO PORTION OF THIS PROPERTY IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
20. A 15-FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A 5-FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL SIDE LOT LINES AND A 10-FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES.

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 110.923 ACRES (APPROXIMATELY 4,831,825 SQ. FT.) IN THE JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT NO. 473, BEING ALL OF A 110.923 ACRE TRACT DESCRIBED IN DOCUMENT NO. 21067404 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 110.923 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" rebar found in the east right-of-way line of Interstate Highway 35 (public right-of-way width varies), being the westernmost southwest corner of the said 110.923 acre tract, being the northernmost corner of a 132.101 acre tract described in Volume 2702, Page 613 and Volume 2703, Page 666 of the Deed Records of Hays County, Texas;

THENCE North 11°35'39" East with the east right-of-way line of Interstate Highway 35, and the west line of the said 110.923 acre tract, a distance of 129.57 feet to a 1/2" rebar found for a corner of the said 110.923 acre tract, being the westernmost corner of a 19.50 acre tract described in Volume 3949, Page 613 of the Deed Records of Hays County, Texas, from which a 1/2" rebar found in the east right-of-way line of Interstate Highway 35 and the west line of the said 19.50 acre tract, bears North 10°49'23" East, a distance of 31.31 feet;

THENCE with the common line of the said 110.923 acre tract and the said 19.50 acre tract, the following two (2) courses and distances:

1. South 46°37'14" East, a distance of 887.96 feet to a 1/2" rebar found for a corner of the 110.923 acre tract, being the southernmost corner of the said 19.50 acre tract;
2. North 43°16'17" East, a distance of 750.12 feet to a 1/2" rebar found for a corner of the 110.923 acre tract, being the easternmost corner of the said 19.50 acre tract, being also the southernmost corner of Lot 5, Edwards Business Park, a subdivision of record in Volume 9, Page 197 of the Plat Records of Hays County, Texas;

THENCE North 43°16'17" East with a northwest line of the said 110.923 acre tract, being the southeast line of said Lot 5, a distance of 307.91 feet to a 1/2" rebar found for a corner of the said 110.923 acre tract, being the easternmost corner of said Lot 5;

THENCE North 46°41'04" West with a southwest line of the said 110.923 acre tract, being the northeast line of Lots 1-5 of said Edwards Business Park, a distance of 1587.84 feet to a 1/2" rebar found in the east right-of-way line of Interstate Highway 35, being a western corner of the said 110.923 acre tract, being also the northernmost corner of said Lot 1;

THENCE North 12°27'06" East with the east right-of-way line of Interstate Highway 35 and a west line of the said 110.923 acre tract, a distance of 24.04 feet to an aluminum fence post found for the northernmost corner of the said 110.923 acre tract, from which the remnants of a concrete highway monument found in the east right-of-way line of Interstate Highway 35, bears North 09°36'48" East, a distance of 464.74 feet;

THENCE with the perimeter of the said 110.923 acre tract, the following three (3) courses and distances:

1. South 46°43'04" East, a distance of 857.87 feet to a 4" cedar fence post found;
2. South 46°36'40" East, a distance of 888.49 feet to a 1" iron pipe found;
3. North 43°17'48" East, a distance of 961.51 feet to a 60d nail with "Bryn" washer in a post found for a northern corner of the said 110.923 acre tract, being in the southwest line of Lot 22, of Quail Ridge Subdivision, a subdivision of record in Volume 2, Page 337 of the Plat Records of Hays County, Texas;

THENCE South 46°37'35" East with the northeast line of the said 110.923 acre tract, being the southwest line of Lots 22-41 of said Quail Ridge Subdivision, passing a 1/2" rebar found for the southernmost corner of said Lot 27 and the westernmost corner of said Lot 28 at a distance of 565.10 feet and continuing for a total distance of 2007.19 feet to a 1/2" iron pipe found for the easternmost corner of the said 110.923 acre tract, being the southernmost corner of Lot 41 of said Quail Ridge Subdivision, being also in the northwest line of a 468.288 acre tract described in Volume 2702, Page 613 of the Deed Records of Hays County, Texas;

THENCE with the southeast line of the said 110.923 acre tract and the northwest line of the said 468.288 acre tract, the following two (2) courses and distances:

1. South 43°22'08" West, a distance of 981.92 feet to a 5/8" rebar found, being the easternmost corner of the said 132.101 acre tract;
2. South 43°16'02" West, a distance of 3133.05 feet to a 1/2" rebar with "SAM" cap found for an angle point in the northeast right-of-way line of Yarrington Road (public right-of-way width varies) as described in Volume 1649, Page 83, Volume 4881, Page 161 and Volume 5090, Page 263, all of the Deed Records of Hays County, Texas, being in the southeast line of the said 110.923 acre tract, being also in the northwest line of the said 468.288 acre tract;

THENCE North 46°24'02" West with the northeast right-of-way line of Yarrington Road and a southwest line of the said 110.923 acre tract, crossing the said 132.101 acre tract, a distance of 70.00 feet to a 1/2" rebar with "Early Boundary" cap set;

THENCE with a northwest line of the said 110.923 acre tract and crossing the said 132.101 acre tract, the following ten (10) courses and distances:

1. North 43°16'02" East, a distance of 144.02 feet to a 1/2" rebar with "Early Boundary" cap set;
2. With a curve to the left, having a radius of 865.00 feet, a delta angle of 19°25'22", an arc length of 293.23 feet, and a chord which bears North 33°33'21" East, a distance of 291.82 feet to a 1/2" rebar with "Early Boundary" cap set;
3. North 23°50'40" East, a distance of 8.60 feet to a 1/2" rebar with "Early Boundary" cap set;
4. With a curve to the right, having a radius of 935.00 feet, a delta angle of 19°25'02", an arc length of 316.87 feet, and a chord which bears North 33°33'12" East, a distance of 315.35 feet to a 1/2" rebar with "Early Boundary" cap set;
5. North 43°15'43" East, a distance of 147.20 feet to a 1/2" rebar with "Early Boundary" cap set;
6. With a curve to the right, having a radius of 935.00 feet, a delta angle of 19°16'17", an arc length of 314.49 feet, and a chord which bears North 52°53'51" East, a distance of 313.01 feet to a 1/2" rebar with "Early Boundary" cap set;
7. North 62°32'00" East, a distance of 13.64 feet to a 1/2" rebar with "Early Boundary" cap set;
8. With a curve to the left, having a radius of 865.00 feet, a delta angle of 19°15'58", an arc length of 290.86 feet, and a chord which bears North 52°54'01" East, a distance of 289.49 feet to a 1/2" rebar with "Early Boundary" cap set;
9. North 43°16'02" East, a distance of 460.09 feet to a 1/2" rebar with "Early Boundary" cap set for a corner of the said 110.923 acre tract;
10. North 46°37'22" West, a distance of 714.12 feet to a 1/2" rebar in concrete found;

THENCE North 46°37'22" West, with a southwest line of the said 110.923 acre tract, being a northeast line of the said 132.101 acre tract, a distance of 2188.03 feet to the POINT OF BEGINNING, containing 110.923 acres of land, more or less.

REVIEWED BY: Leon Barba 3/10/22
 LEON BARBA, CITY ENGINEER DATE

Harper Wilder 3-14-22
 HARPER WILDER, DIR. OF PUBLIC WORKS DATE

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY THE PLANNING AND ZONING COMMISSION. DATED THIS

8th DAY OF February, 2022
Al...
 PLANNING & ZONING COMMISSION CHAIRPERSON

STATE OF TEXAS:
 COUNTY OF HAYS:

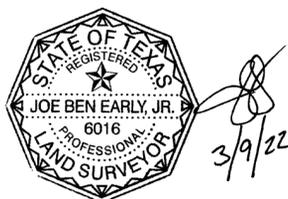
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE

15th DAY OF March, A.D. 2022, AT 8:50 O'CLOCK A M., IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER 22012781

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF March, A.D. 2022

Elaine H. Cardenas by Kimberly Merchison Deputy
 ELAINE H. CARDENAS
 COUNTY CLERK
 HAYS COUNTY, TEXAS



<h2 style="margin: 0;">EARLY</h2> <h2 style="margin: 0;">LAND SURVEYING</h2> <p style="margin: 0; font-size: small;">A LIMITED LIABILITY COMPANY</p>	PROJECT NO.: 1006-019 DRAWING NO.: 1006-019-PL1 PLOT DATE: 3/9/22 PLOT SCALE: 1" = 100' DRAWN BY: MAW & JBE SHEET 5 OF 5
P.O. BOX 92588 AUSTIN, TX 78709 512-202-8631 TBPELS FIRM NO. 10194487	



CITY OF KYLE, TEXAS

LexisNexis eCommerce - PD

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize the Police Department to Execute an Agreement with LexisNexis Coplogic Solutions, Inc. for the Purpose of Establishing an eCommerce Account for Accessing Publicly Available Crash and Citizen Online Reports. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

□ 20220427041913_Kyle_TX_PD-eCommerce_Order_1_04272022

**Order No. 1
eCommerce Services**

This Order No. 1 (“**Order**”) is entered into this _____ day of _____, 20__ (“**Order Effective Date**”) between Kyle Police Department (“**Agency**”) and LexisNexis Coplogic Solutions Inc. (“**Provider**”) and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ (“**Agreement**”) between the Parties.

- 1. TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

- 2. DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency’s crash reports online and to distribute data extracted from the Reports via Provider’s eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.

- 3. SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency’s technology capabilities, processes, and work-flow functionality:
 - 3.1.** Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency’s Reports.
 - 3.2.** Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
 - 3.3.** Provide Report distribution services as set forth in Section 5 of the Agreement.
 - 3.4.** Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
 - 3.5.** Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency’s Reports by Participating Agencies and, in return, shall receive access to Participating Agencies’ Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
 - 3.6.** As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles (“**DMV Data**”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “**DPPA**”), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
	2.	Use by a government agency, but only in carrying out its functions.

3.7. Other Services: _____

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months (“**Initial Term**”), whereupon this Order shall automatically renew for additional twelve (12) month periods (“**Renewal Term**”) unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Six Dollars and 00/100 (\$6.00). There will be no convenience fee charged for involved parties. There shall be no fee to Agency for the Services.

- 5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
- a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
 - c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
 - d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Kyle Police Department**

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF KYLE, TEXAS

LexisNexis Crash Reports

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize the Police Department to Execute an Agreement LexisNexis Coplogic Solutions, Inc. with for the Purpose of Providing Crash Reports and Establishing Procedures and Guidelines for Access, Use, and Fees. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

□ 20220427041913_Kyle_TX_PD-_LEA 2021_04272022

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated _____, 20____ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and Kyle Police Department, with its principal place of operations at 111 N. Front Street, Kyle, Texas 78640 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (c) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (g) Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice (“**Dispute**”), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement (“**Dispute Notice**”). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider’s receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency’s RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports (“**Agency Fee**”) purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency’s designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center (“**Command Center**”) administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor (“**Convenience Fee**”) which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies (“**Participating Agencies**”) accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities (“**Authorized Requestors**”) and other authorized law enforcement entities (“**Agency Requestors**”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this

Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

- 6.1. Term.** This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.**
- 6.2.1.** Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2.** Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3.** Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination.** Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act.** Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.

Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's

Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the Indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "**Indemnifying Parties**"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

- 16.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.
- 16.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 16.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- 16.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider’s continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider’s consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9. Governing Law. The Agreement will be governed by and construed under the laws of the State of Texas excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Kyle Police Department**

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider' discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.



CITY OF KYLE, TEXAS

LexisNexis Citizen Online Reporting

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: Authorize the Police Department to Execute an Agreement LexisNexis Coplogic Solutions, Inc. for the Purpose of Providing Citizen Online Reporting. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

□ 20220427041913_Kyle_TX_PD-DORS_Order_2_04272022

Order No. 2
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 2 (“**Order**”) is entered into this _____ day of _____, 20__ (“**Order Effective Date**”) between Kyle Police Department (“**Agency**”) and LexisNexis Coplogic Solutions Inc. (“**Provider**”) and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ (“**Agreement**”) between the Parties.

- 1. TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
- 2. DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System (“**DORS**”) enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.
- 3. SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided by Section 2.2. of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency’s technology capabilities, processes, and work-flow functionality.

3.1. Services. DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report distribution services as set forth in in Section 5 of the Agreement, including an on-line Report distribution website such as LexisNexis®BuyCrash.com (or its successors).

3.2. Setup and Access.

Agency Responsibilities.

- a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- c) Load provided HTML pages onto Agency website which links to Provider’s servers for the Services;
- d) Provide Provider with the schema for the desired file format and/or database schema;
- e) Enable Provider read /write access and test environment with current configuration
- f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- g) Provide timely responses to Provider’s questions, which may arise during the setup and configuration process.

Provider Responsibilities.

- a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
- b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
- c) Provide Agency with administrator password and credentials for the Services.
- d) Provide Agency with sample operational directives, deployment strategies and sample press release.
- e) Provide Agency with suggestions for the successful deployment of the Services.
- f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria.

This task is considered complete after Provider has delivered listed materials.

3.3. Configuration.

Agency Responsibilities.

- a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
- c) Test the optional interface with the RMS application.
- d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
- e) Provide necessary files for RMS integration.

Provider Responsibilities

- a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Configure export routine for the optional RMS Interface with information provided.
- c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria

This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

3.4. Support and Maintenance. Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.

3.5. Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.

3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("DMV Data") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
	2.	Use by a government agency, but only in carrying out its functions.

4. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months (“**Initial Term**”), whereupon this Order shall automatically renew for additional twelve (12) month periods (“**Renewal Term**”) unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term.

5. FEES AND PRICE ADJUSTMENTS. The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

5.1. Provider shall not be permitted to distribute or sell Reports received pursuant to this Order, with the exception that each person who files a report will receive a printed copy of the completed report at no cost.

5.2. Monthly Services Fees. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be One Thousand Eighty-Five Dollars and 00/100 (\$1,085.00) per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.

signature blocks on next page

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: Kyle Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: LexisNexis Coplogic Solutions Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF KYLE, TEXAS

Brazos Technology - Citation Software

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: Authorize the City Manager or his designee to approve the purchase of a Brazos Technology - commercial motor vehicle citation software license in an amount not to exceed \$3,250.00, and a \$911 recurring annual fee due 12 months from the date that the license is provided, and to be paid to Tyler Technologies Inc., 5101 TENNYSON PKWY PLANO, TX 75024-3525, Texas Tax Payer# 17523039208. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Request Council to Authorize Purchase of CVE Module Integration Costs for Brazos and Incode
- CVE Brazos quote-1



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: July 26, 2022

To: Jeff Barnett, Chief of Police

From: Tracy Vrana, Sergeant, Traffic Enforcement Division

Re: **Request to Authorize CVE Ticket Writer Integration Purchase**

The Kyle PD Commercial Vehicle Enforcement (CVE) unit was implemented in 2020 and proved to be a lengthy endeavor with weeks of formal training, required training certifications and a large number of vehicle inspections to demonstrate proficiency. The Kyle Police Department now has two fully certified police officers who are now recognized by the Federal Motor Carrier Safety Administration (FMCSA). These officers have been diligent in performing CVE inspections with the focus of roadway safety for all motorists and preservation of those roadways.

The department utilizes Brazos / Tyler Technologies for an e-citation solution however, a citation module specific to CVE needs must be created and then integrated with Municipal Court's Incode system. Although officers are currently performing CVE inspections, they are unable to issue citations for violations since this integration has not been performed. Both Brazos and Incode have provided cost quotations in order to complete this integration, of which the Kyle Police Traffic Enforcement Division is seeking approval to allocate funding for.

Subject/Recommendation:

Authorize the City Manager to approve the following purchases:

Brazos:

One Time Fee..... \$3,250

Annual Recurring Fee..... \$911

Incode:

One Time Fee..... \$3,120

Annual Recurring Fee..... \$0

Sgt. T. Vrana



512-268-3232



512-268-2330



111 North Front Street, Kyle, TX 78640



INVESTMENT SUMMARY

Tyler Software	\$ 3,250
Services	\$ 0
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 3,250
Annual Recurring Fees/SaaS	\$ 228
Tyler Software Maintenance	\$ 683



Quoted By: Lisa McKenzie
 Quote Expiration: 7/20/22
 Quote Name: 2022-300626
 Commercial Vehicle Task

Sales Quotation For:

Kyle Police Department

PO Box 40

Kyle, TX 78640-0040

Phone: +1 (512) 268-0859

Shipping Address:

Kyle Police Department

111 N Front Street ATTN Sgt Tracy Vrana

Kyle, TX 78640-0040

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
Task: CMV Task	\$ 3,250	\$ 0	\$ 3,250	\$ 683
	Total	\$ 0	\$ 3,250	\$ 683
	TOTAL	\$ 0	\$ 3,250	\$ 683

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 228	\$ 0	\$ 228
	TOTAL			\$ 228

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 3,250	\$ 683
Total Annual	\$ 0	\$ 228
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 3,250	\$ 911

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

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax. Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

ASSUMPTION

"Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance and Hosting Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days."



CITY OF KYLE, TEXAS

Incode software

Meeting Date: 8/2/2022

Date time:7:00 PM

Subject/Recommendation: Authorize the City Manager or his designee to approve the purchase for Municipal Court Incode software in an amount not to exceed \$3,120.00 to be paid to Tyler Technologies Inc., 5101 TENNYSON PKWY PLANO, TX 75024-3525 , Texas Tax Payer# 17523039208. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Request Council to Authorize Purchase of CVE Module Integration Costs for Brazos and Incode
- Incode CVE quote-1



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: July 26, 2022

To: Jeff Barnett, Chief of Police

From: Tracy Vrana, Sergeant, Traffic Enforcement Division

Re: **Request to Authorize CVE Ticket Writer Integration Purchase**

The Kyle PD Commercial Vehicle Enforcement (CVE) unit was implemented in 2020 and proved to be a lengthy endeavor with weeks of formal training, required training certifications and a large number of vehicle inspections to demonstrate proficiency. The Kyle Police Department now has two fully certified police officers who are now recognized by the Federal Motor Carrier Safety Administration (FMCSA). These officers have been diligent in performing CVE inspections with the focus of roadway safety for all motorists and preservation of those roadways.

The department utilizes Brazos / Tyler Technologies for an e-citation solution however, a citation module specific to CVE needs must be created and then integrated with Municipal Court's Incode system. Although officers are currently performing CVE inspections, they are unable to issue citations for violations since this integration has not been performed. Both Brazos and Incode have provided cost quotations in order to complete this integration, of which the Kyle Police Traffic Enforcement Division is seeking approval to allocate funding for.

Subject/Recommendation:

Authorize the City Manager to approve the following purchases:

Brazos:

One Time Fee..... \$3,250

Annual Recurring Fee..... \$911

Incode:

One Time Fee..... \$3,120

Annual Recurring Fee..... \$0

Sgt. T. Vrana



512-268-3232



512-268-2330



111 North Front Street, Kyle, TX 78640



Quoted By:
Quote Expiration:
Quote Name:

Audra Chandler
10/25/22
CT - Remote Training

Sales Quotation For:

City of Kyle
PO Box 40
Kyle TX 78640-0040

Services

Description	Hours/Units	Extended Price	Maintenance
Municipal Justice 10 Suite Professional Services	24	\$ 3,120	\$ 0
TOTAL:		\$ 3,120	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$ 3,120	
Summary Total	\$ 3,120	\$ 0
Contract Total	\$ 3,120	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Criminal Case Manager Implementation Fees	24	\$ 3,120	\$ 0
<i>Sub-Total</i>	24	\$ 3,120	\$ 0
TOTAL:	24	\$ 3,120	\$ 0

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



CITY OF KYLE, TEXAS

General Election Ordinance

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas, Ordering a General Election to be held jointly with Hays County on November 8, 2022, for the Election of Council Members for City Council District 1 and District 3 to serve three-year terms; Providing for candidate application methods, designating the main and branch early voting locations for such Election; Providing for an order and notice of such general election; Providing for related matters; Providing a severability clause; and Providing an effective date.
~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- DRAFT General Election Ordinance Districts 1&3

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD JOINTLY WITH HAYS COUNTY ON NOVEMBER 8, 2022, FOR THE ELECTION OF COUNCIL MEMBERS FOR CITY COUNCIL DISTRICT 1 AND DISTRICT 3 TO SERVE THREE-YEAR TERMS; PROVIDING FOR CANDIDATE APPLICATION METHODS, DESIGNATING THE MAIN AND BRANCH EARLY VOTING LOCATIONS FOR SUCH ELECTION; PROVIDING FOR AN ORDER AND NOTICE OF SUCH GENERAL ELECTION; PROVIDING FOR RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the term for City Council Member for District 1 and the term for City Council Member for District 3 will expire in November 2022; and

WHEREAS, there is a need to call for a General Election to fill the seats and prevent vacancies; and

WHEREAS, the Texas Constitution, the *Texas Election Code* (the “Code”), and the City Charter are applicable to said General Elections (hereinafter collectively referred to as the “election” or “elections”), and in order to comply with applicable laws, an ordinance is required to call the elections and establish procedures consistent with the Constitution, the Code, and the Charter; and

WHEREAS, the City has made provision to contract with Hays County, a vote center county, to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the “Contract for Election Services” or “contract”), and such contract provides for political subdivisions subject to the contract that hold election on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code*;

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

SECTION 1. A general municipal election is hereby ordered to be held on Tuesday, November 8, 2022, for the purpose of voting on the office of:

Council Member District 1
Council Member District 3

SECTION 2. Early voting by personal appearance will be conducted each Weekday on the following days at the main and branch voting locations listed:

October 24, 2022	8:00 A.M. to 6:00 P.M.		October 31, 2022	7:00 A.M. to 7:00 P.M.
October 25, 2022	8:00 A.M. to 6:00 P.M.		November 1, 2022	7:00 A.M. to 7:00 P.M.
October 26, 2022	8:00 A.M. to 6:00 P.M.		November 2, 2022	7:00 A.M. to 7:00 P.M.
October 27, 2022	8:00 A.M. to 6:00 P.M.		November 3, 2022	7:00 A.M. to 7:00 P.M.
October 28, 2022	8:00 A.M. to 6:00 P.M.		November 4, 2022	7:00 A.M. to 7:00 P.M.

On Election Day the polls shall be open for voting from 7:00 a.m. to 7:00 p.m..

The Main Early Voting Location

Hays County Government Center, 712 S. Stagecoach Trl. San Marcos, Texas 78666

Branch Early Voting Locations

Kyle City Hall, 100 West Center Street, Kyle, TX 78640

Hays CISD Arnold Transportation Building, 21003 IH-35 Frontage Road, Kyle, TX 78640

Live Oak Academy High School (C & I Conference Division), 4820 Jack C. Hays Trl, Kyle, TX 78640

Hays County Transportation Dept.- Yarrington, 2171 Yarrington Road, Kyle, TX 78640

Buda City Hall Multi-Purpose Room, 405 East Loop St, Bldg. 100, Buda, TX 78610

Sunfield Station, 2610 Main Street, Buda, TX 78610

Patriots Hall of Dripping Springs, 231 Patriots Hall Blvd, Dripping Springs, TX 78620

Hays County Precinct 4 Office, 195 Roger Hanks Pkwy, Dripping Springs, TX 78620

Broadway/Live Oak Health Department, 401 Broadway Street, #A, San Marcos, TX 78666

Texas State University LBJ Student Center, 601 University Drive, San Marcos, TX 78666

HCISD Transportation Dept.-Main Office, 2385 High Road, Umland, TX 78640

Wimberley Community Center, 14068 RR 12, Wimberley, TX 78676

Texan Academy (formerly Scudder Primary), 400 Green Acres Dr., Wimberley, TX 78676

SECTION 3. Early voting by personal appearance will be conducted each Weekend on the following days at the main and branch voting locations listed:

October 29, 2022, from 7:00 A.M. to 7:00 P.M.

October 30, 2022, from 12:00 P.M. to 6:00 P.M.

The Main Early Voting Location

Hays County Government Center, 712 S. Stagecoach Trl. San Marcos, Texas 78666

Branch Early Voting Locations

Kyle City Hall, 100 West Center Street, Kyle, TX 78640

Hays CISD Arnold Transportation Building, 21003 IH-35 Frontage Road, Kyle, TX 78640

Live Oak Academy High School (C & I Conference Division), 4820 Jack C. Hays Trl, Kyle, TX 78640

Hays County Transportation Dept.- Yarrington, 2171 Yarrington Road, Kyle, TX 78640

Buda City Hall Multi-Purpose Room, 405 East Loop St, Bldg. 100, Buda, TX 78610

Sunfield Station, 2610 Main Street, Buda, TX 78610

Patriots Hall of Dripping Springs, 231 Patriots Hall Blvd, Dripping Springs, TX 78620
Hays County Precinct 4 Office, 195 Roger Hanks Pkwy, Dripping Springs, TX 78620
Broadway/Live Oak Health Department, 401 Broadway Street, #A, San Marcos, TX 78666
Texas State University LBJ Student Center, 601 University Drive, San Marcos, TX 78666
HCISD Transportation Dept.-Main Office, 2385 High Road, Uhland, TX 78640
Wimberley Community Center, 14068 RR 12, Wimberley, TX 78676
Texan Academy (formerly Scudder Primary), 400 Green Acres Dr., Wimberley, TX 78676

SECTION 4. Applications for ballot by mail shall be mailed to Jennifer Doinoff, Hays County Elections Administrator, Suite 1012, 712 South Stagecoach Trail, San Marcos, Texas 78666. The Elections Administrator may also be reached at (512)393-7310 or by electronic mail at elections@co.hays.tx.us. Jennifer Doinoff is hereby designated and appointed as the Early Voting Clerk. The website for the Early Voting Clerk is <https://hayscountytexas.com/departments/elections>.

SECTION 5. Applications for ballots by mail must be received no later than the close of business on Friday, October 28, 2022. Federal Post Card Applications must be received no later than the close of business on October 28, 2022.

SECTION 6. The period to file an application to become a candidate in the election for the council member positions to serve a three-year term opened on July 23, 2022, and will close at 5:00 p.m. on August 22, 2022.

An application to become a candidate shall be filed with the City Secretary at City Hall, 100 West Center Street, Kyle, Texas, or by email. The City Secretary shall post more detailed instructions for submitting applications on the City's website and the City's bulletin board. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary on August 22, 2022.

SECTION 7. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code* in all respects. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Hays County Election Administrator for use on the voting devices and ballots used by Hays County.

SECTION 8. The Hays County Election Administrator and her employees and appointees, and the election judges, alternate judges, clerks, and ballot board properly appointed for the election, shall hold and conduct the election in the manner provided by the Contract for Election Services, the City Charter, and the law governing the holding of general elections; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

SECTION 9. Early voting, both by personal appearance and by mail, will be conducted by the Hays County Election Administrator, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*.

SECTION 10. The election precincts for the election shall be the election precincts established by the Hays County Election Administrator in accordance with applicable law and the City Charter. Residents of the election precincts shall vote at the aforementioned polling places as assigned by the Hays County Election Administrator in accordance with applicable law and the City Charter. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Hays County Election Administrator shall tabulate and provide the election returns for the election. Ballots shall be prepared, and the election shall be conducted to allow for a councilmember for District 1 and a councilmember for District 3 to be elected from the city at-large.

SECTION 11. The City agrees to conduct a joint election with other political subdivisions within Hays County, provided that such political subdivision holds an election on November 8, 2022, in all or part of the same territory as the City (the “Political Subdivisions”). Any joint election shall be conducted in accordance with state law, this Ordinance, the City Charter and the Contract for Election Services with Hays County.

SECTION 12. The City Secretary, or designee, is instructed to aid the Hays County Election Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Contract for Election Services. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Contract for Election Services between Hays County and the City, the Hays County Election Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Contract for Election Services. The Hays County Election Administrator shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Contract for Election Services.

SECTION 13. The presiding judges, alternate presiding judges, clerks, and ballot board for the election shall be selected and appointed by Hays County and its appointees in compliance with the requirements of state law, and such judges, clerks, and ballot board so selected by Hays County and its appointees are hereby designated and appointed by the City Council as the Election Administrators, judges, clerks, and ballot board respectively, for the holding of said election. The presiding judges, alternate presiding judges, clerks, and ballot board shall perform the functions and duties of their respective positions that are provided by state law. The city council confirms and appoints the election judges and alternate election judges that are appointed by Hays County for the election.

SECTION 14. That notice of the November 8, 2022, General Election of the City of Kyle shall be posted and published in accordance with the Election Code of the State of Texas, not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 15. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

SECTION 16. Should any part, section, subsection, paragraph, sentence, clause, or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 17. This ordinance is effective immediately upon adoption in accordance with state law and the City Charter.

PASSED AND APPROVED on this the _____ day of August 2022.

The City of Kyle, Texas

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Rate Stabilization Agreement Texas Water Utilities

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: [Postponed 7/5/2022] 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

- 2022.07 Monarch - Kyle Settlement extension City Draft

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	
3/4”	\$72.95	
1”	\$121.72	
1 1/2”	\$243.45	\$7.37 per 1,000 gallons 0 to 2,000
2”	\$389.52	\$9.09 per 1,000 gallons 2,001 to 10,000
3”	\$730.35	\$10.29 per 1,000 gallons 10,001 to 20,000
4”	\$1,217.25	\$10.97 per 1,000 gallons 20,001 and thereafter
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 Section 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. TWU will provide the City with written notification of the Rate Stabilization automatic renewal 90 days prior to each new five (5) year interval after the completion of the initial ten (10) year term.
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: _____



CITY OF KYLE, TEXAS

Water Service Suspension Agreement Texas Water Utilities

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: [Postponed 7/5/2022] 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.

(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

Costco Waiver of Noise Ordinance

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a request to waive Section 23-60 of the City's Code of Ordinances for construction at 19086 IH-35, Kyle, Texas (Costco) and to authorize the City Manager to approve the dates and times. ~ *Amber Lewis, Assistant City Manager*

Sec. 23-60. - Noises prohibited. (12) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within 600 feet of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute an urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- RMC - After Hours General Requirements Letterhead
- Costco Kyle, TX Subcontractor Schedule Update 20220714
- Concrete Pour Site phasing and building concrete slab pour sequence



Wednesday, July 20, 2022

Atkinson Will
City of Kyle
100 W. Center Street
Kyle, TX 78640

Regarding: After hours concrete slab pour request.

Mr. Atkinson,

I am writing to ask you if RMC Constructors can apply for variance on your work hours to allow pouring concrete outside the hours 9 PM - 7 AM. With the anticipated start pour date of 9/12/22 and anticipated start time of 2 AM. The concrete foundation is extremely large, and the extreme heat of the Texas summer will cause cracking and settling if poured during the day. It will render the foundation unbuildable.

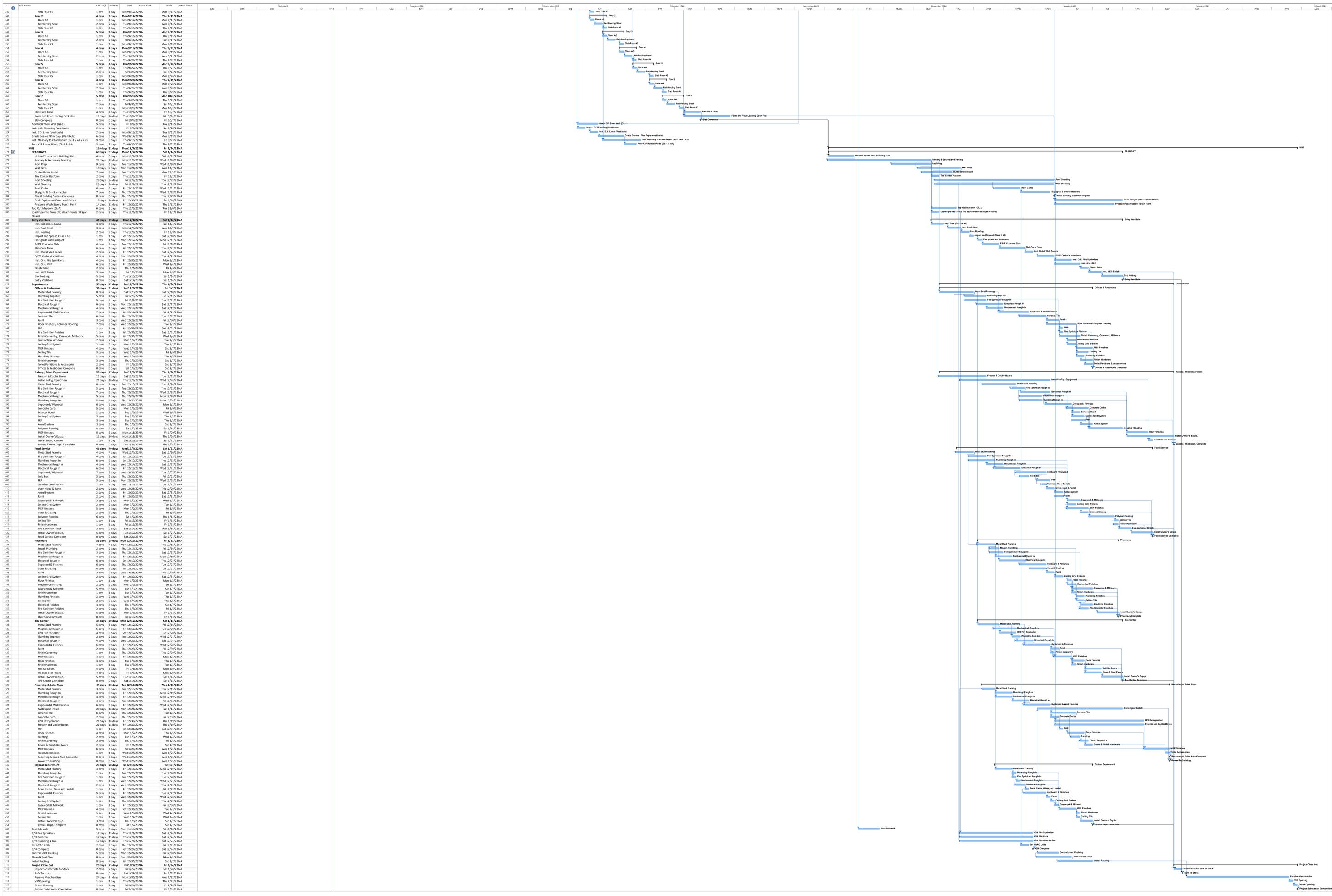
RMC has a total of 12 pour days (these days are not back to back) for the main building and On-site concrete that will need to be placed on the requested after-hours dates and times.

Looking forward to hear from you at the earliest. Thank you for your time and consideration.

Sincerely,
RMC Constructors
Pablo Gallardo
Project Superintendent

CC: Brian Porter, Senior Project Manager RMC

Attachments: 2201-01 Costco Kyle, TX Subcontractor Schedule Update 20220714.
2201-01 Costco Kyle, TX Concrete Pour Site Phasing and Building Concrete Pour
Sequence.



PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS NWC OF I-35 & KOHLER'S CROSSING
KYLE, TX, 78640

SITE DATA:

TOTAL SITE AREA: 28.58 ACRES (1,244,775 SF)

INCLUDES:
POND A PARCEL AREA 5.00 ACRES (217,907 SF)
POND B PARCEL AREA 2.37 (103,332 SF)

JURISDICTION: CITY OF KYLE

ZONING: RS-PUD

SETBACKS: **REQUIRED** **ACTUAL**
FRONT: 25 FRONT: 221'-0"
SIDE: 10 SIDE: 81'-9"
REAR: 15 REAR: 51'-8"

BOUNDARIES INFORMATION:
THIS PLAN HAS BEEN
PREPARED BY MG2 CORPORATION

USING SURVEY INFORMATION PREPARED BY
WINKLEMAN & ASSOCIATES

DATED SEPTEMBER 20, 2021

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA 159,633 SF

INCLUDES:
WAREHOUSE MAIN LEVEL: 151,073 SF
VESTIBULE 6,102 SF
MECHANICAL ROOM: 1,907 SF
FIRE DEPT ROOM: 551 SF

PARKING DATA

TOTAL PARKING:
INCLUDES:
MAIN LEVEL PARKING PROVIDED:
10' WIDE STALLS 743 STALLS
ACCESSIBLE STALLS (4 VAN) 18 STALLS
(1 IN 6 VAN)*

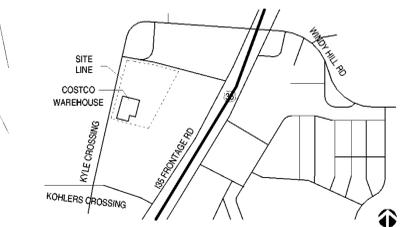
NUMBER OF STALLS PER 1000 SF
OF BUILDING AREA: 4.74 STALLS

FUTURE PARKING: 111 STALLS
TOTAL WITH FUTURE PARKING: 854 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

* (ADA STALLS BASED ON TOTAL W/ FUTURE PARKING)

VICINITY MAP



REGIONAL MAP



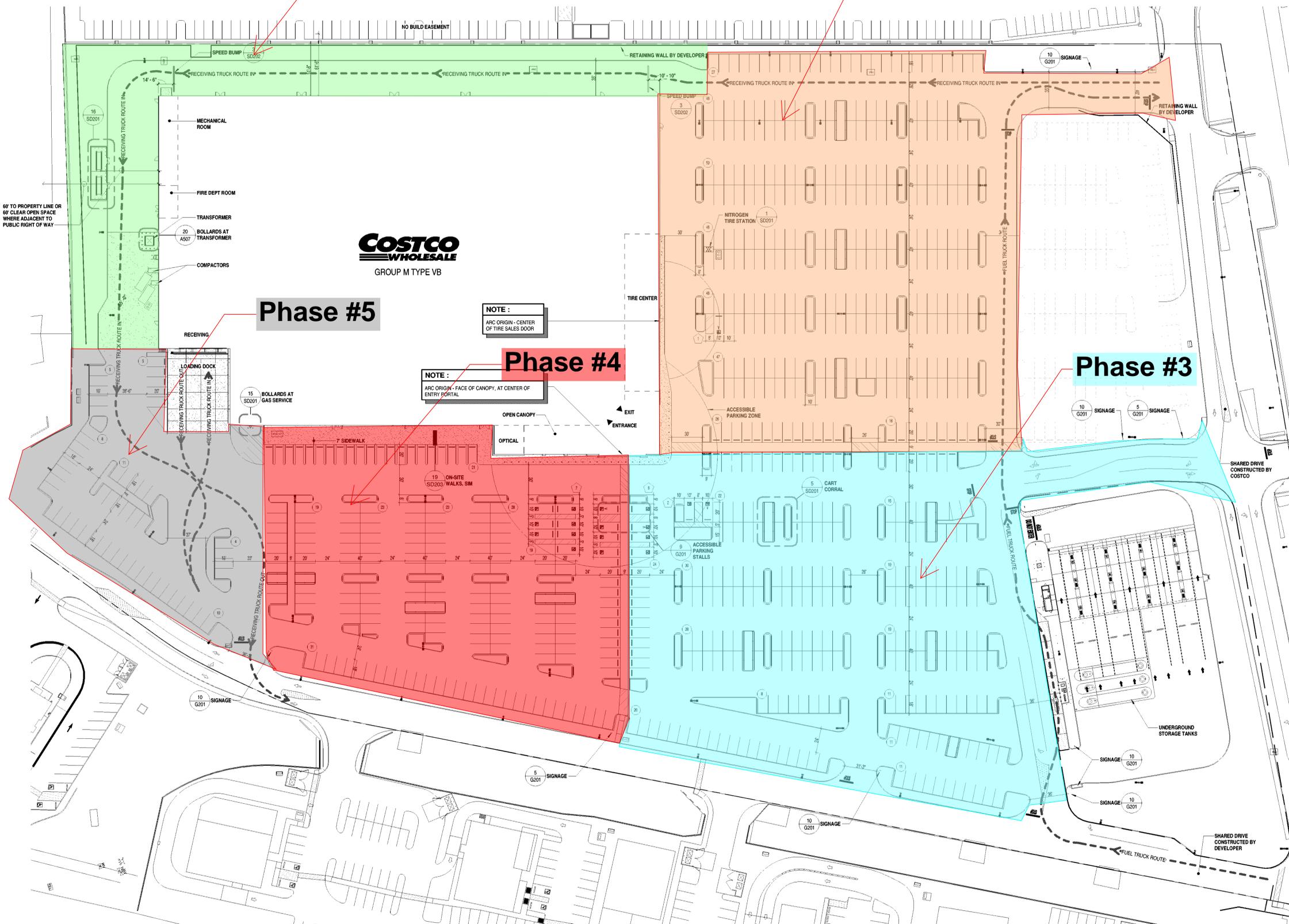
Phase #1

Phase #2

Phase #5

Phase #4

Phase #3



COSTCO WHOLESALE
GROUP M TYPE VB

NOTE:
ARC ORIGIN - CENTER
OF TIRE SALES DOOR

NOTE:
ARC ORIGIN - FACE OF CANOPY, AT CENTER OF
ENTRY PORTAL

NOTE:
GENERAL CONTRACTOR IS TO CONFIRM THAT ADA PARKING AND ACCESSIBLE PATH
PAVEMENT MEETS ADA SLOPE REQUIREMENTS (2% MAX SLOPE) - IF PAVEMENT DOES
NOT MEET ADA REQUIREMENTS, GENERAL CONTRACTOR IS TO REMOVE AND REPLACE
PAVEMENT TO MEET ADA REQUIREMENTS AT NO ADDITIONAL COST TO OWNER

NOTE:
SITE PLAN IS FOR
REFERENCE ONLY. SEE
CIVIL DRAWINGS FOR
HORIZONTAL CONTROL.

NOTE:
DO NOT PLACE CART
CORRALS NEXT TO
LANDSCAPE ISLANDS

NOTE:
SEE G203 FOR SIGNAGE
LOCATIONS

1 SITE PLAN
SCALE: 1" = 40'-0"



CITY OF KYLE, TEXAS

Stop Sign - Silverado & Veterans

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An Ordinance Repealing Ordinance No. 1033, Regulating Traffic, Authorizing and directing the installation and erection of stop signs for the traffic control at the intersection of Silverado Drive and FM 150 (Rebel Drive) in the City Limits of Kyle; Repealing any ordinance or resolution in conflict; providing a severability clause; Declaring a penalty; and providing an effective date. ~ *Leon Barba, P.E., City Engineer*

City Council voted 4-3 to approve on first reading on 7/19/2022.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Repeal of STOP signs on Rebel Drive (Veterans Drive) and Silverado - Ordinance No. 1033

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 1033, REGULATING TRAFFIC, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF STOP SIGNS FOR THE TRAFFIC CONTROL AT THE INTERSECTION OF SILVERADO DRIVE AND FM150 (REBEL DRIVE) IN THE CITY LIMITS OF KYLE; REPEALING ANY ORDINANCE OR RESOLUTION IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Charter of the City of Kyle, Texas, the city council as the legislative governing body of the city has the power and authority to ordain, amend, or repeal, and enforce ordinances and resolutions for any public purpose not in conflict with the charter or federal or state law; and

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

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

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

SECTION 2. Street Name Change. FM150 (Rebel Drive) has been renamed Veterans Drive.

SECTION 3. Veterans Drive Stop Signs. Stop signs shall be removed at the intersection of Veterans Drive and Silverado Drive (both generally northbound and southbound).

SECTION 4. Silverado Drive Stop Sign. The stop sign for generally westbound traffic shall remain in place at the intersection of Silverado Drive and Veterans Drive. All vehicles proceeding along Silverado Drive shall come to a full stop immediately before reaching the intersection. It shall be unlawful for the operator of any vehicle to disobey the instructions of the stop sign. It shall be unlawful for any person to willfully deface, injure, move, remove, obstruct or interfere with this stop sign. Any person violating any provisions of this Ordinance shall be subject to the penalty provided in Section 1-14 of the Code of Ordinances.

SECTION 5. Repeal. Ordinance No. 1033 is hereby repealed in its entirety.

AN ORDINANCE REGULATING TRAFFIC, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF STOP SIGNS FOR THE TRAFFIC CONTROL AT THE INTERSECTION OF SILVERADO DRIVE AND FM150 (REBEL DRIVE) IN THE CITY LIMITS OF KYLE; REPEALING ANY ORDINANCE OR RESOLUTION IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

SECTION 6. Repeal of Conflicting Ordinances or Resolutions. All resolutions or ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby repealed to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other resolution, code or ordinance of the City, or parts thereof, the terms and provisions of this ordinance shall govern.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

SECTION 8. Effective Date. This ordinance shall be effective from and after its approval and passage in accordance with the Texas Local Government Code and the city charter.

SECTION 9. Open Meetings. That is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

PASSED AND APPROVED on this the ____ day of _____, 2022.

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

ATTEST:

The City of Kyle, Texas

Jennifer A. Holm, City Secretary

Travis Mitchell, Mayor



CITY OF KYLE, TEXAS

Consideration and Approval of an Ordinance Authorizing the Issuance of General Obligation Bonds

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: *(First and Final Reading)* Consideration and Approval of an Ordinance Authorizing the Issuance of “City of Kyle, Texas General Obligation Bonds, Series 2022”; Levying a Continuing Direct Annual Ad Valorem Tax, within the Limitations Prescribed by Law, for the Payment of the Bonds; Authorizing the Execution of any Necessary Engagement Agreement with the City’s Financial Advisors; and Providing for an Effective Date. ~
Stephanie Leibe, Norton Rose Fulbright US LLP

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Ordinance Authorizing the Issuance of General Obligation Bonds

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF KYLE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2022”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; DELEGATING AUTHORITY TO THE CITY MANAGER, DIRECTOR OF FINANCE, AND CERTAIN OTHER AUTHORIZED OFFICIALS TO APPROVE AND EXECUTE DOCUMENTS RELATING TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE PROVISIONS OF THE DEPOSITORY TRUST COMPANY’S LETTER OF REPRESENTATIONS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE CITY’S FINANCIAL ADVISORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Kyle, Texas (the *Issuer* or the *City*) hereby finds and determines that general obligation bonds of the City in the total principal amount of \$ __, __, __ (being the principal amount of \$ __, __, __ and a portion of the reoffering premium of \$ ____) of the hereinafter defined voter authorization should be issued and sold at this time, being the first series of general obligation bonds approved and authorized to be issued at an election held on November 3, 2020 (the *Election*), the authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this ordinance, and amounts remaining to be issued from such voted authorization subsequent to the date hereof being as follows:

<u>Date Voted</u>	<u>Purpose</u>	<u>Amount Authorized</u>	<u>Previously Issued Bonds</u>	<u>Bonds Issued Herein</u>	<u>Premium allocated to Voted Authority</u>	<u>Amount Unissued</u>
11/03/2020	Public Safety Facility	\$37,000,000	\$ ____	\$ __, __, __	\$ ____	\$ ____
11/03/2020	Parks	\$10,000,000	\$ ____	\$ __, __, __	\$ ____	\$ ____

WHEREAS, the Governing Body intends to issue an aggregate principal amount of \$ __, __, __ in general obligation bonds the proceeds of which will be utilized for the purposes of: (i) planning, designing, constructing, improving and equipping a public safety facility, specifically a new police station and emergency operations center in the City, (ii) planning, designing, constructing, improving and equipping of, and acquisition of real property for, parks in the City, and (iii) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, the Governing Body hereby finds and determines that, pursuant to applicable Texas law, the delegation to an Authorized Official with the authority to execute an Approval Certificate (a form of which is attached hereto as Schedule I) to approve the final terms of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that issuance of the general obligation bonds is in the best interests of the residents of the City, now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/100 DOLLARS (\$____,____,____) to be designated and bear the title “City of Kyle, Texas General Obligation Bonds, Series 2022” (the *Bonds*), for the purpose of providing funds for the purposes of: (i) planning, designing, constructing, improving and equipping a public safety facility, specifically a new police station and emergency operations center in the City, (ii) planning, designing, constructing, improving and equipping of, and acquisition of real property for, parks in the City, and (iii) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1331, and 1371, as amended, Texas Government Code, the Home Rule Charter of the Issuer, this ordinance adopted by the Governing Body on August 2, 2022, and the Election referenced in the preamble to this Ordinance.

As authorized by Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), each Authorized Official (defined herein) is hereby authorized, appointed, and designated as the officers of the Issuer authorized to act on behalf of the Issuer in selling and delivering the bonds as authorized herein and carrying out the procedures specified in this Ordinance, including approval of the following terms and provisions for the general obligation bonds:

- A. the principal amount of the Bonds issued hereunder shall not exceed \$38,000,000, (determined as the amount of principal of such Bonds allocated to the authorization approved by voters of the City at the Election);
- B. the maximum maturity of any series of Bonds shall not occur later than August 15, 2042;
- C. the true interest cost on each series of Bonds shall not exceed a rate greater than 4.5% per annum; and
- D. the final series of Bonds hereunder issued shall be sold on or before August 2, 2023 (though the initial delivery of a particular series of Bonds may occur within a reasonable period of time occurring thereafter, as determined by an Authorized Official).

Any Authorized Official, acting for and on behalf of the Issuer, is authorized, to complete and execute an Approval Certificate, in substantially the form attached hereto as Schedule I. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the Issuer to the

initial purchasers thereof in accordance with the provisions of Chapter 1371 and as set forth in Schedule I. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Ordinance as evidence of the issuance of the Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for the Bonds, which includes (A) completion of the preamble to this Ordinance, (B) selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in the Approval Certificate, and (C) such other necessary technical modifications to this Ordinance (including the renumbering of sections hereof) to accommodate all other terms and provisions of this Section 1. In addition to the foregoing, each Authorized Official is authorized to execute, as the act and deed of the Issuer and on behalf of the Governing Body, any and all contracts, agreements, letters, and certificates, relative to the Bonds that may be required by this Ordinance, as supplemented in the manner described above, or determined to be necessary or advisable in connection with the issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a nationally recognized rating agency for municipal securities in one (1) of the four (4) highest rating categories for long term obligations, as required by Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Bond Date. The Bonds are issuable in fully registered form only; shall be dated August 1, 2022 (the *Bond Date*) and shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward; and the Bonds shall become due and payable on August 15 in each of the years and in principal amounts (the *Stated Maturities*), in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

Years of
Stated Maturity

Principal
Amounts (\$)

Interest
Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing February 15, 2023, while the Bonds are Outstanding.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable, without exchange or collection charges to the Holder (as hereinafter defined), appearing on the registration and transfer books maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of Wilmington Trust, N.A., Dallas, Texas to serve as the initial Paying Agent/Registrar (the *Paying Agent/Registrar*) for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Bonds (the *Holder* or *Holder*s) appearing on the Security Register maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of paying interest thereon, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof upon redemption of the Bonds or at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds, shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Term Bonds. The Bonds stated to mature on August 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

Term Bonds
Stated to Mature
on August 15, 20

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after August 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on August 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by

the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (2) to transfer or exchange any Bond selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 5: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by its Mayor or Mayor Pro Tem under the seal of the Issuer reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Bond Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration

substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, transfer, or exchange of the Bonds shall at all times be kept and maintained by the Issuer at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denominations and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/ Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds", evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and

delivered pursuant to Section 16 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7: Initial Bond. The Bonds herein authorized shall be issued initially either (i) as a fully registered Bond in the total principal amount of \$ __, __, __ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond*) and, in either case, the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts, bearing applicable interest rates, and shall be lettered “R” and numbered consecutively from one (1) upward, for transfer and delivery to the Holders named and at the addresses identified therefor; all pursuant to and in accordance with and pursuant to such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and any reproduction of an opinion of Bond Counsel) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Hays
CITY OF KYLE, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2022

Bond Date:
August 1, 2022

Interest Rate:

Stated Maturity:

CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Kyle, Texas (the *Issuer*), a body corporate and municipal corporation located in the County of Hays, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof (computed on the basis of a 360-day year of twelve 30-day months) from the Bond Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2023.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding the Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ __, __, __ (the *Bonds*) pursuant to an ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose of providing funds for: (i) planning, designing, constructing, improving and equipping a public safety facility, specifically a new police station and emergency operations center in the City, (ii) planning, designing, constructing, improving and equipping of, and acquisition of real property for, parks in the City, and (iii) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, in conformity with the laws of the State of Texas, particularly Chapters 1251, 1331, and 1371, as amended, Texas Government Code, the Election, and the Ordinance.

As specified in the Ordinance, the Bonds stated to mature on August 15, 20__ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

Term Bonds Stated to Mature on August 15, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the Issuer and delivered to the Paying Agent/Registrar for cancellation (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Ordinance, the Bonds having Stated Maturities on and after August 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on August 15, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and

provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the Issuer.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Ordinance.

As provided in the Ordinance and subject to certain limitations contained therein, this Bond is transferable on the Security Register of the Issuer, upon presentation and surrender of this Bond for transfer at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as

the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Issuer has caused this Bond to be duly executed under its official seal.

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Ordinance; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: WILMINGTON TRUST, N.A., DALLAS,
TEXAS, as Paying Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

F. Initial Bond. The Initial Bond shall be in the form set forth in paragraph B of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

(1) immediately under the name of the bond the headings "Interest Rate ____" and "Stated Maturity ____" shall both be completed "as shown below";

(2) the first two paragraphs shall read as follows:

The City of Kyle, Texas (the *Issuer*), a body corporate and municipal corporation located in the County of Hays, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of August in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
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(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Bond Date specified above or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for

until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*) commencing February 15, 2023.

Principal of this Bond shall be payable to the Holder, upon presentation and surrender to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of Wilmington Trust, N.A., Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding the Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers (hereinafter defined), the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, certain terms used in Sections 18 and 36 of this Ordinance have the meanings assigned to them in such Sections, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, City Secretary, City Manager, Director of Finance, and/or City Secretary, or a designee for any of the foregoing.

B. The term *Bond Fund* shall mean the special fund created and established by the provisions of Section 10 of this Ordinance.

C. The term *Bonds* shall mean the \$____,____,____ "CITY OF KYLE, TEXAS GENERAL OBLIGATION BONDS, SERIES 2022" authorized by this Ordinance.

D. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment in full by the Purchasers.

E. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

F. The term *Depository* shall mean an official depository bank of the Issuer.

G. The term *Government Securities*, as used herein, shall mean: (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

H. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Bond.

I. The term *Insurance Policy* shall mean the municipal bond insurance policy issued by the Insurer insuring the payment when due of the principal and interest of on the Bonds as provided therein.

J. The term *Insurance Premium* shall mean the premium paid by the Purchasers for the Insurance Policy.

K. The term *Insurer* shall mean Build America Mutual Assurance Company or any successor thereto or assignee.

L. The term *Interest Payment Date* shall mean the date semiannual interest is payable on the Bonds, being February 15 and August 15 of each year, commencing February 15, 2023, while any of the Bonds remain Outstanding.

M. The term *Issuer* shall mean the City of Kyle, Texas, located in the County of Hays, Texas and, where appropriate, the Governing Body of the Issuer.

N. The term *Ordinance* shall mean this ordinance adopted by the Governing Body of the Issuer on August 2, 2022.

O. The term *Outstanding* when used in this Ordinance with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 19 of this Ordinance; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 16 of this Ordinance.

P. The term *Purchasers* shall mean the initial purchaser or purchasers of the Bonds named in Section 17 of this Ordinance.

Q. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on August 15 of each year the Bonds are Outstanding, as set forth in Section 2 of this Ordinance.

SECTION 10: Bond Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special fund to be designated "GENERAL OBLIGATION BONDS, SERIES 2022 INTEREST AND SINKING FUND" (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 18. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Ordinance may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United

States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes; Surplus Bond Proceeds. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds, and (ii) sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current fiscal year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The Governing Body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the Issuer.

Accrued interest received from the Purchasers of the Bonds shall be deposited to the Bond Fund and ad valorem taxes levied and collected for the benefit of the Bonds shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security for Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 13: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer: (a) defaults in the payments to be made to the Bond Fund; or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body of the Issuer and

other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 14: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 15: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 16: Mutilated - Destroyed - Lost and Stolen Bonds. If: (i) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond; and (ii) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the

Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 17: Sale of Bonds at Negotiated Sale; Approval of Official Statement; Proceeds of Sale. The Bonds authorized by this Ordinance are hereby sold by the City to Robert W. Baird & Co. Incorporated, Houston, Texas, as the authorized representative of a group of purchasers at a negotiated sale (the *Purchasers*, and having all of the rights, duties, and obligations of a Holder) in accordance with the provisions of a Purchase Contract dated _____, 2022 (the *Purchase Contract*), attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a cash premium of \$ _____ (taking into account the Purchasers' compensation of \$ _____ [and Insurance Premium of \$ _____]), plus accrued interest to the date of initial delivery of the Bonds to the Purchasers, and is hereby approved and confirmed. The Initial Bond shall be registered in the name of Robert W. Baird & Co. Incorporated. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the City. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Bonds shall be applied as follows:

(1) Accrued interest on the Bonds (in the amount of \$ _____) received from the Purchasers shall be deposited into the Bond Fund.

(2) The City received a [net] reoffering premium from the sale of the Bonds of \$ _____ which is hereby allocated by the City in the following manner: (A) \$ _____ to pay the Purchasers' compensation, (B) [\$ _____ to pay the Insurance Premium,] (C) \$ _____ to pay the costs of issuance, and (D) the remaining \$_____.00 is allocated toward the City's voted authority and deposited as described in Paragraph (3) below.

(3) The balance of the proceeds (including a portion of the [net] reoffering premium in the amount of \$_____.00 as described above and principal in the amount of \$_____,_____.00, totaling \$ _____) derived from the sale of the Bonds (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Bonds. This special construction account shall be established

and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Bonds pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11 of this Ordinance.

Furthermore, the City hereby ratifies, confirms, and approves in all respects (i) the City's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with SEC Rule 15c2-12, as amended (the *Rule*) and (ii) the use and distribution of the Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by an Authorized Official), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute the final Official Statement, dated _____, 2022, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and/or City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchaser. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

- and
- (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations;
 - (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Bonds:

- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield on any Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Bonds with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four (4) years or more.

K. Elections. The Issuer hereby directs and authorizes any Authorized Official, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

SECTION 19: Satisfaction of Obligation of the Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when: (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent; and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof (or if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable (if at all), the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the

redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 20: Ordinance a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Issuer, and its successors and assigns, and it shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall: (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds; (ii) give any preference to any Bond over any other Bond; or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 21: Control and Custody of Bonds. The Mayor of the Issuer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas including the printing and supply of definitive Bonds and shall take and have charge and control of the Initial Bond pending its approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official, any or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the Issuer's Financial Advisors, Bond Counsel, and the Paying Agent/Registrar, to make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin and San Antonio, Texas, as Bond Counsel, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of initial delivery and payment for the Bonds. Printing of a true and correct reproduction of said opinions on the reverse side of each of the Bonds is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor

attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, the Purchasers, and the Holders any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, the Purchasers, and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 28: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 29: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 30: Authorization of Paying Agent/Registrar Agreement. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Ordinance.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Ordinance are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body of the Issuer.

SECTION 32: Book-Entry-Only System. The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (the *DTC*), as set forth herein. Each Stated

Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Register are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption; or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that: (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter; (b) the Representation Letter shall be terminated for any reason; or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 33: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the Issuer or any person executing any Bond.

SECTION 36: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

MSRB means the Municipal Securities Rulemaking Board.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the City's continuing disclosure undertaking, described in Subsections B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2022, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 17 of this Ordinance, being the information described in Exhibit D hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within 180 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Holders of the Bonds, if material;

- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that

such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the “Policies and Procedures”), attached hereto as Exhibit E, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 37: [Municipal Bond Insurance. The payment of the debt service requirements on the Bonds is insured by the Insurer pursuant to the Insurance Policy.]

SECTION 38: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Purchase Contract, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to: (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance; (ii) obtain a rating from any of the national bond rating agencies; or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Contracts with Financial Advisor. The Governing Body authorizes each Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds.

SECTION 40: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 41: Ancillary Bond Contracts. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to Chapter 1371, and any other applicable law, the Governing Body, hereby delegates to each Authorized Official other than the Mayor the authority to independently select the counterparty to any agreement with any paying agent/registrar, rating agency, securities depository, or any other contract that is determined by an Authorized Official (other than the Mayor), the City's Financial Advisors, or the City's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the Ancillary Bond Contracts); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the City. As a result of such delegation, the

provisions of Section 2252.908, as amended, Texas Government Code, are not applicable to the Ancillary Bond Contracts pursuant to 1 Texas Administrative Code Sec. 46.1(c).

SECTION 42: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

PASSED AND ADOPTED by the Governing Body of the City of Kyle, Texas, this the 2nd day of August, 2022.

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO SCHEDULES AND EXHIBITS

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SCHEDULE I

APPROVAL CERTIFICATE

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Purchase Contract

See Tab No. __

EXHIBIT C

DTC Letter of Representations

See Tab No. __

EXHIBIT D

Description of Annual Financial Information

The following information is referred to in Section 36 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the City appended to the Official Statement as [Tables 1, 2, 3, 4, 6, 7, 8, and 9 of Appendix A].

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT E

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Ordinance. “Bonds” refer to the Bonds that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the “Effective Date”), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City’s compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the “Rule Amendment”) and has accommodated this amendment by adding paragraphs (15) and (16) to Section 36 of the Ordinance, which provisions are a part of the Undertaking.

IV. The City is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the “Policies and Procedures”) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City’s obligations under the Rule, the advice from and discussions with the City’s internal senior staff (including staff charged with administering the City’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the “Compliance Team”):

1. the City Manager and the Director of Finance of the City (each, a “Compliance Officer”) shall be responsible for satisfying the City’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City’s information of the type described in Section 36 of the Ordinance;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 36 of the Ordinance;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and

the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.



CITY OF KYLE, TEXAS

Consideration and Approval of a Resolution Relating to Establishing the City's Intention to Reimburse Itself

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consideration and Approval of a Resolution Relating to Establishing the City's Intention to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Constructing Various City Improvements from the Proceeds of Tax-Exempt Obligations to Be Issued By the City for Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; And Providing an Effective Date ~ *Stephanie Leibe, Norton Rose Fulbright US LLP*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Draft Resolution

RESOLUTION NO. ____

A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Kyle, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) (a) planning, designing, constructing, improving and equipping street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage, traffic safety signalization and signage, and landscaping incidental thereto, and (b) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iv) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (v) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*); and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$8,000,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

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

SECTION 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2. The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3. The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4. The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6. With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict,

and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 2nd day of August, 2022.

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)



CITY OF KYLE, TEXAS

Landscape Maintenance - HMP

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action to approve 1-Year Landscape Maintenance at Heroes Memorial Park in an amount not to exceed \$90,059.00. ~ *Ryan Rosborough, AG|CM*

* \$90,059.00 = \$70,059.00 (In Contract Landscaping Per Attached Quote) + \$20,000 (Out of Contract Allowance for Additional Landscaping Options for Parks Dept. Consideration Throughout the Year)

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Kyle Heroes Memorial Park - Landscape Maintenance (1) - Cleanscapes Items

Cadence McShane Construction Company LLC
1221 S. Mopac Expressway, Suite 250
Austin, Texas 78746
Phone: (512) 328-1411
Fax: (512) 328-1432

Project: 02-0242 - Kyle Heroes Memorial Park
Kohlers Crossing & Kyle Parkway (FM 1626)
Kyle, Texas 78640

DRAFT

Prime Contract Potential Change Order #031: Landscaping Maintenance - (1) year Cleanscapes

TO:	City of Kyle, a Texas home rule municipal corporation 100 W. Center St. Kyle Texas, 78640	FROM:	Cadence McShane Construction Company LLC 5057 Keller Springs Rd #500 Addison 75001
PCO NUMBER/REVISION:	031 / 0	CONTRACT:	1 - Kyle Heroes Memorial Park
REQUEST RECEIVED FROM:		CREATED BY:	Kolton Matthews (Cadence McShane Construction Company LL)
STATUS:	Draft	CREATED DATE:	7/28 /2022
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$70,059.00

POTENTIAL CHANGE ORDER TITLE: Landscaping Maintenance - (1) year Cleanscapes

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #075 - Landscaping Maintenance (1)

Per Nudge outlined Maintenance requirements for Landscaping items per the highlighted items noted herein are included. Monthly rate of \$5,066.24. Alternate additional cost options provided in the quote.

ATTACHMENTS:

[Kyle Heroes Memorial Park - Landscape Maintenance \(1\) - Cleanscapes Items.pdf](#) [_Heroes Memorial Park - Landscape Maintenance Proposal - 2022-23.pdf](#)

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	32-9200 - Turf and Grasses	Per Nudge outlined Maintenance requirements for Landscaping items per the highlighted items noted herein are included. Monthly rate of \$5,066.24. Alternate additional cost options provided in the quote.	Subcontracts	\$ 60,794.00
2	N/A		Mark-up		\$ 9,265.00
Subtotal:					\$70,059.00
Grand Total:					\$70,059.00

Not for signature - CMC will issue official PCCO once option is chosen.

Nudge Design

2051 South Lamar
Austin Texas 78704

**City of Kyle, a Texas home rule municipal
corporation**

100 W. Center St.
Kyle Texas 78640

**Cadence McShane Construction Company
LLC**

5057 Keller Springs Rd #500
Addison 75001

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



July 26, 2022

David Harding
City of Kyle - AGCM
100 W. Center Street
Kyle, TX 78640

RE: Landscape Maintenance Bid for Heroes Memorial Park

Dear Mr. David Harding,

We appreciate the opportunity to work with you on your property. Our services include landscape maintenance and construction, enhancements, chemical applications, design, arbor care, and irrigation management. Clean Scapes will bring our nationally recognized award-winning quality and experience to Heroes Memorial Park.

Landscape Maintenance Pricing (Line Item Proposal Attached)

	Monthly	Annual
In Contract *Excludes Tax	\$5,066.24	\$60,794.88
Out of Contract *Excludes Tax	(See Attached Proposal)	

Please let me know a convenient time to discuss this proposal in further depth.

Sincerely,

Trey Webb
Clean Scapes
twebb@cleanscapes.net
512-924-8933

Authorized Approval

Print Name

Date



Landscape Maintenance Proposal

Heroes Memorial Park
City of Kyle - AGCM
4100 S FM 1626
Kyle, TX 78640
8/1/2022 - 12/31/2023

Trey Webb
Clean Scapes
512-924-8933
twebb@cleanscapes.net
7/26/2022

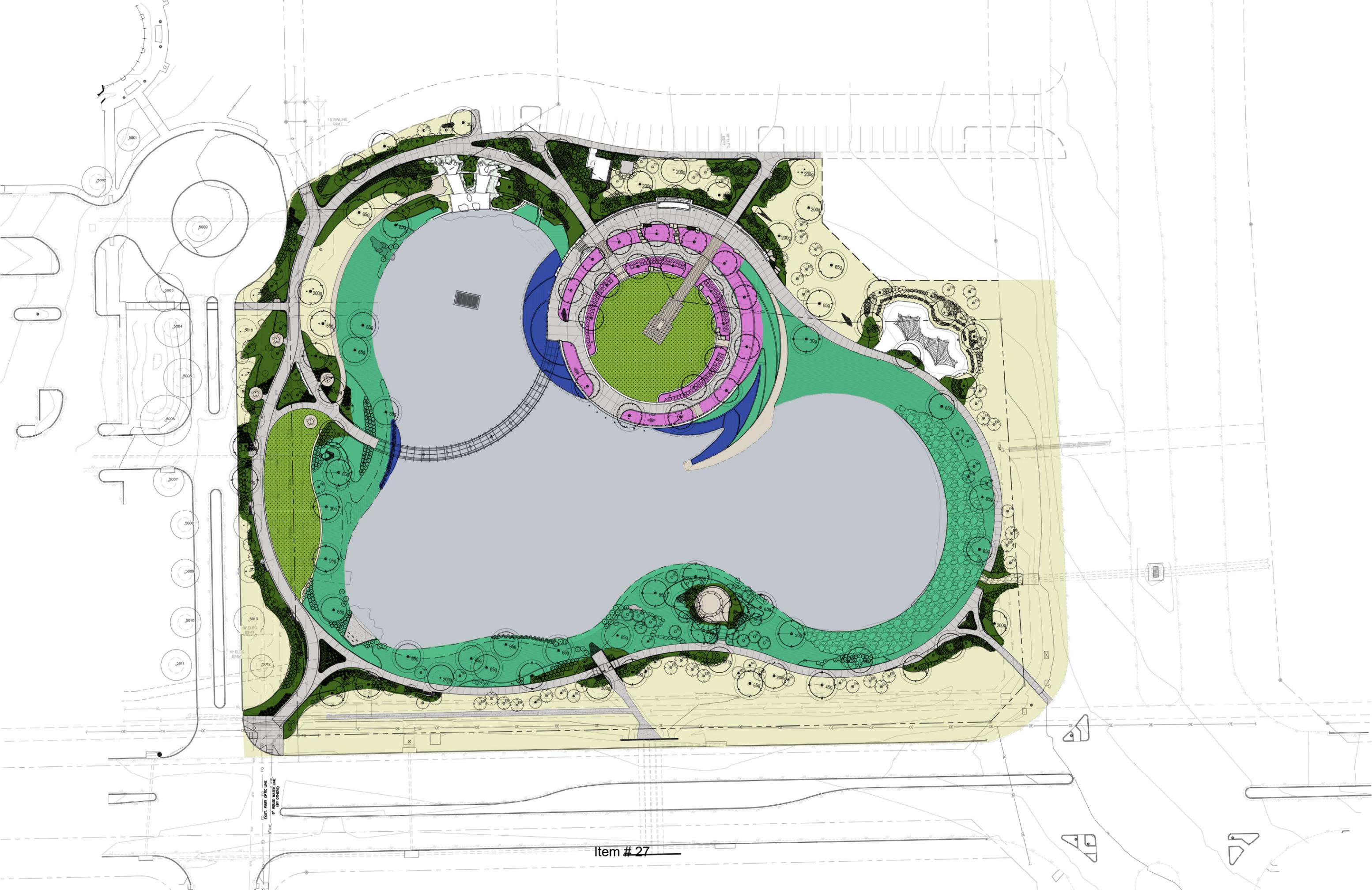
IN CONTRACT

Quantity	Unit	Section	Line Item
42	Visits	Labor	Crew Service Time
42	Visits	Labor	Account Manager Time
12	Visits	Labor	Irrigation Time
1	LS	Mulch	Spring Native Hardwood
2	Applications	Turf Chem	ORGANIC Fertilizer
1	Applications	Turf Chem	ORGANIC Pre-Emergent
1	Applications	Shrub Chem	ORGANIC Shrub Fertilizer
21	Applications	Other Chem	Fire Ant - Mound Treatment

IN CONTRACT	Monthly	Annual
In Contract Sub-Total	\$5,066.24	\$60,794.88
Tax	\$0.00	\$0.00
IN CONTRACT TOTAL	\$5,066.24	\$60,794.88

OUT OF CONTRACT *Excludes Tax

Quantity	Unit	Section	Line Item	Total Price
1	LS	Mulch	Fall Native Hardwood	\$7,897.50
1	Visits	Extra Services	Aerification - Turf Lawns	\$500.00
1	Visits	Extra Services	Top Dressing - Turf Lawns	\$3,600.00
1	Visits	Extra Services	Structrual Pruning - 20 Cedar Elms	\$3,300.00
1	Visits	Extra Services	Organic Tree Fertilization (275 trees)	\$9,500.00



Item # 27

Highlighted items are included in Cleanscapes price. Other items not highlighted are not included in this price and shall be done by others through City of Kyle and Nudge.

Lighting and power system-

The park includes several light fixture types (purple, refer to diagram) that will need to be cleaned. All light fixtures should also be inspected to confirm working condition every (12) months. Cleaning of fixtures shall include soft brushing or cloth washing with cleaning agent, rinsing with fresh water and cleaning of glass/lens surfaces with a soft cloth and cleaning agent. All light fixture locations are shown as purple in diagram unless otherwise noted.

Pole lighting- There are (7) pole lights with 2-3 fixtures per pole. Locations will require a ladder to fully clean.

Step lighting- All recessed step lights will be cleaned as part of the general pavement washing process. No special cleaning is needed.

Recessed uplighting- Fixtures are located at the "family garden" sign, each picnic table, under the peace garden text slabs and along the "honor wall". There are (34) fixtures that should be cleaned every (6) months.

Stake-mounted uplighting- Fixtures are located around trees in numerous areas. There are approximately (50) fixtures that should be cleaned every (12) months.

Bollard area lighting- These are the dominant fixture for lighting various pathways and areas. In addition to cleaning, these fixtures should be reviewed for ant/insect nest intrusion or signs of moisture intrusion. There are approximately (60) fixtures that should be cleaned every (12) months.

Handrail lighting- All railings will be cleaned as part of general bridge and structure washing. No special cleaning is needed.

"dandelion" lights (pink, refer to diagram)- These lights are located at the web garden. They include a large steel orb and enclosed fixture. The fixture does not need to be cleaned directly, but the (8) orbs and poles should be cleaned every (12) months. Locations will require a ladder to fully clean.

"lightning bug lights" (pink, refer to diagram)- These lights are located around the peace garden. They include a steel tube and enclosed fixture. The fixture does not need to be cleaned directly, but the (23) poles should be cleaned every (12) months. These are low height and will not require a ladder.

Waterfeature lighting- These systems will be cleaned or inspected for cleaning as part of the waterfeature maintenance program.

Pond Underwater lighting- There are (7) underwater lights that will need lens cleaning (1) timer per year. This can be done when the primary wall is cleaned because it may require special equipment such as a boat.

Lighting controls- The park includes a lighting control system. The system should be checked (2) times per year for performance and incorporation of owner-driven program changes.

Power system- The park includes (2) free-standing outlets and (4) outlets mounted in poles. It also includes event power supply at the base of the lawn/stage area. These fixtures will need to be checked and cleaned (1) time per year.

Features and fixtures-

The park includes various furniture and fixture items that will need to be cleaned. Cleaning of furniture and fixtures shall include soft brushing or cloth washing with cleaning agent, rinsing with fresh water and cleaning of glass/lens surfaces with a soft cloth and cleaning agent.

Trash and recycle bins (yellow, refer to diagram)- there are (3) pairs of steel cans that will need to be cleaned monthly, or (12) times per year. These should be brushed.

Water fountain (dark aqua, refer to diagram)- There is (1) water fountain that should be cleaned weekly, or (52) times per year. The water fountain should also be turned off and bled if sustained low/freezing temperatures are expected.

Picnic tables (dark purple/blue, refer to diagram)- There are (4) picnic tables with limestone seating blocks. The table surface should be cleaned weekly, or (52) times per year. The seat blocks should be cleaned every (6) months. The under-side of each table should be cleared of spider webs or insect activity weekly.

Bench seating (orange-brown, refer to diagram)- There are (7) prefabricated bench seats within the park area. These should be cleaned monthly or (12) times per year. Benches should be cleaned and sealed with a wood preservative (1) time per year. The benches should generally maintain a new/fresh appearance.

Bike racks- No special cleaning is required for bike racks.

Pump house (dark green, refer to diagram)- The pump house is a 200 square foot solid masonry building with stained wood roof structure and metal roof. It is important to avoid high-pressure washing of this structure because it will strip the stain of the wood and possibly compromise the masonry grouting. The structure should be brushed/washed every (12) months. The interior of the pump house should be swept, mopped and cleared of spider webs every (12) months. The AC unit for the pump house should have a filter replacement or cleaning every (6) months. The perimeter of the room should be checked for evidence of termite activity and active wasp/hornet nests should be sprayed (2) times per year. Termites should be treated on an as-needed basis.

Web garden feature and fall surface (aqua, refer to diagram)- This feature consists of steel tube pipe supports, rope mesh and engineered fiber mulch fall surface. The steel tube and rope mesh should not require regular cleaning or maintenance. The 2,800 square foot fall surface should be inspected every (6) months to ensure it meets the intent of safety requirements. The mulch area should be cleared of leaves, trash and other debris every other week, or (26) times per year.

Bridges (grape-purple, refer to diagram)- The park includes 45 linear feet of foot bridge and 190 linear feet of feature bridge. The foot bridges should be washed every (6) months, including debris removal between decking pieces. The walking surface of the feature bridge should be washed every (6) months. The under-side of the feature bridge should be washed and cleared of spider webs every (12) months. This may require use of a boat or other special equipment for access.

Railings- The park includes approximately 770 linear feet of 42"-48" high cable railing. These railings should be sprayed and washed to removed dust/debris every (12) months, but should be checked monthly for general removal of spider webs.

Paving and hardscape- The park includes approximately 34,000 square feet of paved/brick or bridge walking surface. All areas should be blown clear of debris and dust during each visit when turf grass is cut. Refer to turf grass care for frequency. Stone or concrete paving does not need regular power-washing, but such cleaning may be negotiated on an as-needed basis. Stabilized gravel pathways should never be power-washed. Brick paving should never be power-washed to avoid displacement of jointing sand. Leafy debris should be blown into adjacent landscape areas in most areas. Refer to vegetation care for more information. Refer to “bridges” section for washing/cleaning of bridge surfaces.

Primary retaining wall (orange, refer to diagram)- This wall should be generally power-washed (1) time per year. The main focus of washing will be removal of visible stain lines along the waterline. It is 290 feet long and the visible surface that would be subject to cleaning is approximately 5 feet tall. A boat or special equipment may be required for cleaning the front/water edge.

Secondary walls and stair (bright green, refer to diagram)- There are approximately 450 linear feet of secondary walls/stair that will require power-washing (1) time per year. These walls are intended for seating and average 20 inches tall.

Signage and Graphics systems-

Secondary signage features, main flagpole base/panel and POW/MIA flagpole base (magenta, refer to diagram)- All signage should be cleaned (2) times per year. Signage should not be power-washed. Scrub with a wet cloth/detergent and rinse with clean water. These features are low/small and will not require special equipment for cleaning. There are approximately (14) locations.

Family garden signage feature (magenta; elongated line, refer to diagram)- Feature should be cleaned (2) times per year. Signage should not be power-washed. Scrub with a wet cloth/detergent and rinse with clean water. This sign is somewhat tall and will require a ladder for cleaning.

Honor wall (bright red, refer to diagram)- this wall includes a mixture of etched granite and porcelain graphic panels. It is a major focus of the park and should be kept in very good condition; clean thoroughly (2) times per year. The wall is approximately 150 linear feet and includes 10 feet of graphics on the front face. The back of the wall should also be cleaned, but the height varies from 10 feet to 5 feet. Refer to WinsorFireform care instructions for more information.

Flags- Fabric flags are expected to be maintained by Kyle VFW and/or City of Kyle.

Water feature systems-

The site includes (3) water features that are fed from a common pump room (dark green, refer to diagram). None of these features are intended to be “interactive” or designed for human contact. Installed equipment and other details may be found in construction documents, specifications or as-built documentation. Refer to contractor-provided operations and maintenance manual for system information and requirements.

Cascade feature (blue, refer to diagram)- Feature should be power-washed (3) times per year to remove sediment or algae that may form on surfaces. Inlet wells (3) should be checked for debris and cleaned as well. Refer to contractor-provided operations and maintenance manual for system information and requirements.

Honor wall feature (blue, refer to diagram)- Wall surface and basin surround should be power-washed (3) times per year, light fixture lenses should also be cleaned. The water basin should be generally skimmed for trash or loose debris weekly, or (52) times per year. The full basin may need periodic maintenance, which can be negotiated on an as-needed basis. Refer to contractor-provided operations and maintenance manual for system information and requirements.

Bridge feature- The bridge will generally be washed as part of the bridge cleaning scope. No special cleaning is required. Light fixtures associated with the bridge water scuppers should be wiped clean (1) time per year. Refer to contractor-provided operations and maintenance manual for system information and requirements.

Pump vault room- the subterranean pump vault room shall be floor swept, equipment dusted and spider-webs removed (1) time per year. Refer to contractor-provided operations and maintenance manual for system information and requirements.

Intake structure- Refer to contractor-provided operations and maintenance manual for system information and requirements.

Shade Trees and Understory Trees-

All tree work shall be done by a certified arborist. Pruning and care of trees should be done every (3) years and should be negotiated based on specific needs. The arborist should inspect the site to develop the specific scope needed at the time of care. At a minimum the scope shall include:

1. Removal of dead wood.
2. Correction of structural growth problems such as crossing limbs and co-dominant leaders.
3. Pruning of (20) cedar elms around the memorial garden to maintain consistent aspect ratio and somewhat consistent appearance.
4. Fertilization of all trees by compost, compost tea or biochar.
5. Removal of excess soil or fill material accumulating at the base of trees.
6. Check of irrigation system for optimal watering. Some trees may be removed from irrigation system over time.
7. Pruning of limbs to minimize pedestrian pathway conflicts or clearances.

Note that all tree staking should be removed no later than (18) months after time of planting.

Turf grass-

The park includes (2) turf areas. These are the only regularly maintained turf zones. (bright green, refer to diagram)

Memorial lawn- This lawn is approximately 6,800 square feet and is intended for event/high foot traffic use.

Family garden lawn- This lawn is approximately 4,800 square feet and is intended for general/occasional use.

The turf care program should include the following:

1. Mowing- Weekly March-September, Bi-weekly October-February.

2. Leaf and clipping management- The mowing area should be generally free of leaves and clipping piles. Leaves and clippings may be evenly spread in wild/tall grass areas.
3. Thatch management- This lawn should be raked to remove thatch in January. Thatch material should be removed from site.
4. Aeration- The lawn area should be core-aerated in February, prior to top-dressing. Cores should be no less than ¼ inch diameter by 4 inch depth.
5. Topdressing- The lawn area should be dressed with a nitrogen-rich compost to ½ inch depth in January or February. The compost should be raked and evenly distributed.
6. Fertilization- The lawn area soils should be tested every year to determine fertilization needs. Submit a properly collected soil sample to a reputable lab for testing and fertilization recommendations. The scope and cost of fertilization should be negotiated based on lab recommendations.
7. Pest management- Services should include management of common pests and pathogens that degrade lawn areas. Treatment of pests should be recorded in a monthly report. Measures to avoid future pest problems should be suggested in the report.
8. Fire ants- Turf areas should be maintained to minimize ant colonies at all times.

Note- All turf areas drain directly into a retention pond. Over-use of chemicals or use of chemicals that harm wildlife will degrade the park and create algae problems within the pond. It is critical that pesticides, herbicides and fertilizers be used only as needed and at a rate that is consistent with site issues. All materials shall be applied by an experienced and properly licensed contractor.

Ornamental and organized vegetation areas-

The park includes approximately 6,000 square feet of planted space that is intended to be maintained carefully (pink, refer to diagram). This area falls entirely within the memorial garden. The care of this vegetation type should include:

1. Weeding- All vegetation types other than those planted shall be removed from planting areas by hand. The only plants in this zone are:
 - a. Sideoats gramma
 - b. Little bluestem
 - c. Trailing rosemary
 - d. Dwarf olive
 - e. Leaf and clipping management- The area should be generally free of large leaves and clipping piles. Remove excessive leaves from site. Cedar elm leaves are generally ok to mix in mulch zones. Remove build-up of large leaves from foliage.
2. Mulching- 2 inches of fresh shredded bark mulch should be applied (2) times per year. If 3 inches of existing mulch is present, do not add mulch. Existing mulch can be gently freshened up with a wire rake.
3. Fertilization- Soils should be tested every year to determine fertilization needs. Submit a properly collected soil sample to a reputable lab for testing and fertilization recommendations. The scope and cost of fertilization should be negotiated based on lab recommendations. Organic amendments such as biochar, agricultural cornmeal and poultry compost are preferred.
4. Ph Management- Planting areas that include olive and rosemary plants should have soils checked for Ph levels. The Ph in these zones should be no higher than 7.5. Sulfur or other acidic

amendments may be required based on testing. This scope should be negotiated based on lab recommendations. Note that sulfur should be applied incrementally and may require several applications over a 12 month period.

5. Fire ants- Areas should be maintained to minimize ant colonies at all times.
6. Pruning- Each plant type will require specific pruning.
 - a. Sideoats gramma- Trim down to 3 inches above grade in February. Use hands to roughen crown of plant and work out thatch. Foliage may overhang pathways up to 10 inches. Avoid hedging edges and creating unnatural conditions.
 - b. Little bluestem- Trim down to 3 inches above grade in February. Use hands to roughen crown of plant and work out thatch. Foliage may overhang pathways up to 10 inches. Avoid hedging edges and creating unnatural conditions.
 - c. Trailing rosemary- Use clippers to shape and create a uniform massing. Foliage should be trimmed back along the edge of granite band at lawn. Remove all trimmed foliage from site. Remove dead, broken or sprawling branches.
 - d. Dwarf olive- Use clippers to shape and create a uniform massing. The plants should form a loosely hedged appearance.
7. Remove trash weekly, or (52) times per year.

Secondary Planting Areas-

The park includes approximately 16,000 square feet of planted space that is intended to be maintained to keep a somewhat organized appearance (dark green, refer to diagram), however it is expected that these areas will naturalize over time. These areas are generally around the outside edge of the loop path and memorial garden. The care of this vegetation type should include:

1. Weeding- All common weeds should be removed from these areas, but natives may be allowed to fill in and naturalize these areas. Common weeds may include:
 - a. Cool-season annual grasses, chickweed, henbit and clover
 - b. All invasive plants including Ligustrum, tallow and giant reed grass
 - c. Crabgrass, bahia grass, johnson grass, king ranch bluestem, Bermuda grass and nut sedge
 - d. Small shade trees such as elm or oak
 - e. Other weeds or volunteer plants may be removed to improve appearance of areas as directed
2. Mulching- 2 inches of fresh shredded bark mulch should be applied (2) times per year. If 3 inches of existing mulch and/or stable leaf litter is present, do not add mulch. These areas should eventually be mostly covered by vegetation and leaf litter. Mulching after 3 years may be limited to the immediate edges and perimeter of these areas.
3. Fertilization- Fertilization should not be required.
4. Fire ants- Areas should be maintained to minimize ant colonies (3) times per year.
5. Pruning- Plants should receive minimal regular pruning. Assume a small amount of pruning and shaping along pathways (3) times per year and heavy seasonal pruning (1) time per year (February).
 - a. Occasional pruning should include removal of dead or broken plans, removal of foliage that overhangs pathways more than 10 inches, general shaping of broadleaf plants in improve vigor or blooming, and pruning of tree/shrub limbs for pathway clearances

- b. Winter pruning (February) should include docking of grasses to 3 inches above grade. Use hands to roughen crown of clumping grasses (muhly) and work out thatch
 - c. Winter pruning of tender shrubs or perennials should include pruning foliage and stems to 10 inches above grade or as appropriate
 - d. Winter pruning of woody shrubs such as beautyberry and buttonbush should remove dead wood from previous growing seasons and shape the plants to 18-24" from base to encourage new growth
 - e. Remove spent or dead flower stalks from yuccas or similar plant types
 - f. Remove diseased or damaged sections of prickly pear to maintain shape/appearance
6. All thatch, large collected leaves, branch material should be removed from these planting areas. Small trimmings, leaves and other reasonable debris may be left in place as mulch cover.
7. Remove trash weekly, or (52) times per year.

Shortgrass Meadow-

The park includes approximately 40,000 square feet of seeded or naturalized short grass meadow (yellow, refer to diagram). These areas include common roadside grasses and wildflowers. This plant community may be mowed or maintained as desired for appearance. The suggested maintenance should include tall cutting (mow height of 3 inches or greater) (4) times per year. Mowing should be scheduled to avoid premature cutting of wildflowers. These areas are generally around the outside edge of the loop path and memorial garden. No special leaf removal, fertilization or treatment is needed. These areas will receive irrigation water as part of the park system, which should be reduced or stopped over time. The addition of water to this landscape will only encourage undesirable weeds and invasive plant growth.

Edges where shortgrass meadow and secondary planting areas interact should be generally maintained with a string trimmer or "shovel cut" style edge. This edging may be revised or removed as the park naturalizes.

Remove trash weekly, or (52) times per year.

Pond Edge Meadow-

The park includes approximately 45,000 square feet of seeded and planted riparian meadow (blue-green, refer to diagram). These areas include a wide range of grasses, trees and shrubs. This planting community will be the most naturalistic and wild in appearance. These areas are generally around the inside edge of the loop path and pond. No special leaf removal, fertilization or treatment is needed. These areas will receive irrigation water as part of the park system, which should be reduced or stopped over time. The addition of water to this landscape will only encourage undesirable weeds and invasive plant growth. The care of this vegetation type should include:

1. Weeding- All invasive weeds and plant types should be removed from these areas, but natives may be allowed to fill in and naturalize these areas. Common weeds may include:
 - a. Ligustrum, chinaberry, or tallow
 - b. Giant reed grass, cattail, and arrowhead plant
 - c. Johnsongrass, bahia grass, crabgrass- Note that this plant type will need to be a major focus for removal and monitoring

- d. Other weeds or volunteer plants may be removed to improve appearance of areas as directed, especially along the edges of pathways
2. Mulching- Mulching of bare areas may be required as vegetation establishes. Assume that 3 inches of mulch will be applied to a 24 inch strip of area along the edge of pathways or walls until the vegetation is fully established. Leaf removal is not necessary. Leaves and loose debris will become the mulch layer over time.
3. Fertilization- Fertilization should not be required.
4. Fire ants- Areas should be maintained to minimize ant colonies within 3 feet of walkways (2) times per year.
5. Pruning- Plants should receive minimal regular pruning. Assume a small amount of pruning and shaping along pathways (3) times per year and heavy seasonal pruning (1) time per year (February).
 - a. Occasional pruning should include removal of dead or broken plants, removal of foliage that overhangs pathways more than 10 inches, general shaping of broadleaf plants to improve vigor or blooming, and pruning of tree/shrub limbs for pathway clearances
 - b. Winter pruning (February) should include docking of grasses to 3 inches above grade. Due to the density and terrain, pruning will likely be done with power trimmers and brush blade trimmers. Vegetation may be uniformly docked or trimmed down somewhat (8-12 inches from grade).
 - c. Winter pruning of tender shrubs or perennials should include pruning foliage and stems to 18 inches above grade or as appropriate
 - d. Winter pruning of woody shrubs such as beautyberry and buttonbush should remove dead wood from previous growing seasons and shape the plants to 24" from base to encourage new growth
6. All thatch, large collected leaves, branch material should be removed from these planting areas. Small trimmings, leaves and other reasonable debris may be left in place as mulch cover.
7. Remove trash weekly, or (52) times per year.

Aquatic Vegetation-

The park includes approximately 3,500 square feet of aquatic vegetation (blue, refer to diagram). These areas include floating broadleaf plants and wetland grasses/rushes. Masses of floating plants should be trimmed back to the general shape/layout of the support walls below (1) time per year. Ideally this would occur after the first frost of the year so cold-damaged material could be trimmed back at the same time. Remove trash weekly, or (52) times per year with a dip net.

Irrigation system-

The site includes an automatic irrigation system. This system is fed from a potable water meter, but is designed to be fed from a reclaimed water source at a future date. Due to the nature of the site vegetation and desire to reduce watering over time, the system includes spray/rotor irrigation equipment. As shortgrass and pond edge areas naturalize, watering of these areas should be reduced or avoided. Additional watering encourages the growth of invasive or undesirable plant species. The maintenance of the system should include.

1. Audit of watering system (2) times per year. This should check for system problems, programming problems and calibration of precipitation rates. This check may also be used to determine if areas should be taken off the watering system completely.
2. Repair of valves and heads as required or due to incidental damage. The contractor should keep a set of replacement heads on site for fast access
3. Preparation and bleeding of system as required for freeze protection
4. Cleaning of valve and equipment enclosures should occur (1) time per year. Enclosures should be free of debris, standing water and insect web.

End of scope.



CITY OF KYLE, TEXAS

Cellular Booster System - PSC

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action to approve PR-07: Cellular Booster System at Public Safety Center in an amount not to exceed 104,823.00. ~ *Ryan Rosborough, AG|CM*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ RCO 027 PR 07 - DAS - Cellular Booster

Request for Change Order



Kyle Public Safety Center (202066)

1760 Kohlers Crossing, Kyle TX 78640

No. RCO0027

Printed: July 28, 2022

Description	RCO 027 PR 07 - DAS Cellular Booster	Date	2022-07-26
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Status:	Submitted, Work Started	Days Impact:	4
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Scope of Work

RCO 027 PR 07 - DAS Cellular Booster

This DAS Cellular Booster System proposal is based on a over-the-air system and does not include the scope listed in the PR 07 Specifications issued by PGAL & DBR. BCGC, DBR & COK met to discuss the advantages, disadvantages & cost of the two proposed systems. It was determined that the Cel-Fi System (lowest cost of the two) systems would satisfy the coverage needs of the City. The as-specified system would cost roughly double the cost of the Cel-Fi System.

This proposed system is a Cel-Fi system which uses 'over-the-air', cellular signal to transmit cellular coverage within the Kyle Public Safety Center. The Cel-Fi system will use donor antennas on the roof in order to transmit and receive cellular signals from the carriers. This system does not require a dedicated signal source from each operator/ carrier.

RCO Detail

From	Description	Amount (\$)
Big State Electric, Ltd	Structured Cabling	13,876.00
Lighthouse Electrical Contractors, LP	Electrical	14,451.00
AWS Communications	DAS Cellular Booster System	72,759.00
Bartlett Cocke General Contractors LLC	BC Self Performed Work	3,737.00
Deduct from Owner Allowance	Owner Contingency Allowance	-104,823.00

Total (\$) No Change to Overall Contract **\$0.00**

Submitted:

Recommended:

Approved:

Bartlett Cocke General Contractors
LLC

PGAL

City of Kyle

By: Tim Martin - Senior Project Manager

By: _____

By: _____

Date: _____

Date: _____

Date: _____



AIA[®] Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
1005159.00 Kyle Police Headquarters
Kyle, Texas

CONTRACT INFORMATION:
Contract For: General Construction
Date: 2020/07/16

Architect's Project Number: PGAL
Proposal Request Number: 007
Proposal Request Date: 2022/06/07

OWNER: *(name and address)*
Scott Sellers
100 W. Center Street Kyle, TX 78640

ARCHITECT: *(name and address)*
Christopher Ruebush
2222 Western Trails Blvd, Suite 300,
Austin, TX 78745

CONTRACTOR: *(name and address)*
Gabriel Rodriguez
7904 North Sam Houston Pkwy W #100,
Houston, TX 77064

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Please provide pricing for the specified item updates below.

Revision includes the addition of specifications for Distributed Antenna System (DAS). The revision also includes the necessary revisions/additions to infrastructure and configuration of Main IT Room.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Christopher Ruebush

PRINTED NAME AND TITLE



SERVICE | QUALITY | INTEGRITY | SUSTAINABILITY

9990 Richmond Avenue
South Building, Suite 300
Houston, TX 77042
v 713.914.0888

Revision 06/06/2022

PROJECT 200142.000 | Kyle Public Safety Center

PR# 07 : Revision includes the addition of specifications for Distributed Antenna System(DAS). Also includes the necessary revisions/additions to infrastructure and configuration of Main IT room.

The work described herein shall be added to the scope of work defined by the contract documents or it shall modify the scope of work defined by the contract documents as described. This work shall become a part of the contract documents by addendum.

SPECIFICATIONS

Item 01 **ADDED SECTION 27 53 19 – DISTIBUTED ANTENNA SYSTEM (DAS)**
A. Added section in its entirety.

DRAWINGS

Item 02 **M2.01 – MECHANICAL PLAN – LEVEL 1**
A. Relocated CRAC-1 and CRAC-2 in Main IT 1306.

Item 03 **E3.01 – ELECTRICAL ENLARGED PLANS**
A. Reconfigured and added to power to layout in Main IT 1306 to accommodate added equipment and room reconfiguration.

Item 04 **TS1.02 – LOW VOLTAGE ROUTING PLAN – LEVEL 1**
A. Added Technology Keyed note No. 6
1. Keynote 6 : “PROVIDE (1) 2” CONDUIT FROM MAIN IT TO IDF ROOM. CONDUIT PATHWAY IS TO BE RESERVED FOR USE OF CELLULAR DAS SYSTEM CABLING.”
B. Added location of (2) 2” Conduits and applied keyed note 6

Item 05 **TS1.03 – LOW VOLTAGE ROUTING PLAN – LEVEL 1**
A. Added Technology Keyed note No. 4
1. Keynote 4 : “PROVIDE (1) 2” CONDUIT FROM IDF 2102 TO IDF 2503 ROOM. CONDUIT PATHWAY IS TO BE RESERVED FOR USE OF CELLULAR DAS SYSTEM CABLING.”
B. Added location of (1) 2” Conduit and applied keyed note 4

Item 06 **TS3.01 – LOW VOLTAGE ENLARGED PLAN**
A. Added General Notes for rack rows.

- B. Reconfigured Main IT room in its entirety to accommodate added equipment and potential future adds.

END OF PR 07



www.motiveis.com

8708 S Congress Ave. Suite A120 Austin, TX 78745

Office: 512-233-4638 / Fax: 512-441-9473

Bartlett Cocke – Kyle Public Safety Center - Commercial Cellular DAS Proposal

June 27, 2022



Property: Kyle Public Safety Center

Property Location: 1760 Kohlers Crossing Kyle, TX. 78640

Proposal Date: June 27, 2022

Overview:

Bartlett Cocke has requested a proposal for the design and installation of a Commercial Cellular Distributed Antenna System (DAS). A mix of Passive and powered components will be installed within the Kyle Public Center located in Kyle, Texas. Motive Infrastructure Solutions (MIS) will run category cable to locations identified on the design where they will terminate into Cel-Fi Coverage Units to provide cellular coverage throughout the specified spaces. MIS will install Cel-Fi donor antennas on the roof in order to transmit and receive cellular signals from the carriers. MIS will also install the Network Units, Coverage Units and associated passive infrastructure as detailed below. MIS will commission the system and provide final testing to ensure the install is complete per specifications. Once complete, the designed system will provide enhanced cellular coverage for all 4 major carriers

Scope of Work:

Task	Total	Unit
Antenna		
Install Antenna	22	Each
Labeling Antenna	22	Each
Boring/Trenching/Coring		
Install Pathway Sleeves in existing core	11	Each
Drill, Sheet Rock. 6" or less	11	Each
Cable Management		
Install J-Hooks to Wall	200	Each
Coax		
Connectorize compression coax up to half inch	52	Each
Labeling Coax and Category Cable	96	Each
Install coax up to half inch	1050	Per Foot
Install combiner/splitters	15	Each
Labeling for splitter	60	Each
Install Category Cable	3200	Per Foot
Connectorize RG6/Ethernet cable	44	Each
Test Category Cable (per Drop)	22	Each
Sweep Test per line	26	Each
DAS Turn-Up		
Greenlight DAS/clear all alarms per remote	1	Each
Carrier Coordination	4	Each
Baseline uplink noise floor testing per remote	1	Each
Commissioner	1	Each
Helper	1	Each
Minimize UL noise	1	Each
Walk Testing per antenna per operator	22	Each
CW Testing per antenna per operator	22	Each

Documentation		
Complete close out package	1	Each
Red Line Drawings per floorplan	2	Each
Design in IB Wave	1	Each
Head End		
Install DAS Headend equipment including grounding to rack	2	Each
Labeling DAS Equipment	2	Each
Power/Ground		
Grounding System - tie into existing indoor ground	1	Each
labeling for Grounding (includes everything GRND)	12	Each
Install Main Ground Bar	1	Each
Grounding Installation	150	Per Foot
Connectorize and connect Power/Grounding cables	10	Each
Remote		
Install Backboard	1	Each
Install Remote	11	Each
Rooftop		
Weather proofing for Antenna	4	Each
Install non-penetrating Sled with Mat/Block	4	Each
Install Mast Pipe for GPS or Donor Antenna (outdoor)	4	Each
Install Polyphaser w/ Flange Mount and Grounding Kit	4	Each
Install Antenna	4	Each
Site Walk		
Site Audit	1	Each
Benchmark Walk	64000	SQFT
Benchmark Post Process (per carrier / Building)	4	Each

Inclusions	Exclusions
Specialized labor and materials for installation.	Costs associated with additional project demobilization and remobilization due to unforeseen circumstances beyond MIS control.
On-Site Transportation	Electrical work or AC power installation
Project Management	Cutting, patching, or painting walls, ceilings, or rooftops
On-Site testing, commissioning, optimization, documentation, and closeout	Coring or Boring
On-Site spectrum analysis: site post-Installation Benchmark Test	Installation of conduit, cable trays or ladder racks
iBwave Engineering and Design as needed	Inventory Storage Costs (container rental etc.) if any
PIM and Sweep Testing as required by all Operators	Bonding or Permitting (if required)
Fiber install, splicing and testing	Signal Source (to be negotiated with carriers)
Assumptions	
Access to the construction site available during normal business hours.	
All areas of site will be reasonably accessible.	
Secure onsite material storage can be arranged	
Lift or HEPA equipment is not needed	
Any delays in workflow due to change in scope or delay in client approval of change order will be considered a valid SCOPE OF WORK EXCLUSION and may be subject to Change Order	
MIS assumes pathways throughout the building are existing and available.	
MIS assumes adequate closet space is available for all head-end equipment and racks and will be made available to MIS for installation purposes.	
In general, it is expected that MIS will pick up minor revisions or anomalies so long as such revisions or anomalies do not present a cost burden to MIS.	
MIS will be afforded the opportunity to “true-up” this proposal if major modifications to the design are required based on unforeseen construction hurdles.	

Project Proposal Pricing:

The following pricing is our proposal for a Cel-Fi Commercial DAS. The amount is based on the total specialized labor and materials for a cellular solution including Survey, Benchmark Testing, Specified Installation Labor, Commissioning, Optimization, and iBwave DAS Design.

Base Project Bid Total..... \$ 72,759.00

*** Plus, any additional tax required**

Motive Infrastructure Solutions will invoice Customer based on a percentage completion of project based on schedule of values. Schedule of values to be submitted upon project award.

Please sign and email to aws-pmo@motiveis.com

Customer Signature Indicates Acceptance of Proposal as Submitted and Notice to Proceed. This proposal is valid for 30 days from the submission date on the cover page.

Signature of Company Representative

Date

Print Name

Title

Respectfully Submitted,

Chris Hogan
Business Development

8708 S Congress, A-120
Austin, TX 78745
m: 210-737-4009
e: chogan@motiveis.com
Austin | Tampa | Denver | Houston | San Antonio
Corona/Anaheim/Escondido/Sacramento/Visalia/Irvine CA
Las Vegas | Tempe | El Paso | Albuquerque
www.awscommunications.net
www.motiveis.com





Big State Electric, LTD.

2431 Forbes Drive
Austin, TX 78754
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: **06/13/22**

Recipient Information

To: **Bartlett Cocke General Contractors LLC**
Attention: **Tim Martin**
Address: **3330 Casybridge Court**
Austin, TX 78744

Phone: **(512) 326-4223**

Project Information

Project Name: **Kyle Public Safety Center**
Project Number: **A20059**

Change Proposal Detail

Proposal Number: **6**
Total Cost: **\$13,876**
Extension Period: **5 days**
Description: **Main IT Room Added equipment**

We are pleased to offer you change proposal pricing on Kyle Public Safety Center , project number A20059 . The proposed changes are as follows:

<p>PR 07 Main IT Room added equipment. (8) 6" Vertical Wire managers, (6) 2-Post equipment racks, (8) sticks 12" Ladder rack, (6) Elevation kits, (6) Rack to runway mounting brackets, (8) 12" Wall triangle brackets, (8) Junction splice kits, (8) Butt splcie kits, (6) 12" Radius drop waterfalls, (24) 2RU Horizontal wire managers</p>
--

The changes listed above are hereafter referred to as Change Proposal Number 6. We need approval for this proposal by June 27, 2022 in order to maintain the project schedule.

Qualifications:

- 1) This quote is good for 15 days from the date referenced above.
- 2) All exclusions and modifications to the base contract are applicable to this change.

Please call me with any questions.

Tim Bowen

Big State Electric Ltd.
tim.bowen@bigstateelectric.com

Big State Electric Ltd.
2431 Forbes Drive
Austin, Texas 78754
Telephone: (512) 385-6160 Fax: (512) 385-6177
TECL 19035

Regulated by the Texas Department of Licensing and Regulation
P. O. Box 12157
Austin, Texas 78711
(800) 803-9202 (512) 463-6599
www.license.state.tx.us/complaints



Big State Electric, LTD.

2431 Forbes Drive
Austin, TX 78754
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

Kyle Public Safety Center / A20059
Change Proposal: Number 6
06/13/22
Page 2 of 2

Material Cost		\$9,364		
Material Tax @	0.00%	\$0		
Total Material Cost		\$9,364	→	\$9,364
Labor Hours		71.1		
Safety Hours @	0.00%	0.0		
Project Cleanup Hours @	0.00%	0.0		
Total Electrician Hours		71.1		
Technician Rate/Hour	\$38.00		\$2,702	
Guarantee Hours @	0.00%	0.00		
Supervision Hours @	0.00%	0.00		
Total Supervision Hours		0.00		
Supervisor Rate/Hour	\$0.00		\$0	
As-builts Hours @	0.00%	0.00		
Estimating Hours @	0.00%	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	\$0.00		\$0	
Subtotal - Labor			\$2,702	
Labor Burden @	0.00%		\$0	
Total Labor Cost			\$2,702	→
Subtotal - Material & Labor				\$12,066
Overhead @	15.00%			\$1,810
Subtotal				\$13,876
Change Fee @	0.00%			\$0
Subtotal				\$13,876
Subcontractor Quote		\$0		
Subcontractor Markup @	0.00%	\$0		
Total Subcontractor		\$0	→	\$0
Bond Fee @	0.00%			\$0
Total Change Proposal Fee				<u>\$13,876</u>

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2431 Forbes Drive
Austin, Texas 78754
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Item # 28



SERVICE | QUALITY | INTEGRITY | SUSTAINABILITY

9990 Richmond Avenue
South Building, Suite 300
Houston, TX 77042
v 713.914.0888

Revision 06/06/2022

PROJECT 200142.000 | Kyle Public Safety Center

PR# 07 : Revision includes the addition of specifications for Distributed Antenna System(DAS). Also includes the necessary revisions/additions to infrastructure and configuration of Main IT room.

The work described herein shall be added to the scope of work defined by the contract documents or it shall modify the scope of work defined by the contract documents as described. This work shall become a part of the contract documents by addendum.

SPECIFICATIONS

Item 01 **ADDED SECTION 27 53 19 – DISTIBUTED ANTENNA SYSTEM (DAS)**
A. Added section in its entirety.

DRAWINGS

Item 02 **M2.01 – MECHANICAL PLAN – LEVEL 1**
A. Relocated CRAC-1 and CRAC-2 in Main IT 1306.

Item 03 **E3.01 – ELECTRICAL ENLARGED PLANS**
A. Reconfigured and added to power to layout in Main IT 1306 to accommodate added equipment and room reconfiguration.

Item 04 **TS1.02 – LOW VOLTAGE ROUTING PLAN – LEVEL 1**
A. Added Technology Keyed note No. 6
1. Keynote 6 : “PROVIDE (1) 2” CONDUIT FROM MAIN IT TO IDF ROOM. CONDUIT PATHWAY IS TO BE RESERVED FOR USE OF CELLULAR DAS SYSTEM CABLING.”
B. Added location of (2) 2” Conduits and applied keyed note 6

Item 05 **TS1.03 – LOW VOLTAGE ROUTING PLAN – LEVEL 1**
A. Added Technology Keyed note No. 4
1. Keynote 4 : “PROVIDE (1) 2” CONDUIT FROM IDF 2102 TO IDF 2503 ROOM. CONDUIT PATHWAY IS TO BE RESERVED FOR USE OF CELLULAR DAS SYSTEM CABLING.”
B. Added location of (1) 2” Conduit and applied keyed note 4

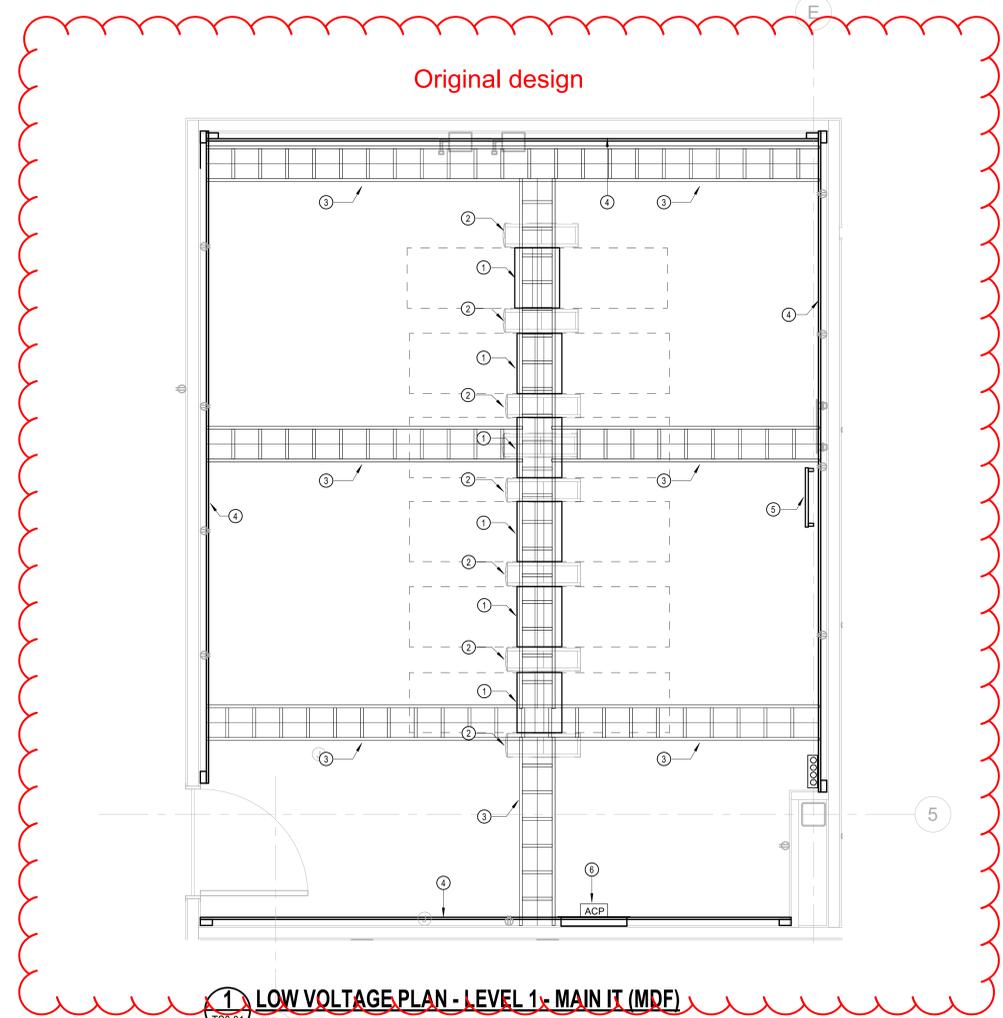
Item 06 **TS3.01 – LOW VOLTAGE ENLARGED PLAN**
A. Added General Notes for rack rows.



NO.	DATE	DESCRIPTION
1	07/14/2021	GMP + Permit Set
2	04/21/2022	PR 04
3	06/06/2022	PR 07



DBR Project Number	200142.000			
WM	PG	GR	AH	SS



1 LOW VOLTAGE PLAN - LEVEL 1 - MAIN IT (MDF)
1/2" = 1'-0"

TECHNOLOGY KEYED NOTES

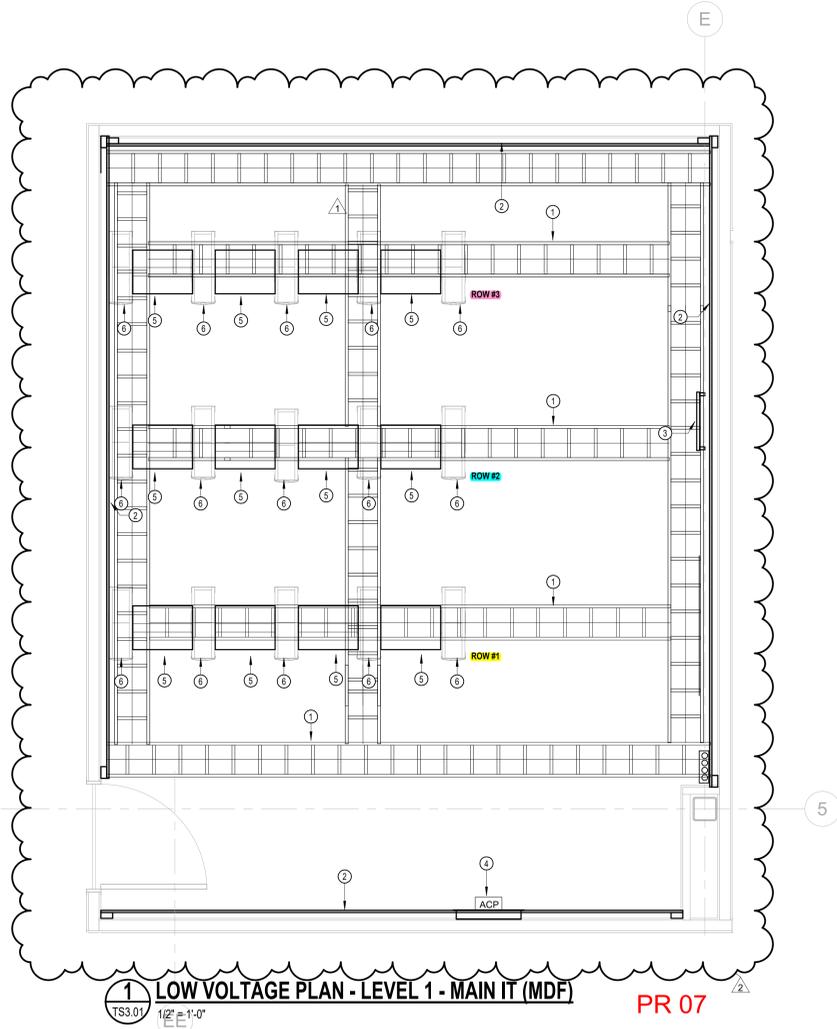
- 1 PROVIDE AND INSTALL NEW 12" OVERHEAD LADDER RACK MOUNT AT 96" AFF.
- 2 PROVIDE AND INSTALL 3/4" GRADE AC FIRE RESISTANT PLYWOOD ON WALL WITH GRADE A SIDE FACING OUT. INSTALL PLYWOOD TO PROVIDE COVERAGE BETWEEN 6" AND 102" AFF ON WALL.
- 3 PROVIDE AND INSTALL NEW 4"W X 12'L COPPER TELECOMMUNICATIONS GROUNDING BUSBAR (TGB) MOUNT AT 90" AFF.
- 4 PROVIDE AND INSTALL NEW ACCESS CONTROL PANEL(S) IN THIS LOCATION.
- 5 PROVIDE AND INSTALL NEW 19" WIDE X 84" H 2-POST EQUIPMENT RACK (TYPICAL).
- 6 PROVIDE AND INSTALL NEW 6" WIDE VERTICAL CABLE MANAGER (TYPICAL).
- 7 PROVIDE AND INSTALL (4) FOUR 4-INCH UNDER GROUND ENTRANCE CONDUITS.

GENERAL NOTES:

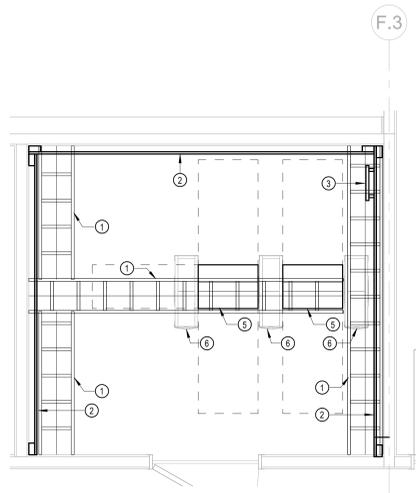
A. MAIN IT RACK ROWS ARE TO BE RESERVED FOR SPECIFIC SYSTEMS. INSTALLATION OF ALL RACKS MUST BE COORDINATED AND APPROVED BY OWNER BEFORE FINAL INSTALLATION. RACKS ROWS TO SERVE SPECIFIC SYSTEMS AS LISTED BELOW:

- 1. ROW #1 RESERVED FOR NETWORK CABLING AND SECURITY EQUIPMENT
- 2. ROW #2 RESERVED FOR OWNERS AV VENDOR EQUIPMENT AND OWNER PROVIDED SYSTEMS
- 3. ROW #3 RESERVED FOR CELLULAR DAS AND RADIO EQUIPMENT

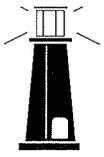
- Additional Materials**
- (8) Vertical wire managers
 - (6) 2 post racks
 - (8) Sticks 12" ladder rack
 - (6) Elevation Kits
 - (6) Rack to Runway plates
 - (8) 12" Wall Triangle brackets
 - (8) Junction splice kits
 - (8) Butt Splice kits
 - (6) Waterfalls



1 LOW VOLTAGE PLAN - LEVEL 1 - MAIN IT (MDF)
1/2" = 1'-0" PR 07



2 LOW VOLTAGE PLAN - LEVEL 1 - IDF 1201
1/2" = 1'-0"



Lighthouse Electrical Contractors, LP

TECL #20304

July 5, 2022

Bartlett Cocke
3330 Caseybridge Court
Austin, Texas 78744
Attn: Tim Martin

Re: Kyle Public Safety Center
1760 Kohlers Crossing
Kyle, TX 78640
PR 07

Dear Mr. Martin,

Lighthouse Electric has reviewed the above referenced item and has found a **cost impact** to our scope. The price is based on PR 07 dated 6/6/2022. Please see the attached breakout of the proposed work listed below.

The following information is **included** in this proposal:

1. Add one 2" conduit from MDF to IDF 1201
2. Add one 2" conduit from MDF to IDF 1810.
3. Add one 2" conduit from IDF 2102 to IDF 2503.
4. Demo rough-in for wall outlets.
5. Relocate power for CRAC units 1 & 2.
6. Relocate outlets to new racks and change to quad outlets.

Total Cost - \$14,451.00

This work is on hold pending written approval.

Notes:

1. See attached summary and material/labor breakdown.
2. Overtime and after-hours work are excluded.
3. Tax is excluded.
4. Does not include data rack or cable tray.

Thank you for the opportunity to submit this proposal. If you have any questions, please contact me in our office.

Sincerely,

Jerry Lilley

Jerry Lilley
Project Manager

Lighthouse Electrical Contractors, LP.
Change Order Review Sheet

Project Name Kyle Public Safety Center
 Project Number 2522
 Change Order No. _____
 Customer WO _____

Work Description PR 07

Labor:

	Hours			Rate	Sub-Total
Superintendent (Reg)	144	14.4	hrs @	\$ 75.00	\$ 1,080.00
Superintendent (OT)		0	hrs @	\$ 37.50	\$ -
Foreman (Reg)		21.6	hrs @	\$ 55.00	\$ 1,188.00
Foreman (OT)		0	hrs @	\$ 27.50	\$ -
Journeyman (Reg)		72	hrs @	\$ 50.00	\$ 3,600.00
Journeyman (OT)		0	hrs @	\$ 25.00	\$ -
Apprentice (Reg)		50.4	hrs @	\$ 32.00	\$ 1,612.80
Apprentice (OT)		0	hrs @	\$ 16.00	\$ -
Material Handling (Reg)		7.2	hrs @	\$ 32.00	\$ 230.40
Material Handling (OT)		0	hrs @	\$ 16.00	\$ -
Project Manager		7.2	hrs @	\$ 85.00	\$ 612.00
Admin. Assistant		7.2	hrs @	\$ 28.00	\$ 201.60

Total Labor Cost **\$ 8,524.80**

Material & Sub Contracts:

	PO No.	Sub-Total
Bulk Material		
Pipe/Fittings	2522	\$ 3,518.00
Fixtures (Quote)	2522	
Gear (Quote)	2522	
Tax	0.00%	\$ -

Total Material & Sub Contracts Cost **\$ 3,518.00**

Job Expense:

Small Tools (% of Labor)		3.00%	\$	255.74
Per Diem	\$ 85.00 per man/day	days	0	\$ -
Mileage (.55/mile)		miles	0	\$ -
Equipment Rental	\$ - per wk	wk	0	\$ -
Core Drill				\$ -
Sub-Total			\$	255.74
Tax Rate (If project is non-taxable)		8.25%	\$	21.10

Total Job Expense Cost **\$ 276.84**

Job Cost Summary:

Sub-Total - Material, Subcontracts and Job Expense	\$	3,794.84
Labor	\$	8,524.80
Profit	15%	\$ 1,847.95
Sub-Total	\$	14,167.59
Warranty	2.00%	\$ 283.35
Tax Rate (If project is taxable)	0.000%	\$ -

Total Project Pricing **\$ 14,451.00**

Job Number: 2522PR07

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 01 Raceway, Fittings & Boxes ---								
1001	3/4" EMT	150	172.50	C	258.75	6.00	C	9.00
1015	2" EMT (Difficult)	315	706.47	C	2,225.38	15.60	C	49.14
1342	2" EMT Elbow	10	1,458.98	C	145.90	0.30	E	3.00
1477	3/4" Compression Steel Connector	16	68.69	C	10.99	0.15	E	2.40
1501	2" Comp Steel Insul Throat Conn	6	587.65	C	35.26	0.42	E	2.52
1577	3/4" Compression Steel Coupling	15	81.82	C	12.27	0.08	E	1.20
1581	2" Compression Steel Coupling	42	462.61	C	191.98	0.27	E	11.21
2340	2" Unistrut Strap	39	340.99	C	134.26	20.00	C	7.88
2356	3/4" Conduit Hanger w/Bolt	19	84.54	C	15.85	25.00	C	4.69
2360	2" Conduit Hanger w/Bolt	39	218.00	C	85.84	27.50	C	10.83
6644	Unistrut (Deep)	39	561.03	C	220.91	15.00	C	5.91
6650	Cut 12 Gauge 1-5/8x1-5/8 Channel (labor)	79	0.00	E	0.00	0.08	E	6.30
--- 01 Raceway, Fittings & Boxes Total ---					3,337.39			114.08
--- 02 Wire & Cable ---								
2787	#12 THHN CU Solid Wire	473	323.63	M	152.92	7.50	M	3.54
--- 02 Wire & Cable Total ---					152.92			3.54
--- 05 Wiring Device & Covers ---								
4511	20A/125V Spec Grade Dup Rcpt (5-20R)	8	2.07	E	16.56	0.30	E	2.40
4721	4" Square-2G Ind Dup Rcpt Cover	8	142.95	C	11.44	0.20	E	1.60
--- 05 Wiring Device & Covers Total ---					28.00			4.00
--- 18 Phase #18 ---								
T0002	Demo wall outlets	1	0.00	E	0.00	8.00	E	8.00
T0004	Relocate CRAC 1&2 power.	1	0.00	E	0.00	14.00	E	14.00
--- 18 Phase #18 Total ---					0.00			22.00
Job Total					3,518.31			143.62

* Target, Labor column 3



CITY OF KYLE, TEXAS

Dispatch Workstations & Misc. Furniture - PSC

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action to approve Dispatch Workstations & Misc. Furniture at Public Safety Center in an amount not to exceed \$233,715.45. ~ *Ryan Rosborough, AG|CM*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

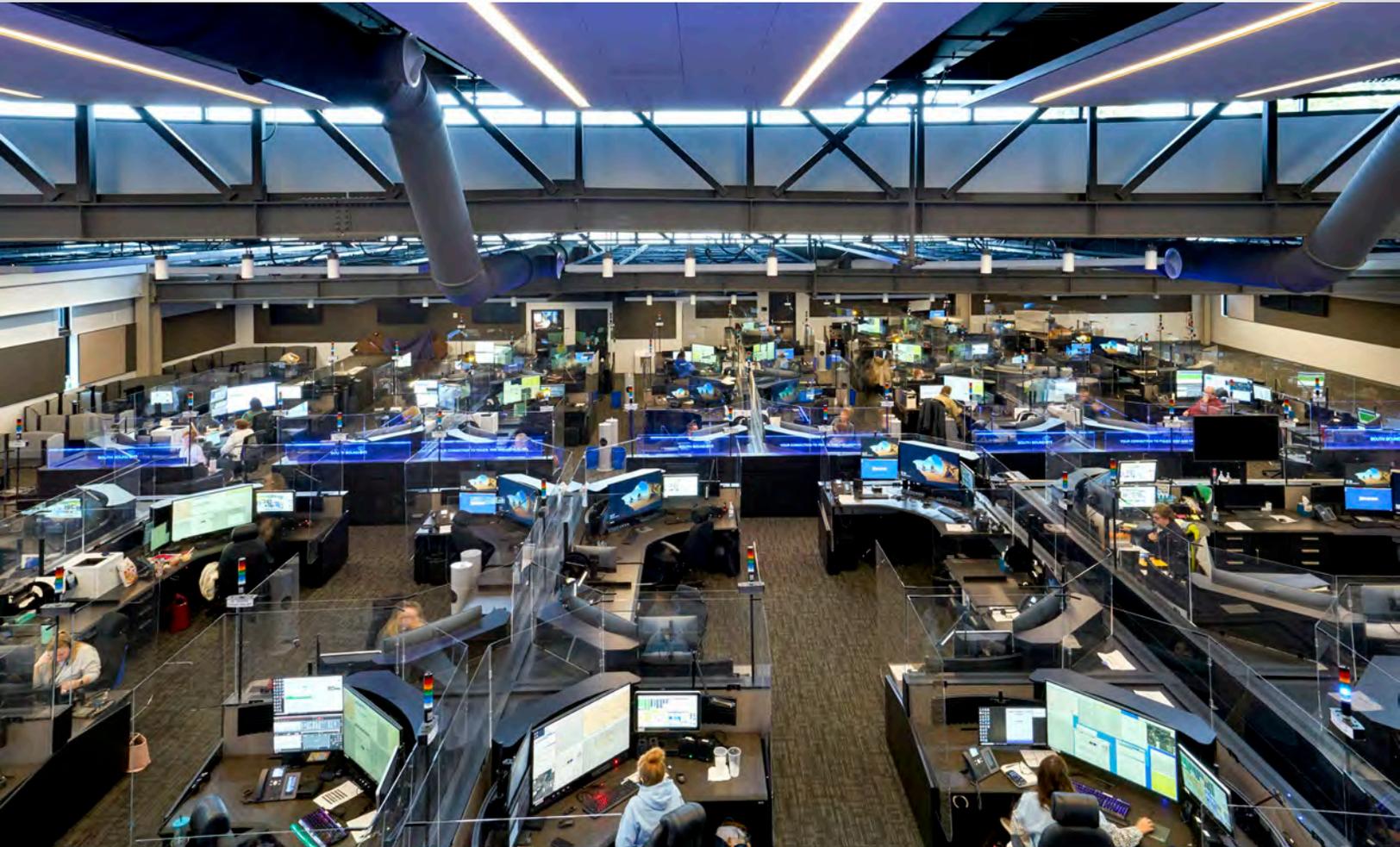
Description

- ☐ Kyle PD Dispatch Center - Russ Bassett Proposal (11JUL22)

KYLE POLICE DEPARTMENT PSAP CONSOLES

QUOTATION DC-25294-01 OPT 1 REV B

JULY 11TH, 2022



 russbassett

Item # 29

July 11th, 2022

Dr. Jeff Barnett
Chief of Police
City of Kyle Police Department
111 N Front Street
Kyle, TX 78640

Kyle PD 9-1-1 Dispatch Console Furniture for new Public Safety HQ – Russ Bassett Proposal

Chief Barnett,

Thank you for the opportunity to serve City of Kyle! It has been my pleasure to meet with your Team and develop the design over the course of the past six (6) months. We could not be more excited about your new facility and look forward to the successful completion of the project.

Russ Bassett is an industry leading designer and manufacturer of the highest quality consoles for mission critical environments. We are a financially stable company that has consistently delivered positive results for our clients for now 62 years. Russ Bassett has a state of the art 110,000 square foot manufacturing facility and showroom in Whittier, CA. We have proven expertise and experience in the layout, design, manufacture, shipment, delivery, installation and service of mission critical console systems. Based on our successful similar work for other Public Safety Communications Agencies, Transportation Network Operations Control Centers, Power Utilities and Military/Government Agencies you can trust us to do a great job for KPD.

Our goal is that every Russ Bassett client has an excellent experience working with us from project inception through successful project installation, and in the long run as we provide ongoing service and support. We strive to not only meet your expectations but exceed them. We will bring drive, integrity, attention to detail, and excellent service to your Team during every stage of the project. We will work in concert with City Staff, your Architect and General Contractor, their Electrician and Low Voltage Communications subcontractors, CAPCOG, LCRA, and any other project stakeholders to deliver a best-in-class solution on-time and on-budget. We are team players!

In the following pages, you will find a narrative review of our project approach, an updated cost estimate for the console package, design drawings, a description of the proposed console furniture product solution, supporting product information, relevant reference letters and warranty information.

Procurement

Russ Bassett Consoles are available to City of Kyle via HGACBuy Contract EC07-20 for 9-1-1 Equipment & Services and have been pricing accordingly. According to the HGACBuy website, there is already an IGA in place, and you are a Member/User of this pre-competitively bid cooperative purchasing vehicle.

Project Pricing

A line-item detail quotation is included herein. The figures are based on the dialed in design drawings that have been prepared after field measuring your center, and your feedback regarding the desired features and functions of the console furniture. The pricing includes all associated design, project management, console materials, freight services and installation services. The total console furniture procurement as designed and quoted is \$233,715.45.

The Installation Services pricing assumes that we would be complete the project at a ready site, as a single mobilization, with all work occurring during regular business hours and using standard (non-union, not prevailing wage) labor rates.

This pricing excludes any applicable sales tax, source electrical and communications cabling, raised access flooring work including floor coring, bonding or grounding beyond what is outlined in the Motorola R-56 Kit 2 Compliance package, new monitors, monitor mounting, monitor cables, cable labeling and cable routing, breakroom, and all seating (chairs) shown on drawings for reference only.

Russ Bassett Console Salient Characteristics

Our consoles are designed with the comfort, safety and productivity of the Telecommunicators as the primary focus. The proposed console design also effectively integrates technology creating a 'no-fail' work environment and allowing technicians to quickly access and trouble shoot equipment when necessary.

Russ Bassett has proposed a solution built upon our Flex Console system. The Flex Console product platform – as installed at the Hays County ECC which we will view together next week – is highly reliable, extraordinarily durable and ergonomically designed. The proposed configuration uses standard modular Flex components to create a custom solution specific for the requirements of the KPD.

Here are a few key features that differentiate Russ Bassett Consoles from other options you may be considering...

- **Individually Adjustable Monitor Arms or Slatwall Monitor Arrays**
When it comes to monitor mounts, we strive to be the most flexible provider available. Russ Bassett consoles can utilize individually adjustable monitor arms that are fully articulating and designed to universally accommodate differing monitor sizes and weights. Individually adjustable monitor arms allow each user to adjust monitors to their focal depth and angle preferences so that they can be super comfortable as they work. We also offer a Slatwall Monitor Array that moves all monitors together as one with electric height and manual focal depth user adjustments. The array is a curved two-sided slatwall design and incorporates adjustable mounts that provide for peripheral and tilt angles to be preset, both optimizing the ergonomic interface and properly aligning all monitor seams. In either case robust power distribution and cable management features are integrated. *We have proposed the Slatwall Monitor Array solution for City of Kyle. Note that during a visit to Bastrop County 911, you would see fully articulating monitor arms mounted to a fixed slatwall.*
- **Large, Uninterrupted Worksurface**
Russ Bassett consoles are designed to allow a full single-lift surface to achieve the BIFMA ergonomic standards for input device platforms, meaning a separate keyboard surface is not required. Your writing surface, work area, telephones and other peripheral devices are all at the same comfortable height as your keyboards. Height adjustment range is from 22.6" to 48.7" from the floor to the top of the work surface, which exceeds the HFES 100-2007, ANSI/BIMFA G1-2002 and all European standards for input device platforms.
- **Durable - Comfort Front Edge**
Russ Bassett work surfaces utilize an ultra-durable, waterfall shaped front edge that provides a comfortable, liquid tight edge. There is no exposed hardware on our consoles making them aesthetically appealing, comfortable and extremely tough.
- **Safety – Anti-Collision Technology**
Russ Bassett Flex consoles utilize redundant lifting system sensors and in-house fabricated anti-collision switch covering the area of the user where the surface could lower onto a chair or operator. If the surface is lowered onto an object (such as a chair) the anti-collision technology is activated and the worksurface rises slightly avoiding any contact.
- **Cable Management**
We obsess over orderly cable management! You cannot put your foot up and disconnect a mouse, keyboard or anything else! All PCs and peripheral equipment, monitor video and power cables, source electrical and commutations cabling, etc. all occur within the console! Russ Bassett consoles include a large cable trough around the back edge of the worksurface. Power strips are mounted inside the trough for easy access. The trough is accessed by flipper doors rather than brush grommets or rubber flaps. The flipper doors have gaps above and below so that equipment cables from the slatwall or monitor mounting system can drop over the door and cables from the worksurface can route under the door, and the door can still open. The door is easily removed with spring pins, allowing full access to the trough during setup and reconfiguring. From the monitor arms and desktop, into the slatwall wire management trough, down

the cable chains, into the structural wall and out into the PC enclosure spaces we properly manage all audio, video, power and network cables to keep all mission critical systems easily accessible and the console easily retrofittable.

- **Welded Steel Framework**

Russ Bassett consoles are welded steel rather than bolted extrusions and/or wood panels, offering superior rigidity (particularly beneficial for reconfiguring) and superior heat dispersion. While we do offer exhaust fan kits for technology storage areas, they are almost never required because the welded steel consoles are very well ventilated and disperse heat rather than insulating it. With Russ Bassett you can achieve the required heat dispersion without exhaust fans, and this reduces electricity consumption, vibration, noise and future maintenance issues. The integrated 42" high structural/technology wall surround has a 7" profile and provides a rigid physical structure to the system, multiple cable management raceways, serve as the zone for accommodating and fully enclosing electrical J-box and network cabling demarcations, allows for computer and peripheral equipment placement, vertical rack mounting, and serves as the connection between the sit-stand cable management infrastructure and the fixed height extension cabinets, including accommodating all cable routing and coiling of excess computer cabling service loops. When supporting fixed height extensions and bridges, the walls include an upper slatwall section with flipper door access panels opening into the integrated wire management troughs. The walls have interior and exterior, lower and upper access panels as well as removable top caps that are also of perforated steel construction. Top caps can be specialized for integration of status indicator lights and large screen display mounts. This is an extraordinarily well thought out and durable solution! It is designed, engineered and manufactured as console furniture from the ground up and does not incorporate office furniture like elements.

- **Accessories**

In addition to those shown in the pricing graph above, Treadmill and Exercise Bikes integrated with the consoles, Monitor Mount attachable accessories for reference books, worksurface depressions covered in Plexiglas for key document visibility, integrating agency logos into back panels and many other options are available. We look forward to discussing them further with your Team.

Product videos can be viewed at this link <https://russbassett.com/control-room-resources/video/>.

We are proud to be **"Made in the USA"**. Russ Bassett Consoles are made at our factory in Whittier, California. We are vigilant in ensuring that our manufacturing processes and products are environmentally sound and will have favorable impact in our customer's facilities. All Russ Bassett products are Greenguard Gold Certified for Indoor Air Quality.

Finishes can be viewed on our website here <https://russbassett.com/control-room-resources/finishes/> and physical samples have been provided to you.

Project Management and Schedule

We are focused on successfully managing projects so that all parties involved have a great experience in working with us. As stated, Russ Bassett will work closely with the Project Team to ensure a seamless process and successful result. We take customer project timelines very seriously and will ensure that insofar as it depends on our Team, your project is completed on time and on budget.

Manufacturing lead times for the products proposed here are currently in the twelve (12) week range after receipt of order, plus shipping and installation time, to the first phase. Orders can be placed as far in advance as makes sense for the project. If selected as your partner for the project, we will collaborate with the Team to define the desired start date, define all necessary action items and create and maintain a Gantt Chart Schedule to keep the Team apprised of any extra project time, critical timelines and key action items.

Delivery and Installation Services

Russ Bassett Project Managers and Factory Trained Local Installers deliver the highest caliber on-site delivery and installation experience.

We coordinate up front, show up on time, install our console furniture with the highest safety and quality standards, and act as a team player to assist our clients in successfully implementing their projects. Key delivery and installation services include:

- Project Planning Guide
- Specialized packaging and transportation carriers
- Onsite Project Manager
- Russ Bassett Certified Local (Austin, DFW or San Antonio Area) Installers
- Onsite Training of GC Subs and Equipment Vendors
- Onsite Training of User Groups
- Installation Survey

All Russ Bassett Installation Services will be coordinated from our corporate headquarters in Whittier, CA. Your Russ Bassett Project Manager will assign and lead our local Team of certified technicians to successfully complete the project.

All Russ Bassett project installations include onsite training for the electrical and communications cabling subcontractors while we're in the process of installation, as well as training for the technology integration Team and user group. A User Guide will be provided and reviewed with you at the completion of your installation.

Warranty, Repair and Maintenance

Russ Bassett consoles are built for 24/7 mission critical environments. Russ Bassett is your single point of contact for all questions regarding operation, warranty and service items. Russ Bassett consoles do not require any kind of regularly scheduled service or preventative maintenance.

If your console requires service in the future, we will reply to all inquiries within 24 – 48 hours or less. If service is required, it will take place within 48 -72 hours. We stock all critical items and can ship them next day for immediate installation. Non-critical items that need to be replaced will ship in two (2) weeks or less. Local certified Russ Bassett local technicians are available for quick response items and to troubleshoot issues on site.

Russ Bassett offers one of the strongest warranties in the industry, covering both parts, shipping and for a period of ten (10) years. A complete copy of our 10-Year Everything Warranty is included as an attachment. We stand behind our product and are committed to maintaining long term positive relationships with our customers!

References

Included here are also a select set of referral letters for your review. Our goal would be to obtain a similar letter from City of Kyle after the successful completion of your relocation project! More letters can be viewed on our website and a formal reference list is available upon request.

Conclusion

If selected as your partner for the project Chief, we will deliver both a best-in-class console furniture solution and customer experience. Please don't hesitate to contact me with any questions or concerns as you review. My cell phone is (602) 380-6322 and email is mgawin@russbassett.com.

Thank you again!



Matt Gawin

CUSTOMER

CUSTOMER:
KYLE POLICE DEPARTMENT
PROJECT ADDRESS:

PROJECT

PROJECT NAME:
KYLE POLICE DEPARTMENT
PROJECT INITIATION DATE:
3/30/22
CONSOLE TYPE: FLEX NUMBER OF POSITIONS: 8
SCALE:
NTS

SALES EXECUTIVE
MATT GAWIN

DESIGNER
TRISH CASELLA

SHEET INDEX

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1	3D VIEW 1
2	3D VIEW 2
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4	ELEVATION A
5	ELEVATION B
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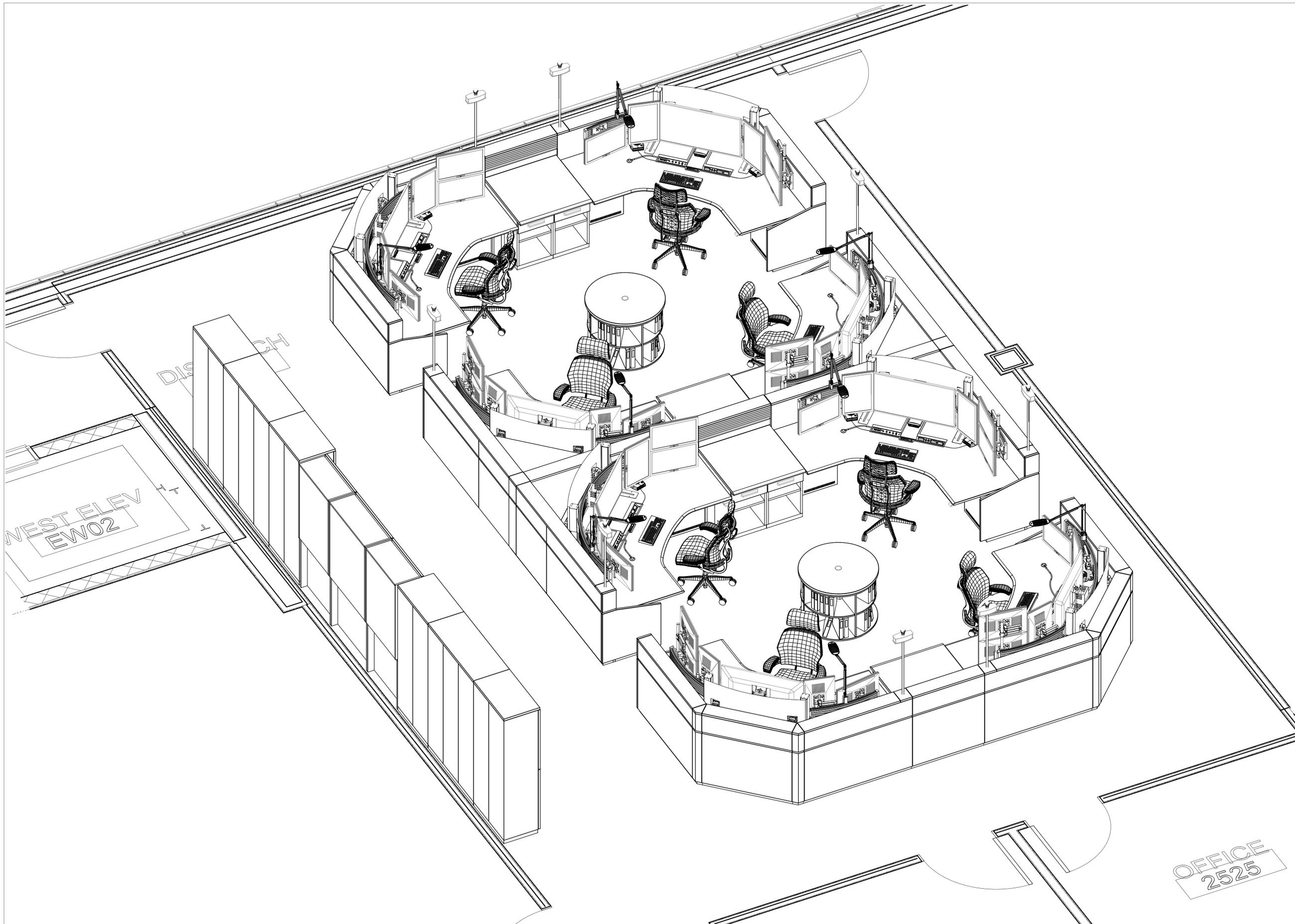
REVISIONS

REV	DATE	DESCRIPTION	BY
A	03/30/22	2D & 3D PRELIMINARY DRAWING	TC
B	06/03/22	CHNGD BRIDGES ADDED STORAGE	TC

SHEET DESCRIPTION

3D VIEW 1

DRAWING #	OPTION	REV.	SHEET
DC-25294-01	1	B	1 5



CUSTOMER

CUSTOMER: **KYLE POLICE DEPARTMENT**
PROJECT ADDRESS: -

PROJECT

PROJECT NAME: **KYLE POLICE DEPARTMENT**

PROJECT INITIATION DATE: **3/30/22**

CONSOLE TYPE: **FLEX** NUMBER OF POSITIONS: **8**

SCALE: **NTS**

SALES EXECUTIVE
MATT GAWIN

DESIGNER
TRISH CASELLA

SHEET INDEX

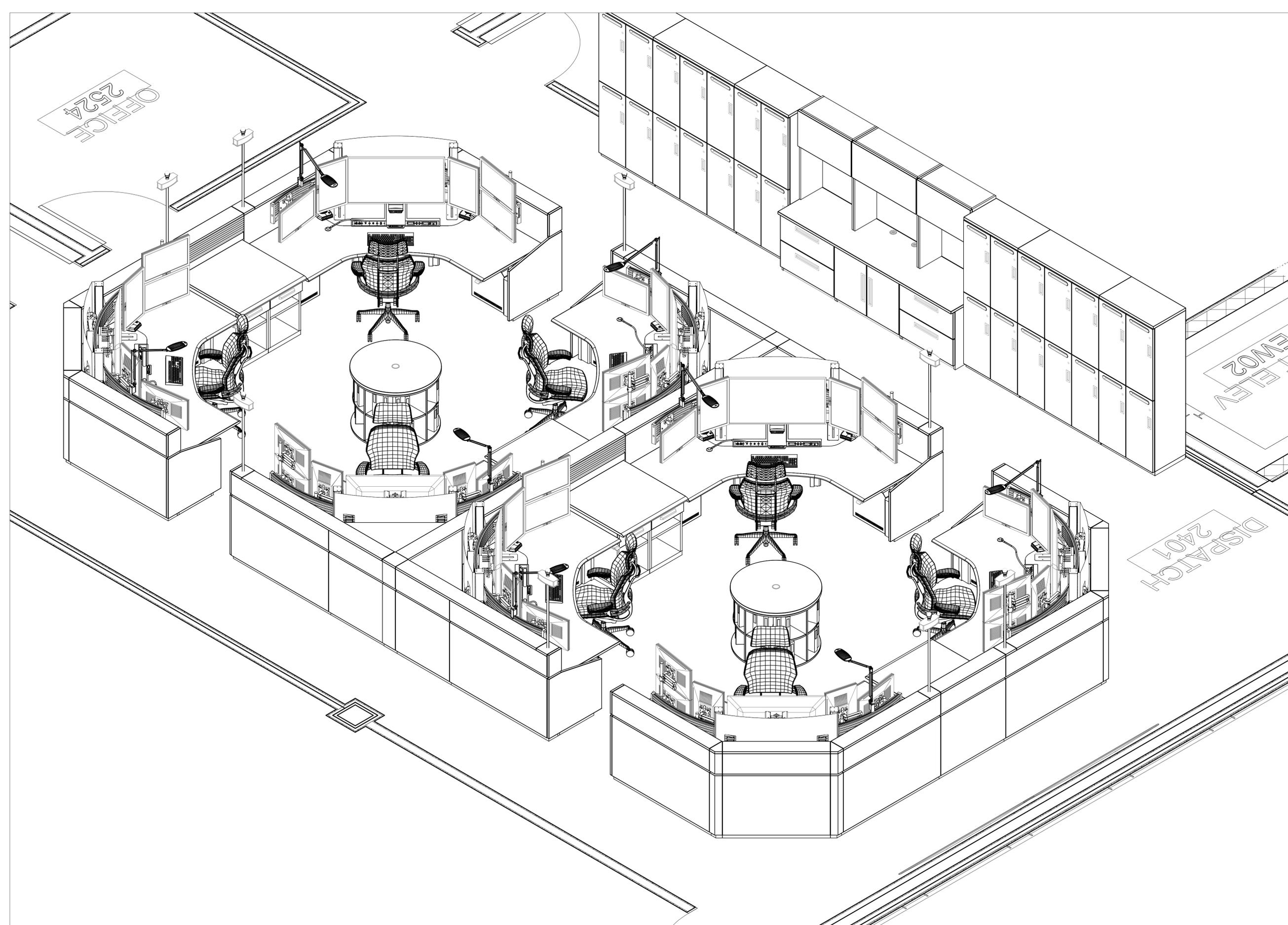
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REVISIONS

REV	DATE	DESCRIPTION	BY
A	03/30/22	2D & 3D PRELIMINARY DRAWING	TC
B	06/03/22	CHNGD BRIDGES ADDED STORAGE	TC

SHEET DESCRIPTION
3D VIEW 2

DRAWING #	OPTION	REV.	SHEET
DC-25294-01	1	B	2 5



CUSTOMER

CUSTOMER: **KYLE POLICE DEPARTMENT**
PROJECT ADDRESS: -

PROJECT

PROJECT NAME: **KYLE POLICE DEPARTMENT**
PROJECT INITIATION DATE: **3/30/22**
CONSOLE TYPE: **FLEX** NUMBER OF POSITIONS: **8**
SCALE: **1" = 1' - 0"**

SALES EXECUTIVE
MATT GAWIN

DESIGNER
TRISH CASELLA

SHEET INDEX

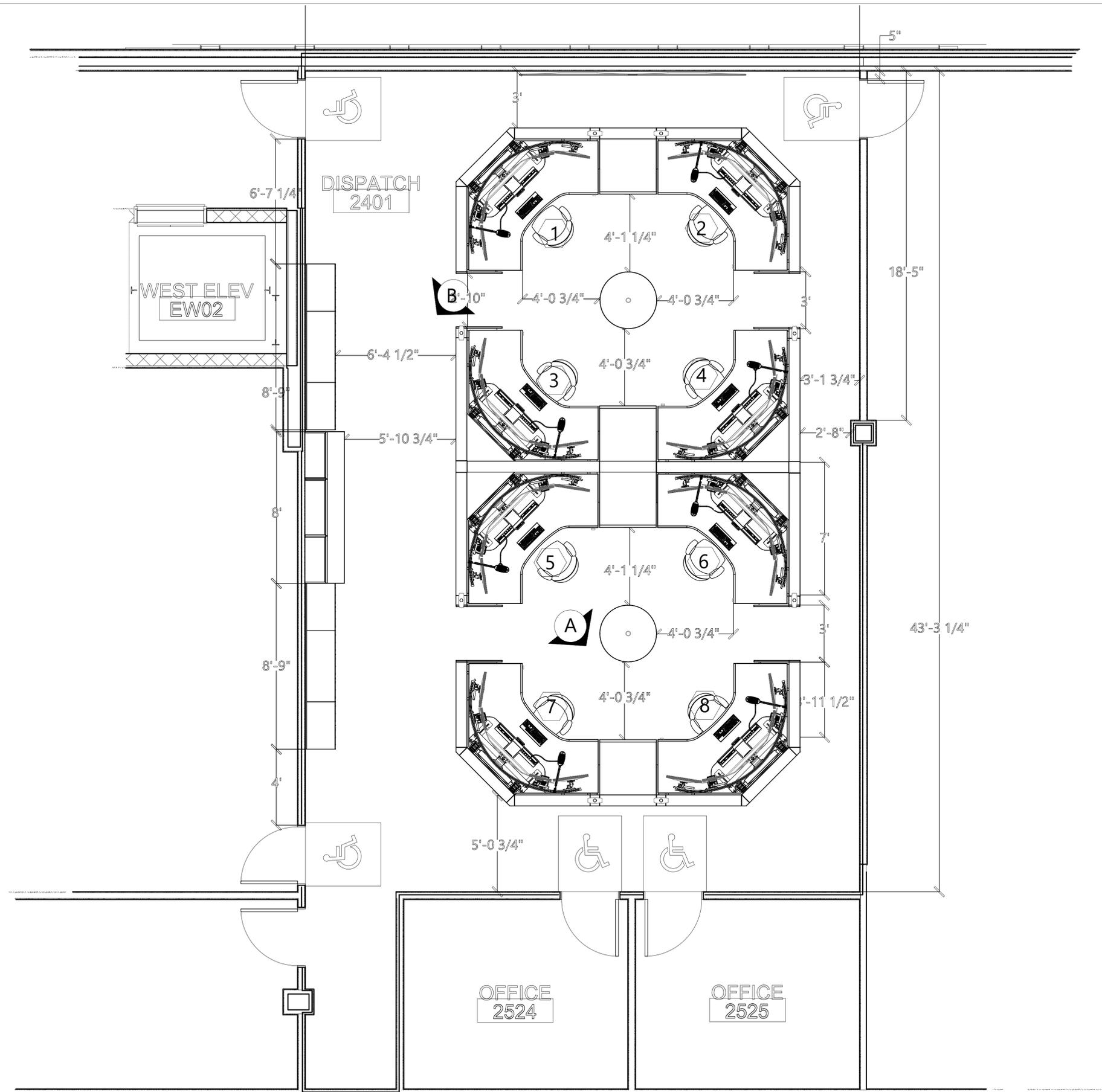
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B	06/03/22	CHNGD BRIDGES ADDED STORAGE	TC

SHEET DESCRIPTION
PLAN VIEW

DRAWING #	OPTION	REV.	SHEET
DC-25294-01	1	B	3 / 5



CUSTOMER

CUSTOMER: **KYLE POLICE DEPARTMENT**
PROJECT ADDRESS: -

PROJECT

PROJECT NAME: **KYLE POLICE DEPARTMENT**
PROJECT INITIATION DATE: **3/30/22**
CONSOLE TYPE: **FLEX** NUMBER OF POSITIONS: **8**
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SALES EXECUTIVE
MATT GAWIN

DESIGNER
TRISH CASELLA

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B	06/03/22	CHNGD BRIDGES ADDED STORAGE	TC

SHEET DESCRIPTION
ELEVATION A

DRAWING #	OPTION	REV.	SHEET
DC-25294-01	1	B	4 5

ARRAY SLATWALL MOUNTED
MONITOR MOUNTS

CUSTOM INTERCHANGEABLE SIGN

36" DOME STATUS INDICATOR LIGHT

PERSONAL COMFORT SYSTEM (PCS) W/
DESKTOP FANS AND FORCED AIR HEATERS
UNDER SURFACE

ADA SWITCH

SLATWALL FOR MOUNTING
MONITOR ARMS & ACCESSORIES

18" W BOX OPEN PEDESTAL

SLATWALL MOUNTED LED TASK LIGHT

SLATWALL MONITOR ARRAY W/
12" ELECTRIC HEIGHT ADJUSTMENT
& 8" MANUAL FOCAL DEPTH ADJUSTMENT

HIGH PRESSURE LAMINATE WORK
SURFACE W/ COMFORT EDGE

ABOVE SURFACE AMBIENT LIGHT (BLUE)

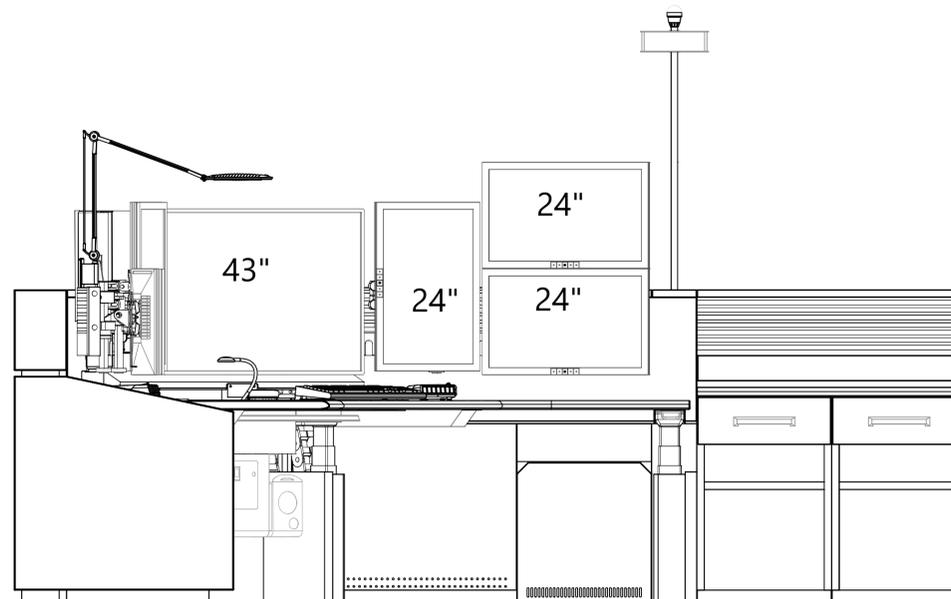
UNDERSURFACE TECH STORAGE

FOOTWELL LIGHT (BLUE)

PERSPECTIVE VIEW

CONSOLE DASHBOARD WITH:

- CONSOLE CONTROLS
- PCS CONTROLS
- DATA PORTS
- GOOSENECK TASK LIGHT W/ DIMMER
- AMBIENT LIGHT DIMMER
- STATUS INDICATOR SWITCH



A ELEVATION VIEW

FINISH FLOOR

CUSTOMER

CUSTOMER:
KYLE POLICE DEPARTMENT
PROJECT ADDRESS:
-

PROJECT

PROJECT NAME:
KYLE POLICE DEPARTMENT
PROJECT INITIATION DATE:
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SALES EXECUTIVE
MATT GAWIN

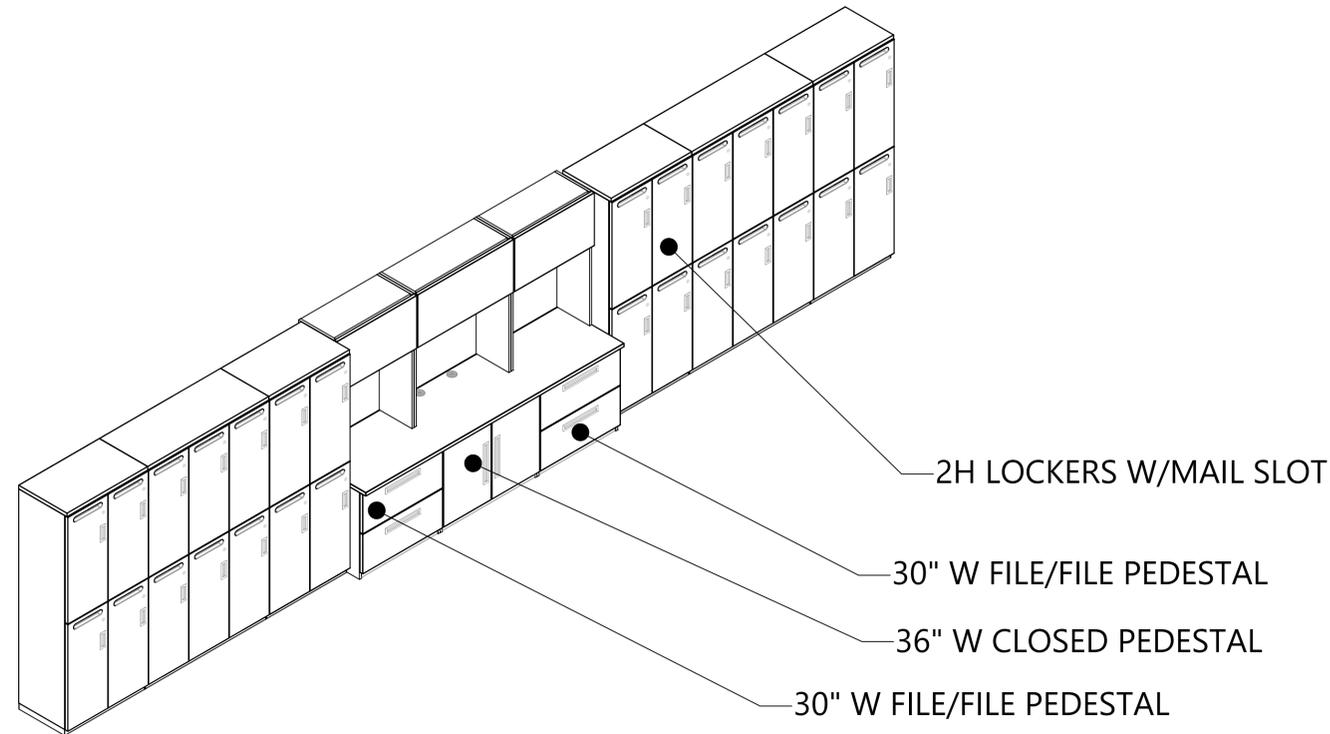
DESIGNER
TRISH CASELLA

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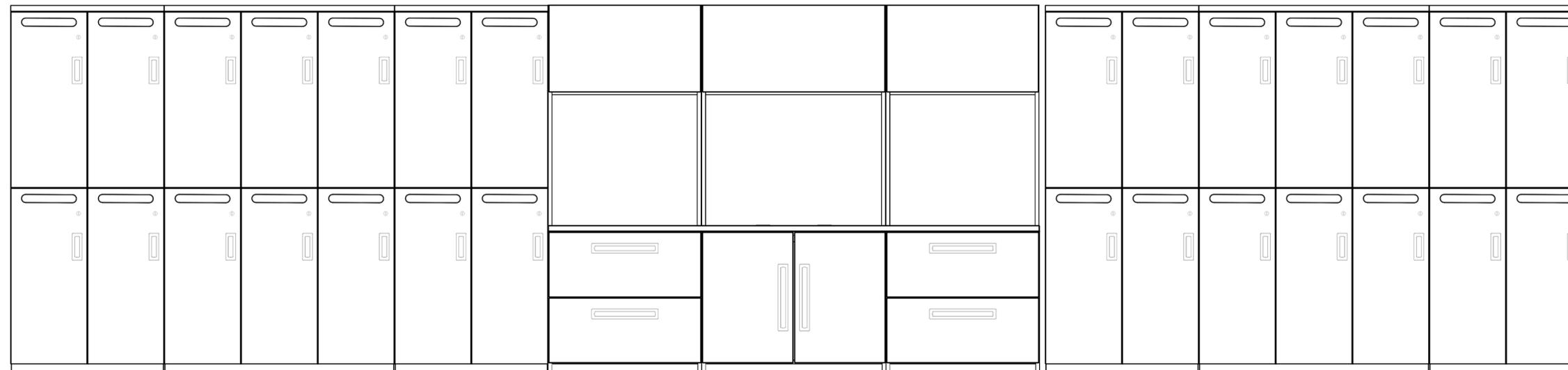
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REVISIONS

REV	DATE	DESCRIPTION	BY
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B	06/03/22	CHNGD BRIDGES ADDED STORAGE	TC



PERSPECTIVE VIEW



FINISH FLOOR

B ELEVATION VIEW

SHEET DESCRIPTION
ELEVATION B

Quotation

rus sbassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.rusbassett.com

PROJECT #: DC-25294-01	Option: 1
REVISION: B	
PROJECT NAME: 9-1-1 Dispatch Center Consoles	

QUOTE DATE: 7/11/2022	SALES EXECUTIVE: Matt Gawin
EXPIRATION DATE: 8/25/2022	ADDRESS: 8189 Byron Rd Whittier, CA 90606
CUSTOMER: Kyle Police Department	PHONE: (602) 380-6322
CONTACT: Dr. Jeff Barnett	EMAIL: mgawin@rus sbassett.com
ADDRESS: TBD Kyle , TX 78640	
PHONE: (512) 268-0859	
EMAIL: jbarnett@cityofkyle.com	

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
AREA: 1			AREA 1 TOTAL:	\$ 183,215.45
8	FSA-CS-84	Flex Sit-Stand, 90° Corner, 84W, Single Lift, Adj. Array	\$ 5,129.30	\$ 41,034.40
4	FCF-42-T-SSF	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric	\$ 660.55	\$ 2,642.20
6	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 267.85	\$ 1,607.10
2	FSW-07-3642-EMT-SWN	Flex Wall, 07D, 36L x 42H, Empty Side A, Slatwall Side B	\$ 446.05	\$ 892.10
1	FSW-07-3642-SWN-SWN	Flex Wall, 07D, 36L x 42H, Slatwall Side A, Slatwall Side B	\$ 611.05	\$ 611.05
12	FSW-07-5442-EMT-SSF	Flex Wall, 07D, 54L x 42H, Empty Side A, Sit-Stand Fabric Side B	\$ 505.45	\$ 6,065.40
2	FSW-07-5442-SSF-SSF	Flex Wall, 07D, 54L x 42H, Sit-Stand Fabric Side A, Sit-Stand Fabric Side B	\$ 690.25	\$ 1,380.50
4	FSW-07-CC42-EMT-SSF	Flex Wall, 07D, 42.3L x 42H, Empty Side A, Sit-Stand Fabric Side B	\$ 479.05	\$ 1,916.20
8	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	\$ 198.55	\$ 1,588.40
3	FTC-0736-S-S	Flex Top Cap, 7D x 36W, Solid, Square	\$ 145.75	\$ 437.25
2	FTC-0748-S-S	Flex Top Cap, 7D x 48W, Solid, Square	\$ 159.50	\$ 319.00
2	FTC-0748-GL-BL-S	Flex Top Cap, 7D x 48W, Blue Lit Glass W/ Logo, Square	\$ 1,239.15	\$ 2,478.30
2	FTC-0754-S-S	Flex Top Cap, 7D x 54W, Solid, Square	\$ 166.10	\$ 332.20
2	FTC-0754-GL-BL-S	Flex Top Cap, 7D x 54W, Blue Lit Glass W/ Logo, Square	\$ 1,295.80	\$ 2,591.60
4	FTC-0778-S-S	Flex Top Cap, 7D x 78W, Solid, Square	\$ 192.50	\$ 770.00
2	FTC-0784-S-S	Flex Top Cap, 7D x 84W, Solid, Square	\$ 199.10	\$ 398.20
2	FTC-07CC-S-S	Flex Top Cap, 7D x 42.3W, Solid, Square	\$ 152.90	\$ 305.80
2	FTC-07CC-GL-BL-S	Flex Top Cap, 7D x 42.3W, Blue Lit Glass W/ Logo, Square	\$ 1,195.70	\$ 2,391.40
4	FBP-3042-SPS	Flex Back Panel, 30W x 42H, Solid, Powder, Square	\$ 221.10	\$ 884.40
2	FBP-3642-SPS	Flex Back Panel, 36W x 42H, Solid, Powder, Square	\$ 227.70	\$ 455.40
12	FBP-5442-SPS	Flex Back Panel, 54W x 42H, Solid, Powder, Square	\$ 247.50	\$ 2,970.00
4	FBP-CC42-SPS	Flex Back Panel, 42.3W x 42H, Solid, Powder, Square	\$ 234.30	\$ 937.20
8	FCC-07L-4542-EPS	Flex Corner Connector, 7D, 45° L-Type, 42H, Exterior, Powder, Square	\$ 271.15	\$ 2,169.20
2	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	\$ 303.60	\$ 607.20
4	FEC-AAN-0742-L-L	Flex Left End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	\$ 413.05	\$ 1,652.20
4	FEC-AAN-0742-R-L	Flex Right End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	\$ 413.05	\$ 1,652.20
8	FPP-3618-BO-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Open, Lam Faces, No Lock	\$ 350.35	\$ 2,802.80
16	FTP-18-N	Under Surface Tech Pod, 18"W	\$ 286.55	\$ 4,584.80
4	FWS-FRE-3636-W	Work Surface, Rectangle, 36D x 36L	\$ 548.35	\$ 2,193.40
8	FWS-SCA-3684-N-W	Work Surface, 90° Corner Sit-Stand, Single Lift Array, 36D x 84L	\$ 1,075.25	\$ 8,602.00
8	WAC-BOND-KIT-R56	Flex Console Bonding Kit, R56	\$ 495.55	\$ 3,964.40
8	WAC-DTB-14	14 Port Data Termination Bracket, Universal	\$ 79.75	\$ 638.00

Quotation

PROJECT #:	DC-25294-01	Option: 1
REVISION:	B	
PROJECT NAME:	9-1-1 Dispatch Center Consoles	

rus sbassett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.rusbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
8	WAC-IV-RMK-2	2U Internal Vertical Rack Kit	\$ 99.55	\$ 796.40
8	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$ 165.55	\$ 1,324.40
8	WAC-SLD-36	Pole Mount Situation Awareness Light, Dome, 36"H Pole	\$ 330.55	\$ 2,644.40
8	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	\$ 264.00	\$ 2,112.00
8	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	\$ 99.55	\$ 796.40
8	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$ 53.35	\$ 426.80
8	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	\$ 156.75	\$ 1,254.00
72	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	\$ 40.15	\$ 2,890.80
8	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	\$ 90.75	\$ 726.00
8	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	\$ 195.80	\$ 1,566.40
8	DAC-DASH-SWITCH-R	Dash Plate, Switch, Status Indicator Light, Red	\$ 99.55	\$ 796.40
8	DAC-DASH-USB-X2	Dash Plate, 2 USB Keystones W/ Cables	\$ 111.65	\$ 893.20
10	DAC-DTC-ADA	Desktop Controller, ADA	\$ 59.95	\$ 599.50
8	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 303.60	\$ 2,428.80
8	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	\$ 346.50	\$ 2,772.00
16	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	\$ 346.50	\$ 5,544.00
8	DAC-MM-11-SW-PM-EX	Monitor Mount, 1-Over-1, Slatwall, Pole Mount, Ext	\$ 627.00	\$ 5,016.00
8	DAC-MM-LG-200	Monitor Mount, Large Screen, 200MM VESA	\$ 330.55	\$ 2,644.40
8	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	\$ 1,434.95	\$ 11,479.60
2	DAC-RR-36-FS-G	36" Rotating Resource Center - Free Standing, W/ Grommet	\$ 3,001.35	\$ 6,002.70
8	DAC-SL-CIS	Status Indicator Light - Custom Interchangeable Sign	\$ 116.05	\$ 928.40
2	DEF-DWR-2430-2H-NL	Lateral File Cabinet, 24"D x 30"W x 29"H, 2 High Unit, No Lock	\$ 861.85	\$ 1,723.70
2	DEF-HTC-143043-FD	Hutch, 14D x 30W x 43H, Overhead Flipper Door	\$ 641.85	\$ 1,283.70
1	DEF-HTC-143643-FD	Hutch, 14D x 36W x 43H, Overhead Flipper Door	\$ 719.95	\$ 719.95
14	DEF-LKR-1572-2H-MS	Personal Storage Locker, 19"D x 15"W x 72"H, 2 High Unit, Mail Slot, Locking	\$ 670.45	\$ 9,386.30
4	DEF-LKR-BSE-0230	Locker Base, 2 Wide, 19"D x 30"W x 2"H	\$ 144.10	\$ 576.40
2	DEF-LKR-BSE-0245	Locker Base, 3 Wide, 19"D x 45"W x 2"H	\$ 176.00	\$ 352.00
4	DEF-LKR-TOP-30	Locker Top, 2 Wide, 19"D x 30"W	\$ 233.20	\$ 932.80
2	DEF-LKR-TOP-45	Locker Top, 3 Wide, 19"D x 45"W	\$ 319.55	\$ 639.10
1	DEF-SHF-2436-2H-SD	Lateral Shelving Cabinet, 24"D x 36"W x 29"H, 2 High Unit, Solid Door	\$ 606.65	\$ 606.65
1	DEF-STG-TOP-2496-G-S	Storage Top, 24"D x 96"W, Grommet	\$ 610.50	\$ 610.50
1	WAC-ARTWORK	Logo Artwork Prep - Per Logo Design	\$ 600.05	\$ 600.05
6	WAC-ETCH-LOGO	Glass Etching, Logo - Per Logo Instance	\$ 630.30	\$ 3,781.80
6	WAC-ETCH-TEXT	Glass Etching, Text - Per Text Line	\$ 870.10	\$ 5,220.60
16	WAC-PSTRIP-V-15	Power Strip, 15 Amp, 7 Outlet, With Vertical Wall Mounting Bracket	\$ 63.25	\$ 1,012.00
4	WAC-PSTRIP-H-15	Power Strip, 15 Amp, 7 Outlet, With Horizontal Trough Mounting Bracket	\$ 63.25	\$ 253.00

Quotation

PROJECT #: DC-25294-01	Option: 1
REVISION: B	
PROJECT NAME: 9-1-1 Dispatch Center Consoles	

 Russ Bassett Corporation
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order. Drawing REVISION level must match Quote REVISION level.

Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation. Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

Due to the custom nature of our products, Russ Bassett recommends using only Certified Russ Bassett Installers.

Purchase Order

Send to: Russ Bassett Corporation
Attn: Customer Service
8189 Byron Road
Whittier, CA 90606

Fax to: (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

Payment Terms

50% due 30 days after product shipment
30% due 30 days after substantial installation completion
20% due after final sign-off

Lead-time

For the products covered under this proposal is ten (10) to twelve (12) weeks AAO (After Acceptance of Order).
Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgment.

Quotation


Russ Bassett Corporation
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

PROJECT #: DC-25294-01	Option: 1
REVISION: B	
PROJECT NAME: 9-1-1 Dispatch Center Consoles	

Warranty

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years. In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett. Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

Change Order & Cancellation Policy

Changes to an order, once it has been processed, can be very disruptive and costly. Once an order has been started in manufacturing, usually within 4 weeks of the scheduled ship date, it is not possible to make changes.

Any requests for changes to the design or scope of work shall be made in writing. RBC will notify Buyer if it is possible to accommodate the change requests. If there is still time to accommodate the change requests, RBC will provide a quotation covering the cost and lead-time impact of the change. If these impacts are acceptable to Buyer, RBC will produce changed drawings for review and approval. No change will be made without sign-off of the updated quote and drawing by Buyer.

Any cancellation requests must be submitted in writing and approved by an officer of Russ Bassett. Upon acceptance of canceled order, a cancellation charge of 25% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses also incurred by Russ Bassett.

Buyer's Delay

Russ Bassett only builds products to order, based on bonified purchase orders and deploys manufacturing resources necessary to meet scheduled delivery requirements outlined in the order. The company realizes projects get delayed. Upon request, Russ Bassett may provide storage for the first 30 days from the original ship date at no cost. In extreme cases, the Russ Bassett Sales Executive may request the President to approve extending the grace period for an additional 30 days.

In all cases, unless approved by the President, the customer is to be invoiced for the full product total on the original ship date.

Storage fees are outlined below:

Storage after 30 days will only be approved, provided 90% of the initial invoice has been paid, allowing 10% hold-back till final project acceptance. Storage fees will be invoiced monthly and must be paid promptly to keep benefits intact.

Storage period	Fees
Up to 30 day delay	No cost as a courtesy
31 to 90-day delay	1% of product total per month
91 to 150-day delay	2% of product total per month
151 to 180-day delay	4% of product total per month

Storage is not offered after 180 days.

Storage arrangements may be canceled at any time for non-payment.

The customer may choose to arrange their own storage. In that case, claims for product damage will become the responsibility of the customer and their storage agent.

Acceptance Signature

Authorized Signature

Print Name of Authorized Signature

Print Title

Print Company Name

P.O. Number

Date of Authorization

Item # 29

New and Improved Adjustable Monitor Array Sit-Stand Consoles

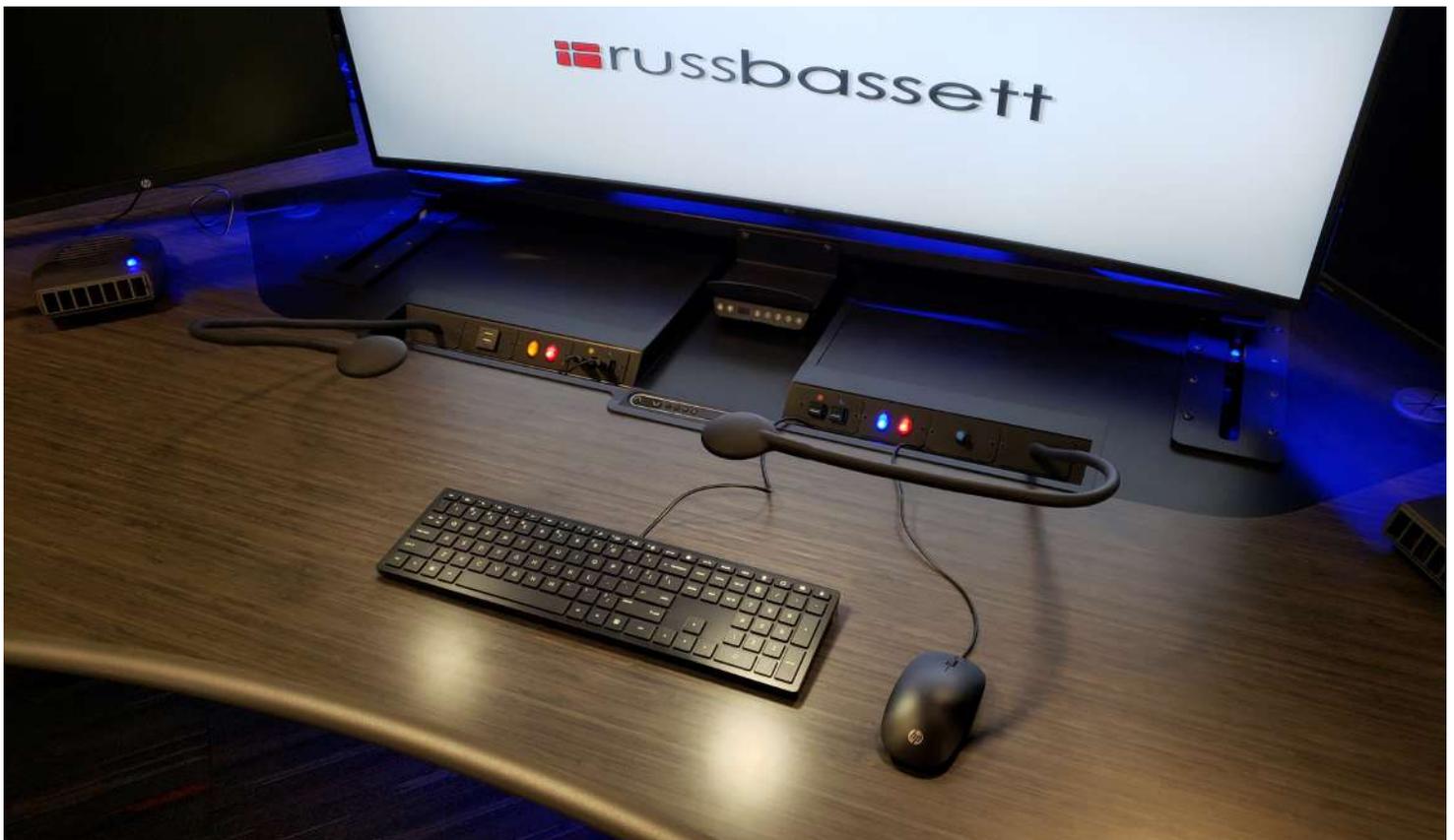
Dear Valued and Prospective Russ Bassett Customers,

Like automotive manufacturing, console furniture design regularly evolves around new technology, innovation, and customer feedback.

We are excited to introduce the new and improved, 2022/23 model year adjustable monitor array sit-stand to our already market leading Flex and Define Console product platforms!

The new adjustable array sit-stand console model features a Sub-Flush Dashboard to allow the bottom bezel of the monitors to get even lower, extra Dashboard Cartridge bays for added convenience and control functionalities, compressed monitor array envelope enhancing ergonomic focal depth adjustment, an upgraded array height controller, a removable rear monitor array shroud, and additional anti-collision technology.





Here is a little more information on each enhancement:

✓ SUB-FLUSH DASHBOARD

The dashboard has been recessed into the work surface for a cleaner look and to allow monitors to get even lower. Monitors can now skim just above the work surface, provided the Personal Comfort System fans are moved out of the way. Our previous model was already supportive of a neutral-to-downward gaze, but for those customers who have stacked monitor applications and are coming from a “split-surface”, allowing the monitors to get closer to the large single piece work surface reduces the challenge of the change for the team.

✓ EXTRA DASHBOARD BAYS

The Dashboard has been redesigned to utilize a new Faceplate design, which is smaller than the old spring cartridges. Combined with moving the desktop controller to the center, this change now gives the customer eight (8) configurable bays rather than six (6). This means there are more configuration options and removes the challenge of running out of ports for control functions when you want to do it all (manual situational awareness light switches, gooseneck lights, USB ports, convenience power, ambient lighting dimmer).

✓ COMPRESSED ARRAY DEPTH

This new array design requires a shallower structure behind it, which has allowed us to push the array about 4" further back relative to the front of the work surface. This change has multiple advantages including more available monitor fit width, the capability to get the monitors further away, which is particularly helpful when larger screens are used and also that the Dashboard is always exposed even at full forward array position.

✓ ARRAY CONTROLLER UPGRADE

The new array lift system includes a nice height control that is located at the same point as the focal depth handle and now includes a digital display reading the array height in inches (0 to 11), height memory presets and can display error codes in the unlikely situation your monitor array requires service.

✓ REMOVABLE REAR SHROUD

To enhance users' line of sight to video walls and out from Supervisory positions, we have changed the monitor array structure in a way that makes the rear shroud purely cosmetic. Still desirable in open plan environments, when and where appropriate, it can be removed!

✓ NEW COLLISION DETECTION TECHNOLOGY

Last but not least, we have integrated a new collision detection technology into the 2022/23 Array Console that provides an additional level of protection if a collision should happen outside the area of the currently deployed lap bar. This new system utilizes gyro, accelerometer and vibration detection sensors to provide additional protection and will be used in conjunction with the lap bar. We are the only manufacturer on the market with redundant collision detection systems.

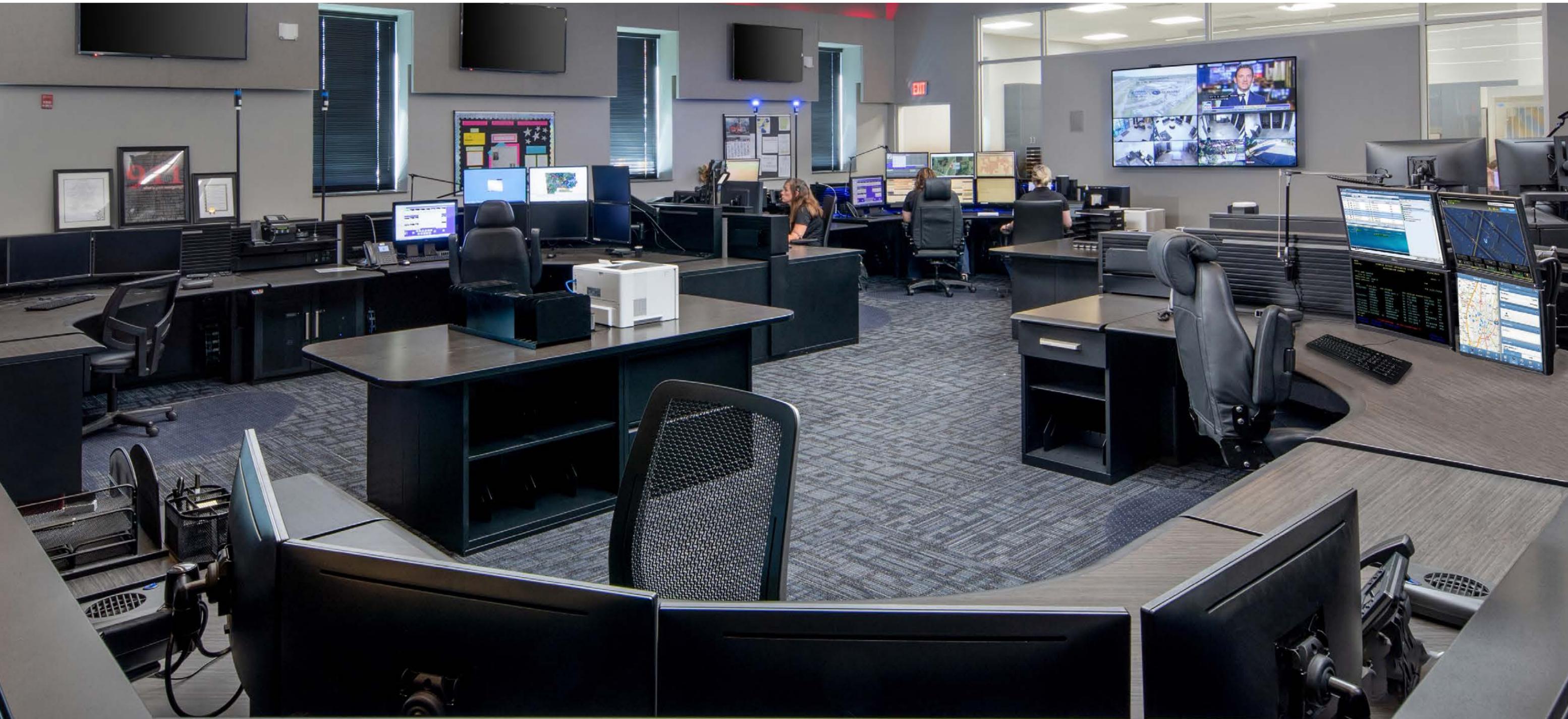
FlexConsoles



THE FLEX ADVANTAGE

Console furniture designed to directly support your team's communication, health and engagement goals.

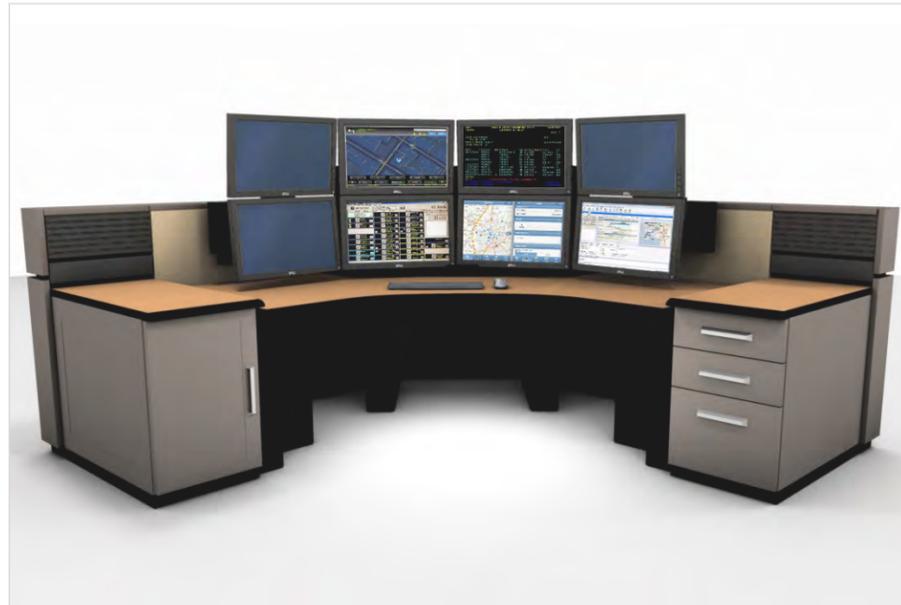
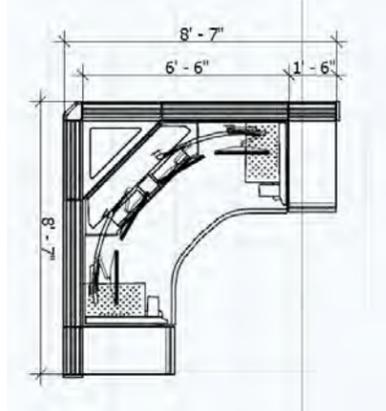
Choose from a variety of shapes and sizes to create a workplace that meets your operator and technology needs, today and tomorrow.



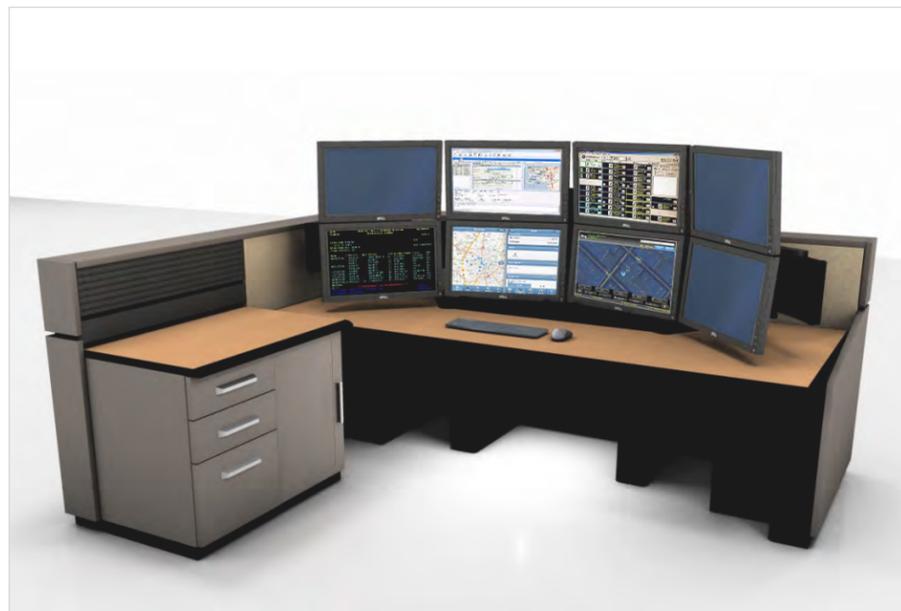
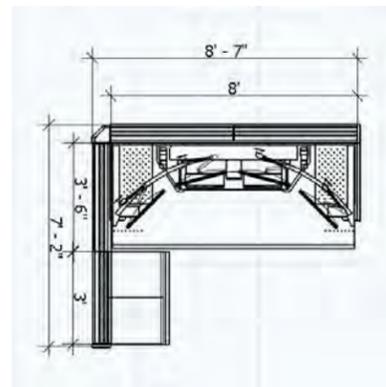
GIVING YOU THE FREEDOM TO CHOOSE

Both corner and linear consoles consume a similar footprint which gives you the freedom to choose the style that is right for your team.

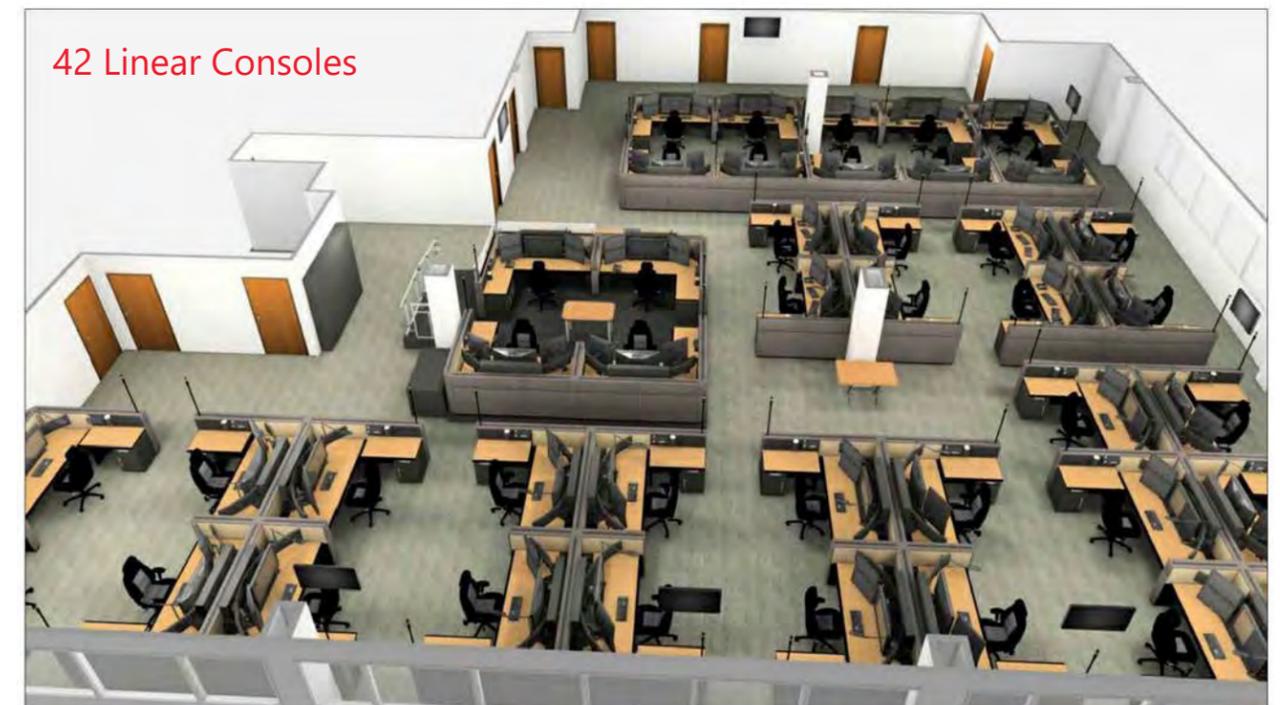
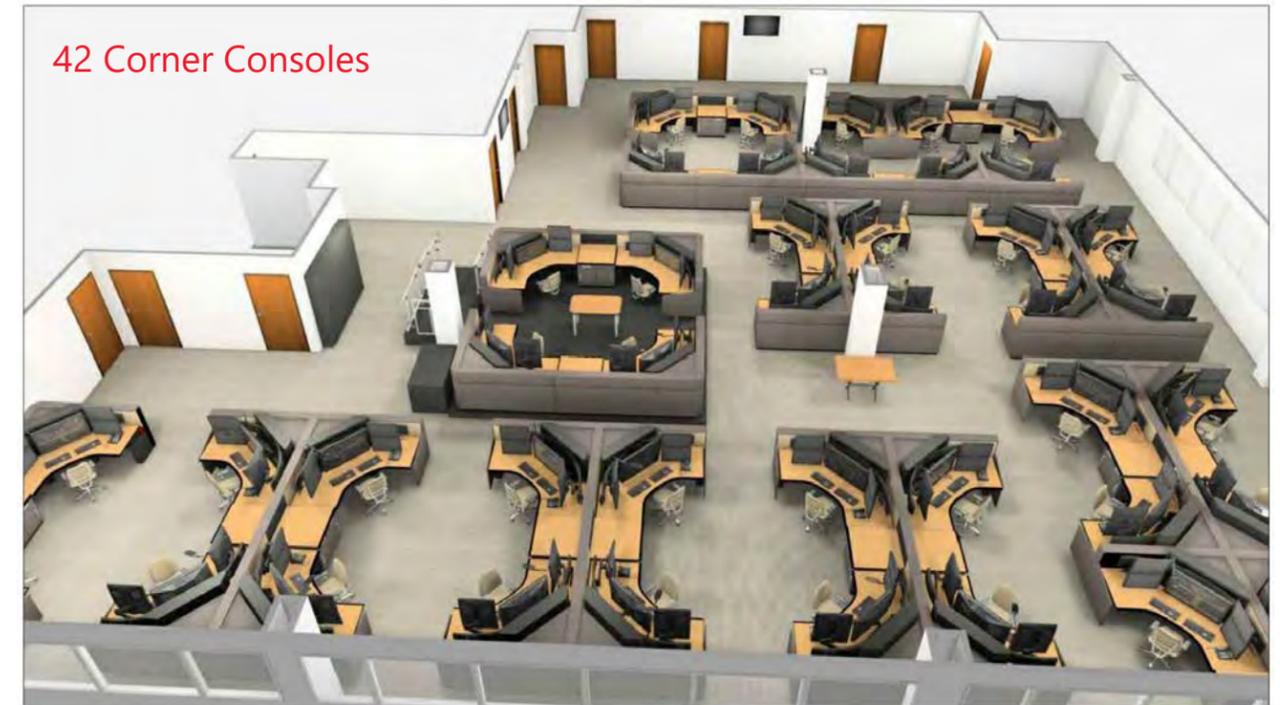
90° Corner Console



Linear Console



This side-by-side comparison shows 42 corner consoles and 42 linear consoles planned into the same space.

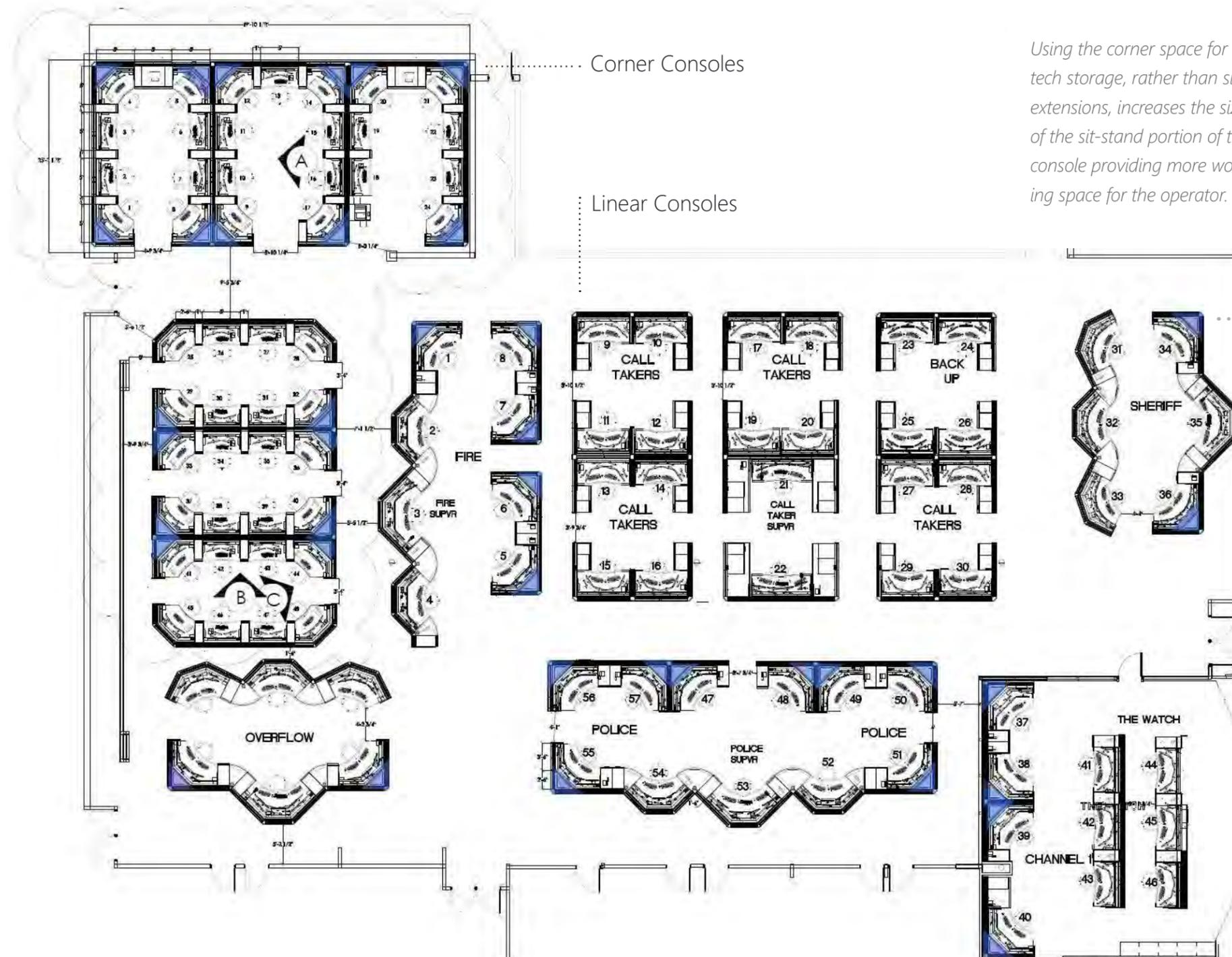


MAXIMIZING SPACE AND WORK FLOW

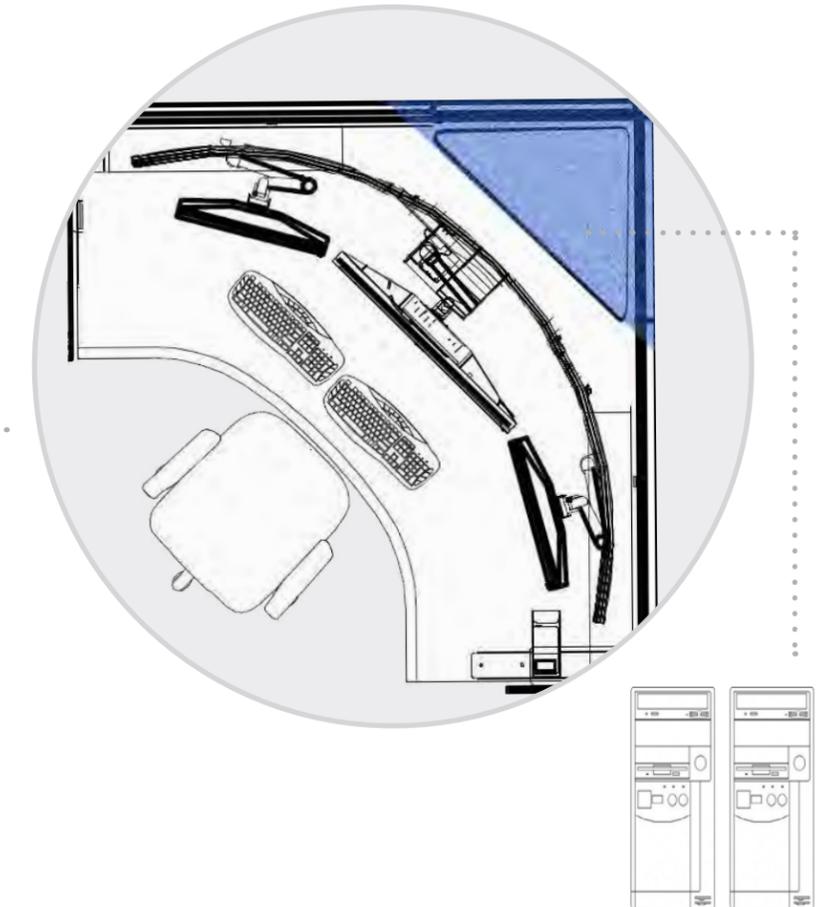
For agencies with unique room architecture or dedicated response teams, consider planning with corner and linear consoles to improve use of space, traffic and communication flow.

ZERO WASTE!

Russ Bassett 90° corner consoles make use of the back corner for technology and equipment storage. Zero wasted space means teams can choose a corner console and know they are getting a workstation that is comfortable and space efficient.



Using the corner space for tech storage, rather than side extensions, increases the size of the sit-stand portion of the console providing more working space for the operator.



This consolidated agency selected a blend of console shapes and sizes to best support workflow and the varied technology requirements including the number of monitors and equipment storage.

SINGLE SURFACE, DUAL LIFT

Heavy duty lifting columns support a height adjustable surface. A second set of lifting columns support a height adjustable monitor array.

Single Surface



An expansive work zone helps operators stay organized and provides plenty of room for side-by-side training.

Ergonomic Benefits of Single Surface, Dual Lift



Height Adjustment

Promote musculo-skeletal health by accommodating the 95% male, the 5% female and everyone in between.

Adjusting the worksurface and monitor simultaneously or independently delivers ergonomic comfort and ease of use for the tallest or most petite team members.

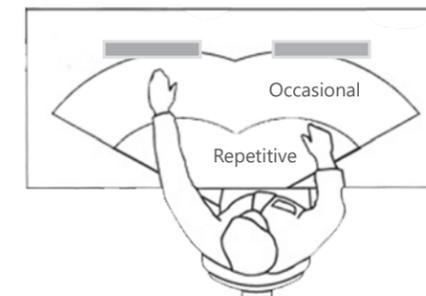
Dual Lift



- 12" Monitor Height Adjustment
- 48.7" Standing Surface Height
- 26" Sit to Stand Range
- 22.6" Seated Surface Height

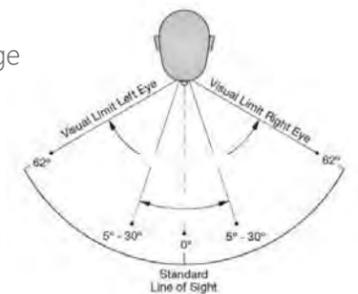
Reach Zones

To mitigate repetitive twisting and stretching, user controls are located within the dispatcher's primary reach zone.



Monitor Viewing

The curved Slatwall Monitor Array's range of height and focal depth adjustment promotes healthy viewing distance and angle, reducing eye strain and neck tension.



USER INTERFACE

Whether your team prefers cockpit-style positioning or a more linear approach to the work surface, Flex has you covered.

Corner

The single wrap-around surface is flanked by technology and/or personal storage.



..... SHARED FEATURES

Monitor Array with 12" Monitor Height Adjustment

Expansive Single Surface with 26" Sit to Stand Adjustment Range

Unencumbered Knee Space

.....

Both console styles share a set of features that help operators remain comfortable and attentive.

Linear

A linear work zone allows operators to spread out and makes side-by-side training more comfortable.



.....

The Endure comfort edge is directly molded to the substrate for a watertight seal and ultimate durability - no marring, no curling, no peeling.

Add optional Personal or Technical Storage Returns

..... SHARED FEATURES

Customizable Dashboard

Located within easy reach, your console Dashboard comes with surface height and monitor height adjustment controls. You may add up to six additional cartridges.

Accessory Options:

- Dimmable Task Light
- Quick-Connect USB Ports
- Personal Comfort System Controls
- Convenience Power
- Situational Awareness Alert
- Ambient Lighting Dimmer



Universal Personal Comfort System

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension and boost focus.



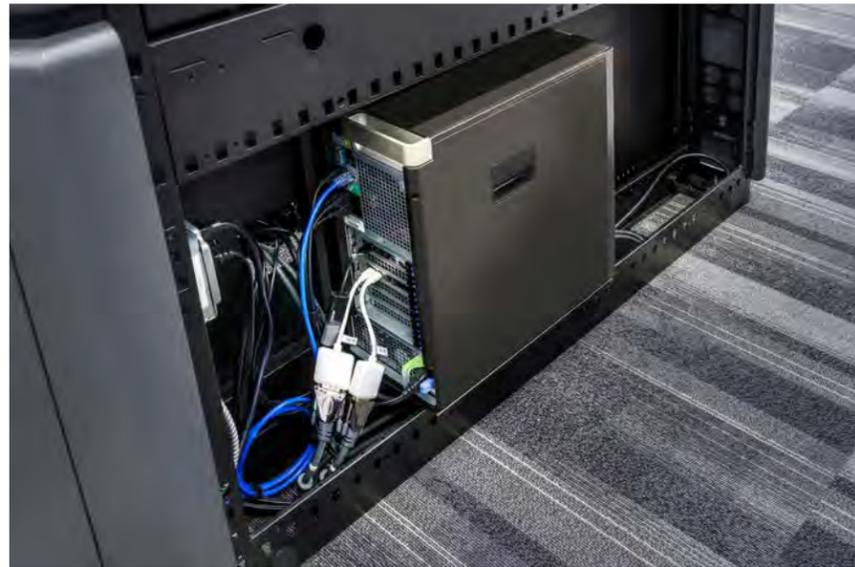
The Personal Comfort System includes two (2) under-surface, tilting heaters and two (2) freestanding desktop fans with centralized Dashboard controls. All appliances are energy efficient and ultra-quiet.

TECHNOLOGY INTEGRATION

Flex's tech integration foundation is the 7" deep, steel Technology Wall. The structure encircles the console and holds critical equipment.

Equipment Storage

The Technology Wall, including the rear corner on 90° consoles, has ample capacity for mid-sized towers and equipment.



Optional cabinets placed alongside the console expand equipment capacity.

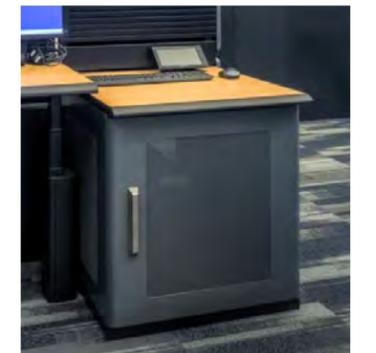
Power, Data and Grounding

Power, data and grounding terminate within the Technology Wall.



Additional Storage

All technology cabinets are passively cooled by design. Rear cable pass-through opens to the adjacent Technology Wall. Optional pull out shelf eases access to the back of PCs and equipment.



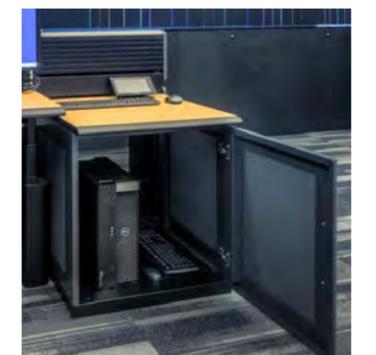
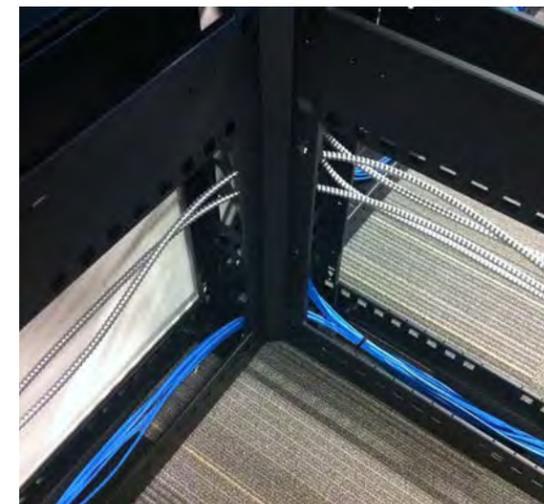
Rack Mounting

The Technology Wall and ancillary technology storage cabinets are rack mount ready.



Wire Management

High capacity cable chases and energy chains keep power and data cords protected from crowding and disconnection.



ACCESSORIES, LIGHTING & RECOGNITION

Mission critical teams are most efficient when console workspaces are comfortable and organized.

User Amenities

Pictured clockwise are the slatwall mounted Task Light, Sanitation Station, Keyboard Taco (other Slatwall Tools available), and Situational Awareness Light with Position Sign.



Tech Integration

Simplify installation with the Situational Awareness Light Connection Kit, Data Termination Bracket, Micro PC Mounting Bracket, and Technology Wall PC Tray.



Custom Solutions

Transaction counters and other unique solutions ease work flow and help teams stay connected.



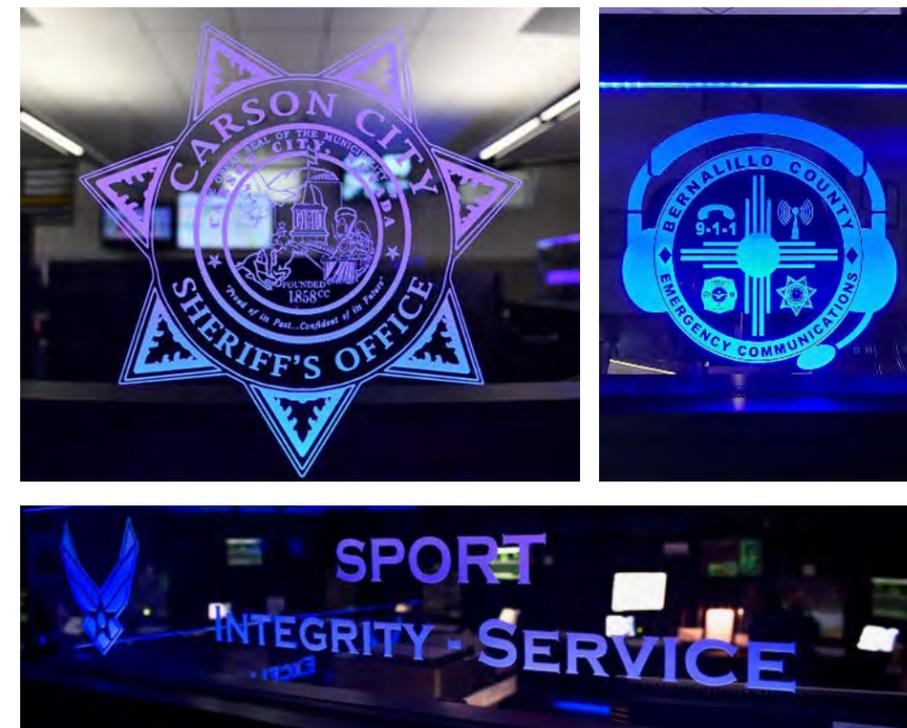
Ambient Lighting

Adjustable ambient lighting, above and below the console surface, complements conventional lighting with a calming blue tone. Blue LED lighting reduces monitor glare in ultra-bright and low light areas.



Etched Glazing

Up-lit etched glass boosts agency pride and reinforces your agency's mission.



Logo Panels

Logo panels add full-color badging for teams seeking additional way-finding and agency recognition.



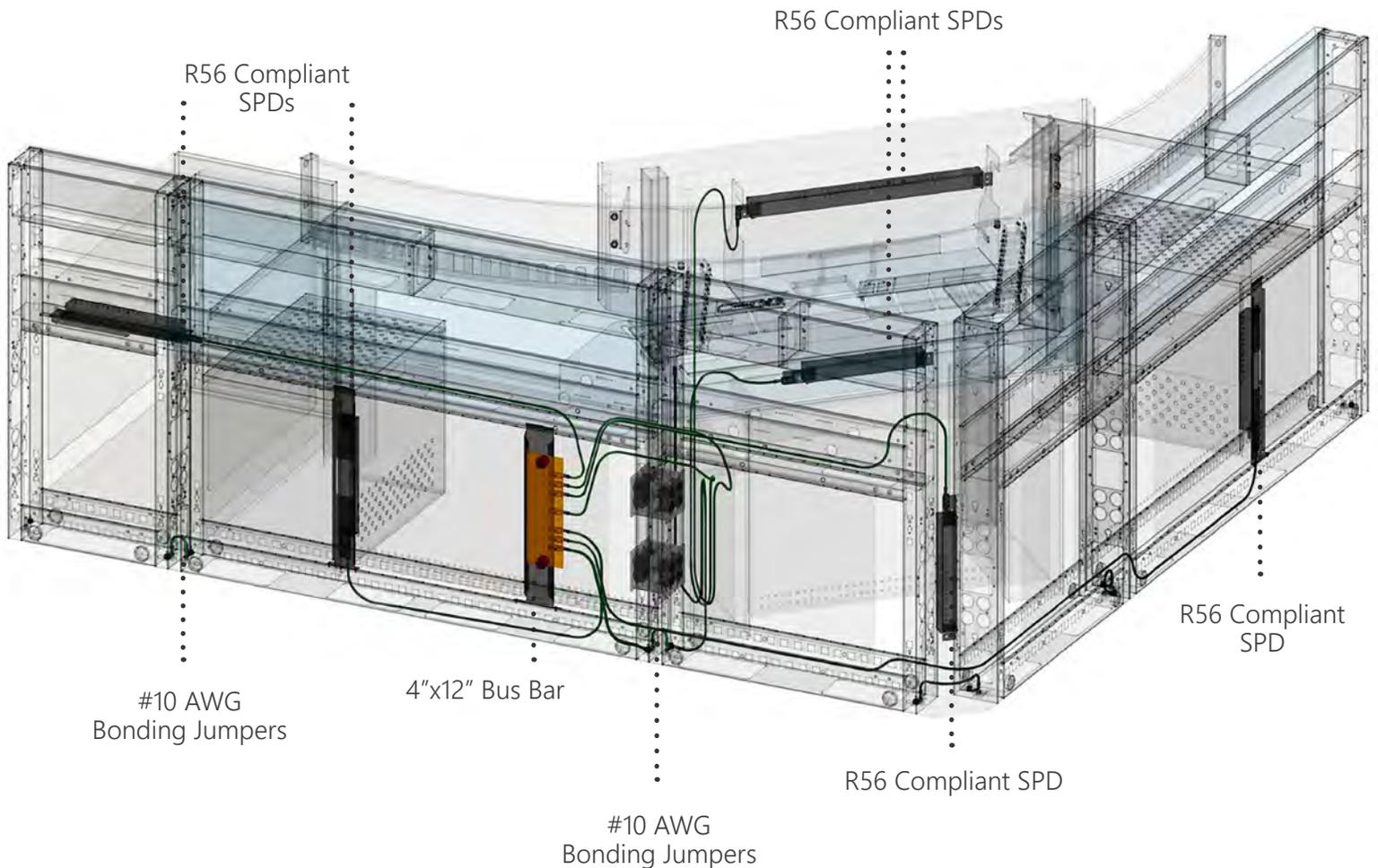
R56 BONDING AND SPD KITS

Grounding

R56 COMPLIANCE 101

Developed and maintained by Motorola Solutions, R56 takes into account fire, electrical codes, tower grounding and construction codes, and industry codes to ensure fire protection, operator safety and equipment protection through proper installation, grounding, bonding, and surge protection. It is considered the industry standard for correct bonding, grounding, surge protection and installation practices for radio towers and control rooms.

Russ Bassett has collaborated closely with co-authors of the R56 standard to develop a range of R56 compliant bonding, grounding and surge protection systems to fit your needs and budget.



GET TO KNOW THE R56 COMPONENTS

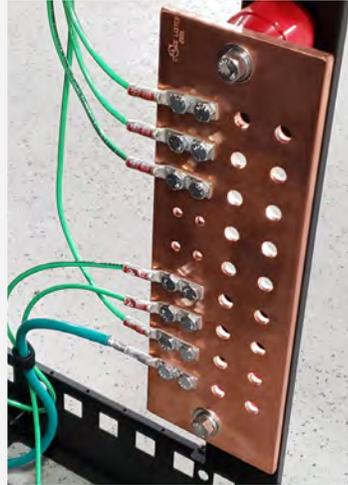
Surge Protection Device SPD

Metal Housing, External Double-Lug Bonding Connection Site, #10 AWG Double-Lug Bonding Wire, Covered Switch



Bus Bar

4" x 12", 1/4" Thick Copper, 1/4" Holes, 3/4" O/C and 3/8" Holes, 1" O/C, #10 AWG Double-Lug Bonding Wire to Frame



Bonding Jumpers

Frame to Frame Bonding, Frame to Sit-Stand Bonding



AVAILABLE R56 KITS

KIT #1: FULL R56 COMPLIANCE

The Full R56 Compliance Kit includes one (1) R56 compliant 14-outlet SPD, one (1) R56 compliant 6-outlet SPD, one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console.

KIT #2: R56 CONSOLE AND EQUIPMENT BONDING

For customers who need to bond their equipment and console, but do not need R56 compliant SPDs, this kit delivers one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console. *NOTE: For customers using a rack-mounted PDU located within the console frame, extra-long monitor power cables will be required.*

KIT #3: R56 CONSOLE BONDING

#10 AWG Bonding Jumpers provide R56 compliant bonding of the console for customers that do not need equipment bonding or R56 compliant SPDs.

Add-On: R56 Compliant SPDs

Available separately, specify additional SPDs for peripheral technology storage areas.

NOTE: All console-integrated bonding connections are installed by our certified installers, up to and including the Bus Bar, creating a "bonded console." After console installation, a certified electrician must connect the Console Bus Bar to the Sub-Bus for the control room with #2 AWG wire, or larger conductor, to "ground" the console.

Situational Awareness Light



SITUATIONAL AWARENESS LIGHTS

The LED Tower Light allows multiple situations to be displayed simultaneously, signaling when an operator is available, on a call, in need of critical assistance and more.



- Lenses are visible from any direction and distance and multiple colors can light at the same time to indicate several equally relevant conditions.
- Mounting on an extension slatwall or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Tower fixtures are pre-wired for five colors (red, amber, blue, green, white). To add an additional color in the future, simply connect the corresponding wire to activate that color.

The LED Dome light allows up to four colors (red, amber, green, blue) and up to two situations to be displayed simultaneously with a single lens.



- Lenses are visible from any direction and distance and up to two colors can light at the same time to indicate simultaneous relevant conditions.
- Mounting on an extension or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Dome lights are pre-wired for four colors (red, amber, green, blue). To add an additional color in the future, simply connect the corresponding wire to activate that color.

SITUATIONAL AWARENESS LIGHT ACCESSORIES

Maximize your Situational Awareness Light benefits with these optional accessories.



SIGN HOLDER

Metal-framed sign holder, with easy to remove diffusers on both sides, create instant recognition at a distance.



SUPERVISOR ALERT

Add a Supervisor Alert Switch at each position for immediate and unmistakable critical assistance requests. The back-lit toggle is available in multiple colors and sits within easy reach of the operator.



CONNECTION KIT

The Status Light Connection Kit powers your Status Light and makes wiring and switching easy.

OPERATOR COMFORT & FOCUS

Personal Comfort System



COMPLETE COMFORT WITHIN REACH

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension, increase energy, and boost focus.



Personal Comfort System (PCS)

- 2 movable desktop fans
- 2 directionally adjustable heaters, mounted below the surface
- LED-lit control switch



Fans have directional airflow adjustment.



Each heater pivots up and down to focus heat toward the lap and toward the feet.



Operators control the PCS with a single-touch switch.

ADDITIONAL FEATURES

Energy-efficient and ultra-quiet
Simple, intuitive controls
Directionally adjustable forced air heaters
Movable desktop fans
Occupancy sensor
Compatible with all Russ Bassett consoles

SPECIFICATIONS

Cooling Fan	400 fpm
Forced Air Heat	200/400W
Maximum Current Draw	4.0 Amps
Voltage	120 Volts
Controls	LED Switches
Warranty	3 Years

OPERATOR COMFORT & FOCUS

Gooseneck Task Light



LIGHTING WHERE YOU NEED IT

The Russ Bassett Gooseneck LED Task Light is moveable and fully dimmable. It features a blend of white and red LED elements to provide a natural, even light that is ideal for calming eye strain in monitor intensive environments.



Gooseneck LED Task Light

- Located at the dash, consoles can be specified with one or more task light cartridges. Each cartridge includes one gooseneck LED task light and one dimmer switch.
- The dimming feature allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.



Highest setting glows with neutral white light.



Lowest setting provides a soft red glow.



Single-point dimmer control is within the operator's primary reach zone.

FEATURES

- Energy-efficient LED
- Simple, intuitive control
- Light pivots 180° up, down and side-to-side
- Bulb hood provides additional control of light flood direction
- Compatible with all Russ Bassett consoles

SPECIFICATIONS

Power	150mA @ 12 Volts
Light Output	38 lumens
Color Temperature	4000K
Color Rendering Index	85CRI
LED Life Span	60,000 hours
Gooseneck Length	18"

OPERATOR COMFORT & FOCUS
LED Task Light



SLATWALL MOUNTED L.E.D. TASK LIGHT

Give each operator control of the lighting in their immediate work environment. The slatwall mounted LED task light allows each user to control the light level at their workstation for optimal comfort, reducing eye strain and fatigue.



Adjustment & Control

- With 28" of reach, the slatwall mounted LED Task Light provides ample coverage of the operator's worksurface.
- The single-point, soft-touch power/dimmer control is located within convenient reach at the top of the task light.



Light Settings

- Three light settings allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.

FEATURES

Dimmable LED Light with three dimmer settings
Double extension counterbalanced arm
Slatwall mounted to save valuable workspace
Light head pivots 90° vertically and horizontally
Folds out of the way when not in use
Refractive lens creates an even, clear light pool

SPECIFICATIONS

Color Temperature	3800K
LED Life Span	50,000 hours
Electrical Input Power	High - 11 Watts Medium - 5.8 Watts Low - 1.5 Watts
Arm Extension	28" from fully folded

OPERATOR COMFORT & FOCUS

Ambient Lighting



AMBIENT LIGHTING

Ambient lighting relieves eye strain and increases monitor image clarity for operators who spend extended hours in monitor intensive environments.



- Above the surface, ambient lighting softens glare in both bright and dimly lit rooms.
- Below the surface, ambient lighting provides both glare reduction and work light in the foot well, guarding against trip hazards and entanglement.
- A desktop dashboard dimmer, shown right, allows operators to dial in their preferred lighting settings and make adjustments throughout their shift. Dimmer also available to mount on a fixed slatwall return.



SPECIFICATIONS

Energy-efficient blue LEDs.
Light position shields operator's eyes from glare.
Soldered leads are protected with heat-shrink wrap for durability and lasting performance.

Lengths are specified to fit the console width.
Above-surface and foot-well lighting ordered separately.
Plug-and-play 12 volt power supply ordered separately.
Optional dimmer switch also available.

AGENCY PRIDE & RECOGNITION
Edge Lit Glazing



EDGE LIT GLAZING

Up-lit etched glazing on privacy glass provides agency recognition for visitors and reinforces your agency's mission. Declare your team's pride with your agency's name, motto or emblem on blue-lit glazed glass.



Edge-Lit Glazing Glass Panel Logo Kit

- Glass partition
- Art prep and etching
- Blue LED light strip
- Power supply
- Installation



SPECIFICATIONS

Edge Lit Glazing available on privacy glass partitions.

Glass with lighting length is specified to fit the console.

Blue LED lights nest below the glass partitions.

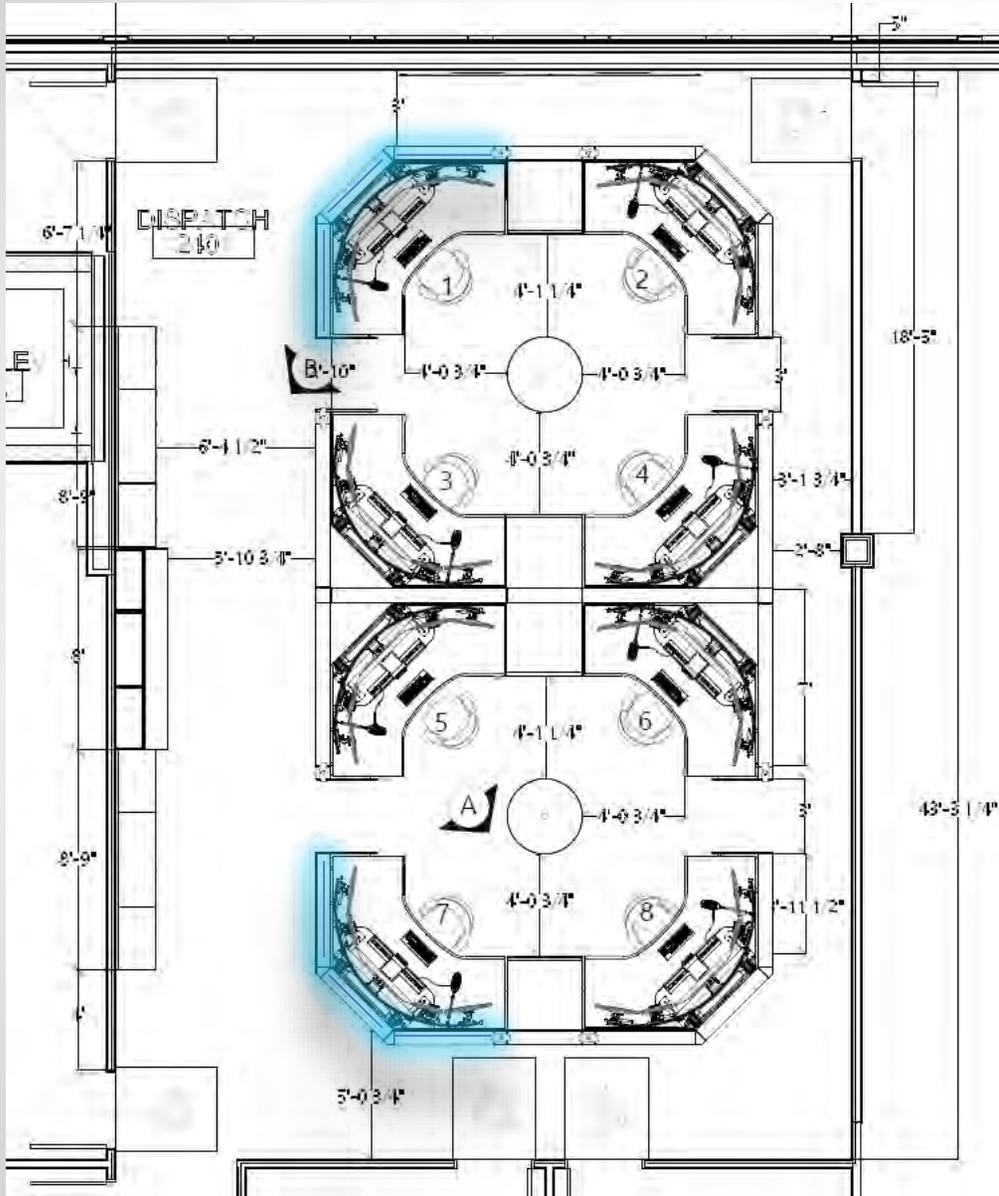
Custom glazing pattern created from your agency's badge, logo or motto.

110/12V power included.

Installation included.



LIT/ETCHED GLAZING



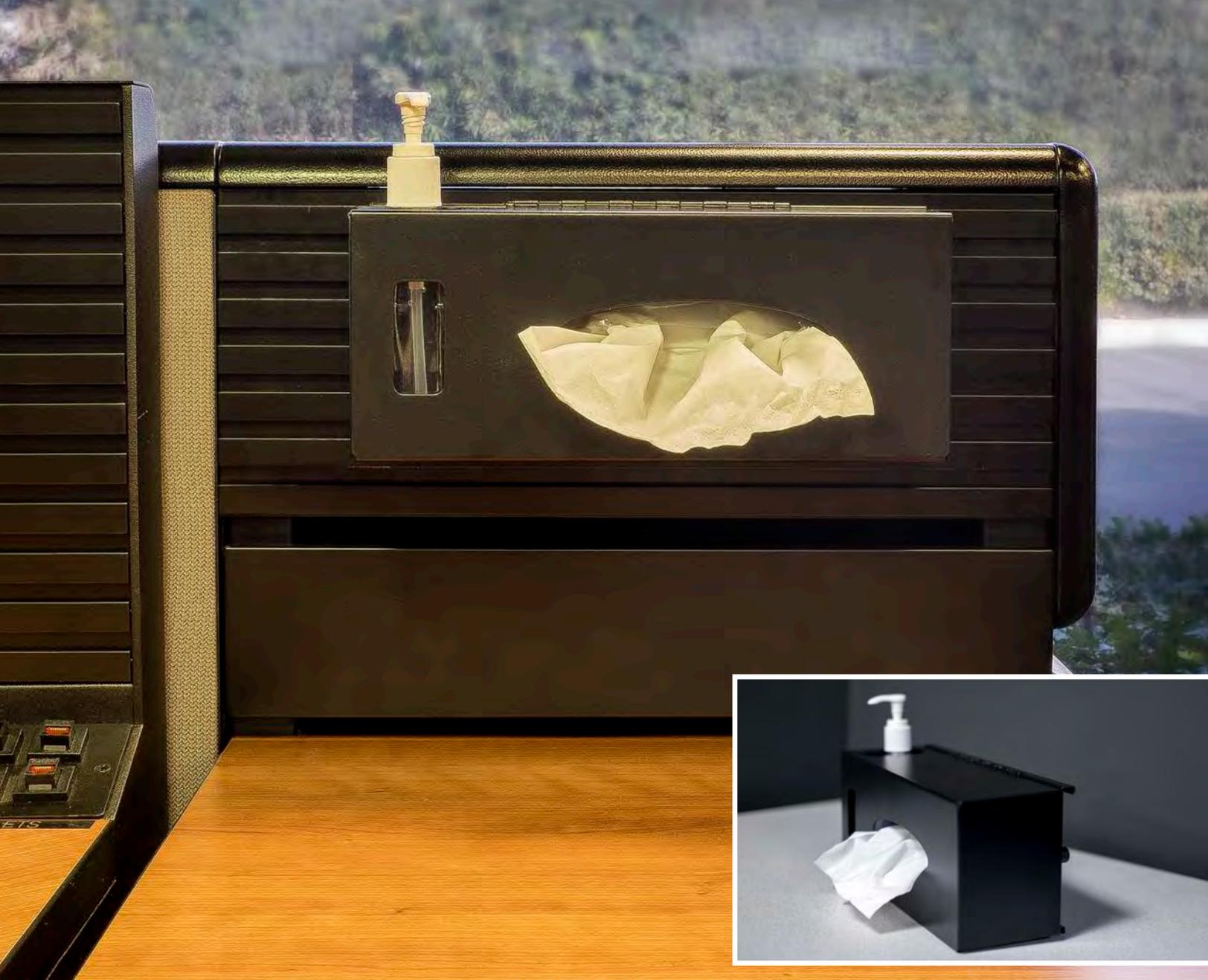
THE ABOVE LOCATIONS SHOWN IN BLUE REFLECT THIS CONFIGURATION'S EDGE LIT ETCHED GLAZING
Item # 29

THE LOGOS ABOVE ARE EXAMPLES OF HOW THE PANELS COULD LOOK

CONSOLE ACCESSORIES

SANITATION STATION





CONSOLE ACCESSORIES

SANITATION STATION

THE RUSS BASSETT SANITATION STATION IS A SLATWALL MOUNTED ACCESSORY TO CENTRALLY LOCATE TISSUE AND HAND SANITIZER

Part Number	DAC-SW-SANSTN
Dimensions	4 ¼"D x 12"W x 5"H
Mounting	Attaches to any available slatwall without the use of tools
Refill	- Standard Kleenex box that does not exceed 3.5"H - Purell Hand Sanitizer Pump, 12 oz.

BEXAR METRO

9-1-1 Network

September 25, 2017

Matt Gawin, Sales Executive
Russ Bassett Corporation
8189 Byron Road
Whittier, CA 90606

RE: Russ Bassett PSAP Consoles

Dear Matt:

On behalf of the Bexar Metro 9-1-1 Network, I would like to thank you and the Russ Bassett Corporation for your outstanding service during the selection, design, procurement, and installation of the 104 PSAP consoles at the District's new Quarry Run Regional Operations Center in San Antonio, Texas. All Telecommunicators and Dispatchers are very pleased with their new work environment and appreciate the "extras" that are included.

We especially appreciate how your team worked with the Bexar Metro Architect, General Contractor, Electrical Contractor, and our Operations and Facility Staff to finalize the design, construction, delivery, and installation of the consoles. It was truly a cooperative team effort to accomplish this successful endeavor.

I would like to personally thank Peter, Van, and you for your attention and responsiveness to our needs and desires.

If you would like to bring potential customers to the Bexar Metro Quarry Run facility to see the installed consoles, we would be happy to work with you to facilitate the visit.

Again, thanks for your outstanding service.

Sincerely,



Mike Pedigo
Chief Administrative Officer





POLICE DEPARTMENT

February 1, 2021

Matt Gawin
Russ Basset Corporation
8789 Byron Rd
Whittier, CA 90606

Dear Matt,

Now that our project is essentially complete, I would like to personally say thank you for the outstanding service provided by you and your team at Russ Bassett. I'm sure we weren't your only clients at the time, but you made us feel as if we were. Your organizational skills kept everyone continually informed and held everyone accountable to the timeline. I'm still amazed we stayed completely on schedule once the plan was set.

I also appreciate the patience you showed as we navigated through our own funding issues created by the COVID-19 pandemic and then accommodated our mad rush to complete the install before the end of the year. This required a large amount of coordination with several other vendors and two different IT teams working on the project, yet it all ran smoothly.

I couldn't be more pleased with the overall results. The new center turned out beautiful and the employees were so happy to move back in right before Christmas. We now have a professional, functional, state of the art facility that will serve us for many years to come!

Sincerely,

A handwritten signature in blue ink that reads "Renee Henshaw".

Renee Henshaw
Public Safety Communications Manager
Colorado Springs Public Safety Communications



"Safeguarding our Community as our Family"

705 South Nevada Avenue
Mailing Address: Post Office Box 2169 • Colorado Springs, Colorado 80901-2169



Item # 29



Fort Collins 911
2221 South Timberline Road
PO Box 580
Fort Collins, CO 80522
970-221-6540

May 24, 2021

Matt Gawin, Sales Executive
Russ Bassett Corporation
8789 Bryon Rd
Whittier, CA 90606

Matt,

First off, we love our new furniture and I want to thank both you and Van Holster for your guidance, patience, and responsiveness during our dispatch furniture modernization project. Our previous dispatch workstations were the end of life and in desperate need of replacement. We were fortunate to secure funds towards the end of last year and we were excited to know that we would be able to see our new furniture beginning in March 2021. The project was on track, the work seamless and the outcome was new high-quality workstations that our dispatchers deserve.

I appreciate your communication and preparing our team and vendors on what to expect during the project. The two-phase replacement schedule was on target and worked perfectly as we still needed to remain in the center when the work was being completed. Having Van on site for the new console install was critical. He was organized, detail-oriented and helped guide and train our team on everything they needed to know about our new workstations. He did a fantastic job.

We selected Russ Bassett to outfit our center with 16 workstations and with your project management and design team, we also have a layout that works great. Russ Bassett provided us with ergonomic consoles outfitted with the latest technology to include the Slatwall array which provides multiple options for monitors, a dashboard with controls within reach of our dispatchers and, needed lighting for our staff. Your furniture is well made, and we know it will last us a very long time.

This letter is to say thank you and to let you know Fort Collins 911 would be a strong reference for Russ Bassett. I can be contacted to answer any questions or to schedule a visit. Thanks again for making our center look awesome!

Sincerely,

A handwritten signature in black ink that reads "Carol Workman". The signature is written in a cursive, flowing style.

Carol Workman
Communications Manager
Fort Collins 911
970-221-6333



Mesa Police Department
100 Civic Center
Mesa, Arizona 85201

Peter Fink - Executive Vice President
Russ Bassett Corporation
8189 Bryon Road
Whittier, CA 90606

RE: Russ Bassett RTCC Floor Design and Consoles

Dear Mr. Fink,

On behalf of the Mesa Police Department, I want to thank Russ Bassett who has been instrumental in the console layout and build out of our new Real Time Crime Center. This new Real Time Crime Center (RTCC) was furnished, and the layout was designed by Russ Bassett. It is a state-of-the-art operations center that serves as the Department's information hub, supporting public safety efforts to prevent and reduce crime, provide effective and efficient police service to the community, and enhance citizen and officer safety within our community. The benefits of the RTCC include real time information sharing, quick identification and apprehension of criminals, crime prevention/crime reduction, and overall increased public safety.

Over the past several years, Matt Gawin and the entire Russ Bassett team provided significant input, renderings and assistance in the overall design and development related to the Real Time Crime Center. As our project evolved from several different locations, your team was always willing to make adjustments to the space and layout designs. They were excellent to work with as we also navigated through the COVID-19 pandemic. Their production and installation timelines were completed on time, providing the Real Time Crime Center staff with exceptional public safety consoles of the highest quality.

Russ Bassett has performed superbly on our project and has been a joy to work with. They brought knowledge, experience, integrity, and a proven record of accomplishment to our project. Their assistance assured we achieved our goals related to the project from both a budget and user functionality perspective. They contributed significantly to creating a state-of-the-art Real Time Crime Center for the City of Mesa that will support the police department and citizens for years to come.

I cannot thank them enough for all their help and support during our project. I highly recommend them for any future design and development related to Real Time Crime Centers. The police department can be contacted for any questions or to schedule a visit to view our Real Time Crime Center.

Sincerely,

Ken Cost

Ken Cost
Police Chief
Mesa Police Department

February 11, 2022

Peter Fink-Executive Vice President
Russ Bassett Corporation
8189 Bryon Road
Whittier, CA 90606

RE: Russ Bassett PSAP Floor Design and Consoles

Dear Mr. Fink,

On behalf of South Sound 911 Communications Center, I want to recognize Russ Bassett who has been of primary support for the development and build out of our Communication Floor and furniture for our new Public Safety Communications Center. This \$59 million dollar critical infrastructure project houses and provides for emergency and public safety communications for both police and fire operations for Pierce County, Washington.

Matt Gawin and the entire Russ Bassett staff provided significant input and assistance in the overall design and development related to the Communication Center floor. In addition, their production and installation schedules were completed as established, providing us with exceptional furniture of the highest quality. This along with the completed on site work by their staff, made this Communications Center floor a showpiece of the new facility.

Russ Bassett has performed superbly on our project and has been a joy to work with. They brought knowledge, experience, integrity and a proven record of accomplishment to our project. Their assistance assured we achieved our goals related to the project from both a budget and functionality perspective. They contributed significantly to creating a state of the art PSAP that will support the citizens and public safety community for years to come.

It has been a pleasure to work with Matt and the Russ Bassett team, their participation has contributed to our projects amazing outcome. I cannot thank them enough for all their help and support during our project. I highly recommend them for any future design and development related to Communications Centers or Public Safety Buildings.

Sincerely,



Mark Mears
Deputy Director of Operations
South Sound 911

PRODUCT PROTECTION 10 YEAR EVERYTHING WARRANTY



10 YEAR EVERYTHING WARRANTY

Simple, Honest, Robust.

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years.

 ***What's covered?***
Everything.

 ***What's included?***
Parts, Shipping and Labor.

MISSION CRITICAL SERVICE AND SUPPORT

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett.

Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.



CITY OF KYLE, TEXAS

Infrastructure Build-Out for Dispatch Workstations - PSC

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action to approve PR-09: CAPCOG & LCRA Infrastructure Build-Out for Dispatch Workstations at Public Safety Center in an amount not to exceed \$256,000.00. ~ *Ryan Rosborough, AG|CM*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

□ 2022-06-29- Kyle PD PR 09



PR - 09

Date: 2022/07/05
Project: Kyle Public Safety Center
Issue No: PR-09

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

DRAWING SET Revised Drawings 2022/07/05:

Architecture

1. **A0.31** Door 2402C removed
2. **A2.02** Door 2402C removed

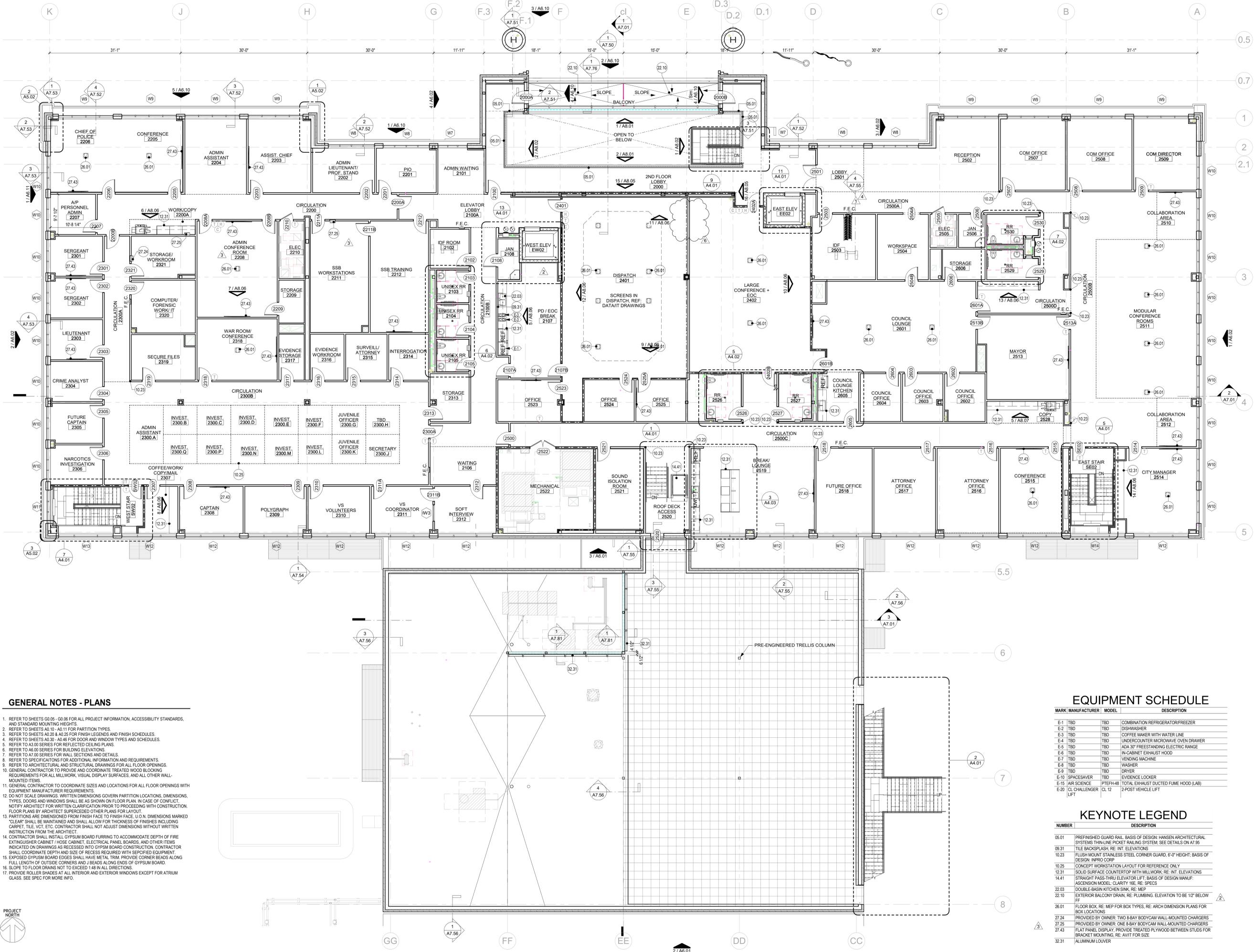
END

DOOR SCHEDULE

Mark	Size			Panel			Frame					General		Remarks			
	Width	Height	THK	Panel Type	Mat	Finish	Glazing	Type	Mat	Finish	Sill	Jamb	Head		Fire Rating	HWR	
LEVEL 1																	
1000A	6'-0"	8'-4 3/4"		FG:2BAL	AL	AN,DBZ			AL	AN,DBZ	6	7	8		002	BALANCED DOOR; AUTOMATIC OPERATOR	
1000AA	3'-0"	8'-0"	1 3/4"	F:LV	HM	PT10			HM	PT10	12	12	12		200T		
1000B	6'-0"	8'-4 3/4"		FG:2BAL	AL	AN,DBZ			AL	AN,DBZ	6	7	8		002	BALANCED DOOR	
1000BB	3'-0"	8'-0"	1 3/4"	F:LV	HM	PT10			HM	PT10	11	12	12		200ST		
1002	3'-0"	8'-0"	1 3/4"	F	SC	PL01			AL	AN,CL	11	13	13		341AT		
1003	3'-0"	8'-0"	1 3/4"	F	SC	PL01			AL	AN,CL	11	13	13		341AT		
1004	3'-0"	8'-0"	1 3/4"	F	SC	PL01			AL	AN,CL	11	13	13		341AT		
1005	3'-0"	8'-0"	1 3/4"	F	SC	PL01			AL	AN,CL	11	13	13		341AT		
1006A	3'-0"	8'-0"	1 3/4"	FG:B	WD	FL01	GL04		001	AL	AN,CL	11	14	15	20 MIN	BC701ART	BALLISTIC DOOR; SEE SPEC 13 10 10; PANIC HARDWARE
1006B	3'-0"	8'-0"	1 3/4"	NV	SC	PL01	GL05		001	AL	AN,CL	11	13	13	20 MIN	CX731ART	PANIC HARDWARE
1007	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		201AT	
1008	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		201AT	
1100A	3'-0"	8'-0"	1 3/4"	FG:B	WD	FL01	GL04		001	AL	AN,CL	11	14	15	45 MIN	BC701AT	BALLISTIC DOOR; SEE SPEC 13 10 10
1100B	3'-0"	8'-0"	1 3/4"	FG	SC	PL01	GL03		001	AL	AN,CL	11	13	13		701AT	
1101A	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		503AT	
1101B	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		C201AT	
1103	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1105	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		341AT	
1106A	3'-0"	8'-0"	1 3/4"	NV	SC	PL01	GL03		001	AL	AN,CL	11	13	13		C201AT	
1106B	3'-0"	8'-0"	1 3/4"	NV	SC	PL01	GL03		001	AL	AN,CL	11	13	13		503AT	
1108	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		201AT	
1201	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13	20 MIN	C201RT	
1202	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12	20 MIN	781RT	
1203	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		341AT	
1204	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1205	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1206	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1207	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1208	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1209A	3'-0"	8'-0"	1 3/4"	NV	SC	PL01	GL03		001	AL	AN,CL	11	13	13		103AT	
1209B	3'-0"	8'-0"	1 3/4"	NV	SC	PL01	GL03		001	AL	AN,CL	11	13	13		103AT	
1210A	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AGT	
1210B	3'-0"	8'-0"	1 3/4"	NV	HM	PT	GL01		001	HM	PT	1	2	3		C205T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1211	3'-0"	8'-0"	1 3/4"	NV	HM	PT11	GL03		001	HM	PT11	11	12	12		103T	
1212	3'-0"	8'-0"	1 3/4"	F	HM	PT			001	HM	PT	1	2	3	60 MIN	205T	
1213	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AGT	
1214	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AGT	
1215	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1216	3'-0"	8'-0"	1 3/4"	NV	SC	PL01	GL03		001	AL	AN,CL	11	13	13		103AT	
1300E	3'-0"	8'-0"	1 3/4"	NV	HM	PT	GL01		001	HM	PT	1	2	3		C715T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11; PANIC HARDWARE
1301	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		341AT	
1302	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12		201T	
1303	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		341AT	
1304	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		341AT	
1305	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1306	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12	20 MIN	C201RT	
1307A	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12	20 MIN	781RT	
1307B	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12	20 MIN	781CRT	
1309	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		341AT	
1310A	3'-0"	8'-0"	1 3/4"	FG	SC	PL01	GL03		001	AL	AN,CL	11	13	13		503AT	
1310B	3'-0"	8'-0"	1 3/4"	FG	HM	PT	GL01		001	HM	PT	1	2	3		C715T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1310C	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		401AGLT	
1311A	6'-0"	8'-0"	1 3/4"	F:2	SC	PL01			001	AL	AN,CL	11	13	13		700AGHT	
1311B	3'-0"	8'-0"	1 3/4"	NV	HM	PT	GL01		001	HM	PT	1	2	3		C715T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1312	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12		801AT	
1313A	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		801AT	
1313B	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		801AT	
1316A	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		801AT	
1316B	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		801AT	
1318	3'-0"	8'-0"	1 3/4"	F	HM	PT			001	HM	PT	1	2	3		715T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1401	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12		103RT	
1402	3'-0"	8'-0"	1 3/4"	NV	SC	PL01	GL03		001	AL	AN,CL	11	13	13		103AT	
1403	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1404	3'-0"	8'-0"	1 3/4"	FG	SC	PL01	GL03		001	AL	AN,CL	11	13	13		C201AT	
1405	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AGT	
1406A	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12		103GT	
1406B	14'-0"	13'-6"	1/4"	INS							4	5	001			MOTORIZED OVERHEAD DOORS/MAGNETIC CONTACT	
1407	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AGT	
1408	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AGT	
1501	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12		103RT	
1502	3'-0"	8'-0"	1 3/4"	F	HM	PT11			001	HM	PT11	11	12	12		C201T	
1503A	6'-0"	8'-0"	1 3/4"	F:2	HM	PT11			001	HM	PT11	11	12	12		700GHT	
1503B	6'-0"	8'-0"	1 3/4"	F:2	HM	PT			001	HM	PT	1	2	3		C714T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1504	6'-0"	8'-0"	1 3/4"	F:2	HM	PT			001	HM	PT	1	2	3	60 MIN	214T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1505	6'-0"	8'-0"	1 3/4"	F:2	HM	PT			001	HM	PT	1	2	3	60 MIN	714RT	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1506	6'-0"	8'-0"	1 3/4"	F:2	HM	PT			001	HM	PT	1	2	3	60 MIN	214T	EXTERIOR OF DOORFRAME PAINTED EP01; INTERIOR OF DOORFRAME PAINTED PT11
1507	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		C201AT	
1508	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1509	3'-0"	8'-0"	1 3/4"	F	SC	PL01			001	AL	AN,CL	11	13	13		103AT	
1510	3'-0"	8'-0"	1 3/4"	F	SC	PL01											



NO.	DATE	DESCRIPTION
1	2021/07/14	GMP + PERMIT
2	2021/12/17	REVISION 03
3	2022/03/28	REVISION 10
4	2022/04/21	PR04
5	2022/06/15	PR04R
6	2022/07/05	REVISION 11
7		PR-09



GENERAL NOTES - PLANS

- REFER TO SHEETS 00.05 - 00.06 FOR ALL PROJECT INFORMATION, ACCESSIBILITY STANDARDS, AND STANDARD MOUNTING HEIGHTS.
- REFER TO SHEETS A0.10 - A0.11 FOR PARTITION TYPES.
- REFER TO SHEETS A0.20 & A0.25 FOR FINISH LEGENDS AND FINISH SCHEDULES.
- REFER TO SHEETS A0.30 - A0.46 FOR DOOR AND WINDOW TYPES AND SCHEDULES.
- REFER TO A3.00 SERIES FOR REFLECTED CEILING PLANS.
- REFER TO A6.00 SERIES FOR BUILDING ELEVATIONS.
- REFER TO A7.00 SERIES FOR WALL SECTIONS AND DETAILS.
- REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ALL FLOOR OPENINGS.
- GENERAL CONTRACTOR TO PROVIDE AND COORDINATE TREATED WOOD BLOCKING REQUIREMENTS FOR ALL MILLWORK, VISUAL DISPLAY SURFACES, AND ALL OTHER WALL-MOUNTED ITEMS.
- GENERAL CONTRACTOR TO COORDINATE SIZES AND LOCATIONS FOR ALL FLOOR OPENINGS WITH EQUIPMENT MANUFACTURER REQUIREMENTS.
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN PARTITION LOCATIONS, DIMENSIONS, TYPES, DOORS AND WINDOWS SHALL BE AS SHOWN ON FLOOR PLAN. IN CASE OF CONFLICT NOTIFY ARCHITECT FOR WRITTEN CLARIFICATION PRIOR TO PROCEEDING WITH CONSTRUCTION. FLOOR PLANS BY ARCHITECT SUPERSEDE OTHER PLANS FOR LAYOUT.
- PARTITIONS ARE DIMENSIONED FROM FINISH FACE TO FINISH FACE. U.O.N. DIMENSIONS MARKED "CLEAR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES INCLUDING CARPET, TILE, VCT, ETC. CONTRACTOR SHALL NOT ADJUST DIMENSIONS WITHOUT WRITTEN INSTRUCTION FROM THE ARCHITECT.
- CONTRACTOR SHALL INSTALL GYPSUM BOARD FURRING TO ACCOMMODATE DEPTH OF FIRE EXTINGUISHER CABINET / HOSE CABINET, ELECTRICAL PANEL BOARDS, AND OTHER ITEMS INDICATED ON DRAWINGS AS RECESSED INTO GYPSUM BOARD CONSTRUCTION. CONTRACTOR SHALL COORDINATE DEPTH AND SIZE OF RECESS REQUIRED WITH SPECIFIED EQUIPMENT.
- EXPOSED GYPSUM BOARD EDGES SHALL HAVE METAL TRIM. PROVIDE CORNER BEADS ALONG FULL LENGTH OF OUTSIDE CORNERS AND BEADS ALONG ENDS OF GYPSUM BOARD.
- SLOPE TO FLOOR DRAINS NOT TO EXCEED 1/48 IN ALL DIRECTIONS.
- PROVIDE ROLLER SHADES AT ALL INTERIOR AND EXTERIOR WINDOWS EXCEPT FOR ATRIUM GLASS. SEE SPEC FOR MORE INFO.

EQUIPMENT SCHEDULE

MARK	MANUFACTURER	MODEL	DESCRIPTION
E-1	TBD	TBD	COMBINATION REFRIGERATOR/FREEZER
E-2	TBD	TBD	DISHWASHER
E-3	TBD	TBD	COFFEE MAKER WITH WATER LINE
E-4	TBD	TBD	UNDERCOUNTER MICROWAVE OVEN DRAWER
E-5	TBD	TBD	ADA 30" FREESTANDING ELECTRIC RANGE
E-6	TBD	TBD	IN-CABINET EXHAUST HOOD
E-7	TBD	TBD	VENDING MACHINE
E-8	TBD	TBD	WASHER
E-9	TBD	TBD	DRYER
E-10	SPACE SAVER	TBD	EVIDENCE LOCKER
E-15	AIR SCIENCE	PTFH-48	TOTAL EXHAUST DUCTED FUME HOOD (LAB)
E-20	CL CHALLENGER	CL 12	2-POST VEHICLE LIFT

KEYNOTE LEGEND

NUMBER	DESCRIPTION
05.01	PREFINISHED GUARD RAIL. BASIS OF DESIGN: HANSEN ARCHITECTURAL SYSTEMS THIN LINE PICKET RAILING SYSTEM. SEE DETAILS ON A7.95
08.31	TILE BACKSPASH. RE: INT. ELEVATIONS
10.23	FLUSH MOUNT STAINLESS STEEL CORNER GUARD, 6'-0" HEIGHT. BASIS OF DESIGN: INPRO CORP
10.25	CONCEPT WORKSTATION LAYOUT FOR REFERENCE ONLY
12.31	SOLID SURFACE COUNTERTOP WITH MILLWORK. RE: INT. ELEVATIONS
14.41	STRAIGHT PASS-THRU ELEVATOR FT. BASIS OF DESIGN MANUF. ASCENSION MODEL. CLARITY IBE. RE: SPECS
22.03	DOUBLE-BASIN KITCHEN SINK. RE: MEP
22.10	EXTERIOR BALCONY DRAIN. RE: PLUMBING. ELEVATION TO BE 1/2" BELOW FF
26.01	FLOOR BOX. RE: MEP FOR BOX TYPES. RE: ARCH DIMENSION PLANS FOR BOX LOCATIONS
27.24	PROVIDED BY OWNER: TWO 8-BAY BODYCAM WALL-MOUNTED CHARGERS
27.25	PROVIDED BY OWNER: ONE 8-BAY BODYCAM WALL-MOUNTED CHARGERS
27.43	FLAT PANEL DISPLAY. PROVIDE TREATED PLYWOOD BETWEEN STUDS FOR BRACKET MOUNTING. RE: AVIT FOR SIZE
32.31	ALUMINUM LOUVER

FILENAME: C:\Revit\locas\A-KPD-1005159_R20_C1meyer@pgal.com.rvt
 7/5/2022 9:16:23 AM
 STAMP:

PR 09

DATE

06/29/2022

TO
PGAL

FROM
DBR

PROJECT 200142.000 | City of Kyle – New Police Headquarters

PR 09: Adds Infrastructure requested for workstations in Dispatch RM 2401. Revision to accommodate the request from Kyle PD, LCRA and CAPCOG. Revision also covers new conduit pathways for LCRA and provides the required electrical infrastructure for LCRA and CAPCOG equipment in Main IT RM and Dispatch workstations.

Item 01 Sheet EP2.02 – Power Plan – Level 2

- A. Dispatch RM 2401 callout added to sheet. Electrical scope in this area moved to new sheet E3.02 for clarity.

Item 02 Sheet E3.01 – Electrical Enlarged Plans

- A. 45 KVA XFMR, 30 KVA UPS, and 100A dedicated 911 panel added per emergency requirements.
- B. Added (4) dedicated Quad receptacles for 911 Racks, circuits revised on that row to go to new dedicated 911 panel.
- C. Added (8) dedicated quad receptacles for general purpose IT racks.
- D. Keyed note 15 added “POWER IS TO BE SECURED ON LADDER TRAY ASSEMBLY. COORDINATE WITH DIVISION 27.”
- E. Keyed note 16 and 17 added for circuiting dedicated quad IT receptacles.

Item 03 Sheet E3.02 – Electrical Enlarged Plans

- A. New sheet added for Level 2 Dispatch RM 2401 for clarity on electrical scope in the area.
- B. Signaling light for generator status indicator added.
- C. Power added for individual workstations as well as floor boxes at each station for data.
- D. Keyed notes added for clarification on power at workstations.

Item 04 Sheet E4.01 – Electrical One Line Diagrams

- A. 45 KVA XFMR, 30 KVA UPS, and 100A dedicated 911 panel with SPD added per emergency requirements.

Item 05 Sheet E4.02 – Electrical One Line Diagrams

- A. “TUPS911” added to the transformer schedule.

Item 06 Sheet E5.07– Panel Schedules 1DUPS, UPS1, UPS2, UPS3, 911

- A. Panelboard 911 added as a new dedicated panel for 911 equipment.
- B. Panelboard 1DUPS, TUPS3 breaker resized to 100A, 100A breaker added for TUPS911.
- C. Panelboards UPS1, UPS2 and UPS3 circuits added and rearranged to handle new layouts and IT racks.

Item 07 TS1.02 – LOW VOLTAGE ROUTING PLAN – LEVEL 1

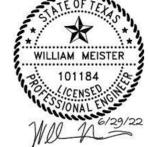
- A. Added KEYED NOTE 7. To provide (2) 2" conduits from Level 1 corridor up chase to level 2 accessible ceiling.
- B. Added Approx. Location of conduits and applied keyed note 7.

Item 08 TS2.02 – LOW VOLTAGE PLAN – LEVEL 2

- A. Added keyed notes 8, 9, 10 and, 11.
- B. Revised the layout of Dispatch workstations and annotated accordingly.
- C. Added (1) D4, (1) D6, and (1) D4 per workstation (total of 8) and applied keyed note 8,9,10, and 11.
- D. Deleted Card Readers and Door contact for the deleted door between Dispatch and Large Conference.

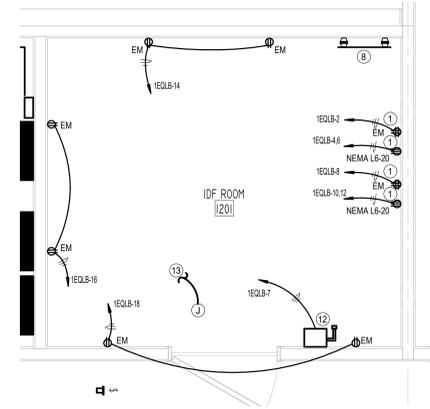
Item 09 TS3.01 – LOW VOLTAGE ENLARGED

- A. Revised General Notes #1 and #2.

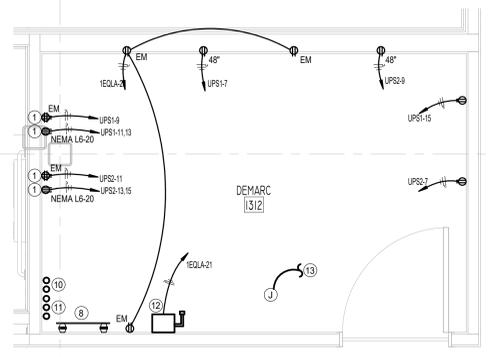


NO.	DATE	DESCRIPTION
1	07/14/2021	GMP + Permit Set
2	06/08/2022	PR 07
3	06/10/2022	PR 4E
3	06/29/2022	PR 09

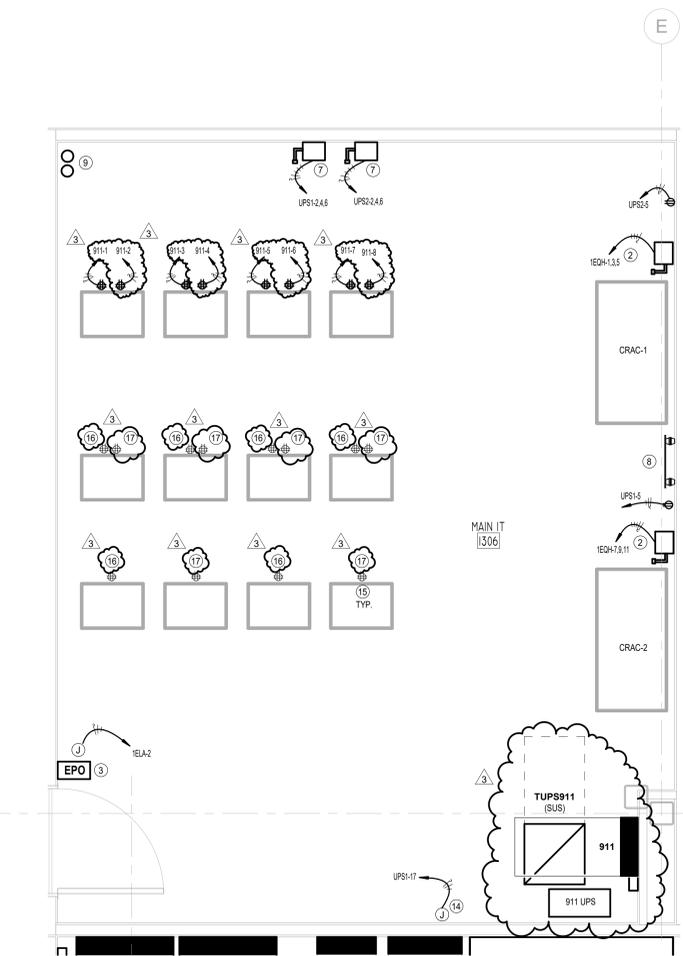
F.3



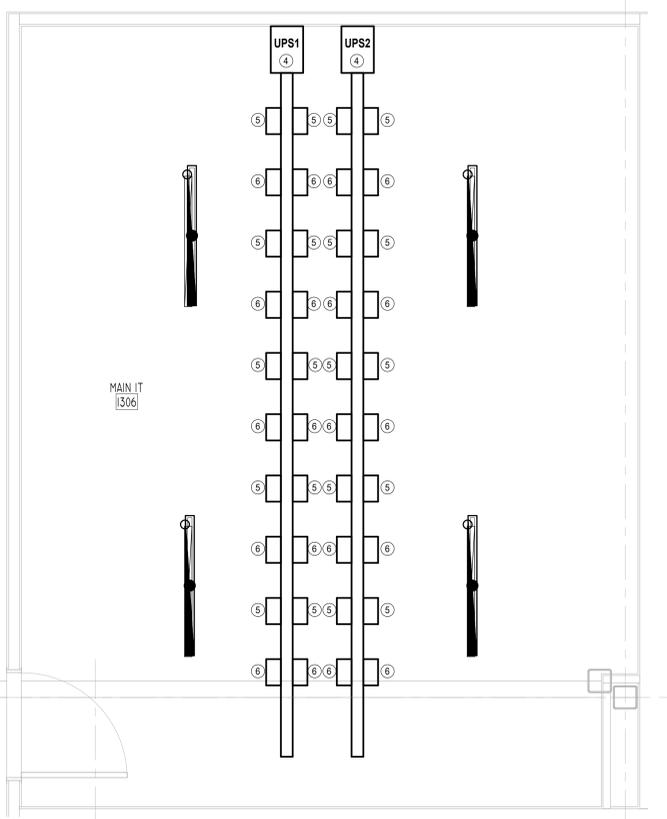
2 ELECTRICAL PLAN - LEVEL 1 - IDF 1201
 E3.01 1/2" = 1'-0"



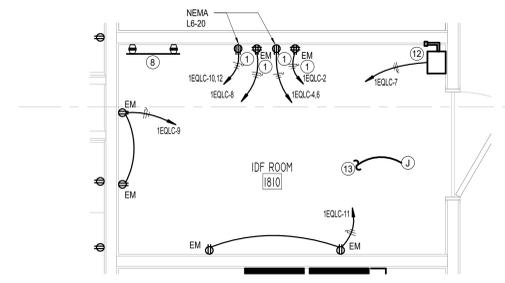
3 ELECTRICAL PLAN - LEVEL 1 - DEMARC
 E3.01 1/2" = 1'-0"



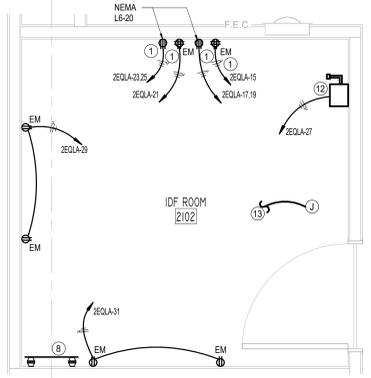
1 ELECTRICAL PLAN - LEVEL 1 - MAIN IT (MDF) 1306
 E3.01 1/2" = 1'-0"



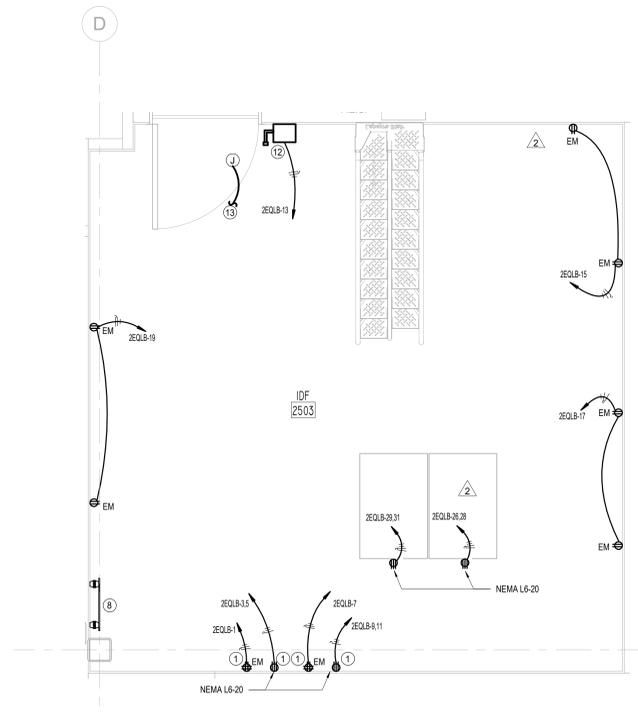
7 ELECTRICAL CEILING PLAN - LEVEL 1 - MAIN IT (MDF) 1306
 E3.01 1/2" = 1'-0"



4 ELECTRICAL PLAN - LEVEL 1 - IDF 1810
 E3.01 1/2" = 1'-0"



5 ELECTRICAL PLAN - LEVEL 2 - IDF 2102
 E3.01 1/2" = 1'-0"



6 ELECTRICAL PLAN - LEVEL 2 - IDF 2503
 E3.01 1/2" = 1'-0"

KEYED NOTES

- 1 RECEPTACLE MOUNTED ON TOP OF RACK. COORDINATE EXACT LOCATION WITH TELECOM CONTRACTOR.
- 2 CRAC UNIT PROVIDED WITH DISCONNECTING MEANS. FIELD VERIFY FINAL CONNECTION POINT WITH MECHANICAL CONTRACTOR. ROUTE 3/4" CONDUIT WITH PULL STRING UP TO CONDENSING UNIT (CU) ON ROOF FOR CONTROLS. COORDINATE CONDUIT ROUTING WITH MECHANICAL PIPING.
- 3 RED EMERGENCY POWER OFF "EPO" BUTTON. WIRE AND CONNECT TO AUXILIARY CONTACTS IN CRAC UNITS, UPSA, UPSB AND PRE-ACTION FIRE SUPPRESSION SYSTEM TO SHUT OFF POWER IN CASE OF EMERGENCY. SIMILAR TO MANUFACTURER ST #SS2020P-EN WITH FLIP COVER. RED (PUSH TO ACTIVATE AND TURN TO RESET).
- 4 PROVIDE 225 AMP CABLE TAP BOX FOR TRANSITION FROM CONDUIT AND WIRE TO BUSWAY LOCATED ABOVE CABLE TRAY. LEISERT #MBW2305R5178. ROUTE 3/4", 500 KOMIL NEUTRAL AND 143 GROUND IN 4" CONDUIT TO UPS PANEL AS INDICATED. PROVIDE STRAIGHT BUSWAY 225 AMP, STANDARD GROUND, 120/208 VOLT, 3 PHASE, 4 WIRE. PROVIDE LENGTHS AS REQUIRED. REFER TO FLOOR PLAN. PROVIDE END CLOSER TO BUS. PROVIDE HANGERS AS REQUIRED SUPPORTED FROM STRUCTURE MOUNT ABOVE CABLE TRAY. COORDINATE EXACT LOCATION WITH TELECOM CONTRACTOR.
- 5 PROVIDE 20A/2P BUS PLUG WITH CIRCUIT BREAKER AND L6-20 (20A/250V) RECEPTACLE MOUNTED ON 10FT CORD.
- 6 PROVIDE 20A/1P BUS PLUG WITH CIRCUIT BREAKER AND L5-20 (20A/125V) SINGLE RECEPTACLE MOUNTED ON 10FT CORD.
- 7 225 AMP, 3 POLE, NON-FUSED DISCONNECT SWITCH MOUNTED HIGH TO PROVIDE POWER TO CABLE TAP BOX.
- 8 GROUNDING BUS BAR. REFER TO DRAWING E8.01, DEATHL 6.
- 9 INCOMING SERVICE CONDUITS FROM DEMARC ROOM.
- 10 2-4" CONDUITS INCOMING SERVICE FROM PROVIDER. REFER TO ELECTRICAL SITE PLAN E1.01.
- 11 3/2" CONDUITS FROM FUTURE ANNEX SITE. REFER TO ELECTRICAL SITE PLAN E1.01.
- 12 30 AMP, 2 POLE NON-FUSED DISCONNECT SWITCH MOUNTED 9'-6" AFF (ADJACENT TO DS UNIT) FOR CONDENSATE PUMP. FIELD VERIFY EXACT LOCATION.
- 13 ROUTE 3/4" CONDUIT WITH PULL STRING UP TO ROOF MOUNTED SPLIT SYSTEM UNIT. INDOOR UNIT RECEIVES POWER FROM UNIT ON ROOF. COORDINATE WITH MECHANICAL CONTRACTOR.
- 14 JUNCTION BOX FOR CONNECTION TO ACCESS CONTROL PANEL. FIELD VERIFY EXACT LOCATION.
- 15 POWER IS TO BE SECURED ON LADDER TRAY ASSEMBLY. COORDINATE WITH DIVISION 27.
- 16 DEDICATED QUAD SHALL BE CIRCUITED TO OVERHEAD BUSSED DUCT ON PANEL UPS 1.
- 17 DEDICATED QUAD SHALL BE CIRCUITED TO OVERHEAD BUSSED DUCT ON PANEL UPS 2.



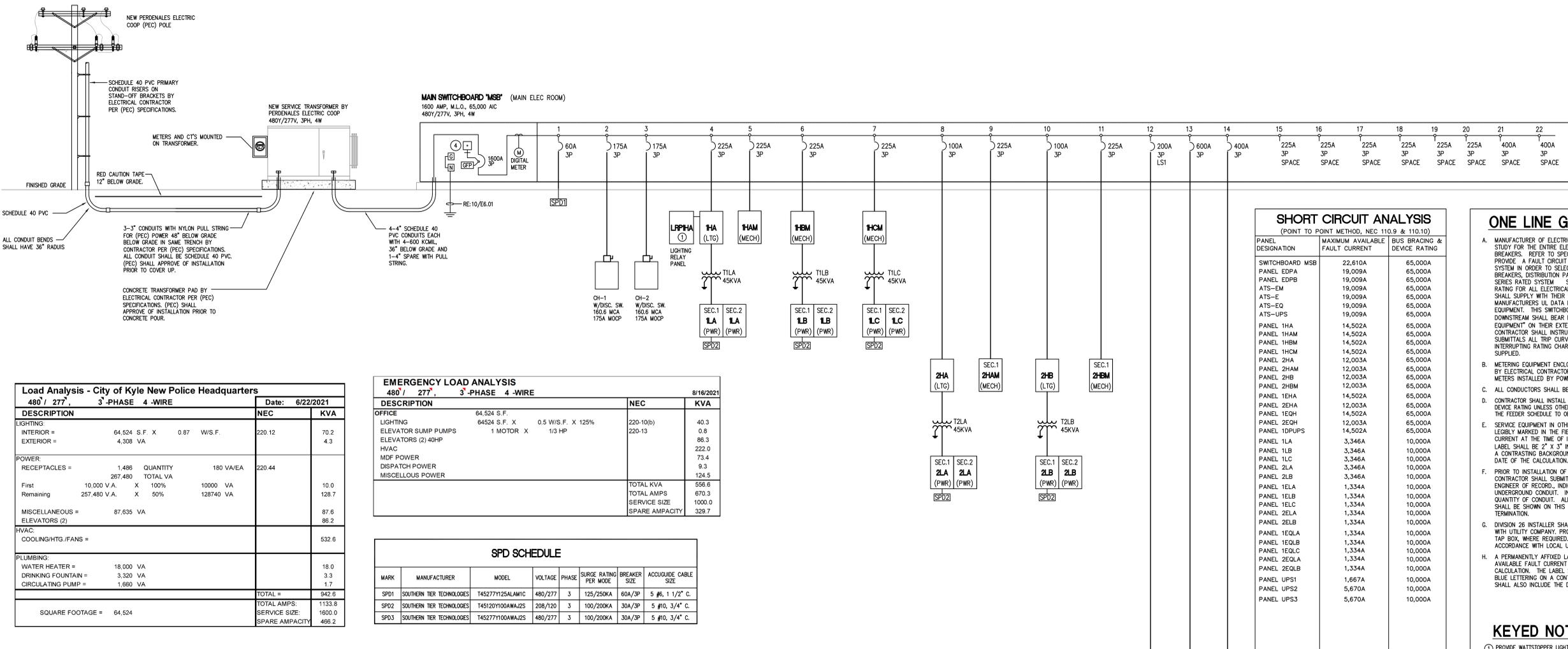
DBR
 9998 Richmond Avenue
 South Building, Suite 300
 Houston, Texas 77042
 713-914-0888 p 713-914-0886 f
 TBPE Firm Registration No. 2234

PROJECT NUMBER
 200142.000

WM | PG | GR | AH | SS



REV	DATE	DESCRIPTION
1	07/14/2021	04P - Panel Set
2	08/10/2021	Revisions A
3	10/29/2022	Rev. 02



Load Analysis - City of Kyle New Police Headquarters
480 / 277 3-PHASE 4-WIRE Date: 6/22/2021

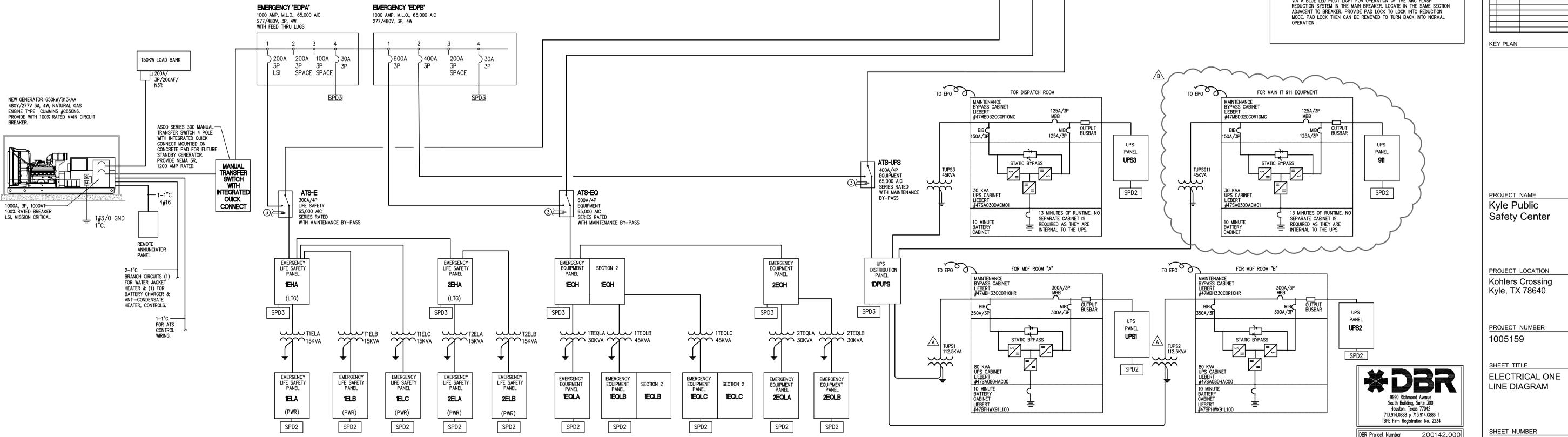
DESCRIPTION	NEC	KVA
LIGHTING:		
INTERIOR =	64,524 S.F. X 0.87 W/S.F.	70.2
EXTERIOR =	4,308 VA	4.3
POWER:		
RECEPTACLES =	1,486 QUANTITY 180 VA/EA	220.44
First	10,000 V.A. X 100%	10.0
Remaining	257,480 V.A. X 50%	128.74
MISCELLANEOUS =	87,635 VA	87.6
ELEVATORS (2)		86.2
HVAC:		
COOLING/HGTG./FANS =		532.6
PLUMBING:		
WATER HEATER =	18,000 VA	18.0
DRINKING FOUNTAIN =	3,320 VA	3.3
CIRCULATING PUMP =	1,680 VA	1.7
TOTAL =		
TOTAL AMPS:		942.6
SERVICE SIZE:		1133.8
SPARE AMPACITY:		1600.0
SQUARE FOOTAGE = 64,524		

EMERGENCY LOAD ANALYSIS
480 / 277, 3-PHASE 4-WIRE 8/16/2021

DESCRIPTION	NEC	KVA
OFFICE	64,524 S.F.	
LIGHTING	64524 S.F. X 0.5 W/S.F. X 125%	220-10(b) 40.3
ELEVATOR SUMP PUMPS	1 MOTOR X 1/3 HP	220-13 0.8
ELEVATORS (2) 40HP		86.3
HVAC		222.0
MDF POWER		73.4
DISPATCH POWER		9.3
MISCELLANEOUS POWER		124.5
TOTAL KVA		556.6
TOTAL AMPS		670.3
SERVICE SIZE		1000.0
SPARE AMPACITY		329.7

SPD SCHEDULE

MARK	MANUFACTURER	MODEL	VOLTAGE	PHASE	SURGE RATING PER MODE	BREAKER SIZE	ACCUGUIDE CABLE SIZE
SPD1	SOUTHERN TIER TECHNOLOGIES	T452771125ALAMIC	480/277	3	125/250KA	60A/3P	5 #6, 1 1/2" C.
SPD2	SOUTHERN TIER TECHNOLOGIES	T45120Y100AWAIZS	208/120	3	100/200KA	30A/3P	5 #10, 3/4" C.
SPD3	SOUTHERN TIER TECHNOLOGIES	T452771100AWAIZS	480/277	3	100/200KA	30A/3P	5 #10, 3/4" C.



DBR
8888 Richmond Avenue
South Building, Suite 303
Houston, Texas 77042
713.914.0888 f 713.914.0888
TPEC Firm Registration No. 224

DBR Project Number 200142.000

WM PG GR AH SS



NO.	DATE	DESCRIPTION
1	07/14/2021	GMP + Permit Set
2	10/26/2022	Revision 10
3	06/26/2022	PR 09

Panelboard UPS2										10000 AIC Rating X New Existing					
120/208 Wye Volt, 3 Phase, 4 Wire Mains Type: MCB										400 A MCB 400 A BUS (Copper)		X Single Double Feed - Thru		Mounting X Surface Flush	
Type 1 - Name Rating										ISO GRND BUS					
Load	Type	Description	Wire	CB	CKT	CB	Wire	Description	Type	Load	N				
--	--	Spare	12	20 A	1	2									
--	--	Spare	12	20 A	3	4	225 A	4/0	BUS DUCT	Power	33280 VA				
180 VA	R	MAIN IT - RC - EAST WALL	12	20 A	5	6									
180 VA	R	DEMARC - RC - EAST WALL	12	20 A	7	8	20 A	12	Spare	--	--				
180 VA	R	DEMARC - RC - NORTH WALL	12	20 A	9	10	20 A	12	Spare	--	--				
360 VA	R	DEMARC - RC - WEST WALL	12	20 A	11	12	20 A	12	Spare	--	--				
2000 VA	R	DEMARC - RC - L6-20	12	20 A	13	14	20 A	12	Spare	--	--				
--	--	Spare	20 A	17	18	20 A			Spare	--	--				
--	--	Spare	20 A	19	20	20 A			Spare	--	--				
--	--	Spare	20 A	21	22	20 A			Spare	--	--				
--	--	Spare	20 A	23	24	20 A			Spare	--	--				
--	--	Spare	--	25	26	--			Spare	--	--				
--	--	Spare	--	27	28	--			Spare	--	--				
--	--	Spare	--	29	30	--			Spare	--	--				
--	--	Spare	--	31	32	--			Spare	--	--				
--	--	Spare	--	33	34	--			Spare	--	--				
--	--	Spare	--	35	36	--			Spare	--	--				
--	--	Spare	--	37	38	--			Spare	--	--				
--	--	Spare	--	39	40	30 A	10	SPD2	SP	0 VA					
--	--	Spare	--	41	42	--			Spare	--	--				
N.E.C. (2017)	Load Type	Conn.	Fct.	Diversity	N.E.C. (2017)	Load Type	Conn.	Fct.	Diversity	Location of Panel: ELEC-1 1307-1					
220.44	(R)Receptacle	2900 VA	100.00%	210.20(a)	(L)Lighting										
220.56	(K)Kitchen			620.14	(E)Elevators										
220.60	(C)Cooling			0 VA	(WH)Wat. Htr.										
220.60	(H)Heating			220.5	(MT)Lrg. Motor										
220.60	(F)Fans				(SP)Sub Pnl.	0 VA	Not Computed		0 VA						
Total Connected Load:		36180 VA	VA =	100 A											
Total Load (Diversified):		36180 VA	VA =	100 A											

Panelboard UPS1										10000 AIC Rating X New Existing					
120/208 Wye Volt, 3 Phase, 4 Wire Mains Type: MCB										400 A MCB 400 A BUS (Copper)		X Single Double Feed - Thru		Mounting X Surface Flush	
Type 1 - Name Rating										ISO GRND BUS					
Load	Type	Description	Wire	CB	CKT	CB	Wire	Description	Type	Load	N				
--	--	Spare	12	20 A	1	2									
--	--	Spare	12	20 A	3	4	225 A	4/0	BUS DUCT	Power	33280 VA				
180 VA	R	MAIN IT - RC - EAST WALL	12	20 A	5	6									
180 VA	R	DEMARC - RC - NORTH WALL	12	20 A	7	8	20 A	12	Spare	--	--				
360 VA	R	DEMARC RC - TELECOM	12	20 A	9	10	20 A	12	Spare	--	--				
2000 VA	R	DEMARC RC - L6-20	12	20 A	11	12	20 A	12	Spare	--	--				
180 VA	R	DEMARC RC - EAST WALL	12	20 A	13	14	20 A	12	Spare	--	--				
500 VA	Power	ACCESS CONTROL PANEL	12	20 A	17	18	20 A		Spare	--	--				
--	--	Spare	20 A	19	20	20 A			Spare	--	--				
--	--	Spare	20 A	21	22	20 A			Spare	--	--				
--	--	Spare	20 A	23	24	20 A			Spare	--	--				
--	--	Spare	20 A	25	26	20 A			Spare	--	--				
--	--	Spare	20 A	27	28	20 A			Spare	--	--				
--	--	Spare	20 A	29	30	20 A			Spare	--	--				
--	--	Spare	--	31	32	--			Spare	--	--				
--	--	Spare	--	33	34	--			Spare	--	--				
--	--	Spare	--	35	36	--			Spare	--	--				
--	--	Spare	--	37	38	--			Spare	--	--				
--	--	Spare	--	39	40	20 A	10	SPD2	SP	0 VA					
--	--	Spare	--	41	42	--			Spare	--	--				
N.E.C. (2017)	Load Type	Conn.	Fct.	Diversity	N.E.C. (2017)	Load Type	Conn.	Fct.	Diversity	Location of Panel: ELEC-1 1307-1					
220.44	(R)Receptacle	2900 VA	100.00%	210.20(a)	(L)Lighting										
220.56	(K)Kitchen			620.14	(E)Elevators										
220.60	(C)Cooling			0 VA	(WH)Wat. Htr.										
220.60	(H)Heating			220.5	(MT)Lrg. Motor										
220.60	(F)Fans				(SP)Sub Pnl.	0 VA	Not Computed		0 VA						
Total Connected Load:		36680 VA	VA =	102 A											
Total Load (Diversified):		36680 VA	VA =	102 A											

Panelboard 911										10000 AIC Rating X New Existing					
120/208 Wye Volt, 3 Phase, 4 Wire Mains Type: MCB										150 A MCB 225 A BUS (Copper)		X Single Double Feed - Thru		Mounting X Surface Flush	
Type 1 - Name Rating										ISO GRND BUS					
Load	Type	Description	Wire	CB	CKT	CB	Wire	Description	Type	Load	N				
360 VA	R	911 IT RACK QUAD	12	20 A	1	2	20 A	12	911 IT RACK QUAD	R	360 VA				
360 VA	R	911 IT RACK QUAD	12	20 A	3	4	20 A	12	911 IT RACK QUAD	R	360 VA				
360 VA	R	911 IT RACK QUAD	12	20 A	5	6	20 A	12	911 IT RACK QUAD	R	360 VA				
360 VA	R	911 IT RACK QUAD	12	20 A	7	8	20 A	12	911 IT RACK QUAD	R	360 VA				
720 VA	R	WORKSTATION #7 LCRA	12	20 A	9	10	20 A	12	WORKSTATION #5 CAPCOG	R	360 VA				
360 VA	R	WORKSTATION #7 CAPCOG	12	20 A	11	12	20 A	12	WORKSTATION #3 LCRA	R	720 VA				
360 VA	R	WORKSTATION #8 CAPCOG	12	20 A	13	14	20 A	12	WORKSTATION #3 CAPCOG	R	360 VA				
720 VA	R	WORKSTATION #8 LCRA	12	20 A	15	16	20 A	12	WORKSTATION #6 CAPCOG	R	360 VA				
720 VA	R	WORKSTATION #5 LCRA	12	20 A	17	18	20 A	12	WORKSTATION #3 LCRA	R	720 VA				
360 VA	R	WORKSTATION #4 CAPCOG	12	20 A	19	20	20 A	12	WORKSTATION #2 LCRA	R	720 VA				
720 VA	R	WORKSTATION #4 LCRA	12	20 A	21	22	20 A	12	WORKSTATION #2 CAPCOG	R	360 VA				
720 VA	R	WORKSTATION #1 LCRA	12	20 A	23	24	20 A	12	WORKSTATION #1 CAPCOG	R	360 VA				
--	--	Spare	--	20 A	25	26	20 A	--	Spare	--	--				
--	--	Spare	--	20 A	27	28	20 A	--	Spare	--	--				
--	--	Spare	--	20 A	29	30	20 A	--	Spare	--	--				
--	--	Spare	--	20 A	31	32	20 A	--	Spare	--	--				
--	--	Spare	--	33	34	--	--	--	Spare	--	--				
--	--	Spare	--	35	36	--	--	--	Spare	--	--				
--	--	Spare	--	37	38	--	--	--	Spare	--	--				
--	--	Spare	--	39	40	20 A	12	SPD2	SP	0 VA					
--	--	Spare	--	41	42	--	--	--	Spare	--	--				
N.E.C. (2017)	Load Type	Conn.	Fct.	Diversity	N.E.C. (2017)	Load Type	Conn.	Fct.	Diversity	Location of Panel: MAIN IT 1306					
220.44	(R)Receptacle	11520 VA	93.40%	10760 VA	210.20(a)	(L)Lighting									
220.56	(K)Kitchen			620.14	(E)Elevators										
220.60	(C)Cooling			0 VA	(WH)Wat. Htr.										
220.60	(H)Heating			220.5	(MT)Lrg. Motor										
220.60	(F)Fans				(SP)Sub Pnl.	0 VA	Not Computed		0 VA						
Total Connected Load:		11520 VA	VA =	32 A											
Total Load (Diversified):		10760 VA	VA =	30 A											

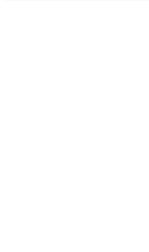
Panelboard 1DUPS										65000 AIC Rating X New Existing					
480/277 Wye Volt, 3 Phase, 4 Wire Mains Type: MCB										0 A MCB 400 A BUS (Copper)		X Single Double Feed - Thru		Mounting X Surface Flush	
Type 1 - Name Rating										ISO GRND BUS					
Load	Type	Description	Wire	CB	CKT	CB	Wire	Description	Type	Load	N				
36680 VA	R	TUPS1	2/0	175 A	3	4	175 A	2/0	TUPS2	Power	36180 VA				
13680 VA	R	TUPS3	3	70 A	9	10	70 A	4	TUPS11	R; SP	11520 VA				
--	--	Spare	--	11	12	--	--	--	Spare	--	--				
--	--	Spare	--	13	14	--	--	--	Spare	--	--				
--	--	Spare	--	15	16	--	--	--	Spare	--	--				
--	--	Spare	--	17	18	--	--	--	Spare	--	--				
--	--	Spare	--	19	20	--	--	--	Spare	--	--				
--	--	Spare	--	21	22	--	--	--	Spare	--	--				
--	--	Spare	--	23	24	--	--	--	Spare	--	--				
--	--	Spare	--	25	26	--	--	--	Spare	--	--				
--	--	Spare	--	27	28	--	--	--	Spare	--	--				
--	--	Spare	--	29	30	--	--	--	Spare	--	--				
--	--	Spare	--	31	32	--	--	--	Spare	--	--				
--	--	Spare	--	33	34	--	--	--	Spare	--	--				
--	--	Spare	--	35	36	--	--	--	Spare	--	--			</	



DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	07/14/2021	GMP + Permit Set
2	08/19/2021	Administration A
3	03/28/2022	Revision 10
4	04/21/2022	PR 04
5	06/02/2022	PR 08
6	06/10/2022	PR 09
7	06/29/2022	PR 09

KEY PLAN



PROJECT NAME
Kyle Public Safety Center

PROJECT LOCATION
 Kohlers Crossing
 Kyle, TX 78640

PROJECT NUMBER
 1005159

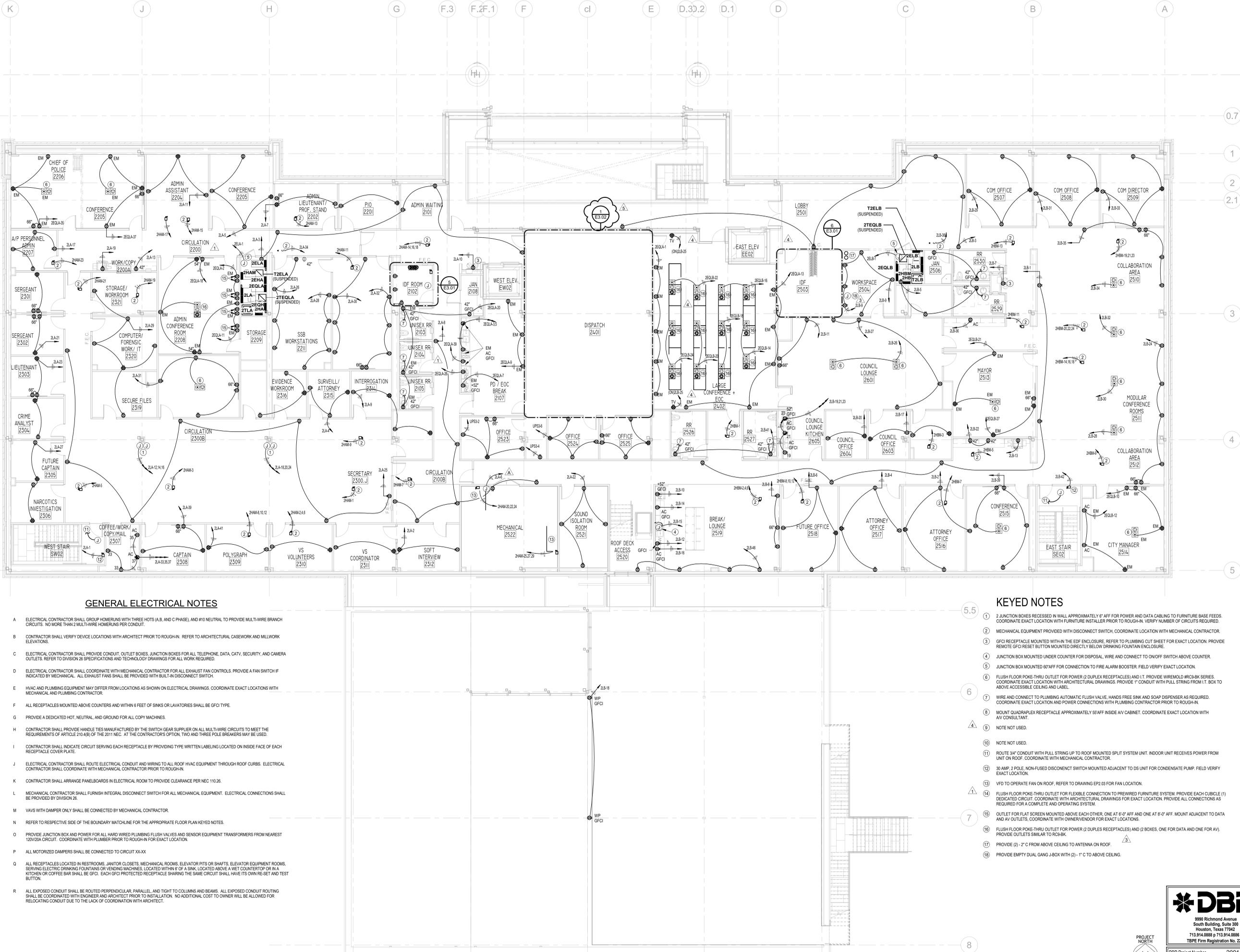
SHEET TITLE
POWER PLAN - LEVEL 2

SHEET NUMBER
EP2.02



9898 Richmond Avenue
 South Building, Suite 300
 Houston, Texas 77042
 713.914.0888 p 713.914.0886 f
 TBPE Firm Registration No. 2234

DBR Project Number 200142.000
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GENERAL ELECTRICAL NOTES

- A ELECTRICAL CONTRACTOR SHALL GROUP HOMERUNS WITH THREE HOTS (A, B, AND C PHASE), AND #10 NEUTRAL TO PROVIDE MULTI-WIRE BRANCH CIRCUITS. NO MORE THAN 2 MULTI-WIRE HOMERUNS PER CONDUIT.
- B CONTRACTOR SHALL VERIFY DEVICE LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL CASEWORK AND MILLWORK ELEVATIONS.
- C ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT, OUTLET BOXES, JUNCTION BOXES FOR ALL TELEPHONE, DATA, CATV, SECURITY, AND CAMERA OUTLETS. REFER TO DIVISION 26 SPECIFICATIONS AND TECHNOLOGY DRAWINGS FOR ALL WORK REQUIRED.
- D ELECTRICAL CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR FOR ALL EXHAUST FAN CONTROLS. PROVIDE A FAN SWITCH IF INDICATED BY MECHANICAL. ALL EXHAUST FANS SHALL BE PROVIDED WITH BUILT-IN DISCONNECT SWITCH.
- E HVAC AND PLUMBING EQUIPMENT MAY DIFFER FROM LOCATIONS AS SHOWN ON ELECTRICAL DRAWINGS. COORDINATE EXACT LOCATIONS WITH MECHANICAL AND PLUMBING CONTRACTOR.
- F ALL RECEPTACLES MOUNTED ABOVE COUNTERS AND WITHIN 6 FEET OF SINKS OR LAVATORIES SHALL BE GFCI TYPE.
- G PROVIDE A DEDICATED HOT, NEUTRAL, AND GROUND FOR ALL COPY MACHINES.
- H CONTRACTOR SHALL PROVIDE HANDLE TIES MANUFACTURED BY THE SWITCH GEAR SUPPLIER ON ALL MULTI-WIRE CIRCUITS TO MEET THE REQUIREMENTS OF ARTICLE 210.4(B) OF THE 2011 NEC. AT THE CONTRACTOR'S OPTION, TWO AND THREE POLE BREAKERS MAY BE USED.
- I CONTRACTOR SHALL INDICATE CIRCUIT SERVING EACH RECEPTACLE BY PROVIDING TYPE WRITTEN LABELING LOCATED ON INSIDE FACE OF EACH RECEPTACLE COVER PLATE.
- J ELECTRICAL CONTRACTOR SHALL ROUTE ELECTRICAL CONDUIT AND WIRING TO ALL ROOF HVAC EQUIPMENT THROUGH ROOF CURBS. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
- K CONTRACTOR SHALL ARRANGE PANELBOARDS IN ELECTRICAL ROOM TO PROVIDE CLEARANCE PER NEC 110.26.
- L MECHANICAL CONTRACTOR SHALL FURNISH INTEGRAL DISCONNECT SWITCH FOR ALL MECHANICAL EQUIPMENT. ELECTRICAL CONNECTIONS SHALL BE PROVIDED BY DIVISION 26.
- M VAIS WITH DAMPER ONLY SHALL BE CONNECTED BY MECHANICAL CONTRACTOR.
- N REFER TO RESPECTIVE SIDE OF THE BOUNDARY MATCHLINE FOR THE APPROPRIATE FLOOR PLAN KEYED NOTES.
- O PROVIDE JUNCTION BOX AND POWER FOR ALL HARD WIRED PLUMBING FLUSH VALVES AND SENSOR EQUIPMENT TRANSFORMERS FROM NEAREST 120V/20A CIRCUIT. COORDINATE WITH PLUMBER PRIOR TO ROUGH-IN FOR EXACT LOCATION.
- P ALL MOTORIZED DAMPERS SHALL BE CONNECTED TO CIRCUIT XX-XX.
- Q ALL RECEPTACLES LOCATED IN RESTROOMS, JANITOR CLOSETS, MECHANICAL ROOMS, ELEVATOR PITS OR SHAFTS, ELEVATOR EQUIPMENT ROOMS, SERVING ELECTRIC DRINKING FOUNTAINS OR VENDING MACHINES, LOCATED WITHIN 6' OF A SINK, LOCATED ABOVE A WET COUNTERTOP OR IN A KITCHEN OR COFFEE BAR SHALL BE GFCI. EACH GFCI PROTECTED RECEPTACLE SHARING THE SAME CIRCUIT SHALL HAVE ITS OWN RE-SET AND TEST BUTTON.
- R ALL EXPOSED CONDUIT SHALL BE ROUTED PERPENDICULAR, PARALLEL, AND TIGHT TO COLUMNS AND BEAMS. ALL EXPOSED CONDUIT ROUTING SHALL BE COORDINATED WITH ENGINEER AND ARCHITECT PRIOR TO INSTALLATION. NO ADDITIONAL COST TO OWNER WILL BE ALLOWED FOR RELOCATING CONDUIT DUE TO THE LACK OF COORDINATION WITH ARCHITECT.

KEYED NOTES

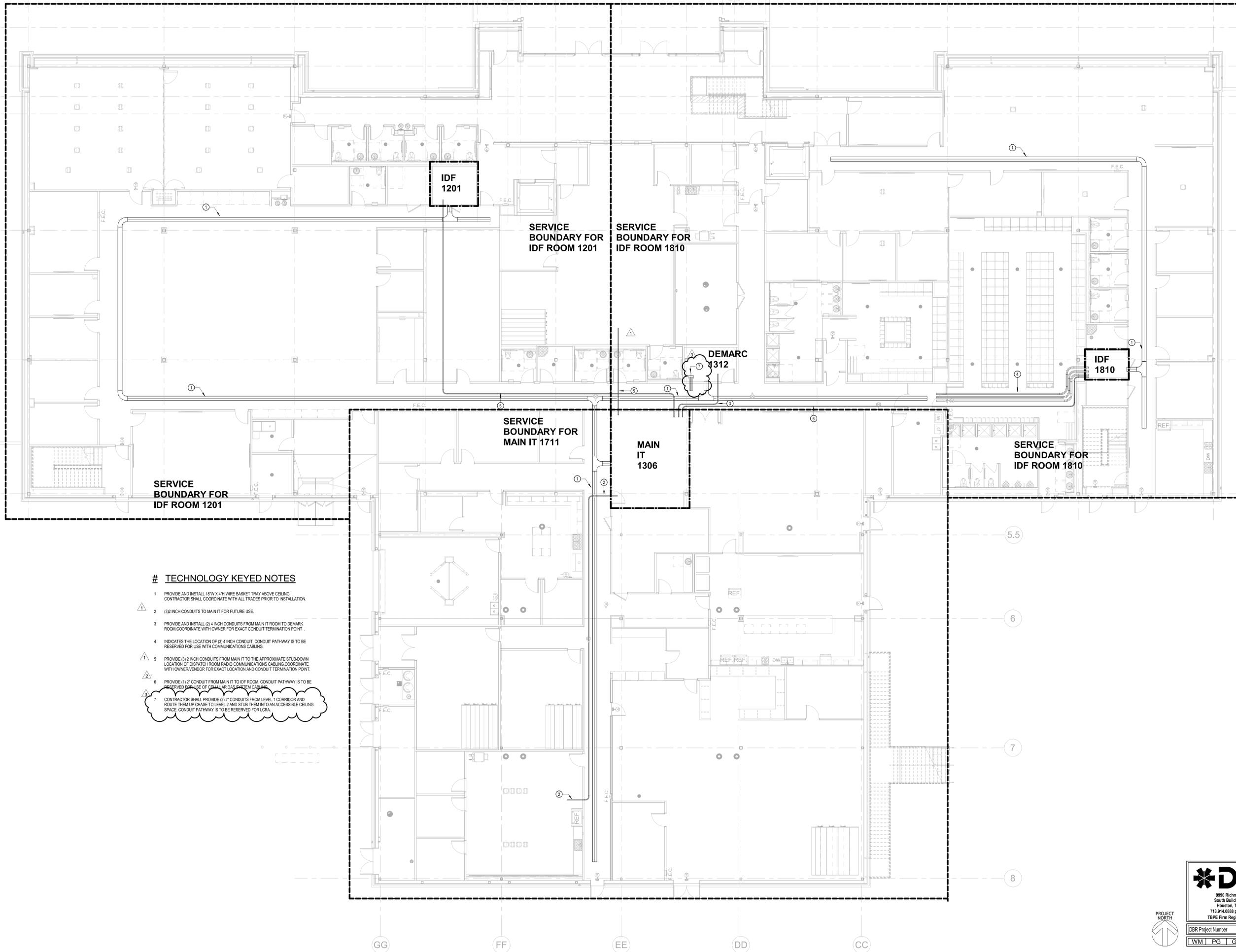
- 1 JUNCTION BOXES RECESSED IN WALL APPROXIMATELY 6" AFF FOR POWER AND DATA CABLING TO FURNITURE BASE FEEDS. COORDINATE EXACT LOCATION WITH FURNITURE INSTALLER PRIOR TO ROUGH-IN. VERIFY NUMBER OF CIRCUITS REQUIRED.
- 2 MECHANICAL EQUIPMENT PROVIDED WITH DISCONNECT SWITCH. COORDINATE LOCATION WITH MECHANICAL CONTRACTOR.
- 3 GFCI RECEPTACLE MOUNTED WITH-IN THE EDF ENCLOSURE. REFER TO PLUMBING CUT SHEET FOR EXACT LOCATION. PROVIDE REMOTE GFCI RESET BUTTON MOUNTED DIRECTLY BELOW DRINKING FOUNTAIN ENCLOSURE.
- 4 JUNCTION BOX MOUNTED UNDER COUNTER FOR DISPOSAL. WIRE AND CONNECT TO ON/OFF SWITCH ABOVE COUNTER.
- 5 JUNCTION BOX MOUNTED 80" AFF FOR CONNECTION TO FIRE ALARM BOOSTER. FIELD VERIFY EXACT LOCATION.
- 6 FLUSH FLOOR POKE-THRU OUTLET FOR POWER (2 DUPLEX RECEPTACLES) AND I.T. PROVIDE WIREMOLD #RC9-BK SERIES. COORDINATE EXACT LOCATION WITH ARCHITECTURAL DRAWINGS. PROVIDE 1" CONDUIT WITH PULL STRING FROM I.T. BOX TO ABOVE ACCESSIBLE CEILING AND LABEL.
- 7 WIRE AND CONNECT TO PLUMBING AUTOMATIC FLUSH VALVE, HANDS FREE SINK AND SOAP DISPENSER AS REQUIRED. COORDINATE EXACT LOCATION AND POWER CONNECTIONS WITH PLUMBING CONTRACTOR PRIOR TO ROUGH-IN.
- 8 MOUNT QUADPLEX RECEPTACLE APPROXIMATELY 55" AFF INSIDE AV CABINET. COORDINATE EXACT LOCATION WITH AV CONSULTANT.
- 9 NOTE NOT USED.
- 10 NOTE NOT USED.
- 11 ROUTE 3/4" CONDUIT WITH PULL STRING UP TO ROOF MOUNTED SPLIT SYSTEM UNIT. INDOOR UNIT RECEIVES POWER FROM UNIT ON ROOF. COORDINATE WITH MECHANICAL CONTRACTOR.
- 12 30 AMP, 2 POLE, NON-FUSED DISCONNECT SWITCH MOUNTED ADJACENT TO DS UNIT FOR CONDENSATE PUMP. FIELD VERIFY EXACT LOCATION.
- 13 VFD TO OPERATE FAN ON ROOF. REFER TO DRAWING EP2.03 FOR FAN LOCATION.
- 14 FLUSH FLOOR POKE-THRU OUTLET FOR FLEXIBLE CONNECTION TO PREWIRED FURNITURE SYSTEM. PROVIDE EACH CUBICLE (1) DEDICATED CIRCUIT. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR EXACT LOCATION. PROVIDE ALL CONNECTIONS AS REQUIRED FOR A COMPLETE AND OPERATING SYSTEM.
- 15 OUTLET FOR FLAT SCREEN MOUNTED ABOVE EACH OTHER. ONE AT 6'-0" AFF AND ONE AT 8'-0" AFF. MOUNT ADJACENT TO DATA AND AV OUTLETS. COORDINATE WITH OWNER/VENDOR FOR EXACT LOCATIONS.
- 16 FLUSH FLOOR POKE-THRU OUTLET FOR POWER (2 DUPLEX RECEPTACLES) AND (2) BOXES. ONE FOR DATA AND ONE FOR AV. PROVIDE OUTLETS SIMILAR TO RC9-BK.
- 17 PROVIDE (2) - 2" C FROM ABOVE CEILING TO ANTENNA ON ROOF.
- 18 PROVIDE EMPTY DUAL GANG J-BOX WITH (2) - 1" C TO ABOVE CEILING.

FILENAME: BIM_360/200142.DWG-City of Kyle-New Police Headquarters/200142_KPD_EP2.02.dwg
 6/17/2022 8:14:17 AM
 STAMP:





NO.	DATE	DESCRIPTION
1	07/14/2021	GMP + Permit Set
2	06/29/2022	Revision 10
3	06/29/2022	PR 07
3	06/29/2022	PR 09



TECHNOLOGY KEYED NOTES

- 1 PROVIDE AND INSTALL 18"W X 4"H WIRE BASKET TRAY ABOVE CEILING. CONTRACTOR SHALL COORDINATE WITH ALL TRADES PRIOR TO INSTALLATION.
- 2 (3) 2 INCH CONDUITS TO MAIN IT FOR FUTURE USE.
- 3 PROVIDE AND INSTALL (2) 4 INCH CONDUITS FROM MAIN IT ROOM TO DEMARK ROOM COORDINATE WITH OWNER FOR EXACT CONDUIT TERMINATION POINT.
- 4 INDICATES THE LOCATION OF (3) 4 INCH CONDUIT. CONDUIT PATHWAY IS TO BE RESERVED FOR USE WITH COMMUNICATIONS CABLING.
- 5 PROVIDE (3) 2 INCH CONDUITS FROM MAIN IT TO THE APPROXIMATE STUB-DOWN LOCATION OF DISPATCH ROOM RADIO COMMUNICATIONS CABLING COORDINATE WITH OWNER/ENDOR FOR EXACT LOCATION AND CONDUIT TERMINATION POINT.
- 6 PROVIDE (1) 2" CONDUIT FROM MAIN IT TO IDF ROOM. CONDUIT PATHWAY IS TO BE RESERVED FOR USE OF OPTICAL DAS SYSTEM CABLING.
- 7 CONTRACTOR SHALL PROVIDE (2) 2" CONDUITS FROM LEVEL 1 CORRIDOR AND ROUTE THEM UP CHASE TO LEVEL 2 AND STUB THEM INTO AN ACCESSIBLE CEILING SPACE. CONDUIT PATHWAY IS TO BE RESERVED FOR LCRA.

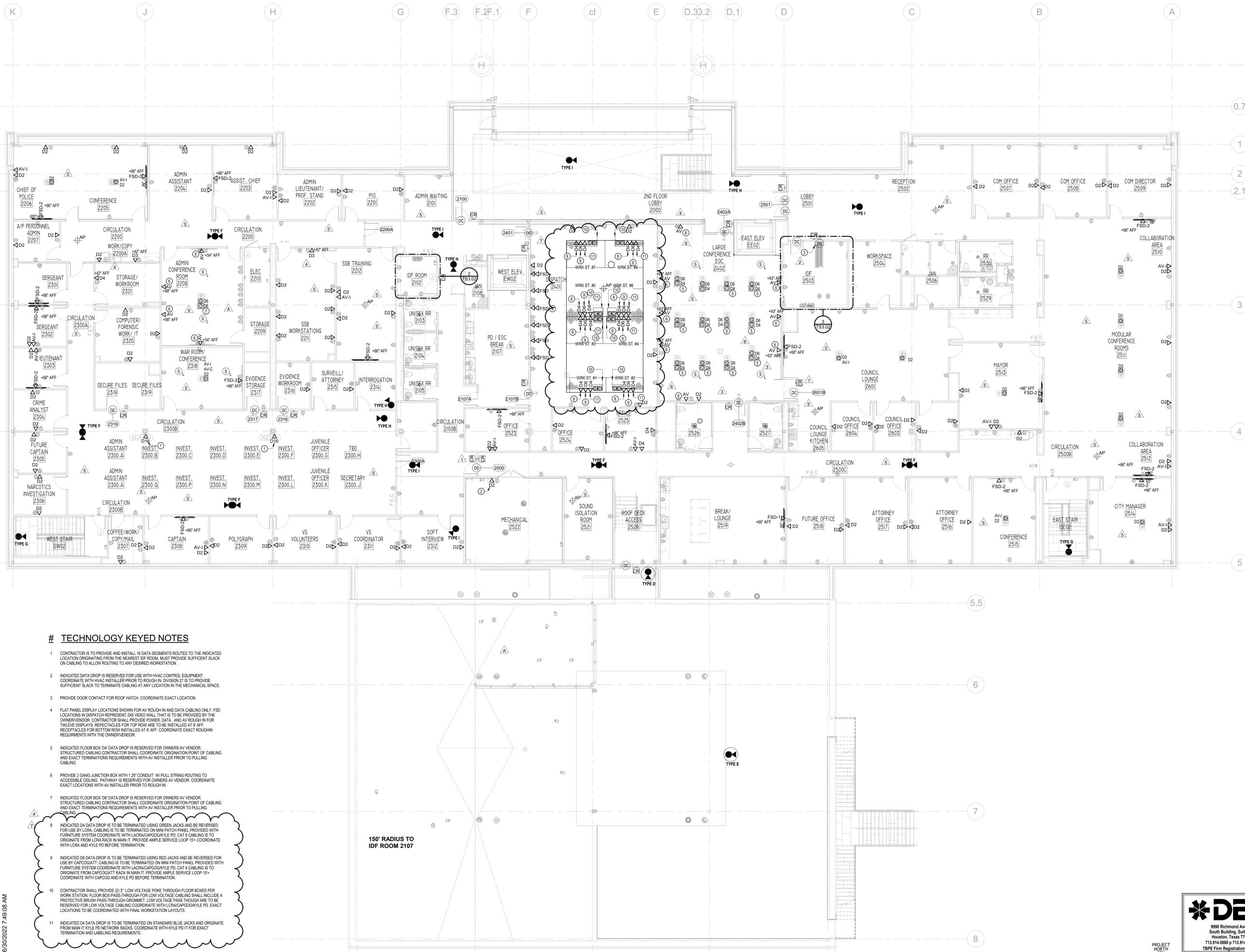
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6/30/2022 7:51:02 AM
FILENAME:
STAMP:

9998 Richmond Avenue
South Building, Suite 300
Houston, Texas 77042
713-914-0888 p 713-914-0886 f
TBPE Firm Registration No. 2234

DBR Project Number 200142.000

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TECHNOLOGY KEYED NOTES

- 1 CONTRACTOR IS TO PROVIDE AND INSTALL 16 DATA SEGMENTS ROUTED TO THE INDICATED LOCATION ORIGINATING FROM THE NEAREST IDF ROOM. MUST PROVIDE SUFFICIENT SLACK ON CABLING TO ALLOW ROUTING TO ANY DESIRED WORKSTATION.
- 2 INDICATED DATA DROP IS RESERVED FOR USE WITH HVAC CONTROL EQUIPMENT. COORDINATE WITH HVAC INSTALLER PRIOR TO ROUGH IN. DIVISION 27 IS TO PROVIDE SUFFICIENT SLACK TO TERMINATE CABLING AT ANY LOCATION IN THE MECHANICAL SPACE.
- 3 PROVIDE DOOR CONTACT FOR ROOF HATCH. COORDINATE EXACT LOCATION.
- 4 FLAT PANEL DISPLAY LOCATIONS SHOWN FOR AV ROUGH IN AND DATA CABLING ONLY. FSD LOCATIONS IN DISPATCH REPRESENT 2X6 VIDEO WALL THAT IS TO BE PROVIDED BY THE OWNER/VENDOR. CONTRACTOR SHALL PROVIDE POWER, DATA, AND AV ROUGH IN FOR TWELVE DISPLAYS. RECEPTACLES FOR TOP ROW ARE TO BE INSTALLED AT 6' AFF. RECEPTACLES FOR BOTTOM ROW INSTALLED AT 6' AFF. COORDINATE EXACT ROUGH IN REQUIREMENTS WITH THE OWNER/VENDOR.
- 5 INDICATED FLOOR BOX 'D4' DATA DROP IS RESERVED FOR OWNERS AV VENDOR. STRUCTURED CABLING CONTRACTOR SHALL COORDINATE ORIGINATION POINT OF CABLING AND EXACT TERMINATIONS REQUIREMENTS WITH AV INSTALLER PRIOR TO PULLING CABLING.
- 6 PROVIDE 2 GANG JUNCTION BOX WITH 1/2" CONDUIT W/ PULL STRING ROUTING TO ACCESSIBLE CEILING. PATHWAY IS RESERVED FOR OWNERS AV VENDOR. COORDINATE EXACT LOCATIONS WITH AV INSTALLER PRIOR TO ROUGH IN.
- 7 INDICATED FLOOR BOX 'D6' DATA DROP IS RESERVED FOR OWNERS AV VENDOR. STRUCTURED CABLING CONTRACTOR SHALL COORDINATE ORIGINATION POINT OF CABLING AND EXACT TERMINATIONS REQUIREMENTS WITH AV INSTALLER PRIOR TO PULLING CABLING.
- 8 INDICATED D4 DATA DROP IS TO BE TERMINATED USING GREEN JACKS AND BE REVERSED FOR USE BY LORA. CABLING IS TO BE TERMINATED ON MINI PATCH PANEL PROVIDED WITH FURNITURE SYSTEM COORDINATE WITH LACRACAPGOKYLE PD. CAT 6 CABLING IS TO ORIGINATE FROM CPOGQATT RACK IN MAIN IT. PROVIDE AMPLE SERVICE LOOP 15'- COORDINATE WITH LORA AND KYLE PD BEFORE TERMINATION.
- 9 INDICATED D6 DATA DROP IS TO BE TERMINATED USING RED JACKS AND BE REVERSED FOR USE BY CPOGQATT. CABLING IS TO BE TERMINATED ON MINI PATCH PANEL PROVIDED WITH FURNITURE SYSTEM COORDINATE WITH LACRACAPGOKYLE PD. CAT 6 CABLING IS TO ORIGINATE FROM CPOGQATT RACK IN MAIN IT. PROVIDE AMPLE SERVICE LOOP 15'- COORDINATE WITH CPOGQATT AND KYLE PD BEFORE TERMINATION.
- 10 CONTRACTOR SHALL PROVIDE (2) 3" LOW VOLTAGE POKE THROUGH FLOOR BOXES PER WORK STATION. FLOOR BOX PASS THROUGH FOR LOW VOLTAGE CABLING SHALL INCLUDE A PROTECTIVE BRUSH-PASS-THROUGH GROMMET. LOW VOLTAGE PASS THROUGH ARE TO BE RESERVED FOR LOW VOLTAGE CABLING COORDINATE WITH LACRACAPGOKYLE PD. EXACT LOCATIONS TO BE COORDINATED WITH FINAL WORKSTATION LAYOUTS.
- 11 INDICATED D4 DATA DROP IS TO BE TERMINATED ON STANDARD BLUE JACKS AND ORIGINATE FROM MAIN IT KYLE PD NETWORK RACKS. COORDINATE WITH KYLE PD IT FOR EXACT TERMINATION AND LABELING REQUIREMENTS.

150' RADIUS TO IDF ROOM 2107

FILENAME: BIM_360/200142.DWG-City of Kyle-New Police Headquarters/200142_KPD_T20.rvt
 STAMP: 6/30/2022 7:49:08 AM

Item # 30

1 LOW VOLTAGE PLAN - LEVEL 2
 TS2.02 1/8" = 1'-0"



DBR
 8898 Richmond Avenue
 South Building, Suite 300
 Houston, Texas 77042
 713.914.0888 p 713.914.0886 f
 TBPE Firm Registration No. 2234

DBR Project Number 200142.000
 WM | PG | GR | AH | SS

CLIENT
 City of Kyle
 100 W Center Street
 Kyle, TX 78640
 T (512)-262-1010

ARCHITECT

 2222 Western Trails Blvd
 Suite #300
 Austin, TX 78745
 (512) 236-1005

TBPE REG. No. F-2742
 www.pgal.com

CONSULTANT

REGISTRATION
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DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	07/14/2021	GMP + Permit Set
2	08/19/2021	Adendum A
3	09/20/2021	Revision 01
4	12/17/2021	Revision 03
5	03/26/2022	Revision 10
6	04/21/2022	PR 04
7	04/27/2022	PR 05
8	06/10/2022	PR 04R
9	06/29/2022	PR 09

KEY PLAN

PROJECT NAME
 Kyle Public Safety Center

PROJECT LOCATION
 Kohlers Crossing
 Kyle, TX 78640

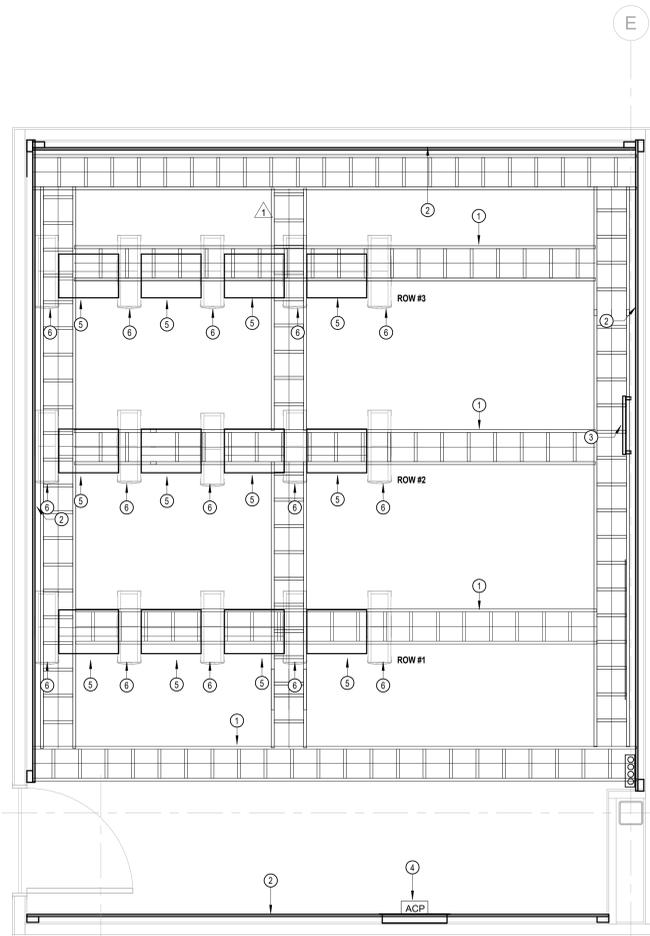
PROJECT NUMBER
 1005159

SHEET TITLE
 LOW VOLTAGE PLAN - LEVEL 2

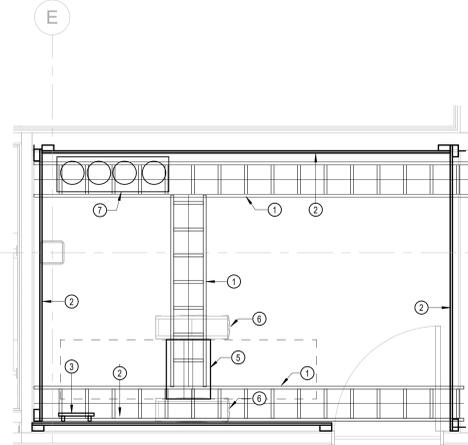
SHEET NUMBER
 TS2.02



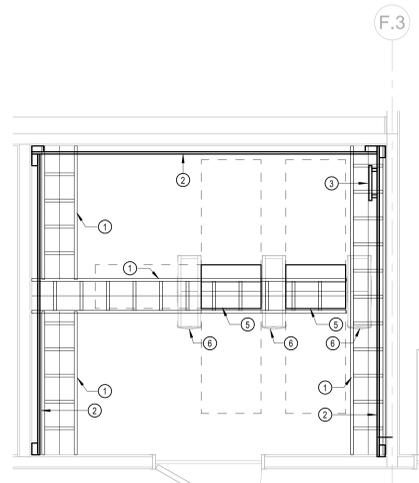
NO.	DATE	DESCRIPTION
1	07/14/2021	GMP + Permit Set
2	06/21/2022	PR 04
3	06/09/2022	PR 07
3	06/29/2022	PR 09



1 LOW VOLTAGE PLAN - LEVEL 1 - MAIN IT (MDF)
TS3.01 1/2" = 1'-0"



3 LOW VOLTAGE PLAN - LEVEL 1 - DEMARC
TS3.01 1/2" = 1'-0"



2 LOW VOLTAGE PLAN - LEVEL 1 - IDF 1201
TS3.01 1/2" = 1'-0"

TECHNOLOGY KEYED NOTES

- 1 PROVIDE AND INSTALL NEW 12" OVERHEAD LADDER RACK MOUNT AT 96" AFF.
- 2 PROVIDE AND INSTALL 3/4" GRADE AC FIRE RESISTANT PLYWOOD ON WALL WITH GRADE A SIDE FACING OUT. INSTALL PLYWOOD TO PROVIDE COVERAGE BETWEEN 6" AND 102" AFF ON WALL.
- 3 PROVIDE AND INSTALL NEW 4"W X 12'L COPPER TELECOMMUNICATIONS GROUNDING BUSBAR (TGB) MOUNT AT 90" AFF.
- 4 PROVIDE AND INSTALL NEW ACCESS CONTROL PANEL(S) IN THIS LOCATION.
- 5 PROVIDE AND INSTALL NEW 19" WIDE X 84" H 2-POST EQUIPMENT RACK (TYPICAL).
- 6 PROVIDE AND INSTALL NEW 6" WIDE VERTICAL CABLE MANAGER (TYPICAL).
- 7 PROVIDE AND INSTALL (4) FOUR 4-INCH UNDER GROUND ENTRANCE CONDUITS.

GENERAL NOTES:

- A. MAIN IT RACK ROWS ARE TO BE RESERVED FOR SPECIFIC SYSTEMS. INSTALLATION OF ALL RACKS MUST BE COORDINATED AND APPROVED BY OWNER BEFORE FINAL INSTALLATION. RACKS ROWS TO SERVE SPECIFIC SYSTEMS AS LISTED BELOW:
1. ROW #1 RACKS RESERVED FOR NETWORK CABLING AND SECURITY EQUIPMENT.
 2. ROW #3 RESERVED FOR LCRA AND CAPGG EQUIPMENT. (2) TWO POST RACKS FOR LCRA AND (2) RACKS FOR CAPGG.
 3. ROW #2 RESERVED FOR CELLULAR DAS AND OWNER EQUIPMENT.



DBR
9998 Richmond Avenue
South Building, Suite 300
Houston, Texas 77042
713-914-0888 p 713-914-0886 f
TBPE Firm Registration No. 2234

DBR Project Number 200142.000

WM | PG | GR | AH | SS



CITY OF KYLE, TEXAS

Test & Balance Services - PSC

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action on approval to proceed with Contract Negotiation with LCCx for Test & Balance Services at Public Safety Center. ~ *Bob Farmer, AG|CM*
* LCCx was the only respondent to the RFQ

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Amendment to Section 53-1230 (Zoning) Indoor Firing Range

Meeting Date: 8/2/2022

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 amending Sec. 53-1230 (Zoning), to add Indoor Firing Range to the Entertainment “E” zoning district and amend the associated zoning use chart. ~
Will Atkinson, Interim Director of Planning and Community Development

Planning and Zoning Commission voted 4-1 to recommend approval of the amendment.

City Council voted 6-1 to approve on first reading on 7/19/2022.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Proposed Ordinance
- Comp Plan Quick Sheet



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Will Atkinson – Interim Director of Planning

DATE: Tuesday, July 19, 2022

SUBJECT: Amendment to Sec. 53-1230

REQUEST

Consider an amendment to Sec. 53-1230, to add the use of “Indoor Firing Range” to the Entertainment zoning district and amend the associated zoning use chart.

STAFF ANALYSIS

Staff is proposing an amendment to add the use of “Indoor Firing Range” to the Entertainment zoning district in Sec. 53-1230 (zoning use chart). Over the last few months there has been interest in development of a firing range along the IH-35 corridor, but currently the use of “Pistol & Rifle Range” is only allowed in the Warehouse and Construction/Manufacturing zoning districts. Per the comprehensive plan, no new land may be designated per both zoning districts along IH-35. The associated SIC code generally fits more into entertainment type uses as well.

Typically, an indoor firing range will consist of the practice gallery, a retail store for related equipment and sundries, and offices for staff. With the exception of the gallery, the uses are allowed within the IH-35 area (RS zoning). Staff brought this proposal to City Council for their input, and they were agreeable to moving it to the Entertainment zoning district to allow for conditional consideration (PUD development). The Entertainment zoning district can also be considered in the Regional Node (comprehensive plan), as a conditional zoning, lending further credence to the PUD idea.

RECOMMENDATION

Staff believes the uses associated with an “Indoor Firing Range” fit within the IH-35 Corridor and fit into the Entertainment district in an appropriate manner. At the July 12, 2022, Planning & Zoning Commission, the Commission voted 4-1 to recommend approval of the amendment. Staff asks that the Mayor & Council to vote to recommend the zoning code amendment.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF MODIFYING SECTION 53-1230 TO RESTRICT CERTAIN USES ; AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Sections 53-1230 of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended as shown on the code section labeled Exhibit 1.

SECTION 2. That the City Secretary is hereby authorized and directed to amend Sections 53-1230 in the Code of Ordinances of the City of Kyle, as shown in Exhibit 1 and by proper endorsement indicate the authority for said notation.

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

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

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

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

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

APPROVED this _____ day of _____, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit 1

Sec. 53-1230. - Uses permitted in certain districts.

<i>E, Entertainment district</i>						
7139 9004	Services	Indoor Firing Range	E	Case-by-case basis		

ORDINANCE _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ADOPTING AN AMENDMENT TO THE CITY'S 2017 MID-TERM COMPREHENSIVE PLAN BY INCLUDING THE R-1-3 (SINGLE FAMILY RESIDENTIAL DISTRICT 3) AS A CONDITIONAL ZONING DISTRICT IN THE ORIGINAL TOWN LAND USE DISTRICT; PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTERS

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

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

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

WHEREAS, the City recognizes that the existing Comprehensive Plan contains data that needs to be reviewed and updated where appropriate, commensurate with the City's growth and expansion in both population and land area. The update will include the R-1-3 (Single Family Residential District 3) zoning district in the Original Town land use district. The R-1-3 zoning district will be considered conditionally;

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

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

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

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

Section 2. Comprehensive Plan. Having held a Public Hearing and after receiving a recommendation from the Planning and Zoning Commission, the City Council hereby adopts and approves this Amendment to the 2017 Comprehensive Plan spread upon the minutes of this meeting. The Comprehensive Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan. The City may further amend the Comprehensive Plan at the discretion of the City Council to plan for the changing plans of the City.

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

Section 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

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

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this 3rd day of September, 2019.

ATTEST:

**THE CITY OF KYLE,
TEXAS**

Jennifer Vetrano, City Secretary

Travis Mitchell, Mayor

Exhibit A

Landuse Recommendations from the 2017 Comp Plan

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

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

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



CITY OF KYLE, TEXAS

Railroad Crossing Elimination Program Grant

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Consideration and approval of applying for the Railroad Crossing Elimination Program Grant, #20.327 of the Infrastructure Investment and Jobs Act. ~ *Amber Lewis, Assistant City Manager*

Other Information: The funding opportunity was presented by Kalbacher and Associates in the weekly City of Kyle/Akin Gump meeting on July 5, 2022 as a viable opportunity for Kyle. "The purpose of the RCE Program is to fund highway- rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods." Grant funding available: \$573,264; awards at \$1,000,000 minimum, unless for planning. Required Cost sharing: 20%. Project Location: Kohler's Crossing. Application Due Date: October 4, 2022. This is a Reimbursement Grant program. The Federal Register Notice of Funding Opportunity can be accessed here.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Limestone Creek PID Creation

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: [Postponed 7/19/2022] Consider and possible action to approve a Resolution of the City Council Authorizing and Creating the Limestone Creek Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; resolving other matters incident and related thereto; and providing an effective date. ~ *Amber Lewis, Assistant City Manager*

- Public Hearing

The public hearing was left open at the 7/19/2022 Council meeting.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Limestone Creek PID Creation Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AUTHORIZING AND CREATING THE LIMESTONE CREEK 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 27, 2022, Meritage Homes of Texas, LLC, an Arizona limited liability company and LaSalle Municipal Utility District No. 1, a Texas conservation and reclamation district (the “Petitioners”), submitted and filed with the City Secretary of the City (the “City Secretary”) pursuant to the Act a “Petition for the Creation of a Public Improvement District to Finance Improvements to Limestone Creek Development” (the “Petition”) requesting the establishment of a public improvement district within the corporate limits of the City, covering approximately 161.5 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 Limestone Creek 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 \$50,000,000.00 (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 19, 2022; and

WHEREAS, after all persons having an interest in the creation of the District were given the opportunity to be heard, the City Council closed the public hearing; 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; and

WHEREAS, the City Council has determined that the approval of this Resolution is in the best interests of the City and its residents.

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 purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) construction of entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii)

above; as well as payment of expenses incurred in the establishment, administration and operation of the District (collectively, the “Authorized Improvements”). These 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 \$50,000,000.00 (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. Unless otherwise agreed upon by the City, the City will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on real property within the District. The developer of the Property (the “Developer”) may be obligated for the costs of certain specified Authorized Improvements within the District. The City and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.
- (d) District Boundaries. The District is proposed to include approximately 161.5 acres of land generally located east of Post Road and south of County Road 158 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, if any, 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 Limestone Creek 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 Limestone Creek Public Improvement District to be approved by City Council at a future meeting.

SECTION 5. The District can be terminated as provided by law. 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. 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. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. 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 8. 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 9. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. 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 19th 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



7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "-----"

D&A Job No. 1691-009
April 19, 2022

METES AND BOUNDS DESCRIPTION
161.5 ACRE TRACT

BEING A 161.5 ACRE TRACT OUT OF THE JAMES WILLIAMS SURVEY, ABSTRACT NUMBER 473, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 179.278 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MERITAGE HOMES OF TEXAS LLC, RECORDED IN DOCUMENT NUMBER 21036270, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAVE AND EXCEPT A 5.895 ACRE TRACT AND A 11.946 ACRE TRACT IN SAID DEED, AND BEING ALL OF A CALLED 7.87 ACRE TRACT, DESCRIBED TO LASALLE MUNICIPAL UTILITY DISTRICT NO 1, RECORDED IN DOCUMENT NUMBER 21016927, [O.P.R.H.C.T.], SAID 161.5 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 179.278 acre tract, also on the east right-of-way line of County Road (CR) 145 (Volume 5, Page 205, Plat Records of Hays County, Texas [P.R.H.C.T.]), same being the southwest corner of a called 85.1806 acre tract, described in a deed to Allauddin N. Maredia, and recorded in Document Number 17039745 [O.P.R.H.C.T.];

THENCE S46°44'17"E, departing the east right-of-way of said C.R. 145 and continuing with the common line of said 179.278 acre and said 85.1806 acre tract, a distance of 4,013.29 feet to a 1/2-inch iron rod found for the northeast corner of said 179.278 acre tract, and the southeast corner of said 85.1806 acre tract, same being on the northwest line of a called 236.1 acre tract, described in a deed to Tack Development, Ltd., recorded in C.F. Number 18007777 [O.P.R.H.C.T.];

THENCE S43°23'05"W, departing the south line of said 85.1806 acre tract and continuing with the common line of said 179.278 acre tract and said 236.1 acre tract, a distance of 1,947.18 feet to a 1/2-inch iron rod found for the southeast corner of said 179.278 acre tract, same being the northwest corner of Quail Ridge Subdivision, a subdivision of record in Volume 2, Page 337, [P.R.H.C.T.];

THENCE N46°44'14"W, departing the west line of said 236.1 acre tract and continuing with the common line of said 179.278 acre tract and said Quail Ridge Subdivision, a distance of 2,842.59 feet to a 1/2-inch iron rod found at the southeast corner of the said 5.895 acre save and except tract;

THENCE departing north line of said Quail Ridge Subdivision, and continuing over and across said 179.278 acre tract with the east and north lines of the said 5.895 acre save and except tract and the south line of the said 7.87 acre tract, the following eight (8) courses and distances:

- 1) N43°15'48"E, a distance of 195.23 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found and the beginning of a curve to the right,
- 2) with said curve to the right, defined by an arc length of 141.87 feet, a radius of 330.03 feet, a delta angle of 24°37'51", a chord bearing of N09°38'34"W, a chord distance of 140.78 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found,

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7401B Highway 71 West, Suite 160, Austin, TX 78735
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Fax: 512.583.2601
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"Exhibit "-----"

- 3) N02°44'09"E, a distance of 243.78 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found and the beginning of a curve to the left,
- 4) with said curve to the left, defined by an arc length of 31.23 feet, a radius of 20.00 feet, a delta angle of 89°28'43", a chord bearing of N42°12'11"W, a chord distance of 28.16 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found,
- 5) N86°49'32"W, a distance of 280.56 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found and the beginning of a curve to the right,
- 6) with said curve to the right, defined by an arc length of 573.03 feet, a radius of 1,040.13 feet, a delta angle of 31°33'55", a chord bearing of N71°23'01"W, a chord distance of 565.81 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found,
- 7) N55°32'03"W, a distance of 126.49 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found, and
- 8) S86°40'31", a distance of 20.47 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found on the west line of said 179.278 acre tract and on the south right-of-way line of said C.R. 145;

THENCE N43°16'02"E, with the east right-of-way line of said C.R. 145, a distance of 106.18 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found on the west line of said 179.278 acre tract, at the southwest corner of the said 11.946 acre save and except tract;

THENCE, departing the east right-of-way of said C.R. 145 and continuing over and across said 179.278 acre tract with the south and east lines of the said 11.946 acre save and except tract, and the north line of the said 7.87 acre tract, the following eight (8) courses and distances:

- 1) S10°17'05"E, a distance of 17.42 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found,
- 2) S55°36'03"E, a distance of 114.06 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found and the beginning of a curve to the left,
- 3) with said curve to the left, defined by an arc length of 529.19 feet, a radius of 960.25 feet, a delta angle of 31°34'31", a chord bearing of S71°23'26"E, a chord distance of 522.51 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found,
- 4) S86°49'32"E, a distance of 279.97 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found and the beginning of a curve to the left,
- 5) with said curve to the left, defined by an arc length of 31.59 feet, a radius of 20.00 feet, a delta angle of 90°29'25", a chord bearing of N47°49'44"W, a distance of 28.41 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found,
- 6) N02°43'44"E, a distance of 419.07 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found, and the beginning of a curve to the right. and

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- 7) with said curve to the right, defined by an arc length of 136.59 feet, a radius of 330.03 feet, a delta angle of 23°42'48", a chord bearing of N14°32'37"E, a chord distance of 135.62 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found, and
- 8) N47°21'17"W, a distance of 480.50 feet to a 1/2-inch iron rod with cap stamped "PAYNE 6064" found on the west line of said 179.278 acre tract and on the said east right-of-way of C.R. 145;

THENCE N43°16'09"W, with the west line of said 179.278 acre tract and on the said east right-of-way of C.R. 145, a distance of 958.21 feet to the POINT OF BEGINNING and containing approximately 161.5 acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010, observed using the Leica Smartnet Network. All distances shown are adjusted to surface values using a combined scale factor of 1.000081, units: US survey feet.

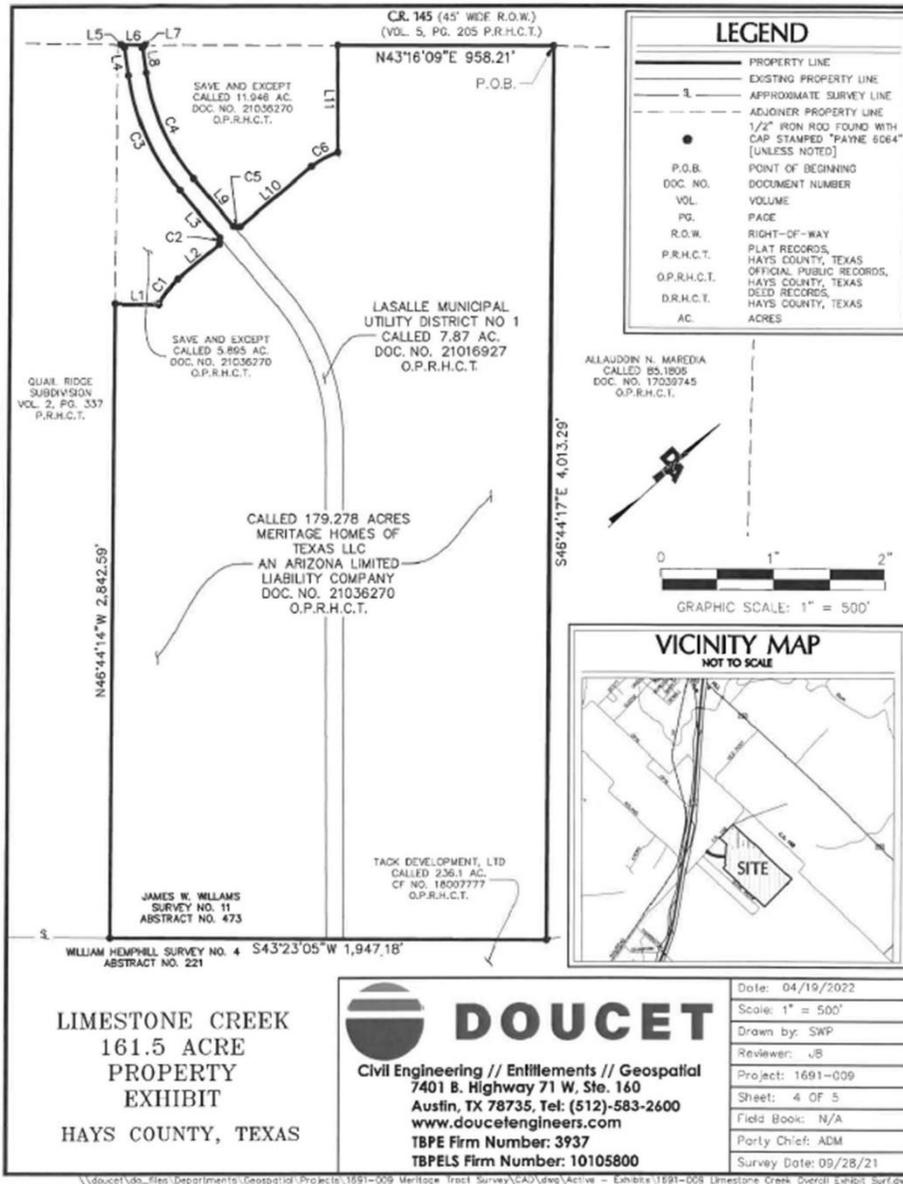
I, John Barnard, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.

04/19/2022

John Barnard Date
Registered Professional Land Surveyor
Texas Registration No. 5749
Doucet & Associates
jbarnard@doucetengineers.com
TBPLS Firm No. 10105800



EXHIBIT "B" PROPERTY DEPICTION



\\doucet\yds_files\Departments\Geospatial\Projects\1691-009 Meritage Tract Survey\CAD\dwg\Active - Exhibit\1691-009 Limestone Creek Overall Exhibit Surf.dwg



CITY OF KYLE, TEXAS

ARWA Appointment

Meeting Date: 8/2/2022

Date time: 7:00 PM

Subject/Recommendation: Appoint Amber Lewis, Assistant City Manager, to the Alliance Regional Water Authority Board of Directors representing the City of Kyle. ~ *Jerry Hendrix, Acting City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Ethics Ordinance Update Discussion

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: Discussion and possible action to direct the ethics committee to update the City's ethics ordinance, including verbiage regarding notifications/updates after a complaint is heard by the committee. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

City's "Core Values" Update Discussion

Meeting Date: 8/2/2022
Date time: 7:00 PM

Subject/Recommendation: Discussion and possible action regarding updating the City's "Core Values." ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Staff Director Positions

Meeting Date: 8/2/2022

Date time:7:00 PM

Subject/Recommendation: Discussion and possible action regarding the City's plan to staff director positions. ~
Yvonne Flores-Cale, Council Member

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Accept the resignation of Dex
Ellison

Meeting Date: 8/2/2022
Date time:7:00 PM

Subject/Recommendation: Accept the resignation of Dex Ellison, Council Member District 1. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 8/2/2022

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.
 - 1119 S. Old Highway 281
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.
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 MBA
 - Project Shamrock

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 8/2/2022
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